

PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup
Cuturic ELCO Letter



PO BOX 360200
STRONGSVILLE, OH 44136
Tel: 216-265-9440 • Fax: 216-265-9441

May 8th, 2014

Chrysler Group, LLC
Attn: Special Investigations Unit, 24991982
PO Box 21-8004
Auburn Hills, MI 48321

5-8
RECEIVED

MAY 1 2014

SPECIAL INVESTIGATIONS

RE: Vehicle: 2014 Dodge Ram
VIN: 1C6RR7GT4ES
Date of Loss: 4/22/2014
Our File No.:

To Special Investigations Unit:

Please be advised this office handles claims for Enterprise RAC Company of Cincinnati, LLC, d/b/a Enterprise Rent-A-Car.

The driver of the above listed vehicle(Charles Kays) alleged an accident occurred as a result of a mechanical defect involving this vehicle. Due to the allegation, this vehicle has been isolated and will remain on hold to allow for an inspection.

It is our intention to have the vehicle inspected. Please contact me upon receipt of this letter by May 22nd, 2014 to inform me if you would like to have a Dodge representative attend the inspection or if you wish to arrange for your own independent inspection.

Enterprise reserves all rights of recovery relating to inspection costs, loss of use and storage fees which continue to increase each day the vehicle is held. Please contact me at 216-265-1475 to discuss this matter further.

Sincerely,

Mario Cuturic
Liability Administrator
ELCO Administrative Services Company

Via Certified Mail No.:



PO BOX 360200
STRONGSVILLE, OH 44136

DEFINITED MAIL™



UNITED STATES POSTAGE
PITNEY BOWES
02 1P
\$ 003.78⁰
0001690061 MAY 08 2014
MAILED FROM ZIP CODE 44136

Chrysler Group, LLC
Attn: Special Investigations Unit, 24991982
PO Box 21-8004
Auburn Hills, MI 48321

48321800404



PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup
Dambrosio NJM Insurance
Group Notice

28792467

NJM Insurance
Group301 Sullivan Way, West Trenton, NJ 08628
609-883-1300 / www.NJM.com**FACSIMILE TRANSMISSION SHEET****DATE:** 3/11/2016 12:25:04 PM**ATTN:** Chrysler FCAUS**CITY & STATE:****FACSIMILE TELEPHONE:** 1-586-497-2112**BUSINESS TELEPHONE:** 1-800-853-1403**COMMENTS:** 28792467**NO. OF PAGES SENT:** 3 **INCLUDING COVER PAGE:** 4**FROM:** Hairston, Ashley**FACSIMILE TELEPHONE:** (609) 882-3457**BUSINESS TELEPHONE:** (609) 883-1300**CONFIDENTIALITY NOTICE**

The information in this transmission is intended for official use only and may contain information from NJM Insurance Group that is privileged, confidential and exempt from disclosure under applicable law. It is intended for the exclusive use of the persons or entities to which it is addressed. If you are not an intended recipient or the employee or agent responsible for delivering this transmission to an intended recipient, be aware that any disclosure, dissemination, distribution or copying of this communication, or the use of its contents is strictly prohibited. If you received this transmission in error, please call the sender and destroy the information.

Hello,
Please review attached rental for reimbursement.

Ashley Hairston, AIC | Senior Subrogation Claims Representative

301 Sullivan Way West Trenton, NJ 08628 | 609.883.1300 ext:5522 | Fax 609.493.1101

☐ AHairston@njm.com NJM Stewardship Integrity Service

28792469

NJM Insurance
Group

NEW JERSEY MANUFACTURERS INSURANCE COMPANY

301 Sullivan Way, West Trenton, NJ 08628

(609) 883-1300 ext. 5522 / www.NJM.com

AHairston@njm.com

March 11, 2016

Chrysler FCAUS
PO Box 218004
Alburt Hills MA 48321

Re: Our Claim No: [REDACTED]
Our Policy No: [REDACTED]
Our Insured: [REDACTED]
Date of Loss: December 27, 2015
Loss Location: Staten Island, NY
Your Claim No: [REDACTED]

Dear Chrysler FCAUS:

With further reference to the above entitled matter, and our letter of 02/24/16, we wish to advise that we have made an additional payment of \$517.75, making the correct total amount of this claim \$2,705.82.

Enclosed please find a copy of the estimate upon which settlement with our insured was based, along with a copy of our draft.

Very truly yours,

Ashley Hairston, AIC
Subrogation Claims Assistant

7487

Rental Invoice



6381 AMBOY RD
STATEN ISLAND NY 10309-3140

Bill To:

4000002-00001-00001-7-2-NEWJERSEY

NEW JERSEY MANUFACTURERS
ATTN: MCLAUGHLIN (ARMS)-ASH-
PO BOX 628
WEST TRENTON NJ 08628

RENTAL INFORMATION

Date Out 2/11/16 **Date In** 2/19/16
Renter
DEANNA VIERA

Additional Driver

Name
NONE

RENTAL VEHICLES CLAIM INFORMATION

Color GRAY DK **License No.** [REDACTED] **Claim #/Policy #/P.O. #** [REDACTED]
Model 15 200 **Unit #** 7K1D51 **Insured**
Date of Loss **Type of Loss**
CLAIMANT
Type of Car **Repair Shop**
MITSUBISHI RICHMOND VIE

Rental Agreement

D684100 - 24E5

BILLING DETAIL

Description	Rate	Amount
9 DAYS @	47.99	431.91
5 DAYS OW @	8.99	44.95
5 DAYS PAI @	2.50	12.50
5 DAYS SLP @	13.80	69.00
RNTL TAX		48.06
SALES TAX%	6.87	38.77
RDSDE ASST		19.95

TOTAL CHARGES 665.14
LESS AMOUNT RECEIVED 74.94
CHARGED TO OTHERS 72.45
AMOUNT DUE 517.75

IMPORTANT INFORMATION

Billing Inquiries Call **Fed Tax ID #**
718-227-8126 43-1487854
Billing Information

Thank You For Choosing Enterprise

CONGRATULATIONS ENTERPRISE RENT-A CAR ON
RECEIVING JD POWERS AWARD FOR BEST
CUSTOMER SERVICE !!!

Please Return This Portion with Remittance

Remit to:

ENTERPRISE RENT-A-CAR
ATTN: ACCTS RECEIVABLE
PO BOX 840154
KANSAS CITY MO 64184-0154

AMOUNT DUE 517.75

Paid by:

NEW JERSEY MANUFACTURERS
ATTN: MCLAUGHLIN (ARMS)-ASH-
PO BOX 628
WEST TRENTON NJ 08628

02/20

Customer# NJM1764 **Rental Agreement** D684100 **Amount** 517.75 **GPBR** 24E5

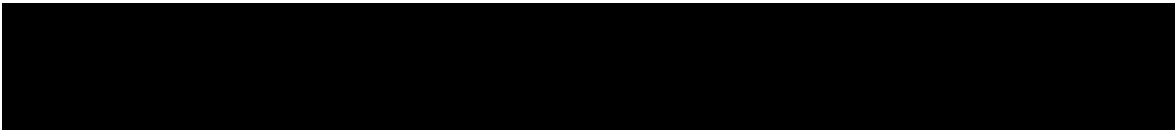
PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup



**Service of Process
Transmittal**

01/04/2016

CT Log Number 528414312

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

RE: Process Served in Virginia

FOR: FCA US LLC (Domestic State: DE)

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

TITLE OF ACTION: [REDACTED] Pltfs. vs. FCA US LLC, Dft.

DOCUMENT(S) SERVED: Summons, Complaint, First Set of Interrogatories, Request(s), Exhibit(s)

COURT/AGENCY: Rockingham County Circuit Court, VA
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2015 Dodge Ram 1500, VIN: 3C6JR6AGXFG [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Glen Allen, VA

DATE AND HOUR OF SERVICE: By Process Server on 01/04/2016 at 11:00

JURISDICTION SERVED : Virginia

APPEARANCE OR ANSWER DUE: Within 21 days after service

ATTORNEY(S) / SENDER(S): John Cole Gayle, Jr.
The Consumer Law Group, P.C.
5905 West Broad Street
Suite 303
Richmond, VA 23230
804-282-7900

ACTION ITEMS: CT has retained the current log, Retain Date: 01/05/2016, Expected Purge Date: 01/10/2016
Image SOP

SIGNED: C T Corporation System
ADDRESS: 4701 Cox Road
Suite 285
Glen Allen, VA 23060
TELEPHONE: 804-217-7255

DOCKET HISTORY:

DOCUMENT(S) SERVED:	DATE AND HOUR OF SERVICE:	TO:	CT LOG NUMBER:
Letter, Complaint	By Regular Mail on 12/17/2015 at 09:52 postmarked: "Not Post Marked"	Melissa Graylin FCA US LLC	[REDACTED]

COMMONWEALTH OF VIRGINIA



ROCKINGHAM CIRCUIT COURT

Civil Division
80 COURT SQUARE
HARRISONBURG VA 22801
(540) 564-3000

Summons

To: CT CORPORATION SYSTEM
REGISTERED AGENT
4701 COX RD. SUITE 285
GLEN ALLEN VA 23060

Case No. [REDACTED]

The party upon whom this summons and the attached complaint are served is hereby notified that unless within 21 days after such service, response is made by filing in the clerk's office of this court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment, or decree against such party either by default or after hearing evidence.

Appearance in person is not required by this summons.

Done in the name of the Commonwealth of Virginia on, Wednesday, December 16, 2015

Clerk of Court: CHAZ W. EVANS-HAYWOOD

by Stephanie E. [Signature]
(CLERK/DEPUTY CLERK)

Instructions:

Hearing Official:

Attorney's name: GAYLE, JOHN COLE; JR
5905 W. BROAD ST.
SUITE 303
RICHMOND VA 23230

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF ROCKINGHAM

[REDACTED]

and

[REDACTED]

Plaintiffs,

v.

CASE NO. [REDACTED]

FCA US LLC,

SERVE

CT Corporation System
Registered Agent
4701 Cox Road, Suite 285
Glen Allen, Virginia 23060

Defendant.

FILED IN THE CLERK'S OFFICE
ROCKINGHAM COUNTY, VA

DEC 16 2015

SQE DEPUTY CLERK

COMPLAINT

COME NOW the plaintiffs, [REDACTED] and [REDACTED] by counsel, and move for judgment against the defendant on the grounds and in the amount as hereinafter set forth:

1. This is a case for breach of warranty and violation of the Motor Vehicle Warranty Enforcement Act.
2. Plaintiffs are consumers who reside in Stanardsville, Virginia.
3. Defendant FCA US LLC (hereinafter "CHRYSLER") is a corporation which does significant business through its authorized dealers in the County of Rockingham. Among its other authorized dealers/agents, which distribute and sell automobiles, is Chrysler of Culpeper (hereinafter "the dealer"), which is located in Culpeper, Virginia and repairing dealers Carman Chrysler and Dick Myers Chrysler.

BACKGROUND FACTS

4. Relying on the warranties, express and implied, given by the defendant and its agents, the plaintiffs agreed to purchase, took delivery of, and accepted a new 2015 Dodge Ram 1500, Vehicle Identification Number: 3C6JR6AGXFG[REDACTED] ("the vehicle"), on January 29, 2015, from the dealer in Culpeper, Virginia. The vehicle is warranted with a manufacturer's limited warranty and other warranties implied by law.

5. Soon after purchase, the plaintiffs discovered the vehicle did not conform to the contract as there are defects which cause the vehicle to fail to conform to the warranties: i.e. the engine revs abnormally high (idle race) when coming to a stop; there is loss of speed and power steering (serious safety defect) i.e. when making left turns the RPMs drop and the vehicle loses power and ultimately power steering; the engine speed steps up and intermittently winds down while driving; while driving plaintiffs actually feel the acceleration drop.

6. At the time plaintiffs took delivery of and accepted the vehicle, they were unaware of the defects and nonconformities because of the difficulty of discovery and because some of the problems have appeared subsequent to their purchase of the vehicle.

7. Soon after discovering the defects and nonconformities, the plaintiffs took the vehicle to Chrysler repairing dealers to have the nonconformities corrected. Six more repair attempts have not corrected the nonconformities within eighteen months of the date of delivery of the vehicle to them and the vehicle has been out of service for over thirty (30) days.

8. Chrysler received notice of the defects in the form of letters from the plaintiffs on September 4, 2015 and September 23, 2015. Chrysler also received notice when plaintiffs filed for arbitration on or about June 24, 2015. A decision was rendered which was rejected by plaintiffs on or about July 27, 2015.

9. The defects and nonconformities continue to exist and substantially impair the vehicle's use, market value, and safety to the plaintiffs, who have used it for their personal use, and who have properly used and serviced the vehicle while it has been in their possession.

10. At this time, the vehicle is in substantially the same condition as when it was delivered to the plaintiffs, with the exception of repairs done to the vehicle by the defendant's agents or authorized repair facilities, and damages caused by the defects and nonconformities and damages made by the dealer.

11. The vehicle, as accepted, has a substantially reduced value to the plaintiffs.

12. On December 11, 2015 the plaintiffs rejected or revoked acceptance of the vehicle and asked the defendant to return the purchase price and all other damages sustained and recoverable under Virginia law, if it could not fix it. The defendant has refused to do this.

COUNT ONE

BREACH OF EXPRESS AND IMPLIED WARRANTIES UNDER THE MAGNUSON-MOSS WARRANTY ACT

13. Plaintiffs incorporate the allegations of paragraphs 1 through 12 as if alleged herein.

14. Plaintiffs are "consumers" as defined in 15 U.S.C. §2301 (3); CHRYSLER fits the definition of "supplier" and "warrantor" as defined in 15 U.S.C. §2301 (4) and (5); and the vehicle is a "consumer product" as defined in 15 U.S.C. §2301 (1).

15. Chrysler does not have a dispute resolution mechanism which meets the requirements of 16 C.F.R. Part 703, promulgated by the Federal Trade Commission pursuant to §2310(a)(2) of the Magnuson-Moss Warranty Act.

16. The vehicle was manufactured after July 4, 1975 and an express Limited Warranty and an implied warranty of merchantability were given to plaintiffs as a part of the purchase, warranties which meet the definition of "written warranty" and "implied warranty" contained in 15 U.S.C. §2301 (6) and (7).

17. The Limited Warranty has failed of its essential purpose and the defendant has violated the Act due to its inability and/or refusal to repair or replace the nonconformity within a reasonable time, and due to its refusal to provide the plaintiffs with a refund. 15 U.S.C. §2304 (a)(1) and (4).

18. The defendant has also breached its implied warranty of merchantability since the vehicle, in view of the nonconformity and defendant's inability to correct them, was not fit for the ordinary purpose for which the vehicle was used. 15 U.S.C. §§2308, 2310 (d).

19. As a proximate result of defendant's violations of the Act and breach of its warranties, the plaintiffs have been damaged for which the defendant is responsible. 15 U.S.C. §§2304(a) and 2310(d).

COUNT TWO

VIOLATION OF THE MOTOR VEHICLE WARRANTY ENFORCEMENT ACT

20. Plaintiffs incorporate the allegations of paragraphs 1 through 19 as if alleged herein.

21. As individually defined in Section 59.1-207.11, et. seq., of the Code of Virginia, the plaintiffs are "consumers," "CHRYSLER" is a "manufacturer," "the vehicle" is a "motor vehicle," and the defect in the vehicle constitutes a "nonconformity."

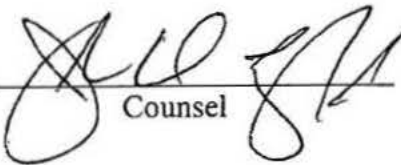
22. The defendant and its agents have failed to correct nonconformities in the vehicle after a reasonable number of repair attempts, which has impaired the use, market value, and safety of the vehicle to the plaintiffs. It has refused the plaintiffs' demand for damages and its actions are in violation of the Motor Vehicle Warranty Enforcement Act, §§59.1-207.11, 207.13, and 207.14, Code of Virginia (1950).

WHEREFORE, the plaintiffs respectfully request this Court to award them damages for all money paid towards the purchase of the vehicle, including any deposit, trade-in, extended warranty, all of which at this time totals about THIRTY-FIVE THOUSAND FIVE HUNDRED NINETY-SEVEN DOLLARS and SEVENTY-EIGHT CENTS (\$35,597.78), plus any other collateral charges as defined in §59.1-207.11, incidental and consequential damages, loss of use, expert witness fees, pre-judgment interest, all reasonable attorney's fees, vehicle loan payments made after the filing of this suit, costs and expenses herein incurred.

Trial by jury is demanded.

[REDACTED]
And
[REDACTED]

By:


Counsel

John Cole Gayle, Jr.
VSB No. 18833
The Consumer Law Group, P.C.
5905 West Broad Street, Suite 303
Richmond, Virginia 23230
804 282-7900
804 673-0316 Fax

Counsel for Plaintiffs

**Service of Process
Transmittal**

12/17/2015

CT Log Number 528337492

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

RE: **Process Served in Virginia**

FOR: FCA US LLC (Domestic State: DE)

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

TITLE OF ACTION: [REDACTED] and [REDACTED] Pltfs. vs. FCA US LLC, Dft.

DOCUMENT(S) SERVED: Letter, Complaint

COURT/AGENCY: Rockingham County Circuit Court, VA
Case # None Specified

NATURE OF ACTION: Product Liability Litigation - Breach of Warranty - 2015 Dodge Ram 1500 -
3C6JR6AGXFG [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Glen Allen, VA

DATE AND HOUR OF SERVICE: By Regular Mail on 12/17/2015 postmarked: "Not Post Marked"

JURISDICTION SERVED : Virginia

APPEARANCE OR ANSWER DUE: None Specified

ATTORNEY(S) / SENDER(S): John Cole Gayle, Jr.
The Consumer Law Group, P.C.
5905 West Broad Street
Suite 303
Richmond, VA 23230
804-282-7900

ACTION ITEMS: CT has retained the current log, Retain Date: 12/17/2015, Expected Purge Date:
12/22/2015

Image SOP

SIGNED: C T Corporation System
ADDRESS: 4701 Cox Road
Suite 285
Glen Allen, VA 23060
TELEPHONE: 804-217-7255



FCA US LLC
CT Corporation System
Registered Agent
4701 Cox Road, Suite 285
Glen Allen, VA 23060



5905 WEST BROAD STREET, SUITE 303
RICHMOND, VA 23230

(804) 282-7900 • (804) 673-0316 FAX
WWW.THECONSUMERLAWGROUP.COM

December 11, 2015

Hon. Chaz W. Evans-Haywood, Clerk
Rockingham Circuit Court
80 Court Square
Harrisonburg, VA 22802

Re: [REDACTED] and [REDACTED] v. FCA US LLC

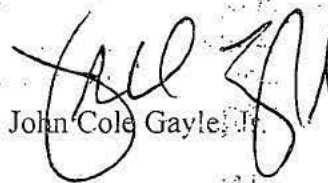
Dear Mr. Evans-Haywood:

Enclosed are an original and one copy of a Civil Complaint. **Attached to the service copy are Interrogatories, Request for Admissions, and Request for Production of Documents** which I would appreciate your processing for service. Also enclosed is my firm check totaling \$131.00 made payable to the Clerk for the filing fee.

PLEASE CONTACT PAMELA CAMPBELL OF MY OFFICE ONCE PROCESS HAS BEEN ISSUED. SERVICE WILL BE EFFECTED BY PRIVATE PROCESS SERVER.

Thank you in advance for your cooperation.

Very truly yours,



John Cole Gayle, Jr.

JCG/psc

Enclosures

cc: Paul J. D'Antonio
Ruth A. D'Antonio
Hester Process Service
CT Corporation System *(letter and Complaint only - courtesy copy)*

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF ROCKINGHAM

[REDACTED]

and

[REDACTED]

Plaintiffs,

v.

CASE NO. _____

FCA US LLC,

SERVE:

CT Corporation System
Registered Agent
4701 Cox Road, Suite 285
Glen Allen, Virginia 23060

Defendant.

COMPLAINT

COME NOW the plaintiffs, Paul J. D'Antonio and Ruth A. D'Antonio, by counsel, and move for judgment against the defendant on the grounds and in the amount as hereinafter set forth:

1. This is a case for breach of warranty and violation of the Motor Vehicle Warranty Enforcement Act.
2. Plaintiffs are consumers who reside in Stanardsville, Virginia.
3. Defendant FCA US LLC (hereinafter "CHRYSLER") is a corporation which does significant business through its authorized dealers in the County of Rockingham. Among its other authorized dealers/agents, which distribute and sell automobiles, is Chrysler of Culpeper (hereinafter "the dealer"), which is located in Culpeper, Virginia and repairing dealers Carman Chrysler and Dick Myers Chrysler.

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6. At the time plaintiffs took delivery of and accepted the vehicle, they were unaware of the defects and nonconformities because of the difficulty of discovery and because some of the problems have appeared subsequent to their purchase of the vehicle.

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8. Chrysler received notice of the defects in the form of letters from the plaintiffs on September 4, 2015 and September 23, 2015. Chrysler also received notice when plaintiffs filed for arbitration on or about June 24, 2015. A decision was rendered which was rejected by plaintiffs on or about July 27, 2015.

9. The defects and nonconformities continue to exist and substantially impair the vehicle's use, market value, and safety to the plaintiffs, who have used it for their personal use, and who have properly used and serviced the vehicle while it has been in their possession.

10. At this time, the vehicle is in substantially the same condition as when it was delivered to the plaintiffs, with the exception of repairs done to the vehicle by the defendant's agents or authorized repair facilities, and damages caused by the defects and nonconformities and damages made by the dealer.

11. The vehicle, as accepted, has a substantially reduced value to the plaintiffs.

12. On December 11, 2015 the plaintiffs rejected or revoked acceptance of the vehicle and asked the defendant to return the purchase price and all other damages sustained and recoverable under Virginia law, if it could not fix it. The defendant has refused to do this.

COUNT ONE

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14. Plaintiffs are "consumers" as defined in 15 U.S.C. §2301 (3); CHRYSLER fits the definition of "supplier" and "warrantor" as defined in 15 U.S.C. §2301 (4) and (5); and the vehicle is a "consumer product" as defined in 15 U.S.C. §2301 (1).

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16. The vehicle was manufactured after July 4, 1975 and an express Limited Warranty and an implied warranty of merchantability were given to plaintiffs as a part of the purchase, warranties which meet the definition of "written warranty" and "implied warranty" contained in 15 U.S.C. §2301 (6) and (7).

17. The Limited Warranty has failed of its essential purpose and the defendant has violated the Act due to its inability and/or refusal to repair or replace the nonconformity within a reasonable time, and due to its refusal to provide the plaintiffs with a refund. 15 U.S.C. §2304 (a)(1) and (4).

18. The defendant has also breached its implied warranty of merchantability since the vehicle, in view of the nonconformity and defendant's inability to correct them, was not fit for the ordinary purpose for which the vehicle was used. 15 U.S.C. §§2308, 2310 (d).

19. As a proximate result of defendant's violations of the Act and breach of its warranties, the plaintiffs have been damaged for which the defendant is responsible. 15 U.S.C. §§2304(a) and 2310(d).

COUNT TWO

VIOLATION OF THE MOTOR VEHICLE WARRANTY ENFORCEMENT ACT

20. Plaintiffs incorporate the allegations of paragraphs 1 through 19 as if alleged herein.

21. As individually defined in Section 59.1-207.11, et. seq., of the Code of Virginia, the plaintiffs are "consumers," "CHRYSLER" is a "manufacturer," "the vehicle" is a "motor vehicle," and the defect in the vehicle constitutes a "nonconformity."

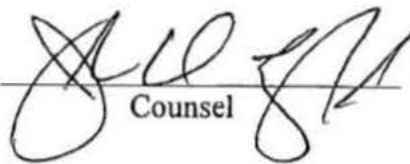
22. The defendant and its agents have failed to correct nonconformities in the vehicle after a reasonable number of repair attempts, which has impaired the use, market value, and safety of the vehicle to the plaintiffs. It has refused the plaintiffs' demand for damages and its actions are in violation of the Motor Vehicle Warranty Enforcement Act, §§59.1-207.11, 207.13, and 207.14, Code of Virginia (1950).

WHEREFORE, the plaintiffs respectfully request this Court to award them damages for all money paid towards the purchase of the vehicle, including any deposit, trade-in, extended warranty, all of which at this time totals about THIRTY-FIVE THOUSAND FIVE HUNDRED NINETY-SEVEN DOLLARS and SEVENTY-EIGHT CENTS (\$35,597.78), plus any other collateral charges as defined in §59.1-207.11, incidental and consequential damages, loss of use, expert witness fees, pre-judgment interest, all reasonable attorney's fees, vehicle loan payments made after the filing of this suit, costs and expenses herein incurred.

Trial by jury is demanded.

[REDACTED]
And
[REDACTED]

By:


Counsel

John Cole Gayle, Jr.
VSB No. 18833
The Consumer Law Group, P.C.
5905 West Broad Street, Suite 303
Richmond, Virginia 23230
804 282-7900
804 673-0316 Fax

Counsel for Plaintiffs

1263749 Rose

27895373



12/11

5905 WEST BROAD STREET, SUITE 303
RICHMOND, VA 23230

(804) 282-7900 • (804) 673-0316 FAX
WWW.THECONSUMERLAWGROUP.COM

December 11, 2015

RECEIVED

DEC 21 2015

Special Investigations

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

RE: VEHICLE: 2015 Dodge Ram 1500
VIN: 3C6JR6AGXFG [REDACTED]
CLIENTS: Paul J. D'Antonio and Ruth A. D'Antonio

Dear Sir or Madam:

I have been retained by Mr. and Mrs. Paul J. D'Antonio (hereinafter "Mr. and Mrs. D'Antonio") to bring a Lemon Law action against FCA US LLC, (hereinafter "Chrysler") since their vehicle has warranty nonconformities which significantly impair its use or value to them.

The **current nonconformities are:** the engine revs abnormally high (idle race) when coming to a stop; there is loss of speed and power steering (serious safety defect) i.e. when making left turns the RPMs drop and the vehicle loses power and ultimately power steering; the engine speed steps up and intermittently winds down while driving; while driving plaintiffs actually feel the acceleration drop.

This vehicle has been out of service for repair over thirty days and six or more repair attempts have been made for these problems within eighteen months of the date of delivery of the vehicle to Mr. and Mrs. D'Antonio.

Chrysler has been aware of the defects in this vehicle since September 4, 2015 and September 23, 2015 when it received notice of the defects from my clients. Chrysler also received notice on or about June 24, 2015 when plaintiffs filed for arbitration. The problems continue to exist and have significantly impaired the vehicle's use, market value, and safety to Mr. and Mrs. D'Antonio.

RECEIVED

DEC 23 2015

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

RECEIVED

DEC 21 2015

CCRG
Office of the General Counsel

FCA US LLC
Customer Assistance Center
December 11, 2015
Page Two

The service history of this vehicle indisputably exceeds the statutory requirements to qualify as a defective vehicle pursuant to Section 59.1-207.11 et. seq., Code of Virginia ("the lemon law").

Consequently, my clients are entitled to and hereby demand payment for the following: all money paid toward the vehicle. They are also entitled to loss of use and attorney's fees. To resolve this matter short of litigation, my clients demand \$39,447.78 to settle at this time, inclusive.

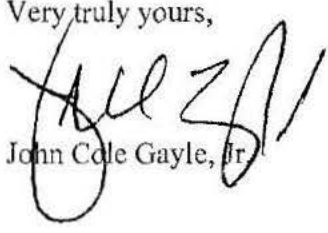
Please find enclosed copies of the following: (1) Buyers Order; (2) Title; (3) Repair Orders; (4) Notice Letters; (5) Arbitration Documents; and (6) Complaint.

The current mileage is 5378.

In determining whether to settle this matter, and for how much, please note that Mr. and Mrs. D'Antonio will not sign any release which contains a confidentiality clause, unless Chrysler pays additional damages.

Please respond promptly to this letter as suit will be filed shortly.

Very truly yours,


John Cole Gayle, Jr.

JCG/psc

Enclosures

cc: 

BUYERS ORDER

Chrysler of Culpeper
11030 James Monroe Highway
Culpeper, VA 22701-8081
(540) 547-3900
www.chryslerofculpeper.com

STOCK NO. [REDACTED] DEAL NO. [REDACTED]
CUSTOMER NO. [REDACTED] DATE OF SALE
12/09/2015

PURCHASER'S NAME [REDACTED]		HOME ADDRESS [REDACTED]	
CO/PURCHASER'S NAME [REDACTED]		CITY, STATE, ZIP STANARDSVILLE VA [REDACTED]	
PLEASE ENTER MY ORDER FOR THE FOLLOWING:			
☒ NEW	☐ USED	COUNTY/TOWN GREENE	HOME PHONE [REDACTED] CELL PHONE [REDACTED]
YEAR 2015	MAKE RAM	MODEL 1500	TYPE/DOORS PU
MILEAGE		COLOR BLACK	TYPE OF TRANSACTION ☒ PURCHASE ☐ LEASE
VIN 3C6JRGAGXFG [REDACTED]			
PRICE INCLUDES FREIGHT, HANDLING, DELIVERY & PREP			31592.00
TOTAL PURCHASE PRICE			31592.00
PROCESSING FEE FOR CONSUMER SERVICES			589.00
TITLE TAX			103.00
REG	TITLE 10.00	TAGS 2.50	DMV OLF 30.00 VASI 16.00 VSI FEES 61.50
TOTAL DELIVERED PRICE 2000.00			2000.00
DEPOSIT SUBMITTED WITH ORDER			(1) 2000.00
ALLOWANCE FOR USED CAR TRADE-IN(S) AS APPRAISED			N/A
PURCHASER RESPONSIBLE FOR PAYOFF ACCURACY			APPROXIMATELY N/A
* LESS BALANCE OWING TO -			
Customer took delivery of vehicle on 1/29/2015. [Signature] Lewis Peoples Sm			EQUITY ON TRADE-IN(S) (2) 800.00
MANUFACTURER'S REBATE ASSIGNED TO DEALERSHIP BY CUSTOMER			ADDITIONAL DOWN PAYMENT ON DELIVERY (3) 0.00
TYPE OF VEHICLE TRADING IN			TOTAL DOWN PAYMENT (1+2+3+4) 1500.00
YEAR	MAKE	MODEL	COLOR
MILEAGE	VIN	TAG NO.	EXTENDED SERVICE CONTRACT AND/OR AFTER SALES ITEMS INCLUDING
SALESPERSON (1) CARPENTER, THURSON	SALESPERSON (2)	BUSINESS MANAGER PEPPLES, LEWIS	TAX OF 0.00
BALANCE DUE ON DELIVERY			20551.78

The front and back of this buyer's order, along with other documents signed by Purchaser(s) in connection with this order, comprise the entire agreement between the parties affecting this purchase. No oral agreements or understandings shall be binding. Purchaser(s) acknowledges that he/she has been given the opportunity to review all documents prior to signing them and that he/she has not signed any documents in blank. By executing this Order, Purchaser(s) acknowledges he/she has read all of its terms and has received a fully completed copy. Purchaser(s) certifies he/she is 18 years of age or older. Until made effective, this order is not binding and Purchaser(s) may cancel and recover deposit.

NO LIABILITY INSURANCE INCLUDED UNLESS SPECIFICALLY INDICATED

IF THIS BUYERS ORDER IS FOR A NEW VEHICLE WITH MORE THAN 750 MILES PLEASE READ THIS NOTICE. Notice: This new motor vehicle has accumulated mileage in excess of 750 miles as the result of use as a demonstrator and/or as the result of delivery to a prior prospective purchaser who never took title to it and who returned it.

SECURITY AGREEMENT: Purchaser hereby grants Seller, its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased pursuant to this agreement, and such security interest shall remain in effect until all sums due hereunder have been paid in full.

IF YOU ARE FINANCING THIS VEHICLE PLEASE READ THIS NOTICE YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK. IF THE DEALER DOES NOT RETURN YOUR DOWN PAYMENT AND ANY TRADE-IN WHEN THE DEALER GETS THE VEHICLE BACK IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR, THE DEALER MAY REFILE TO YOU UNDER THE VIRGINIA



CERTIFICATE OF TITLE FOR A VEHICLE

KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THE DEPARTMENT OF MOTOR VEHICLES, COMMONWEALTH OF VIRGINIA, HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH, THAT THE APPLICANT NAMED ON THE FACE HEREON HAS BEEN ONLY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE, AND THAT, FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DEPARTMENT, THE HEREON DESCRIBED VEHICLE IS SUBJECT TO THE SECURITY INTEREST RECORDS ON FILE WITH THIS DEPARTMENT, AND AS DESCRIBED HEREON, IF ANY. THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH ALSO PROVIDE THAT ALL TITLE AND REGISTRATION INFORMATION IN THE OFFICE OF THE DEPARTMENT OF MOTOR VEHICLES IS PRIVILEGED AND ONLY SUBJECT TO DISSEMINATION TO AUTHORIZED AGENCIES, BUSINESS ORGANIZATIONS OR AGENTS, GOVERNMENTAL ENTITIES AND INDIVIDUALS UNDER THE CONDITIONS SPECIFIED BY MOTOR VEHICLE CODE SECTIONS 46.2-208, 46.2-209 AND 46.2-210.

ESTABLISHED 02/18/15 580 TT0248 ORIGINAL

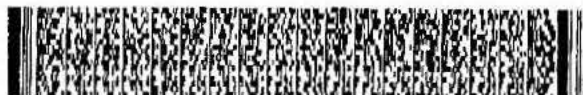
VEHICLE IDENTIFICATION NO.			YEAR		MAKE		VEHICLE BODY		TITLE NO.	
3C63R6AGXFG			2015		RAM		PICKUP			
EMPTY WGT.	GROSS WGT.	GVWR	GCWR	AXLES	FUEL	SALES TAX PAID	ODOMETER	DATE ISSUED		
4364	7500	10000		2	GAS	1230.43	*000136*	02/18/15		
OTHER PERTINENT DATA							ODOMETER BRAND		PRIOR TITLE NO.	
000625							ACTUAL			

Name of and address of the owner or lessor of the vehicle
AND
OR SURV

STANARDSVILLE VA

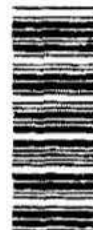
NO LIENS

THIS IS NOT A TITLE NUMBER



A • ASSIGNMENT OF TITLE BY OWNER • • NOTIFY DMV WHEN VEHICLE IS SOLD •	Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. The undersigned hereby certifies that the vehicle numbered in this title has been transferred to the following (printed name and address of Buyer(s)).		
	Buyer(s) Name: _____		
	Street: _____ City, State, Zip: _____		
	I certify to the best of my knowledge that the odometer reading is: ☐ ACTUAL Mileage ☐ NOT ACTUAL Mileage (odometer discrepancy) ☐ IN EXCESS of Mechanical Limits ☐ Model year is 10 years or older and was exempt from odometer disclosure in prior state of title (applicant must present out of state title showing exemption)		
Signature of Seller(s) _____		DATE OF SALE _____	
Signature of Buyer(s) _____		SALE PRICE _____	
I am aware of the above odometer certification made by the Seller(s)		Printed Name of Buyer(s) _____	
I am aware of the above odometer certification made by the Buyer(s)		Dealers No. _____ Licensing Jurisdiction _____	

STANARDSVILLE VA
AND
OR SURV



CARMAN FORD-LINCOLN-CHRYSLER-JEEP-DODGE



QUALITY CARE
Where the Quality Continues



193 S. Dupont Hwy.
New Castle, DE 19720
Service - (302) 323-2316
Parts - (302) 323-2311
Body Shop - (302) 323-2310

193 S. Dupont Hwy.
New Castle, DE 19720
Service - (302) 323-2316
Parts - (302) 323-2311

www.carmanautogroup.com
CARMAN...Driven By The Best

12415	9776	7583	04/20/15
WILMINGTON, DE		1,038	BLACK/
15/RAM/1500/2WD REG CAB 120.5		3 C 6 J R 6 A G X F G	
		04/20/15	

LABOR & PARTS

JOB # 1 TOTAL LABOR & PARTS 0.00

CUSTOMER STATES THEY STOPPED AT A LIGHT ENGINE IDLE
STARTED TO RACE NO WARNING LIGHTS ARE ON E
PERFORMED DIAGNOSIS NO CODES STORED IN SYSTEM, PERFORMED
ROADTEST DID NOT VERIFY ANY DRIVABILITY CONCERNS AT
THIS TIME

JOB # 2 TOTAL LABOR & PARTS 0.00

23 POINT INSPECTION
FREE BATTERY TEST, FREE TIRE DATE INSPECTION
COMPLETED 23 POINT INSPECTION
PERFORMED FREE BATTERY TEST, PERFORMED FREE TIRE DATE
INSPECTION

JOB # 3 TOTAL LABOR & PARTS 0.00

CHECK THE VEHICLE FOR ALL AVAILABLE COMPUTER FLASHES
NO COMPUTER UPDATES ARE AVAILABLE

COMMENTS

TOW IN. SCHEDULED 4/20 @ 813AM SDN

TOTALS

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG....	0.00
TOTAL MISC DISC....	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE \$	0.00

IMPORTANT
* YOU MAY RECEIVE A SURVEY FROM DAIMLER CHRYSLER. IF YOU *
* ARE NOT COMPLETELY SATISFIED PLEASE CONTACT YOUR ADVISOR *
BEFORE FILLING OUT YOUR SURVEY.

CARMAN COLLISION GUARANTEES ALL BODY AND PAINT REPAIRS
AGAINST WORKMANSHIP AND PRODUCT DEFECTS FOR LIFE TO ORIGINAL
OWNER. ANY QUESTIONS CALL TOM AT 323-2310.
IF YOU HAVE ANY ISSUES AND OR CONCERNS WITH YOUR VEHICLE
PLEASE CONTACT THE SERVICE MANAGER, JIM HUEY AT
323-1660 EXT 1471
OUR SERVICE DEPARTMENT IS NOW OPEN WEDNESDAY NIGHTS UNTIL
8:00 PM AND SATURDAYS FROM 8:00 AM UNTIL 5:00 PM FOR YOUR
CONVENIENCE

CUSTOMER SIGNATURE

CUSTOMER #: 21505

106622

**DICK MYERS
CHRYSLER DODGE JEEP**1711 S. Main St.
Harrisonburg, Virginia 22801
www.dickmyers.com

INVOICE

Phone: (540) 433-1600
Fax: (540) 434-3105

STANARDSVILLE, VA

PAGE 1

HOME:

BUS:

CONT:

CELL:

SERVICE ADVISOR: 269 KATE E LAMBERT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	15	DODGE 1500	3C6JR6AGXFG539973		1332/2062	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
09DEC14	DD		WAIT 11MAY15			CASH
R.O. OPENED	READY	OPTIONS:	DATE	INV. DATE		
11:01	23APR15	15:04	11MAY15			

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A/C/STS				4 1/2 TO 5 HOURS			

AFTER DRIVING 4 1/2 TO 5 HOURS AND COMING TO A STOP ENGINE REVS
REALLY HIGH AND ONCE WAS REVING SO HIGH WOULD NOT GO INTO PARK
CAUSE: COULD NOT DUPLICATE CUSTOMERS CONCERN

85411801 Driveability, Trouble Not Found - No
repair/Trouble Not Found Driveability (2 -
Skilled)

117. WC (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

VERSION 1 (EMP# 203, 11MAY15 15:03): TEST DROVE VEH. WHILE HERE AT
DEALERSHIP A TOTAL OF 290 MILES, HAD FLIGHT RECORDER HOOKED UP AND
COULD NOT DUPLICATE CONCERN AND NO CODES STORED. CUSTOMER IS TO COME
BACK TO DEALERSHIP 5/14/15 AND WE WILL HOOK UP FLIGHT RECORDER AND SHOW
CUSTOMER HOW TO USE WHILE ON HIS TRIP AND THEN HE WILL RETURN FLIGHT
RECORDER ON 5/18/15!

C** MULTI-POINT INSPECTION

9023 MULTI-POINT INSPECTION

117 IMP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

D** RENTAL VEHICLE

CAUSE: 8 DAYS RENTAL

RENTAL 8 DAYS RENTAL--APPROVED CASE # 26850309

999 WC (N/C)
SUBL RENTAL PO#22619

WC (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND 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 PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE VEHICLE MANUFACTURER OR THE PARTS MANUFACTURER OR DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE

CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

*SHOP SUPPLY COSTS:

We have added a charge equal to % of the total cost of labor and parts, not to exceed \$ to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW
UNLESS OTHERWISE
INDICATED.

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

"Dick Myers Chrysler Dodge Jeep. Where customers send their friends"

Thank You!

Dealer: 021008 ADP 1071061 SERVICE INVOICE TYPE: 2 - 25120 "AS-IS" VIRGINIA - 9998030

CUSTOMER COPY

CUSTOMER #: 21505

107417

**DICK MYERS
CHRYSLER DODGE JEEP**1711 S. Main St.
Harrisonburg, Virginia 22801
www.dickmyers.com

INVOICE

Phone: (540) 433-1500
Fax: (540) 434-3105

STANARDSVILLE, VA

PAGE 1

HOME:

BUS:

CELL:

SERVICE ADVISOR: 269 KATE E LAMBERT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	15	DODGE 1500	3C6JR6AGXFG	KAT3971	2154/2391		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
09DEC14 DL			17:30 29MAY15			CASH	29MAY15

R.O. OPENED	READY	OPTIONS:
15:36 18MAY15	11:39 29MAY15	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A C/STS-ENGINE REVS WIDE OPEN AND SEL IS ON AND FLASHES AND LIGHTNING

BOLT DISPLAYS

T000 SEE STORY

999 CP 0.00 0.00 0.00 0.00 0.00 0.00
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

VERSION 1 (EMP# 203, 29MAY15 11:34): ADVISED CUSTOMER TRUCK HAS NO
 CODES STORED AND COULD NOT DUPLICATE CUSTOMERS CONCERN. ON THIS VISIT
 DROVE TRUCK A TOTAL OF 237 MILES WHILE HERE AT DEALERSHIP. HOOKED UP
 FLIGHT RECORDER SHOWED CUSTOMER HOW TO USE AND CUSTOMER WILL LET US
 KNOW WITHIN A WEEK IF TRUCK ACTS UP

B VEHICLE TOWED TO SHOP

TOW VEHICLE TOWED TO SHOP

999 ISP

SUB TOW PO#22790

ISP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND 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 PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE VEHICLE MANUFACTURER OR THE PARTS MANUFACTURER OR DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received for had the opportunity to inspect any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE

CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

*SHOP SUPPLY COSTS:

We have added a charge equal to % of the total cost of labor and parts, not to exceed \$ to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

*"Dick Myers Chrysler Dodge Jeep, Where customers send their friends"**Thank You!*

Dealer CAR 2015 ADP 107/081 SERVICE INVOICE TYPE 7 - 2512C - AS15 - VIRGINIA 8090010

CUSTOMER COPY

CUSTOMER #: 21505

109690

**DICK MYERS
CHRYSLER DODGE JEEP**1711 S. Main St.
Harrisonburg, Virginia 22801
www.dickmyers.com

INVOICE

PAUL D'ANTONIO
2105 AMICUS RD
STANARDSVILLE, VA 22973-3577

PAGE 1

Phone: (540) 433-1800
Fax: (540) 434-3105HOME: CONT: 434-985-4572
BUS: CELL: 434-985-4572

SERVICE ADVISOR: 269 KATE E LAMBERT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLACK	15	DODGE 1500	3C6JR6AGXFG539973	KAT3971	3521/3525	T979	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
09DEC14 DL			17:30 27JUL15			CASH	28JUL15
R.O. OPENED		READY		OPTIONS:			
10:41 27JUL15		11:34 28JUL15					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	C/STS	SEL	IS ON	--RUNS OK			

CAUSE: LOOSE

0894CHQ3 ANALYSIS--FOUND ACTIVE GRILLE COVER

LOOSE DUE TO COVER BINDING--RECONNECTED AND

CLEARED CODE

111 WC

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00 (N/C)

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND 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 PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE VEHICLE MANUFACTURER OR THE PARTS MANUFACTURER OR DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***SHOP SUPPLY COSTS:**

We have added a charge equal to % of the total cost of labor and parts, not to exceed \$ to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW
UNLESS OTHERWISE
INDICATED.

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

"Dick Myers Chrysler Dodge Jeep. Where customers send their friends"

Thank You

CUSTOMER #: 21505

110149

**DICK MYERS
CHRYSLER DODGE JEEP**

INVOICE

1711 S. Main St.
Harrisonburg, Virginia 22801
www.dickmyers.com

STANARDSVILLE, VA

PAGE 1

Phone: (540) 433-1600

Fax: (540) 434-3105

HOME:

CONT

BUS:

CELL

SERVICE ADVISOR: 269 KATE E LAMBERT

COLOR	YEAR	MAKE	MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLACK	15	DODGE	1500	3C6JR6AGXFG	KAT3971	3810/4035	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. D
09DEC14 DD			17:30 10AUG15			CASH	14AUG15
R.O. OPENED	READY	OPTIONS:					

09:18 10AUG15 12:30 14AUG15

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A C/STS TWO TIMES WHEN MAKING LEFT TURNS RPM'S DROPPED AND VEHICLE LOST

POWER AND STEERING GOT TIGHT FOR A MINUTE OR SO-THEN WAS OKAY

NPF ADVISED CUSTOMER COULD NOT DUPLICATE

CONCERN--SEE LINE C

999 CP	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00
--------	------	--------	------	--------	------	---------------	------

B C/STS SOMETIMES WHILE DRIVING CAN FEEL ACCELERATION DROP FROM 37 TO 35 MPH

NPF ADVISED CUSTOMER COULD NOT DUPLICATE

CONCERN--SEE LINE C

999 CP	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE B:	0.00
--------	------	--------	------	--------	------	---------------	------

C HOOKED FLIGHT RECORDER AND FIX OF MANAGER WILL DRIVE BACK AND FORTH FROM WORK TO TRY TO DUPLICATE CONCERNS

TODD SEE STORY

999 CP	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:	0.00
--------	------	--------	------	--------	------	---------------	------

VERSION 1 (EMP# 203, 14AUG15 12:30): ADVISED CUSTOMER FIXED OPERATION MANAGER DROVE A TOTAL OF 225 MILES WITH FLIGHT RECORDER HOOKED UP AND COULD NOT DUPLICATE CONCERNS

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND 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 PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE VEHICLE MANUFACTURER OR THE PARTS MANUFACTURER OR DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.		SHOP SUPPLY COSTS:		DESCRIPTION	TOTALS
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received for had the opportunity to inspect any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.		We have added a charge equal to % of the total cost of labor and parts, not to exceed \$ to the Repair Order for shop supplies used in connection with this repair.		LABOR AMOUNT	0.00
DATE		ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.		PARTS AMOUNT	0.00
CUSTOMER SIGNATURE		AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE		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

*"Dick Myers Chrysler Dodge Jeep. Where customers send their friends"**Thank You!*

[REDACTED]
Stanardsville, VA [REDACTED]

September 4, 2015

Office of the President

FCA US LLC

PO Box 21-8004

Auburn, MI 48321-8004

Dear Sir,

Subject – IT ISN'T THROWING ANY CODES

Let me begin by saying I have driven Chrysler products for 62 years. My father was a mechanic at a small Chrysler Plymouth dealership for over 35 years and was very loyal to Chrysler. As a result, as soon as I received my driver's license at age 16, I drove Chrysler products. There was never any question. When I met my husband, he was a Chevy customer, but soon came to love Chrysler and we have driven nothing else since that time.

On January 29, 2015, he took delivery of his third Ram 1500 truck. The first two are still on the road in Delaware and are being used daily. The delivery date is an issue I shall address later. Shortly after, we began having trouble with the engine racing over 6000 RPMs after a long drive on interstate highways. We were advised by emergency services at the first incident to "get it off the road, it is not safe to drive". It has been in the shop multiple times since then always with the same result "IT ISN'T THROWING ANY CODES". The truck now has about 4000 miles on the odometer, many of which were put on by dealer employees attempting to discover the problem. It is something that just happens with no warning. From time to time we have had very quick icons on the dash, but they go away and do not turn up on the computer. We are now having incidents closer together and different. The latest has been loss of power and steering, and a gradual increase in speed, then dropping back while driving. We did have one incident when the check engine light appeared on the dash AND the computer. They were able to repair the problem which had something to do with a flap on the radiator. Apparently, the only thing that can be repaired is something that shows up on the computer, but IT ISN'T THROWING ANY CODES. How I wish my father were here, he was a mechanic, not a technician and I have learned there is a big difference between the two. I cannot understand why Dodge doesn't want to take this truck apart piece by piece to find out what the problem is. How many people have this issue and are not aware of it because they only use their vehicles for local driving.

We picked out the truck which was a dealer trade, ordered the accessories to be installed, and put down a deposit on December 9, 2014. We did not take actual delivery of the truck until January 29, 2015 because of issues with the accessories. The delivering dealer said there was nothing he could do

about the incorrect date because all the forms were computer generated. We have convinced Motor Vehicles that the actual date is January 29 and have a title and registration issued on that date. We have also convinced our local taxing authority of the correct date. The only things that remains unchanged are the Sirius radio and Chrysler Corp. I reported this to a customer service representative when I saw what was happening, and she looked into it and told me the selling dealer was going to correct the situation. It is only because of the dates on the repair orders that I realized it has not been done. The radio is not important, but since we own a truck that is apparently going to be in the shop at least monthly, I feel I should have the full benefit of the warranty. We are looking at about a 7 week difference. As things are going now, that could be two trips to the shop.

And then there is the arbitration. After reading the response from the Chrysler representative, it is perfectly clear that he or she did not read all of the forms and information that were forwarded to him. So many errors in the response! Of course the arbitrator wanted my husband to start the truck, which he did, and it started normally with no noise in the engine, her mind was made up and we lost the ruling. We never complained about a noise in the engine.

Nobody is listening except the service department when we explain that this does not happen all the time, but when it does, it is scary and dangerous. Even the district representative is not interested in coming to look at the problem until it throws a code. IT ISN'T THROWING ANY CODES! Two of the issues stated by Chrysler were, "they are driving it, it is okay" "they refused a rental car, it is okay". We are driving the truck because we were instructed to drive it to see if the incidents occur. We refused a rental car because we do have another vehicle and thought there was no reason for Chrysler to pay for a rental. The Chrysler decision is that the truck has never failed its purpose. How do they know what its purpose is? We use the truck for local errands etc. but mainly its purpose is for long over the road trips. My husband prefers to drive a truck because of the visibility and comfort, so it is NOT meeting its purpose and we no longer use it for long interstate driving.

We have attempted to trade it in but the new car manager has no idea of what value to place on it because of the problem, and the used car manager is not interested in having it in his inventory. We cannot trade it on another brand because I am sure all this is recorded on Car-Fax. And we cannot sell it with a clear conscience knowing there are problems. We have been very lucky, because we have been stopped most of the times the revving up has occurred. If it revs up when we are in traffic, be sure that someone is going to get killed. Another thought, would my insurance company liable for any damages? I would certainly hope not as these problems have been recorded with Chrysler since the beginning and once again, IT ISN'T THROWING ANY CODES!

Chrysler Corp. has sent us a check for \$500.00 to cover the time the truck has been in a shop. It is supposed to cover a payment. The truck was never financed which is another issue that was incorrect on the Chrysler response for the arbitration hearing. I almost wish it was financed, then maybe we'd have the bank fighting with us.

I feel we have spent \$32,000.00 for a vehicle that is not safe on the highway and certainly not up to the standards we have found in all of our other Chrysler vehicles. None of them had EVER been in a shop for anything other than regular maintenance and state inspections. It seems a shame to spend that much money for something to take to the grocery store, all the time with our hearts in our throats.

I am hoping you will look at our problem because no one else seems to hear, and we certainly are not making this up. We have been told over and over by your representatives that they would get to the bottom of the problem, but then the cases are closed and we wait for the next incident. I would appreciate hearing from you within 30 days. I am presently interviewing attorneys to take this case, should that be necessary.

Thank you in advance for your anticipated attention.

Very truly yours.



Cc: Gary Beverly, Harrisonburg Chrysler Plymouth

Wade Shick, Culpeper Chrysler Plymouth

[REDACTED]
Stanardsville, VA [REDACTED]

September 22, 2015

Chrysler Group LLC Customer Center

PO Box 8004

Auburn Hills, MI 48321-8004

To: Dodge Division

Customer Relations Department:

My name is [REDACTED] and I am writing this letter to provide you notice of the defects in my 2015 Dodge Ram 1500 Express Reg Cab 4X2, Vin #3C6JR6AGXFG [REDACTED] and [REDACTED] bought this vehicle on January 29, 2015 at Culpeper Chrysler in Culpeper, VA. Dealer and records are showing December 9, 2014, as delivery date which is incorrect.

The problems that I have had or currently have with my vehicle are as follows:

1. On April 19, 2015, the engine revved up over 6000 RPMs after a long drive (approx. 200 miles) when coming to a complete stop. Truck was towed into Carman Dodge in New Castle Delaware where they could find no problem because there were no codes on the computer.
2. April 20, 2015 same problem occurred on our way home from Delaware. Truck was taken to Dick Myers Dodge in Harrisonburg, VA with the same outcome.
3. May 17, 2015, vehicle revved up again in home garage and was again towed into Dick Myers – same result. Some symbols appeared on dash but nothing on computer.
4. July 24, 2015 check engine light appeared on dash but code appeared on computer so the repair was able to be made on July 27 – different issue.
5. August 5, 2015, loss of speed and power steering, speed stepping up and intermittently winding down while driving home at 35 mph. Taken to Dick Myers again.
6. August 10 to 14 truck was driven with flight recorder attached, still nothing recorded
7. September 13, 2015, truck was driven short distance, parked for about one hour, and revved up when it was started. Not taken to dealer because it seems useless. Dealer was notified.

I have attached copies of my Repair Orders for these problems. Please contact me as soon as possible so that these problems can be corrected once and for all. If you cannot fix these problems, I request a buy back of my vehicle.

1. Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.

2. Print your name and address on the reverse so that we can return the card to you.

3. Attach this card to the back of the mailpiece, or on the front if space permits.

Home Phone number 434-265-4572

Irishfans@centurylink.net

Paul J. O'Donoghue

Complete this section on delivery.

Paul J. O'Donoghue

2925, Tenth Avenue E. 112

Stoughton, MA 01553

Home Phone number 434-265-4572

Irishfans@centurylink.net

Paul J. O'Donoghue

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

CHRYSLER Group LLC
PO Box 8004
Auburn Hills MI
48321-8004

2. Article Number
(Transfer from service)

EK892328953US

PS Form 3811, July 2010

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Bob Jensen

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

Bob Jensen

C. Date of Delivery

8-3-05

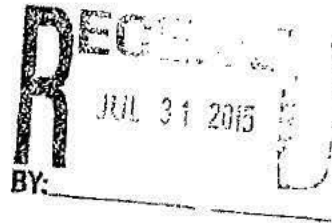
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Certified Mail®
- ☐ Registered
- ☐ Insured Mail
- ☒ Priority Mail Express™
- ☒ Return Receipt for Merchandise
- ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee)

☐ Yes



National Center for Dispute Settlement

12900 Hall Road • Suite 401

Sterling Heights, MI 48313

(800) 777-8119

(586) 226-2470

Fax: (586) 226-2559

CUSTOMER: [REDACTED]

CASE # [REDACTED]

I understand that I am not bound to the Decision of the Arbitrator(s) in my case unless I accept it. If I am dissatisfied with the Arbitrator(s)'s Decision or Chrysler Group LLC eventual performance, I may pursue other legal remedies if I choose, including the use of small claims court. Whether or not I accept the Arbitrator(s)'s Decision, however, the decision is admissible in any subsequent legal proceeding concerning the dispute.

I also understand that if I accept the Arbitrator(s)'s Decision, Chrysler Group LLC will be legally bound by the Arbitrator(s)'s decision.

You MUST mark one of the boxes below and return this form to NCDS within thirty (30) days. Otherwise, NCDS will consider that no response has been made to the decision and your case will be closed accordingly.

I ACCEPT THE ARBITRATOR(S)'S DECISION ☐

I DO NOT ACCEPT THE ARBITRATOR(S)'S DECISION ☒

SIGNED: [REDACTED]

PRINT NAME: [REDACTED]

DATE: 7.27.15

**Chrysler Group LLC (nka FCA US LLC)
Manufacturer Response Form**

Customer Name: Paul J. D'Antonio	Case #:
VIN: 3C6JR6AGXF02105 Dodge Ram 1500	Start Date: 6/24/2015

Manufacturer Information

Region: 35	Servicing Dealers: Dick Myers Chrysler Dodge Jeep (Harrisonburg, VA)
Can the hearing be held at the servicing dealership?	☒ Yes ☐ No
R/PD willing to mediate a settlement?	☒ Yes ☐ No

Manufacturer's Statement

Are the Customer's concerns covered under FCA US LLC's warranty? ☒ Yes ☐ No
The customer's concerns, if duplicated or verified, are covered under the manufacturer warranty.
Is the Customer's vehicle currently unrepaired? ☒ No Does the concern exist? ☒ No
The vehicle is currently repaired and operating as designed.
Is the use, value or safety of this vehicle substantially impaired? Explain: No. There is no substantial impairment of use, value or safety of this vehicle. The vehicle is currently repaired and operating as designed. FCA US LLC has complied with the terms of its written limited warranty.
Are the number of repair attempts or number of days down accurate? Yes.
The customer had no repairs under warranty. The customer visited the dealership on (April 23, 2015 at 1,332 miles) reporting a high revving engine after driving the vehicle for over four hours continuously and coming to a complete stop. The technicians test drove the vehicle a total of 290 miles with a flight box recorder and the customer drove the vehicle another 440 miles with the recorder between April 23 and May 12 in an attempt to duplicate the concern. The concern could not be duplicated and the recorder did not record any diagnostic trouble codes (DTCs) during this time. The vehicle spent a total of eight days at the dealership between April 23 and May 8, without any duplication of the concern. The customer was provided a rental vehicle during this time. Att. 2. The same issue was reported again on (May 18, 2015 at 2,154 miles). Again, the technicians test drove the vehicle with a flight box recorder for four days and 237 miles. The issue could not be duplicated. A rental vehicle was offered but declined by the customer. Att. 3. The service manager at Dick Myers indicated that the customer returned on May 20, 2015 with the same concern as previously stated. A flight recorder box was used on the vehicle for one week while the customer continued to drive it. The box was then taken out as the concern could not be duplicated and no diagnostic trouble codes were found.
The vehicle was purchased on December 1, 2014 from Chrysler of Culpeper located in Culpeper, Virginia, for \$33,051.78 including taxes, title, and fees, and financing \$33,051.78 33051.78
Please provide your position in regard to the Customer's claim(s): FCA US LLC has not breached the warranty or violated the Virginia Lemon Law. The vehicle has not been out of service for an unreasonable number of repair attempts for the same nonconformity which impairs the use, value or safety of the vehicle, has not been out of service for an unreasonable number of days for warranty repairs, and the nonconformity has not continued to exist.
There has been no substantial impairment of use as the purpose of the vehicle is to provide transportation and the customer's vehicle has never failed in its purpose; the customer has alleged no drivability issues; the vehicle has always gotten the customer from point A to point B without issue; the vehicle has always started, never sputtered or stalled, never experienced problems with the brakes, and never left him stranded. Nor is there any evidence that there has been a substantial impairment to safety or value; the vehicle has not malfunctioned in any manner, and has always provided safe, reliable transportation. The concern has not affected the operation, performance or safety of the vehicle, and the vehicle continues to be operated effectively and safely. The vehicle is repaired and operating as designed.
The service technicians at Dick Myers worked hard; keeping the vehicle for an extended period of time; test driving the vehicle a total of 527 miles with a flight box recorder, providing rentals, consulting with FCA US LLC, to try to duplicate the concern to satisfy the customer is only evidence of the dealer's commitment to customer service, and not evidence of a breach of warranty or of a failure to repair a substantial impairment.
At this time, the vehicle is operating as designed.
FCA US LLC will continue to repair the vehicle under the applicable warranty for defective conditions that can be duplicated and verified.
R/PD will participate ☒ By Phone Please contact the Manufacturer Representative at start of hearing
FCA Contact: Nancy Ponkowski Phone: (248)267-3265

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF ROCKINGHAM

[REDACTED]

and

[REDACTED]

Plaintiffs,

v.

CASE NO. _____

FCA US LLC,
SERVE:

CT Corporation System
Registered Agent
4701 Cox Road, Suite 285
Glen Allen, Virginia 23060

Defendant.

COMPLAINT

COME NOW the plaintiffs [REDACTED] and [REDACTED], by counsel, and move for judgment against the defendant on the grounds and in the amount as hereinafter set forth:

1. This is a case for breach of warranty and violation of the Motor Vehicle Warranty Enforcement Act.
2. Plaintiffs are consumers who reside in Stanardsville, Virginia.
3. Defendant FCA US LLC (hereinafter "CHRYSLER") is a corporation which does significant business through its authorized dealers in the County of Rockingham. Among its other authorized dealers/agents, which distribute and sell automobiles, is Chrysler of Culpeper (hereinafter "the dealer"), which is located in Culpeper, Virginia and repairing dealers Carman Chrysler and Dick Myers Chrysler.

BACKGROUND FACTS

4. Relying on the warranties, express and implied, given by the defendant and its agents, the plaintiffs agreed to purchase, took delivery of, and accepted a new 2015 Dodge Ram 1500, Vehicle Identification Number: 3C6JR6AGXFG [REDACTED] ("the vehicle"), on January 29, 2015, from the dealer in Culpeper, Virginia. The vehicle is warranted with a manufacturer's limited warranty and other warranties implied by law.

5. Soon after purchase, the plaintiffs discovered the vehicle did not conform to the contract as there are defects which cause the vehicle to fail to conform to the warranties: i.e. the engine revs abnormally high (idle race) when coming to a stop; there is loss of speed and power steering (serious safety defect) i.e. when making left turns the RPMs drop and the vehicle loses power and ultimately power steering; the engine speed steps up and intermittently winds down while driving; while driving plaintiffs actually feel the acceleration drop.

6. At the time plaintiffs took delivery of and accepted the vehicle, they were unaware of the defects and nonconformities because of the difficulty of discovery and because some of the problems have appeared subsequent to their purchase of the vehicle.

7. Soon after discovering the defects and nonconformities, the plaintiffs took the vehicle to Chrysler repairing dealers to have the nonconformities corrected. Six more repair attempts have not corrected the nonconformities within eighteen months of the date of delivery of the vehicle to them and the vehicle has been out of service for over thirty (30) days.

8. Chrysler received notice of the defects in the form of letters from the plaintiffs on September 4, 2015 and September 23, 2015. Chrysler also received notice when plaintiffs filed for arbitration on or about June 24, 2015. A decision was rendered which was rejected by plaintiffs on or about July 27, 2015.

9. The defects and nonconformities continue to exist and substantially impair the vehicle's use, market value, and safety to the plaintiffs, who have used it for their personal use, and who have properly used and serviced the vehicle while it has been in their possession.

10. At this time, the vehicle is in substantially the same condition as when it was delivered to the plaintiffs, with the exception of repairs done to the vehicle by the defendant's agents or authorized repair facilities, and damages caused by the defects and nonconformities and damages made by the dealer.

11. The vehicle, as accepted, has a substantially reduced value to the plaintiffs.

12. On December 11, 2015 the plaintiffs rejected or revoked acceptance of the vehicle and asked the defendant to return the purchase price and all other damages sustained and recoverable under Virginia law, if it could not fix it. The defendant has refused to do this.

COUNT ONE

BREACH OF EXPRESS AND IMPLIED WARRANTIES UNDER THE MAGNUSON-MOSS WARRANTY ACT

13. Plaintiffs incorporate the allegations of paragraphs 1 through 12 as if alleged herein.

14. Plaintiffs are "consumers" as defined in 15 U.S.C. §2301 (3); CHRYSLER fits the definition of "supplier" and "warrantor" as defined in 15 U.S.C. §2301 (4) and (5); and the vehicle is a "consumer product" as defined in 15 U.S.C. §2301 (1).

15. Chrysler does not have a dispute resolution mechanism which meets the requirements of 16 C.F.R. Part 703, promulgated by the Federal Trade Commission pursuant to §2310(a)(2) of the Magnuson-Moss Warranty Act.

16. The vehicle was manufactured after July 4, 1975 and an express Limited Warranty and an implied warranty of merchantability were given to plaintiffs as a part of the purchase, warranties which meet the definition of "written warranty" and "implied warranty" contained in 15 U.S.C. §2301 (6) and (7).

17. The Limited Warranty has failed of its essential purpose and the defendant has violated the Act due to its inability and/or refusal to repair or replace the nonconformity within a reasonable time, and due to its refusal to provide the plaintiffs with a refund. 15 U.S.C. §2304 (a)(1) and (4).

18. The defendant has also breached its implied warranty of merchantability since the vehicle, in view of the nonconformity and defendant's inability to correct them, was not fit for the ordinary purpose for which the vehicle was used. 15 U.S.C. §§2308, 2310 (d).

19. As a proximate result of defendant's violations of the Act and breach of its warranties, the plaintiffs have been damaged for which the defendant is responsible. 15 U.S.C. §§2304(a) and 2310(d).

COUNT TWO

VIOLATION OF THE MOTOR VEHICLE WARRANTY ENFORCEMENT ACT

20. Plaintiffs incorporate the allegations of paragraphs 1 through 19 as if alleged herein.

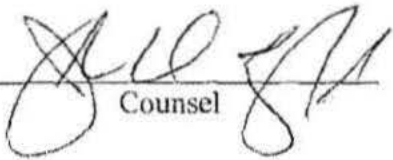
21. As individually defined in Section 59.1-207.11, et. seq., of the Code of Virginia, the plaintiffs are "consumers," "CHRYSLER" is a "manufacturer," "the vehicle" is a "motor vehicle," and the defect in the vehicle constitutes a "nonconformity."

22. The defendant and its agents have failed to correct nonconformities in the vehicle after a reasonable number of repair attempts, which has impaired the use, market value, and safety of the vehicle to the plaintiffs. It has refused the plaintiffs' demand for damages and its actions are in violation of the Motor Vehicle Warranty Enforcement Act, §§59.1-207.11, 207.13, and 207.14, Code of Virginia (1950).

WHEREFORE, the plaintiffs respectfully request this Court to award them damages for all money paid towards the purchase of the vehicle, including any deposit, trade-in, extended warranty, all of which at this time totals about THIRTY-FIVE THOUSAND FIVE HUNDRED NINETY-SEVEN DOLLARS and SEVENTY-EIGHT CENTS (\$35,597.78), plus any other collateral charges as defined in §59.1-207.11, incidental and consequential damages, loss of use, expert witness fees, pre-judgment interest, all reasonable attorney's fees, vehicle loan payments made after the filing of this suit, costs and expenses herein incurred.

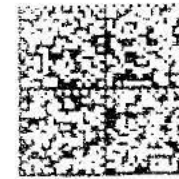
Trial by jury is demanded.

[Redacted]
And
[Redacted]

By: 
Counsel

John Cole Gayle, Jr.
VSB No. 18833
The Consumer Law Group, P.C.
5905 West Broad Street, Suite 303
Richmond, Virginia 23230
804 282-7900
804 673-0316 Fax

Counsel for Plaintiffs

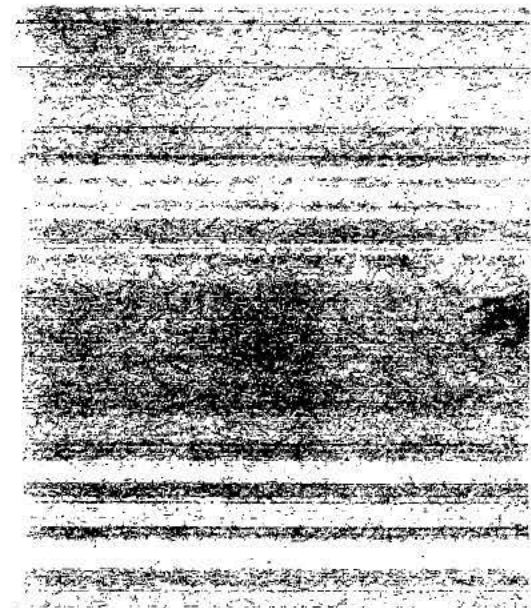


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5905 WEST BROAD STREET, SUITE 303
RICHMOND, VIRGINIA 23230

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





National Center for Dispute Settlement

12900 Hall Road • Suite 401

Sterling Heights, MI 48313

(800) 777-8119

(586) 226-2470

Fax: (586) 226-2559

June 30, 2015

[REDACTED]
Standardsville, VA [REDACTED]

RE: CASE # [REDACTED]

Dear [REDACTED]

We received your additional information on June 30, 2015, regarding the above referenced case. Please be aware that we will make this a part of your file, as well as forward copies to all interested parties.

Sincerely,

NCDS

Rosemary Bass x.114
Case Administrator

Enclosures: as noted

cc: Customer Relations Manager, Chrysler Group LLC
Dianna R. Johnson-Price

Select One Below:

Documents Only Hearing ☐
In Person Oral Hearing ☐

RECEIVED
JUN 30 2015
FCA US LLC
Customer Claim Form

FOR NCDS USE

CASE NUMBER:

BY: _____

CUSTOMER NAME AND ADDRESS

☒ Mr. First name _____ MI Last name _____
☐ Mrs. Street address _____
☐ Ms. _____
City STANDARDSVILLE State VA Zip Code _____
Day phone _____ Evening phone SAME Email _____

VEHICLE INFORMATION

Name(s) that appears on the vehicle title: _____
Is this a leased vehicle: Yes ☐ No ☒ Delivery Date: 1 / 1 / 1
Was this vehicle purchased used? Yes ☐ No ☒ Is vehicle used by a business? Yes ☐ No ☒ % of use _____
Make: Dodge Model: RAM 1500 Year: 2015 Current mileage: 2700
Vehicle Identification Number: 3C6JRBAGKFG
CULPEPER CHRYSLER
Selling dealer and address: 11030 JAMES MONROE HIGHWAY, CULPEPER VA 22701
DICK MYERS CHRYSLER
Dominant Servicing Dealer: 1711 S MAIN STREET, HARRISONBURG VA 22801

VEHICLE PROBLEM(S) (Attach legible copies of applicable repair orders or other documents that support your complaint)

Problem	List dealer(s) which have repaired or attempted repair (include city & state).	List the date, mileage, and repair order number for each repair attempt.	Does the problem currently exist? (Circle)
Example: A/C won't cool properly	Autoworld, Inc Anytown, VA	4/23/99 3,500 miles #B73540	☒ Yes ☐ No
ENGINE REVS TO OVER 4000 RPM'S	CARMAN CHRYSLER 193 S. DUPONT HWY NEW CASTLE DE 19720	4/20/2015 1035 MI DOC 5117686	☐ Yes ☐ No
AFTER LONG DRIVE	DICK MYERS	5/15/2015 1330 MI 106622	☒ Yes ☐ No
	DICK MYERS	5/18/2015 2381 MI 107417	☒ Yes ☐ No
			☐ Yes ☐ No

Has the vehicle been involved in an accident?

☐ YES ☒ NO

If YES, give date of accident: _____

Specify damaged area: _____

Resolution Sought:

Repurchase ☒ Replacement ☒
Repair ☐ Reimbursement ☐

X _____
SIGNATURE(S)

6/11/2015
DATE

Return all copies of this form to:

National Center for Dispute Settlement
P.O. Box 727
Mt. Clemens, MI 48046
(or email to: info@ncdsusa.org)

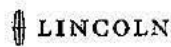
INFO@NCDSUSA.ORG

6/11/2015 called 6/19/2015
NR

CARMAN FORD-LINCOLN-CHRYSLER-JEEP-DODGE



QUALITY CARE
Where the Quality Continues



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New Castle, DE 19720
Service - (302) 323-2315
Parts - (302) 323-2311
Body Shop - (302) 323-2310

196 S. Dupont Hwy.
New Castle, DE 19720
Service - (302) 323-1660
Parts - (302) 323-1670

www.carmanautogroup.com
CARMAN...Driven By The Best!

CELL: 434-939-7786

CUSTOMER NO. 12415	ADVISOR CHRIS	TAG NO. 9776	INVOICE DATE 04/20/15	INVOICE NO. DOCS117686
	LABOR RATE	LICENSE NO.	MILEAGE 1,038	COLOR BLACK/
	YEAR / MAKE / MODEL 15/RAM/1500/2WD REG CAB 120.5			DELIVERY DATE
	VEHICLE ID. NO. 3 C 6 J R 6 A G X F G			DELIVERY MILES
	E.T.E. NO.	P.O. NO.	SELLING DEALER NO.	PRODUCTION DATE
			R.O. DATE 04/20/15	
RESIDENCE PHONE 302-999-0995	BUSINESS PHONE	COMMENTS		
MO: 1047				

LABOR & PARTS
CUSTOMER STATES THEY STOPPED AT A LIGHT ENGINE IDLE
STARTED TO RACE NO WARNING LIGHTS ARE ON E
PERFORMED DIAGNOSIS NO CODES STORED IN SYSTEM.PERFORMED
ROADTEST DID NOT VERIFY ANY DRIVABILITY CONCERNS AT
THIS TIME

JOB # 1 TOTAL LABOR & PARTS 0.00

23 POINT INSPECTION
FREE BATTERY TEST, FREE TIRE DATE INSPECTION
COMPLETED 23 POINT INSPECTION
PERFORMED FREE BATTERY TEST, PERFORMED FREE TIRE DATE
INSPECTION

JOB # 2 TOTAL LABOR & PARTS 0.00

CHECK THE VEHICLE FOR ALL AVAILABLE COMPUTER FLASHES
NO COMPUTER UPDATES ARE AVAILABLE

JOB # 3 TOTAL LABOR & PARTS 0.00

COMMENTS
TOW IN.SCHEDULED 4/20 @813AM SDN

TOTALS

* IMPORTANT *
* YOU MAY RECEIVE A SURVEY FROM DAIMLER CHRYSLER. IF YOU *
* ARE NOT COMPLETELY SATISFIED PLEASE CONTACT YOUR ADVISOR *
* BEFORE FILLING OUT YOUR SURVEY. *

CARMAN COLLISION GUARANTEES ALL BODY AND PAINT REPAIRS
AGAINST WORKMANSHIP AND PRODUCT DEFECTS FOR LIFE TO ORIGINAL
OWNER. ANY QUESTIONS CALL TOM AT 323-2310.
IF YOU HAVE ANY ISSUES AND OR CONCERNS WITH YOUR VEHICLE
PLEASE CONTACT THE SERVICE MANAGER, JIM HUEY AT
323-1660 EXT 1471
OUR SERVICE DEPARTMENT IS NOW OPEN WEDNESDAY NIGHTS UNTIL
8:00 PM AND SATURDAYS FROM 8:00-AM UNTIL 5:00 PM FOR YOUR
CONVENIENCE

TOTAL LABOR.... 0.00
TOTAL PARTS.... 0.00
TOTAL SUBLET... 0.00
TOTAL G.O.G.... 0.00
TOTAL MISC CHG. 0.00
TOTAL MISC DISC 0.00
TOTAL TAX..... 0.00

TOTAL INVOICE \$ 0.00

CUSTOMER SIGNATURE

CUSTOMER #: 21505

107417

**DICK MYERS
CHRYSLER DODGE JEEP**1711 S. Main St.
Harrisonburg, Virginia 22801
www.dickmyers.com

INVOICE

PAGE 1

Phone: (540) 433-1600
Fax: (540) 434-3105

STANARDSVILLE, VA

HOME: CONT
BNS: CELL

SERVICE ADVISOR: 269 KATE E LAMBERT

COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN / OUT		TAG
BLACK	15	DODGE 1500		3C6JR6AGXFC			2154/2391		T9005
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
09DEC14 DD			17:30 29MAY15				CASH	29MAY15	

R.O. OPENED	READY	OPTIONS:					
15:36 18MAY15	11:39 29MAY15						
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A C/STS ENGINE REVS WIDE OPEN AND SEL IS ON AND FLASHES AND LIGHTNING
BOLT DISPLAYS

T000 SEE STORY

999 CP					0.00	0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:
						0.00

VERSION 1 (EMP# 203, 29MAY15 11:34): ADVISED CUSTOMER TRUCK HAS NO
CODES STORED AND COULD NOT DUPLICATE CUSTOMERS CONCERN. ON THIS VISIT
DROVE TRUCK A TOTAL OF 237 MILES WHILE HERE AT DEALERSHIP. HOOKED UP
FLIGHT RECORDER SHOWED CUSTOMER HOW TO USE AND CUSTOMER WILL LET US
KNOW WITHIN A WEEK IF TRUCK ACTS UP

B VEHICLE TOWED TO SHOP

TOW VEHICLE TOWED TO SHOP

999 ISP (N/C)

SUBL TOW PO#22790

ISP						(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE B:
						0.00

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND 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 PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE VEHICLE MANUFACTURER OR THE PARTS MANUFACTURER OR DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

***SHOP SUPPLY COSTS:**
We have added a charge equal to % of the total cost of labor and parts, not to exceed \$ to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW
UNLESS OTHERWISE
INDICATED.**

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

Dick Myers Chrysler Dodge Jeep. Where customers send their friends"

Thank You!

CUSTOMER #: 21505

106622

**DICK MYERS
CHRYSLER DODGE JEEP**1711 S. Main St.
Harrisonburg, Virginia 22801
www.dickmyers.com

INVOICE

PAGE 1

Phone: (540) 433-1600
Fax: (540) 434-3105

STANARDSVILLE, VA

HOME: CONT
BUS: CELL

SERVICE ADVISOR: 269 KATE E LAMBERT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLACK	15	DODGE 1500	3C6JR6AGXFC		1332/2062	T7122
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	PAYMENT	INV DATE
09DEC14 DD			WAIT 11MAY15		CASH	11MAY15
R.O. OPENED	READY	OPTIONS:				
13:01 23APR15	15:04 11MAY15					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A/C/ST'S AFTER DRIVING 4 1/2 TO 5 HOURS AND COMING TO A STOP ENGINE REVS
REALLY HIGH AND ONCE WAS REVVING SO HIGH WOULD NOT GO INTO PARK

CAUSE: COULD NOT DUPLICATE CUSTOMERS CONCERN

85411801: Driveability, Trouble Not Found - No
repair/Trouble Not Found Driveability (2 -
Skilled)

117 WC

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

VERSION 1 (EMP# 203, 11MAY15 13:03): TEST DROVE VEH. WHILE HERE AT
DEALERSHIP A TOTAL OF 290 MILES, HAD FLIGHT RECORDER HOOKED UP AND
COULD NOT DUPLICATE CONCERN AND NO CODES STORED. CUSTOMER IS TO COME
BACK TO DEALERSHIP 5/14/15 AND WE WILL HOOK UP FLIGHT RECORDER AND SHOW
CUSTOMER HOW TO USE WHILE ON HIS TRIP AND THEN HE WILL RETURN FLIGHT
RECORDER ON 5/18/15...

C** MULTI-POINT INSPECTION

9023 MULTI-POINT INSPECTION

117 IMP

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

D** RENTAL VEHICLE

CAUSE: 8 DAYS RENTAL

RENTAL 8 DAYS RENTAL--APPROVED CASE # 26850309

999 WC

(N/C)

SUBL RENTAL PO#22619

WC

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE
PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL
WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF
MERCHANTABILITY AND 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 PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND
ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE VEHICLE
MANUFACTURER OR THE PARTS MANUFACTURER OR DISTRIBUTOR AND ONLY SUCH
MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH
WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY
CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF
TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the
Dealership to perform the services/repairs itemized in this invoice and that you received
(or had the opportunity to inspect) any replaced parts as requested by you. The vehicle
is being returned to you in exchange for your payment of the Amount Due.

*SHOP SUPPLY COSTS:

We have added a charge
equal to % of the
total cost of labor and
parts, not to exceed
\$ to the Repair
Order for shop supplies
used in connection with
this repair.

ALL PARTS ARE NEW
UNLESS OTHERWISE
INDICATED.

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

DATE CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

"Dick Myers Chrysler Dodge Jeep. Where customers send their friends"

Thank You!



VIRGINIA MOTOR VEHICLE REGISTRATION

VSA-0 (REV 08/06)

Title Number	Veh. Identification	(VIN)	Date Issued	Plate Number	Plate Type	Sticker	Expiration Date
	3C6JR6AGXFC		02/18/2015	KAT3971	PASI		08/31/2015
Vehicle Make	Model	Body	Year	Color	Fuel	Vehicle Use	Axles
RAM	1500	PICKUP	2015	BLK	GAS	PRIVATE	2
Purchase Date	Odometer at Titling	Lien at Reg	EW	GW	GVWR	GCWR	Unit #
01/29/2015	136	N	4,364	7,500			232568

TRANSFER

AND OR SURVIVOR

**THIS IS YOUR PERMANENT
REGISTRATION CARD.
YOUR VIRGINIA TITLE WILL BE MAILED
TO YOU IN ABOUT 8 TO 10 WEEKS.
IF YOU HAVE A LIEN, THE TITLE
WILL BE MAILED DIRECTLY TO
THE LIENHOLDER.**

STANARDSVILLE, VA,

GREENE

CMA 580
TT0248

This card must be carried in the motor vehicle when in operation but does not permit holder to operate a motor vehicle.



Virginia law requires you to notify DMV if you sell, trade or dispose of your vehicle or if you change your address.

If Your Vehicle Has Been Sold, Traded, or Disposed of:

SOLD/TRADED/DISPOSED OF DATE	VEHICLE WAS SOLD/TRADED/DISPOSED OF	
	☐ IN VIRGINIA	☐ OUT OF STATE (enter state name) _____

Mail this registration card to DMV, Attention Data Integrity, P.O. Box 27412, Richmond, Virginia 23269-001

If You Are Changing Your Address - use one of the following methods to notify DMV.

- Visit the DMV web site at www.dmvNOW.com, select Address Change and complete the online transaction.
- Visit the DMV web site at www.dmvNOW.com, select Forms and Publications - form ISD-01, Address Change Request. Complete form and send to DMV, Attention Data Integrity, P.O. Box 27412, Richmond Virginia 23269-0001.
- Call DMV at (804) 497-7100 and a customer service representative will assist you.

After your address change request is processed, all DMV mail addressed to you, including vehicle registration renewal and your driver's license renewal notices, will be sent to your new address.

If you change your residence/home address or mailing address to a non-Virginia address your driver's license or photo ID card may be cancelled.

DMV verifies insurance coverage of all registered vehicles. If you cancel your insurance, notify DMV and return the license plates. If you do not notify DMV, your driver's license will be suspended and all of your vehicle license plates will be cancelled.



COMMONWEALTH OF VIRGINIA

DEPARTMENT OF MOTOR VEHICLES



CERTIFICATE OF TITLE FOR A VEHICLE

KEEP IN SAFE PLACE ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THE DEPARTMENT OF MOTOR VEHICLES, COMMONWEALTH OF VIRGINIA, HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH, THAT THE APPLICANT NAMED ON THE FACE HEREON HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE, AND THAT, FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DEPARTMENT, THE HEREON DESCRIBED VEHICLE IS SUBJECT TO THE SECURITY INTEREST RECORDS ON FILE WITH THIS DEPARTMENT, AND AS DESCRIBED HEREON, IF ANY. THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH ALSO PROVIDE THAT ALL TITLE AND REGISTRATION INFORMATION IN THE OFFICE OF THE DEPARTMENT OF MOTOR VEHICLES IS PRIVILEGED AND ONLY SUBJECT TO DISSEMINATION TO AUTHORIZED AGENCIES, BUSINESS ORGANIZATIONS OR AGENTS, GOVERNMENTAL ENTITIES AND INDIVIDUALS UNDER THE CONDITIONS SPECIFIED BY MOTOR VEHICLE CODE SECTIONS 46.2-206, 46.2-209 AND 46.2-210.

ESTABLISHED 02/18/15 580 TT0248 ORIGINAL

VEHICLE IDENTIFICATION NO. 3C6JR6AGXE0339973 YEAR 2015 MAKE RAM MODEL PICKUP VIN 666507510
EMPTY WGT. 4364 GROSS WGT. 7500 GVWR 10000 CYR 0 AXLES 2 FUEL GAS SALES TAX PAID 1230.43 ODOMETER 000136 DATE ISSUED 02/18/15

OTHER PERTINENT DATA 000625 ODOMETER BRAND ACTUAL PRIOR TITLE NO. THIS IS NOT A TITLE NUMBER

STANARDSVILLE VA NO LIENS

VOID IF ALTERED

A Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address of Buyer(s).

Buyer(s) Name _____
Street _____ City, State, Zip _____
I certify to the best of my knowledge that the odometer reading is: ☐ ACTUAL Mileage ☐ NOT ACTUAL Mileage
(odometer discrepancy) ☐ IN EXCESS of Mechanical Limits ☐ Model year is 10 years or older and was exempted from odometer disclosure in prior state of title (applicant must present out-of-state title showing exemption).
DATE OF SALE _____
SALE PRICE _____
Signature of Seller(s) _____ Printed Name of Seller(s) _____
Signature of Buyer(s) _____ Printed Name of Buyer(s) _____
I am aware of the above odometer certification made by the Seller(s).
I am aware of the above odometer certification made by the Seller(s).
VSA21 Dealer's No. _____ Licensing Jurisdiction _____

VOID IF ALTERED

BUYERS ORDER

Chrysler of Culpeper
11030 James Monroe Highway
Culpeper, VA 22701-8081
(540) 547-3900
www.chryslerofculpeper.com

STOCK NO.	DEAL NO. 232568
CUSTOMER NO. 1035465	DATE OF SALE 12/09/2014

PURCHASER'S NAME		HOME ADDRESS	
CO/PURCHASER'S NAME		CITY, STATE, ZIP STANARDSVILLE VA 22973	
PLEASE ENTER MY ORDER FOR THE FOLLOWING:			
☒ NEW	☐ USED	COUNTY/TOWN GREENE	HOME PHONE
		BUS. PHONE	CELL PHONE
YEAR 2015	MAKE RAM	MODEL 1500	TYPE/DOORS PU
		COLOR BLACK	TYPE OF TRANSACTION ☒ PURCHASE ☐ LEASE
MILEAGE	VIN 3 C 6 J R 6 A G X F G		
PRICE INCLUDES FREIGHT, HANDLING, DELIVERY & PREP			31292.00
TOTAL PURCHASE PRICE			31292.00
PROCESSING FEE FOR CONSUMER SERVICES			589.00
TITLE TAX			1108.93
REG	TITLE 10.00	TAGS 2.00	DMV OLF 33.85 VASI 16.00 VSI FEES 61.85
TOTAL DELIVERED PRICE			33051.78
DEPOSIT SUBMITTED WITH ORDER			2000.00 (1)
ALLOWANCE FOR USED CAR TRADE-IN(S) AS APPRAISED			N/A
* LESS BALANCE OWING TO: (PURCHASER RESPONSIBLE FOR PAYOFF ACCURACY) APPROXIMATELY			N/A
Customer took delivery of vehicle on 1/29/2015. [Signature] Lewis Pepples Sr			EQUITY ON TRADE-IN(S) (2)
			N/A
ADDITIONAL DOWN PAYMENT ON DELIVERY (3)			
MANUFACTURER'S REBATE ASSIGNED TO DEALERSHIP BY CUSTOMER (4)			1500.00
TOTAL DOWN PAYMENT (1+2+3+4)			3500.00
EXTENDED SERVICE CONTRACT AND/OR AFTER SALES ITEMS INCLUDING			
TAX OF			N/A
SALESPERSON (1) CARPENTER, THURSTON		SALESPERSON (2)	BUSINESS MANAGER PEPPLES, LEWIS
BALANCE DUE ON DELIVERY			29551.78

The front and back of this buyer's order, along with other documents signed by Purchaser(s) in connection with this order, comprise the entire agreement between the parties affecting this purchase. No oral agreements or understandings shall be binding. Purchaser(s) acknowledges that he/she has been given the opportunity to review all documents prior to signing them and that he/she has not signed any documents in blank. By executing this Order, Purchaser(s) acknowledge he/she has read all of its terms and has received a fully completed copy. Purchaser(s) certifies he/she is 18 years of age or older. Until made effective, this order is not binding and Purchaser(s) may cancel and recover deposit.

NO LIABILITY INSURANCE INCLUDED UNLESS SPECIFICALLY INDICATED

IF THIS BUYERS ORDER IS FOR A NEW VEHICLE WITH MORE THAN 750 MILES PLEASE READ THIS NOTICE. Notice: This new motor vehicle has accumulated mileage in excess of 750 miles as the result of use as a demonstrator and/or as the result of delivery to a prior prospective purchaser who never took title to it and who returned it.

SECURITY AGREEMENT: Purchaser hereby grants Seller, its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased pursuant to this agreement, and such security interest shall remain in effect until all sums due hereunder have been paid in full.

IF YOU ARE FINANCING THIS VEHICLE PLEASE READ THIS NOTICE YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK. IF THE DEALER DOES NOT RETURN YOUR DOWN PAYMENT AND ANY TRADE-IN WHEN THE DEALER GETS THE VEHICLE BACK IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR, THE DEALER MAY BE LIABLE TO YOU UNDER THE VIRGINIA

WE OWE

DEAL# 232568

741684

NAME	[REDACTED]	STK. NO.		NEW	XX	USED	
ADDRESS	[REDACTED]	YEAR	2015	MAKE	RAM		
CITY	STANARDSVILLE	STATE	VA	ZIP	[REDACTED]	MODEL	1500
PHONE	[REDACTED]	SERIAL NO.	2CGJRCALXFC [REDACTED]				
SALESMAN		CARPENTER, THURSTON			DEL. DATE		
					12/09/14		

QTY.	NAME OF ITEM	PART	LABOR
	FREE STATE INSPECTIONS FOR LIFE.		
	CLEAN AND FUEL FOR DELIVERY.		
	TONNEAU COVER, BED EXTENDER,		
	RUNNING BOARDS. NOTHING FURTHER OWED.		

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER *x P. J. D'...*

DATE 12/09/14

APPROVED

MGH

YOU OWE

741684

	TO BE RECEIVED BY DATE		TO BE RECEIVED BY DATE
1) Title to Trade In Vehicle		5) Other	
2) All Monies		6) Other	
3) Valid Insurance Card		7) Other	
4) Other		8) Other	

I hereby agree to provide the above listed item(s) to the dealer. I understand that the sales transaction is not completed until I provide such items.

x P. J. D'...
APPROVED BY: *[Signature]*

DATE: 12/09/14

MGH

SERVICE DEPT.

SERVICE DEPT.



National Center for Dispute Settlement

June 24, 2015

12900 Hall Road • Suite 401

Sterling Heights, MI 48313

(800) 777-8119

(586) 226-2470

Fax: (586) 226-2559

[REDACTED]
Standardsville, VA [REDACTED]

RE: CASE # [REDACTED]

Dear [REDACTED]

This will confirm your decision to select the EDS process administered by the National Center for Dispute Settlement (NCDS). Accordingly, we have appointed arbitrator, Dianna R. Johnson-Price, to hear and decide your claim.

Enclosed are the "Rules & Procedures for the Expedited Dispute Settlement (EDS) of Auto Warranty Disputes." Please review them carefully so that you are familiar with the process. While the EDS process is not a "Lemon Law" proceeding, the Arbitrator will consider the State "Lemon Law" in discussing and resolving your claims. You should be familiar with that law and be prepared to present relevant evidence, including ALL SERVICE REPAIR RECORDS.

You may be contacted by NCDS prior to the hearing date in an attempt to help you and Chrysler Group LLC (Chrysler) reach a voluntary agreement to resolve your dispute. Your cooperation in this preliminary mediation process is strictly voluntary, but may prove to be beneficial in resolving your dispute. Your cooperation in this mediation process will not, in any event, preclude you from exercising your rights under the EDS process.

NCDS will be responsible for monitoring the progress of this case and will be happy to answer any questions you may have about the EDS process.

Sincerely,

NCDS

Rosemary Bass x.114
Case Administrator

Enclosure: as noted

cc: Customer Relations Manager, Chrysler Group LLC
Dick Myers Chrysler Dodge Jeep, Inc.
Dianna R. Johnson-Price



National Center for Dispute Settlement

June 24, 2015

12900 Hall Road • Suite 401

Sterling Heights, MI 48313

(800) 777-8119

(586) 226-2470

Fax: (586) 226-2559

[REDACTED]
Standardsville, VA [REDACTED]

RE: CASE # [REDACTED]

Dear [REDACTED]

Your request for arbitration has been received. Your request appears to meet the Customer Arbitration Process requirements for jurisdiction and has been assigned the case number shown above.

You will receive a call from NCDS to confirm which process you have selected. If you selected a single decision maker and an oral hearing, you will receive additional information to let you know when and where your hearing will take place. If you do not appear at the scheduled hearing, Chrysler Group LLC (Chrysler) will still be entitled to make their presentation. If you do not want to make an oral presentation and you selected a 3-person panel, your dispute will be decided on the basis of documents submitted by all involved parties. You do not need to be present at a "documents only" decision process.

NCDS and/or Chrysler may contact you in an attempt to mediate the dispute prior to the arbitration hearing. If you agree to a settlement, the terms of the agreement will be put in writing and you will be asked to sign the settlement agreement. Your case will then be closed. If you do not agree to any settlement, a decision will be issued after your scheduled hearing or panel review. You will receive a written decision by the arbitrator within 10 days after the hearing or panel review. You may either accept or reject the decision. If you accept the decision, Chrysler will comply with the decision within the time stipulated. If you reject the decision, your case will be closed and you will be free to take any action you choose. If you need any information about your case, you may call NCDS at 866-662-4639.

Sincerely,

NCDS

Rosemary Bass x.114

Case Administrator

Enclosures: as noted

cc: Customer Relations Manager, Chrysler Group LLC

Select One Below:

Documents Only Hearing ☐ *6/23/15*
 In Person Oral Hearing ☒ *988*

FCA US LLC
Customer Claim Form

FOR NCDS USE

CASE NUMBER:

CUSTOMER NAME AND ADDRESS

☒ Mr. First name [REDACTED] MI *J* Last name [REDACTED]
☐ Mrs. Street address [REDACTED]
☐ Ms. [REDACTED]
 [REDACTED] *SEWARDVILLE* State *VA* Zip Code [REDACTED]
 Day phone [REDACTED] Evening phone *5AMV* Email [REDACTED]

VEHICLE INFORMATION

Name(s) that appears on the vehicle title: [REDACTED]
 Is this a leased vehicle: Yes ☐ No ☒ Delivery Date: *1 1*
 Was this vehicle purchased used? Yes ☐ No ☒ Is vehicle used by a business? Yes ☐ No ☒ % of use _____
 Make: *Dodge* Model: *RAM* Year: *2015* Current mileage: *2700*
 Vehicle Identification Number: *3C6JRBAGXFG* [REDACTED]
CULPETER CHRYSLER
 Selling dealer and address: *11030 JAMES MONROE HIGHWAY CULPETER VA 22701*
DICK MYERS CHRYSLER
 Dominant Servicing Dealer: *1711 S MAIN STREET HARRISONBURG VA 22801*

VEHICLE PROBLEM(S) (Attach legible copies of applicable repair orders or other documents that support your complaint)

Problem	List dealer(s) which have repaired or attempted repair (include city & state).	List the date, mileage, and repair order number for each repair attempt.	Does the problem currently exist? (Circle)
Example: A/C won't cool properly	Autoworld, Inc Anytown, VA	4/23/99 3,500 miles #B73540	☒ Yes ☐ No
ENGINE REVS TO OVER 1000 RPM'S	CARMAN CHRYSLER 193 S DUPONT HWY NEW CASTLE DE 19720	4/20/2015 1038 MI D063117686	☒ Yes ☐ No
AFTER LONG DRIVE	DICK MYERS	5/10/2015 1892 MI 106622	☒ Yes ☐ No
	DICK MYERS	5/11/2015 2321 MI 107417	☒ Yes ☐ No
			☐ Yes ☐ No

Has the vehicle been involved in an accident?

☐ YES ☒ NO

If YES, give date of accident: _____

Specify damaged area: _____

Resolution Sought:

Repurchase ☒ Replacement ☒
 Repair ☐ Reimbursement ☐

[REDACTED]

SIGNATURE(S)

DATE

6/11/2015

Return all copies of this form to:

National Center for Dispute Settlement
 P.O. Box 727
 Mt. Clemens, MI 48046
 (or email to: info@ncdsusa.org)

INFO@NCDSUSA.ORG



Re: claim form 6/11/2015
Ruth D'Antonio to: RBass

06/23/2015 11:15 AM

Thank you for your attention to my problem. We have decided that we would like to have an in person hearing.

Do you need me to forward all the documents at this time.

I would appreciate it if you could call me when you have time.

Ruth D'Antonio
434 985 4572

From: RBass@ncdsusa.org
To: irishfans@centurylink.net
Sent: Tuesday, June 23, 2015 10:50:20 AM
Subject: Re: claim form 6/11/2015

Good Afternoon :

NCDS has received your **Incomplete Customer Claim Form**, and will review it for eligibility. Please submit the supporting documentation (**registration, title, repair order(s), and purchase or lease agreement**).

Also, you **must** select one of two options for a hearing process selection as noted below.

1. In Person Hearing - You will appear in person at the servicing dealer and present your case to a single arbitrator. A representative from Manufacturer will also be present at this hearing. This option affords you the opportunity to test drive and/or inspect the vehicle in an attempt to demonstrate or duplicate the issue in the presence of the arbitrator. Also, the hearings are held Monday - Friday between 9:00 AM - 3:00 PM and typically last for about an hour.
2. Document Only - NCDS will forward all evidence from your claim as well as any evidence from Manufacturer to a three member arbitration panel, who will render a decision based solely on the documents. **You will not need to appear in person for this hearing.** The "document only" has 3 panel members and a deadline to submit evidence prior to the hearing. Additionally, the panel will be unable to inspect the vehicle or participate in a test drive.

Please provide your selection by **responding to this email** rbass@ncdsusa.org or **via telephone within 48 hours.**

Thank you,

Rosemary M. Bass

Chrysler Case Administrator
Phone: 800.777.8119 ext.114 Fax: 586.226.2559
email: rbass@ncdsusa.org Website: www.ncdsusa.org

From: Debbie Lech/Ncds
To: [REDACTED]
Cc: Rosemary Bass/Ncds@NCDS
Date: 06/23/2015 10:42 AM
Subject: Re: claim form 6/11/2015

This email is also being sent to Rosemary Bass, who is the Case Administrator for Dodge vehicles. She will respond to you within 24 hours regarding your claim filing. She can be reached at rbass@ncdsusa.org.

=====
Best regards,

Debbie Lech
Operations Manager
NCDS/CDSP
12900 Hall Road, Suite 401
Sterling Heights, MI 48313
586.226.2470 x. 113
800.777.8119 x. 113
586.226.2559 fax
www.ncdsusa.org

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Ruth D'Antonio <Irishfans@centurylink.net>
06/23/2015 10:35 AM

To: DLech@ncdsusa.org
cc
Subject: Re: claim form 6/11/2015

2015Dodge Ram 1500. I am attaching a copy of the claim form.

Thanks for your response to my e-mail. I have been trying to follow up on this and getting no response to my messages.

Ruth D'Antonio

From: DLech@ncdsusa.org
To: "Ruth D'Antonio" <irishfans@centurylink.net>
Sent: Tuesday, June 23, 2015 9:50:40 AM
Subject: Re: claim form 6/11/2015

What is the make and model of your vehicle? We are not showing a current case for you. Did you complete and send in a Customer Claim Form, which you can download from our website?

From: [REDACTED]
To: info@ncdsusa.org
Date: 06/23/2015 06:18 AM
Subject: claim form 6/11/2015

We have not heard anything regarding this claim and cannot get an answer or response to messages on the phone.

Was it received?

Is anything happening?

Do you need more information?

Please respond. This truck is not being used for the intended purpose, and is very frustrating to say the least.

My I have the courtesy of a response!

[attachment "floor plan.pdf" deleted by Rosemary Bass/Ncds]



Re: claim form 6/11/2015

Debbie Lech to: [REDACTED]

Cc: Rosemary Bass

06/23/2015 10:42 AM

This email is also being sent to Rosemary Bass, who is the Case Administrator for Dodge vehicles. She will respond to you within 24 hours regarding your claim filing. She can be reached at rbass@ncdsusa.org.

Best regards,

Debbie Lech
Operations Manager
NCDS/CDSP
12900 Hall Road, Suite 401
Sterling Heights, MI 48313
586.226.2470 x. 113
800.777.8119 x. 113
586.226.2559 fax
www.ncdsusa.org

This e-mail transmission and any documents, files or previous e-mail messages attached to it, are confidential and are protected by the work product doctrine. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any review, discussion, copying, or dissemination, distribution or use of any of the information contained in, or attached to this e-mail transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify me by forwarding this e-mail to dlech@ncdsusa.org, and then delete the message and its attachments from your computer.



06/23/2015 10:35 AM

To: DLech@ncdsusa.org

cc

Subject: Re: claim form 6/11/2015

06/23/2015 10:35:51 AM

2015Dodge Ram 1500. I am attaching a copy of the claim form.

Thanks for your response to my e-mail. I have been trying to follow up on this and getting no response to my messages.



From: DLech@ncdsusa.org

To: [REDACTED]

Sent: Tuesday, June 23, 2015 9:50:40 AM

Subject: Re: claim form 6/11/2015

What is the make and model of your vehicle? We are not showing a current case for you. Did you complete and send in a Customer Claim Form, which you can download from our website?

From: [REDACTED]

To: Info@ncdsusa.org

Date: 06/23/2015 06:18 AM

Subject: claim form 6/11/2015

We have not heard anything regarding this claim and cannot get an answer or response to messages on the phone.

Was it received?

Is anything happening?

Do you need more information?

Please respond. This truck is not being used for the intended purpose, and is very frustrating to say the least.

My I have the courtesy of a response!

[REDACTED]



floor plan.pdf

PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup
Drake ELCO email

29602976

Special Investigations Group

From: Drake, Angela M <Angela.M.Drake@ehi.com>
Sent: Friday, July 01, 2016 3:44 PM
To: Special Investigations Group
Subject: RE: 2015 Dodge Durango VIN 1C4RDHDG4FC [REDACTED] CAIR: [REDACTED]

1. The complete address for the location at which the vehicle may be inspected in its damaged state (this is needed in order to determine which inspector is sent).
**The vehicle is on hold at Joe Ricci Auto Center
12200 Telegraph Rd.
Taylor, MI. 48180**
2. A copy of the police/fire department report to this incident.
Not yet received.
3. Copies of repair estimates or repair bills.
No estimate or repair. The vehicle is isolated, cannot be touched.
4. A copy of the engineering or inspection report you may possess relating to this incident, as well as the photographs.
No report or photos
5. A detailed explanation as to why you feel we have a liability in this matter.
The car was running for 5 minutes then rolled forward into another parked vehicle.



Angela Drake
Liability Claims Representative
7A04
P.O. Box 99
Lombard, IL 60148
630-705-3995 Direct
630-345-9491 Fax
angela.m.drake@erac.com

P.O. Box 99
Lombard, IL 60148

From: Special Investigations Group [<mailto:Chryslersi@fcagroup.com>]
Sent: Thursday, June 30, 2016 10:52 AM
To: Drake, Angela M
Subject: RE: 2015 Dodge Durango VIN 1C4RDHDG4FC [REDACTED] CAIR: [REDACTED]

Good Morning,

A review of our records indicates that this is the first notification we have had of this loss. In order for us to properly evaluate your claim, we require the following information:

1. The complete address for the location at which the vehicle may be inspected in its damaged state (this is needed in order to determine which inspector is sent).
2. A copy of the police/fire department report to this incident.
3. Copies of repair estimates or repair bills.

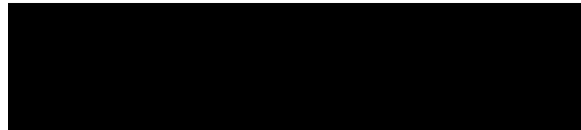
PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup



THE LAW OFFICES OF
TED B. LYON & ASSOCIATES, P.C.

TOWN EAST TOWER - SUITE 525, 18601 LBJ FREEWAY
MESQUITE, TEXAS 75150-5632
TEL (972) 279-6571 FAX (972) 279-3021

TED B. LYON, JR.
BILL ZOOK*
RICHARD MANN
JOHN HALLMAN*
*Board Certified in
Personal Injury and Civil Trial Law
Texas Board of Legal Specialization
* Licensed in Texas and New Mexico

MARQUETTE WOLF*
BEN TAYLOR†
JOSH BIRMINGHAM
CHARLES A. BENNETT
†Board Certified in
Civil Appellate Law
Texas Board of Legal Specialization
*Licensed in Texas and Oklahoma

September 11, 2015

Via First Class and Certified Mail RRR

Dodge Customer Center
P.O. Box 21-8004
Auburn Hills MI 48321-8004
(800) 992-1997

Randall Noe Chrysler Dodge Jeep RAM
1608 W Moore Ave,
Terrell, TX 75160
(972) 524-3775

Re: Edwin Henry Personal Injury from Dodge Ram 1500

To Whom It May Concern:

This law firm represents Edwin Henry in the matter of his personal injury caused by the Dodge Ram 1500 truck with Vehicle Identification Number IC6RR6LT4 [REDACTED]. This is a notice letter of a claim for Mr. Henry's personal injuries.

[REDACTED] purchased the vehicle from Randall Noe Chrysler Dodge Jeep RAM on or about April 1, 2014.

On or about May 1, 2015, [REDACTED] left his vehicle running in park, exited the vehicle, and stood several feet behind the vehicle while he engaged in a conversation with another individual. Somehow, nearly a minute or more after exiting the vehicle and even though nobody else was in the vehicle, the vehicle rolled backwards several feet up a hill and ran over Mr. Henry's lower leg, fracturing his tibia. Mr. Henry sustained significant personal injuries as a result of the incident.

I have tried to contact Dodge by phone over the last month but have yet to receive a response. We plan on conducting an investigation with an expert to determine the cause of this incident. Since the date of the incident, Mr. Henry has maintained possession of the vehicle and has not done any destructive testing or investigation. It has been serviced, but only the oil was changed.

FCAUS LLC
Office of the General Counsel

NOTICE OF CLAIM

SEP 15 2015
By WJG (May/Reg. Agent/
Sec. of State/Proc Server)

PAGE 1 OF 2

If I do not hear from you within 21 days from the date of this letter, we will conduct our own investigation of this vehicle, and I may advise my client to file suit against you for his personal injuries. Please contact me immediately if you have any questions or concerns, or if you would like to be involved in the inspection of this vehicle.

Sincerely,

/s/ Charles A. Bennett

Charles A. Bennett

Attorney at Law

cc: Client

**MONROE COUNTY SHERIFFS OFFICE**5525 COLLEGE ROAD
KEY WEST, FL 33040
305-292-7000SUPPLEMENT NUMBER
1**OFFENSE REPORT**

Report Date / Time 05/01/2015 10:56 PM	Offense Description 37-0 INFORMATION REPORT - SAR/MOIR
External Case Reference Number	Range of Occurrence Date/Time 05/01/2015 09:48 PM to 05/01/2015 09:50 PM

LOCATION OF OCCURRENCE

County MONROE	City KEY LARGO, FL	Latitude 25.09311	Longitude -80.44386
Location Category Vehicle	Location Type Other vehicle	Location Description sunset cove resort	Location Status None
Weather ☒ Clear ☐ Cloudy ☐ Fog ☐ Rain ☐ Snow ☐ Hail ☐ Other ☐ Unknown	Lighting Condition Night		

PERSON: OTHER PERSON

First Name [REDACTED]	Middle Name [REDACTED]	Last Name [REDACTED]	Suffix [REDACTED]	Date of Birth [REDACTED]	Race W	Sex M	Height [REDACTED]	Weight [REDACTED]	Hair [REDACTED]	Eyes [REDACTED]
Place of Birth [REDACTED]	Nation [REDACTED]	Driver's License or Other ID [REDACTED]	State TX	Class or Type [REDACTED]						
Address [REDACTED]	City TRINIDAD	County [REDACTED]	State TX	Zip Code [REDACTED]	Phone [REDACTED]					
Residence Status Within Jurisdiction	Vehicle on Report Associated with Person				☐ Arrested	☐ Wanted				

PERSON: WITNESS A

First Name [REDACTED]	Middle Name [REDACTED]	Last Name [REDACTED]	Suffix [REDACTED]	Date of Birth [REDACTED]	Age 40	Race B	Sex M	Height 6'00"	Weight 175	Hair BLK	Eyes BRO
Place of Birth CUTLER BAY	Nation US	Driver's License or Other ID [REDACTED]	State [REDACTED]	Class or Type [REDACTED]							
Address 18900 FRANJO RD	City MIAMI	County [REDACTED]	State FL	Zip Code [REDACTED]	Phone [REDACTED]						
Residence Status Within Jurisdiction	Vehicle on Report Associated with Person				☐ Arrested	☐ Wanted					
Occupation [REDACTED]	Employer UNEMPLOYED	Master Business Index Number [REDACTED]									
Address [REDACTED]	City [REDACTED]	State [REDACTED]	Zip Code [REDACTED]	Phone [REDACTED]							

PERSON: WITNESS B

First Name [REDACTED]	Middle Name [REDACTED]	Last Name [REDACTED]	Suffix [REDACTED]	Date of Birth 01/23/1985	Age 30	Race W	Sex M	Height [REDACTED]	Weight [REDACTED]	Hair [REDACTED]	Eyes [REDACTED]
Place of Birth [REDACTED]	Nation [REDACTED]	Driver's License or Other ID [REDACTED]	State [REDACTED]	Class or Type [REDACTED]							
Address 5106 FAIRHAVEN ROAD	City DAVENPORT	County [REDACTED]	State IA	Zip Code [REDACTED]	Phone [REDACTED]						
Residence Status Within Jurisdiction	Vehicle on Report Associated with Person				☐ Arrested	☐ Wanted					

BUSINESS: OTHER

Business Name SUNSET COVE RESORT MOTEL	Contact (Person) CORNELL BUD	Phone Number (305)451-0705
Address 99360 OVERSEAS HWY	City KEY LARGO	State FL
	County [REDACTED]	Zip Code 33037

AUTOMOBILE: OTHER / ASSOCIATED WITH VEHICLE

State & License Plate Number TX [REDACTED]	VIN IC6RR6LT4E [REDACTED]	Year 2014	Make DODG	Model RAM	Style PK	Color (Body) RED
Doors 4	Order Description [REDACTED]	Value 20000	Vehicle Linked to Person [REDACTED]	Vehicle Linked to Business [REDACTED]		

CHARGES

Counts 1	Charge Number 777.777	Charge INFORMATION REPORT
Charge Degree [REDACTED]	Charge Level [REDACTED]	General Offense Code PRINCIPAL
Charge Description [REDACTED]		☐ Hate Crime ☐ Domestic Violence

INITIAL NARRATIVE: 05/01/2015 10:56 PM

Reporting Officer Call Number 7116	Officer Name GONZALEZ, GIL	Permanent ID Number MCSO13PER000107	Approving Supervisor Approved ☒	Supervisor Name WHITEHOUSE, SYDNEY	Permanent ID Number MCSO04PER000147
--	-------------------------------	--	---	---------------------------------------	--

On May 1, 2015, I responded to 99360 Overseas Highway, (Sunset Cove Resort) located in Key Largo, Monroe County, Florida, in reference to a medical emergency. Upon arrival I made contact with an older white male, later identified by Texas DL as [REDACTED] stated his leg had been pinned under his truck. [REDACTED] stated he exited his vehicle, and his vehicle somehow rolled back and ran over his left leg. Meds responded to the scene, and later air lifted Edwin via Trauma Star to Ryder Trauma in Miami Florida.

I made contact with [REDACTED] who stated he was standing outside when he observed a red pickup truck pull into the resort. Kevin stated he observed a white male [REDACTED] exit the vehicle and walk towards the rear of the truck, red in color Dodge Ram, bearing Texas [REDACTED] stated the truck began to roll back,

Report Date / Time 05/01/2015 10:56 PM	Offense Description 37-0 INFORMATION REPORT - SAR/MOIR
External Case Reference Number	Range of Occurrence Date/Time 05/01/2015 09:48 PM to 05/01/2015 09:50 PM

striking [REDACTED] and trapping his left leg under the rear left tire. Kevin stated he ran over to the vehicle, and he and several bystanders were able to get the vehicle moved off of [REDACTED]. Kevin provided a sworn written statement.

I then made contact with an additional witness, [REDACTED] stated he exited he hotel room, and heard loud screams. Gabriel stated he believed it was a fight and walked over in the direction of the screams. Gabriel stated he then observed several bystanders attempting to assist a white male [REDACTED] who's leg was pinned under the vehicle. [REDACTED] stated one of the bystanders informed him to reverse the vehicle to free Edwin. Gabriel stated when he entered the vehicle the shifter was in reverse. [REDACTED] was able to move the vehicle, while other bystanders were able to drag [REDACTED] from underneath the vehicle and await LEO response. [REDACTED] provided a sworn written statement.

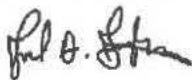
Meds were able to stabilize [REDACTED] who did have deformities in both left and right legs. The scene was turned over to Medical, who transported Edwin to the designated landing zone for Trauma Star.

Nothing further at this time.

ASSISTING OFFICERS

Rank ► SERGEANT	Officer Name WHITEHOUSE, SYDNEY	ID Number	Agency MONROE COUNTY SHERIFFS OFFICE
Rank ► DEPUTY	Officer Name CROSS, BRYAN	ID Number 8874	Agency MONROE COUNTY SHERIFFS OFFICE

REPORTING OFFICER / SUPERVISOR APPROVAL

Reporting Officer		Approving Supervisor	
Call Number 7116	Name GONZALEZ, GIL	ID Number	Rank SERGEANT
Signature 		Name WHITEHOUSE, S	
		Signature 	

OFFICE OF THE SHERIFF
MONROE COUNTY, FLORIDA
STATEMENT FORM

2793
Incident # NY 501307-2798
Date 5/1/15

Page 1 of 1

NAME [REDACTED] DATE OF BIRTH [REDACTED]
FIRST MIDDLE LAST MONTH DAY YEAR

ADDRESS [REDACTED] Davenport IA [REDACTED]
STREET CITY STATE ZIP

BUSINESS ADDRESS [REDACTED]
STREET CITY STATE ZIP

TELEPHONE [REDACTED] () BUSINESS () OTHER
HOME

PLEASE PRINT LEGIBLY.

I hereby state the following: Upon exiting my hotel unit I heard shouting. I found a man with his left leg stuck under the drivers side rear tire of what was said to be his own truck. 3-4 people were holding the truck to try to relieve pressure. The truck was side by side with another truck which made access to victim difficult. I was told to get in the truck and move it backwards to free the mans leg. When I entered the vehicle it was already in reverse and running. I reversed the vehicle then exited and helped the man move away from the tire. Then I drove the truck forward and away from the area. I was told by subjects helping that the man got out of the vehicle and then was struck by it as it began to roll backwards.

I have read each page of this statement consisting of 1 page(s) and I swear or affirm that it is true to the best of my knowledge or belief.

Signed [Signature] 54885/714
Notary Public or Officer Authorized to Administer an Oath

Date 5/1/15
5/1/15

OFFICE OF THE SHERIFF
MONROE COUNTY, FLORIDA

2798
Incident # MS0150FF00279
Date 5/01/15

Page 1 of 1

STATEMENT FORM

NAME

[REDACTED]

DATE OF BIRTH

[REDACTED]

ADDRESS

[REDACTED]

Cutler Bay

FL

[REDACTED]

STREET

CITY

BUSINESS ADDRESS

STREET

CITY

STATE

ZIP

TELEPHONE

[REDACTED]

HOME

BUSINESS

OTHER

PLEASE PRINT LEGIBLY.

I hereby state the following:

Older man gets out of his truck and it began
to roll back on him. His red truck was still on.
I stop the truck from running him over.

I have read each page of this statement consisting of 1 page(s) and I swear or affirm that it is true to the best of my knowledge or belief.

Signed

[Signature] 598857116

Notary Public or Officer Authorized to Administer an Oath

Date

5-1-15

5/1/15

Date

OPS10.03/97

PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup
Herbette (Steven)

CASE INFORMATION

Date Filed:	03/18/2016	Total Company Claim Amount:	\$ 3,681.30
Date of Loss/Accident:	08/21/2015	Deductible Paid By Insured:	\$ 200.00
Place of Loss/Accident:	NEW HAVEN, CT	Legal Fees Sought:	\$ 0.00

Party	Subsidiary	Representative	File Number/Remit Addr	Insured Name
App	ALLSTATE INSURANCE COMPANY PO BOX 21169 1745 LOCH HAVEN ROAD ROANOKE, VA 24018-0537	DAVID LAUGHLIN 800-776-2615 x7132	ATTN: Recovery Unit PO BOX 650271 DALLAS, TX 75265-0271	
Rsp 01	FCA US LLC (FIAT CHRYSLER) PO BOX 218004 AUBURN HILLS, MI 48321-8004	MR. KON 586-274-8162	28065078	FIAT CHRYSLER

Arbitrator(s) considered the following in rendering the decision (Hearing Representation Information):

Applicant APPLICATION, CONTENTIONS, ALL LISTED EVIDENCE RECEIVED
Respondent 1 NO ANSWER

DECISION INFORMATION

Arbitrator #1: AF Staff Arbitrator Date Closed: 08/01/2016

Note: Above Arbitrator(s) have acknowledged the AF Neutrality Statement.

Summary of Dispute

Allstate contends that their vehicle rolled backward while in park and with the emergency brake on, and the dealership was able to duplicate the problem before replacing the parts. Allstate contends that Chrysler is the cause of their damage for the manufacturing defect. Chrysler did not respond to this docket.

Liability Decision

Respondent #01 - FCA US LLC (FIAT CHRYSLER AUTOMOBILES) admits 0% liability.

Applicant proved 100% liability against Respondent #01 - FCA US LLC (FIAT CHRYSLER AUTOMOBILES) based on: Chrysler was found to be 100% liable for the vehicle damage suffered by Allstate's insured for Allstate's malfunctioning vehicle.

Damages Decision

Applicant ALLSTATE INSURANCE COMPANY proved ALL damages. Damages Proven: \$ 3,681.30

Respondent(s) indicate that they are not disputing damages.

What evidence caused you to render this decision and why?

Allstate's insured wrote a statement along with an invoice from the shop for the underlying repairs. He states that he had put his vehicle in park with the emergency brake engaged while on a hill in a parking garage. He states that his vehicle rolled down the hill regardless and hit a parking ticket machine. He states that the dealership was able to duplicate the problem twice and replaced both the transmission and the emergency brake due to the malfunction. Attached is the invoice from Roberts Chrysler where they note that they were able to duplicate the problem of the vehicle coming out of park on a hill and were told to replace the transmission by "Star Center." They further state that the parking brake would not hold, and they noted that a spring had come out of the mechanism. This was also replaced. The bill shows that Chrysler did not charge Allstate's insured for any of these repairs. The evidence further supports that this was a 2015 vehicle with only 7396 miles on the odometer after the repairs were done. The evidence further shows that Chrysler denied Allstate's claim stating that they were "unable to inspect this vehicle in its damaged state."

Chrysler's denial makes no sense. They had the Allstate vehicle in one of their shops and authorized repairs to the malfunctioning components. For them to turn around and deny coverage of this claim stating that they had no opportunity to inspect was supported to be simply not true by the evidence. The vehicle was in their possession for two weeks from 9/14/15 - 9/28/15. This should have given Chrysler more than enough time to send out someone other than their own body shop employees if they saw fit. The fact that Chrysler was able to duplicate the malfunction and then fixed it for the insured free of charge shows that the malfunction was Chrysler's issue and not any fault of the insured.

Award

State Negligence Law applied to award calculations: 50% Comparative

<u>Rsp #</u>	<u>Damages Award Against (not including Deductible)</u>	<u>Insured Paid Deductible Award Against</u>	<u>Legal Fees Award Against</u>	<u>Credit for Prior Payment</u>	<u>Total Award Against</u>
01	\$ 3,681.30	\$ 200.00	\$ 0.00	\$0.00	\$ 3,881.30
TOTAL	\$ 3,681.30	\$ 200.00	\$ 0.00	\$0.00	\$ 3,881.30

Please send payment to Remittance Address listed in the Case Information Section.

If you have any questions about this decision, please call our Member Service Center at (866) 977-3434.

ANNOUNCEMENT

Arbitration Forums, Inc. is committed to increasing efficiencies throughout the industry by providing 100% paperless processes. Effective 08/27/12 application and contention sheets will no longer be printed with Hearing Notices. Visit www.arbfile.org and start filing online.

PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup
Larson Claim Letter

August 25, 2015

VIA EMAIL: mbell@lightfootlaw.com

Michael Bell, Esquire
Lightfoot Franklin & White, LLC
400 20th St N
Birmingham, AL 35203

Re: Sarah Larson

Dear Mike:

Sarah Larson is a lawyer who worked with my wife at Maynard Cooper. She and her husband are the owners of what at the time was the new 2014 Dodge Durango. Recently she experienced a problem with this vehicle. She had put the car in park at the bottom of their driveway to check the mail when the car accelerated down the driveway. Because she has neighbors who have three small children next door who play in her front yard, she tried to chase the vehicle down to stop it. She was injured during the effort, resulting in a broken ankle and the need for a skin graft on the top of her foot because the vehicle ran over her foot. She had a nine-day hospital stay.

Sarah called a Dodge customer complaint number right after the incident (it happened on a Friday, so she probably called on Monday) and was eventually directed to and spoke with a person who sent an inspector to examine her vehicle. It had been towed to the dealer (Academy Jeep in Bessemer). The Dodge representative drove over from Atlanta and I understand told Sarah that he was unable to find the exact problem, but he did believe her that she had put the car in park when she got out and left the door open to check the mail so there is a problem of some sort.

Since 1890

ALEX W. NEWTON

JOHN W. HALEY

D. LEON ASHFORD

SCOTT A. POWELL

JAMES R. PRATT, III

S. SHAY SAMPLES

BRUCE J. MCKEE

MICHAEL D. ERMERT

DON McKENNA

MATTHEW C. MINNER*

JAMES R. MONCUS, III†

SHAWN B. DANIELS‡

S. HUGHSTON NICHOLS

JASON W. EARLEY▲

BRIAN M. VINES

ASHLEY REITZ PEINHARDT

Of Counsel

ALVA C. CAINE

* ALSO LICENSED IN KY
† ALSO LICENSED IN TN, MS & WY
‡ LICENSED IN AR & OK
▲ LICENSED IN AR

[REDACTED]
August 25, 2015

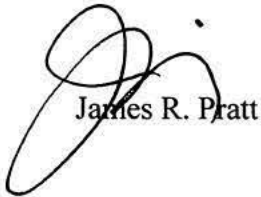
Page 2

I haven't done an investigation, but I believe, from what I have read, that there may be a problem with the transmission turn dial. That is something that Sarah had complained about prior to this incident on a Chrysler Dodge customer satisfaction survey.

The reason I am writing you is because I don't believe litigation is appropriate under these circumstances and should not be necessary. I have great confidence in my friends in the Chrysler department and would think they would want to take some steps to deal with this in an appropriate manner. In that regard, since it is a lawyer that contacted me, if Chrysler is interested in working it out with her (whatever that means), I would let you talk with her directly. Her husband is also a lawyer, so you might want to be present. However, I would have no problem with you doing an interview and dealing directly with Sarah concerning any resolution.

Therefore, I would appreciate you contacting our mutual friends at Chrysler and advising of this request. You are welcome to provide this letter and then let me know how they want to proceed.

Best personal regards,



James R. Pratt

PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup
Martinez (Justin)

296 37334

LAW OFFICES
DUVAL, FUNDERBURK, SUNDBERY, RICHARD & WATKINS

(A Professional Law Corporation)
101 WILSON AVENUE
P.O. BOX 3017
HOUMA, LOUISIANA 70361

JAMES M. FUNDERBURK
SIDNEY C. SUNDBERY
C. BERWICK DUVAL, II
STANWOOD R. DUVAL
KATHRYN W. RICHARD

CLAUDE B. DUVAL
(1914-1986)

Area Code 985
Telephone 876-6410
Fax 851-1490
www.duvallawfirm.com
(see website for e-mail addresses)

September 20, 2016

OF COUNSEL
CLAYTON E. LOVELL
WILLIAM S. WATKINS

Mr. Tony Morris
Special Investigations
Fiat Chrysler Automobiles
P. O. Box 21-8004
Auburn Hills, MI 48321-8004

10/06

RECEIVED

NOV - 2 2016

RE: VIN #1C6RR6LT8ES [REDACTED]
2014 Dodge Ram 1500

Special Investigations

Dear Mr. Morris:

Please be advised that this firm represents [REDACTED]. I am in receipt of your letter dated August 17, 2016 addressed to [REDACTED]. In your letter you state that you have had the opportunity to review the inspection report and that you are not led to believe that the incident was due to a manufacturing responsibility. Please provide a copy of the inspection report. Enclosed you will find a letter from Marie's Wrecker Service that states that when Marie's Wrecker Service recovered the vehicle out of the water, the vehicle was in park with the emergency brake engaged. Mr. Troy Toups with Marie's Wrecker Service had to manually disengage the emergency brakes and had to manually place the vehicle in neutral. Therefore, as you can imagine, the Martinezes are at a loss as to how Chrysler can say this is not a manufacturing responsibility. If it is not a responsibility, then what Chrysler is saying is that the 2014 Dodge Ram 1500 is designed to be pulled into the water when the truck is in park with its emergency brake on with a small boat on a trailer attached to it. I know this cannot be the case.

It is my understanding that Chrysler has issued a recall notice for 2014 Dodge Ram 1500 4 X 4s due to the fact that those 4 X 4s experienced the same problems that the Martinezes experienced - i.e., the trucks going into the water despite the emergency brake being on and the truck being in park. While the Martinezes' vehicle is not a 4 X 4, this is highly coincidental.

Thank you for your suggestion in your letter that the [REDACTED] refer this matter to their insurance carrier; however, the insurance carrier cannot make them whole. All the insurance carrier can do is pay the [REDACTED] the value of the vehicle, which their insurance carrier has done. This event, as you might imagine, was quite traumatic for [REDACTED] and their two minor children. In fact, their minor children no longer want to fish anymore because of this experience. Furthermore, this event has been very stressful to the minor children and to [REDACTED].

I would also like to know if you inspected the vehicle. If you did inspect the vehicle, please kindly provide a copy of any and all reports and/or photographs taken of the vehicle. The

Mr. Tony Morris

Page 2

September 20, 2016

do not wish to make a major issue out of this, but they are highly disappointed in the way this manner has been addressed by Chrysler. Obviously, Dodge did not design the truck to be pulled in the water. Therefore, there must have been some malfunction, as the truck was clearly in park and the parking brake was engaged. Since [REDACTED] heard a popping sound while she was sitting in the vehicle right before the vehicle began to roll back, it is obvious that there was some type of malfunction in the truck. This malfunction should not have occurred, but it did and it placed [REDACTED] and her minor children in great harm. I hope that you take the time to review this information, reopen your investigation to fully investigate the matter, and to make an offer to the [REDACTED] to compensate them for this traumatic ordeal. Should you wish to discuss any of the above, please do not hesitate to call.

Sincerely,

Handwritten signature

STANWOOD R. DUVAL

SRD/pc

Enclosure

cc:

Marie's Wrecker Service

6834 West Park Ave.

Houma, La 70364

(985) 851-6121

FAX (985) 868-4699

July 12th 2016

To Whom it may concern:

Marie's Wrecker Service recovered a 2014 Dodge Ram 1500 Vin:

1C6RR6LT8ES [REDACTED] on July 2nd 2016 at 18:19. After recovering the vehicle out of the water, two of Marie's Wrecker Service Driver's (Troy Toups & Jeremie Thibodaux) observed that the vehicle was in park, with the emergency brake engaged. Once the vehicle was on dry land, Marie's Wrecker Service driver (Troy Toups) had to manually disengage the emergency brakes. Troy Toups also had to follow the secondary procedure to manually place the vehicle in neutral. The primary neutral engaging procedure was disable due to the electronics system being disabled.

Thank you,



Marie's Wrecker Service

LAW OFFICES
DUVAL, FUNDERBURK, SUNDBERY, RICHARD & WATKINS
(A Professional Law Corporation)
101 WILSON AVENUE
P.O. BOX 3017
HOUMA, LOUISIANA 70361

NEW ORLEANS
LA 700
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PM 3 L

neopost[®]
10/26/2016
US POSTAGE

FIRST-CLASS MAIL

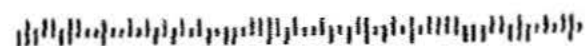
\$00.46⁵



ZIP 70364
041L11244200

Mr. Tony Morris
Special Investigations
FCA US LLC
P.O. Box 21-8004
Auburn Hills, MI 48321-8004

48321-800404



PROPERTY DAMAGE

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INSURANCE

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NARRATIVE

DATE: 08/09/2016 12:45

REPORTING: MARA BLACKWELL

ON SATURDAY, JULY 2, 2016 AT 11:08 HOURS, DEPUTY MARA BLACKWELL OF THE PINE BLUFF POLICE DEPARTMENT OFFICE PATROL DIVISION WAS DISPATCHED TO A PRIVATE HOME ON ASH AND LANEFILL RD. ASH AND BOAT LAUNCH.

UPON ARRIVAL, CONTACT WAS MADE WITH THE COMPLAINANT JUSTIN MARTINEZ, WHO ADVISED WHILE HE BACKED HIS 2014 GRAY DODGE RAM, BEARING TOURIST LICENSE #15 C-1948, INTO THE LAUNCH AND ATTEMPTED TO SECURE HIS BOAT TO HIS TRAILER, THE TRUCK BACK INTO THE WATER AND BEGAN TO SINK. JUSTIN WAS NOT INSIDE THE VEHICLE. JUSTIN AND HIS WIFE DOB [REDACTED] AND SON DYSON MARTINEZ, BORN 06/11/2012, WERE INSIDE THE VEHICLE BUT WERE ABLE TO GET OUT QUICKLY. NOBODY WAS HARMED AND ALL INJURIES REFUSED MEDICAL TREATMENT.

JUSTIN STATED HE HAD THE TRUCK IN PARK AND HAD THE EMERGENCY BRAKE ACTIVATED. JUSTIN CONFIRMED THE SHE HEARD THE EMERGENCY BRAKE POP JUST BEFORE THE VEHICLE BEGAN TO MOVE BACKWARDS.

MOST OF THE VEHICLE WAS SUBMERGED IN THE WATER, BUT THE BOAT WAS NOT DAMAGED.

JUSTIN CONTACTED MARIE'S WRECKER SERVICE TO REMOVE THE VEHICLE. HE WAS ADVISED TO CONTACT HIS INSURANCE COMPANY.

JUSTIN'S INSURANCE INFORMATION:
ALLSTATE INSURANCE CO
POLICY # [REDACTED]
PHONE # 800-255-7828

PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup
McBeth (Richard)

LAW OFFICES OF
JOSEPH P. GARIN

PHONE: (888) 453-6667
FAX: (888) 334-8333

JOSEPH P. GARIN
(LICENSED IN NV, CO & NV)
STEVEN S. TOTH*
* (LICENSED ONLY IN MI & WI)

1241591
Gadberry
Chrysler Group LLC
Office of the General Counsel

AUG 29 2013
By MG Mail/Reg. Agent/
Sec. of State/Proc. Server

August 14, 2013

Office of General Counsel
Waranty Litigation Dept.
1000 Chrysler Drive
CLMS #485-13-32
Auburn Hills, MI 48326-2766

RECEIVED

RE: Richard McBeth
2013 Dodge Ram 1500
VIN: 1C6RR7FT1D [REDACTED]

AUG 30 2013

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

Dear Sir/Madam:

Please be advised that I represent [REDACTED] regarding 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. In order for you to evaluate this matter, the following is a detailed repair summary relative to [REDACTED] 2013 Dodge Ram 1300 (see enclosed copies of repair orders):

<u>Date</u>	<u>Mileage</u>	<u>Invoice #</u>	<u>Complaint</u>
04/01/13	2,260	98060	TRANSMISSION DEFECT: Hard shifting from D to P, will bog down at times, more with cold ambient temperature, also when slowing then accelerating; STRUCTURAL DEFECT: Cannot remove key at times; BRAKE DEFECT: Hard brake pull to left at highway speeds
04/09/13	2,260	98512	BRAKE DEFECT: Brake pull to the left
04/22/13	3,048	99214	BRAKE DEFECT: Brake pull to the right
05/23/13	5,139	92899	DRIVEABILITY DEFECT: At highway speeds and 40-50 miles per hour, drifts to right, once in a while pulls dramatically to right, also feels vibration in gas pedal and steering wheel almost grinding; Recall #13-023 completed, updated software; BRAKE DEFECT: When braking at highway speeds, the vehicle will pull hard to the right

Office of General Counsel
August 14, 2013
Page Two

<u>Date</u>	<u>Mileage</u>	<u>Invoice #</u>	<u>Complaint</u>
70/26/13	6,805	69463	ELECTRICAL DEFECT: Erratic radio operation, at times while driving with radio on volume will not turn on very loud no matter what setting, other times radio screen will go blank
07/31/13	6,864	69806	ELECTRICAL DEFECT: Erratic operation from radio, at times volume will not turn on very loud

On or about February 14, 2013, [REDACTED] purchased the 2013 Dodge Ram 1500 from Fort Collins Dodge Chrysler Jeep. [REDACTED] has submitted the 2013 Dodge Ram 1500 for repair on at least six (6) 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 six attempts is a breach of its warranty and violation of the Colorado Lemon Law. As such, [REDACTED] respectfully requests that Chrysler Group, LLC repurchase the 2013 Dodge Ram 1500 and pay his attorney fees and costs.

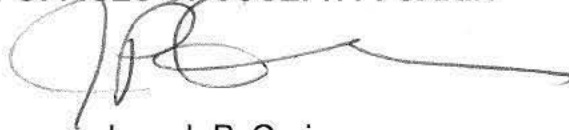
It is my understanding that you will review this matter and contact me within thirty days upon receipt of this letter.

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,

LAW OFFICES OF JOSEPH P. GARIN



Joseph P. Garin

JPG/klw
Encl.

BUYER'S ORDER

SALESMAN WILLIAM C. NORRIS II

☐ NEW
☐ USED

STOCK NO. 6615C
DEAL# 24359

Purchaser's [REDACTED] Date 02/14/13
Address [REDACTED] Zip [REDACTED] Year 2013 Make DODGE
City & State FT COLLINS CO County LARTIMER Model RAM 1500
Home Phone [REDACTED] Bus. F. [REDACTED] Soc. Sec. [REDACTED] Color [REDACTED]
Drivers Lic. No. [REDACTED] Birth Date [REDACTED] Serial No. 1C6RR7FT1DS [REDACTED]

ALL USED CARS SOLD "AS IS". ALL EXPRESS AND IMPLIED WARRANTIES EXCLUDED.

FINANCING OF TOTAL UNPAID BALANCE TO BE ARRANGED BY DEALER: YES XX NO

IF YES, YOU ARE ENTITLED TO TRUTH-IN-LENDING (TIL) DISCLOSURES BEFORE ACCEPTANCE OF THIS ORDER BY DEALER.

PURCHASER AGREES TO PAY AN ADDITIONAL DOWN PAYMENT OF \$ N/A ON OR BEFORE N/A. THIS TIL DISCLOSURE ASSUMES SUCH PAYMENT HAS BEEN RECEIVED.

DELIVERY AND HANDLING CHARGES: TO THE NEGOTIATED PRICE OF EACH VEHICLE

SOLD THERE WILL BE ADDED THE SUM OF \$499.50 FOR COSTS AND ADDITIONAL PROFIT TO THE SELLER/DEALER FOR ITEMS SUCH AS INSPECTING, CLEANING AND ADJUSTING NEW AND USED VEHICLES.

ACCEPTANCE OF THIS ORDER BY DEALER CONTINGENT UPON:

1. DEALER'S APPROVAL OF PURCHASER'S CREDIT, AND

2. DEALER BEING ABLE TO ARRANGE CREDIT FOR PURCHASER, FOR THE AMOUNT

AND PAYMENTS SPECIFIED, WITH A LENDING INSTITUTION, AND

3. PURCHASER UNDERSTANDS THAT OPTIONAL SERVICE CONTRACTS AND/OR ACCES-

SORIES MAY BE NON-MANUFACTURER PRODUCTS. NON-MANUFACTURER SERVICE

CONTRACTS ARE NON-CANCELLABLE.

The information you see on the window form (FTC) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract.

PRICE	31003.00
D & H	499.50
CUSTOMER AGREES TO PAY ALL TAXES OVER IN CASH	N/A
TOTAL CASH PRICE	31502.50
STATE TAX @ 2.9	913.57
CITY TAX @ 3.85	1212.85
RTD TAX @	N/A
OTHER COUNTY TAX	189.02
TOTAL AMOUNT X <u>LM</u>	33817.94

Owed to TRADE IN N/A IF BALANCE OWED IS ESTIMATED UPON VERIFICATION BUYER AGREES TO PAY AMOUNT EXCEEDING THIS FIGURE.

Address BALANCE OWED X N/A
Year Make Net Equity N/A RECEIPT NO'S
Model Color Cash Down Payment 2000.00
Serial No. Factory Rebate 1750.00

Equipment Lic. # Total Down Payment 2. 3750.00

Balance In 75 Payment(s) of \$ 589.47 Unpaid Balance of Cash Price 3. 30067.94

1st. Payment Due 03/31/13 Optional Insurance 4. 4695.00

Balloon Payment(s) \$ N/A on Filing Fees 4a. 27.20

Finance Co. Total Unpaid Balance 5. 34790.14

Address FINANCE CHARGE 6. 9420.11

Optional Insurance Item 4 Total of Payments (5 & 6) 7. 44210.25

 Deferred Payment Price (1 & 4 & 6) 8. 47933.05

 ANNUAL PERCENTAGE RATE 9. 7.80 %

☐ DEALER'S NEW CAR WARRANTY IS SHOWN ON BACK OF THIS ORDER. IT IS AGREED THAT THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, COVERING A NEW CAR SOLD HEREUNDER. ANY USED MOTOR VEHICLE SOLD TO PURCHASER BY DEALER UNDER THIS ORDER IS SOLD AT THE TIME OF DELIVERY BY DEALER "AS IS" WITH ALL FAULTS WITHOUT ANY GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ITS CONDITION OR THE CONDITION OF ANY PART THEREOF EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED IN WRITING ON THE FACE OF THIS ORDER AND GIVEN IN A SEPARATE WRITTEN WARRANTY SIGNED BY THE DEALER AND FURNISHED TO THE PURCHASER.

I have read the terms and conditions above and on the reverse side hereof, and it is understood and agreed that all of such terms and conditions are a part of this order with the same effect as if they were printed above my signature. It is further understood and agreed that terms and conditions on the front and back hereof comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever will be recognized.

Purchaser agrees that in case of default of any payment due under this Buyer's Order, or if Purchaser fails to perform any requirement contained in the Contract, Purchaser shall reimburse Dealer for legal expenses Dealer may incur including, but not limited to, reasonable attorney's fees. Dealer may have judgment for such amounts in addition to the amount due on this Buyer's Order or under any other provision of this contract.

Purchaser hereby acknowledges the receipt of a copy of this Retail Buyer's Order and Invoice and certifies that the price label (if new car) was affixed to the above described automobile on delivery.

CERTIFY THAT I AM 18 YEARS OF AGE.

PURCHASER'S SIGNATURE [Signature]

MANAGER'S SIGNATURE [Signature]

THIS ORDER MUST BE SIGNED BY AN OFFICIAL OF THE COMPANY



3835 S. College Ave.
Fort Collins, CO 80525
(970) 226-5340

Thank You



3835 S. College Ave. • Fort Collins, CO 80525 • (970) 226-5340

CUSTOMER NO. 28553	ADVISOR MIKE	163	TAG NO. 727	INVOICE DATE 04/04/13	INVOICE NO. CHCS98060
[REDACTED] FT COLLINS, CO [REDACTED] RMMCBETH@RAMS.COLOSTATE.EDU	LABOR RATE	LICENSE NO.	MILEAGE 2,260	COLOR 7	STOCK NO. 6615C
	YEAR / MAKE / MODEL 13/DODGE/RAM 1500/DS6L41			DELIVERY DATE 02/14/13	DELIVERY MILES 31
	VEHICLE I.D. NO. 1C6RR7FT1DS			SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE 970-567-9038	BUSINESS PHONE 800-822-7437	F.T.E. NO.		P.O. NO.	R.O. DATE 04/01/13
COMMENTS					MO: 2260

LABOR & PARTS
JOB # 1 TECH(S) 358 WARRANTY
 CUSTOMER STATES HARD SHIFTING FROM D TO P
 WILL BOG DOWN AT TIMES MORE WITH COLD AMB TEMP
 ALSO WHEN SLOWING THEN ACCEL
 COULD NOT DUPLICATE CONCERN
 SCAN FOUR CODES, TEST DROVE, CHECKED FLUIDS
 COULD NOT DUPLICATE AT THIS TIME

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE
				JOB # 1 TOTAL PARTS	0.00
				JOB # 1 TOTAL LABOR & PARTS	0.00

JOB # 2 TECH(S) 358 WARRANTY
ELECTRICAL
 CUSTOMER STATES CANNOT REMOVE KEY AT TIMES
 COULD NOT DUPLICATE
 PERFORMED DIAG. WORKING PROPERLY AT THIS TIME

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE
				JOB # 2 TOTAL PARTS	0.00
				JOB # 2 TOTAL LABOR & PARTS	0.00

JOB # 3 TECH(S) 358 WARRANTY
BRAKE INSPECTION
 CUSTOMER STATES HARD BRAKE PULL TO THE LEFT AT HIGHWAY SPEED
 CALIPER STICKING
 LEFT BRAKE PULL UNDER HARD BRAKING
 REPLACED CALIPER AND BLED SYSTEM

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE
JOB # 3	1		68157611-AA	CALIPER D 5005001	
JOB # 3	-1		68157611-AA	CORE RETURN	
JOB # 3	1		4318080-AC	FLUID BRA 1081006	
				JOB # 3 TOTAL PARTS	0.00
				JOB # 3 TOTAL LABOR & PARTS	0.00

SUBLET	PO#	VEND	INV#	INV. DATE	DESCRIPTION
JOB # 1	23896				CAR RENTAL
					TOTAL - SUBLET

ESTIMATE
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
 ORIGINAL ESTIMATE OF \$0.00 (+TAX)

AS IS: The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the selling dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income or any other consequential damages.
NO PARTS OR LABOR WARRANTY WHEN USED PARTS ARE INSTALLED

REPAIR ORDER NOTICE
 Colorado law provides from imposition of a lien in favor of any person who repairs or bestows labor on personal property such as motor vehicles. If the repair or service work authorized in this Repair Order is not paid for, or is paid with a check, draft, or order which is subsequently dishonored for any reason, or is charged to an account which is not paid when due, the law gives the motor vehicle repair garage the right to take possession of the motor vehicle and/or commence an action in court to foreclose the lien which may result in the vehicle being sold pursuant to court order.

Supplies - A token charge equivalent to 10% of the labor charge is included for supplies used. Applicable supply items are: Nuts, bolts, washers, tape, pins, rags, cleaners, towels, hazardous waste charges, etc.

THANK YOU
 FOR BRINGING
 YOUR VEHICLE
 TO US
 FOR SERVICE



3835 S. College Ave. • Fort Collins, CO 80525 • (970) 226-5340

CUSTOMER NO.	28553	NAME	MIKE	163	TAG NO	727	INVOICE DATE	04/15/13	INVOICE NO.	CHCS98512	
[REDACTED] FT COLLINS, CO [REDACTED]		LABOR RATE	LICENSE NO.		MILEAGE	2,260	COLOR	6615C			
		YEAR / MAKE / MODEL					13/DODGE/RAM 1500/DS6L41	DELIVERY DATE	02/14/13	DELIVERY MILES	31
		VEHICLE I.D. NO.					1C6RR7FT1DS [REDACTED]	SELLING DEALER NO.	PRODUCTION DATE		
RESIDENCE PHONE		970-567-9038		BUSINESS PHONE		800-822-7437		COMMENTS		MO: 2260	

LABOR & PARTS				TECH(S): 127		WARRANTY	
"CUSTOMER STATES" BRAKE PULL TO THE LEFT SEE BOB BRAKE PADS AND ROTORS REPLACED FRONT BRAKE PADS AND ROTORS SEATED PADS							
PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY	
JOB # 1	1		5143350-AC	PAD KIT F 5003003		WARRANTY	
JOB # 1	2		52010080-AE	ROTOR BRA 5005003		WARRANTY	
					JOB # 1 TOTAL PARTS	0.00	
					JOB # 1 TOTAL LABOR & PARTS	0.00	

SUBLET	PO#	VEND	INV#	INV. DATE	DESCRIPTION	WARRANTY	
JOB # 1	24049				BRAKES	WARRANTY	
					TOTAL - SUBLET	0.00	

ESTIMATE	
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX)	
TOTALS	

\$\$\$\$\$\$FOR OFFICE USE ONLY\$ \$ () MASTERCARD () VISA () DISCOVER () AMERICAN EXPRESS \$ \$ () CASH () CHECK # \$ \$ () CHARGE ACCOUNT# \$ \$ CASHIER INT'L'S () DATE: \$ \$\$\$\$\$\$		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
--	--	--

IF FOR ANY REASON YOU ARE NOT COMPLETELY SATISFIED,
PLEASE CONTACT OUR SERVICE MANAGER BOB LEE AT 970-267-5055
OR OUR SERVICE DIRECTOR BRIAN SCARBROUGH AT 970-267-5070

CUSTOMER SIGNATURE _____

800-227-0757
(58947)

AS IS: The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the selling dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income or any other consequential damages.
NO PARTS OR LABOR WARRANTY WHEN USED PARTS ARE INSTALLED

REPAIR ORDER NOTICE
Colorado law provides from imposition of a lien in favor of any person who repairs or bestows labor on personal property such as motor vehicles. If the repair or service work authorized in this Repair Order is not paid for, or is paid with a check, draft, or order which is subsequently dishonored for any reason, or is charged to an account which is not paid when due, the law gives the motor vehicle repair garage the right to take possession of the motor vehicle and/or commence an action in court to foreclose the lien which may result in the vehicle being sold pursuant to court order.

Supplies - A token charge equivalent to 10% of the labor charge is included for supplies used. Applicable supply items are: Nuts, bolts, washers, tape, pins, rags, cleaners, towels, hazardous waste charges, etc.

THANK YOU
FOR BRINGING
YOUR VEHICLE
TO US
FOR SERVICE

The Reynolds and Reynolds Company EMM/INVT CO806334 Q (04/09)

34.507 24



3835 S. College Ave. • Fort Collins, CO 80525 • (970) 226-5340

CUSTOMER NO. 28553	ADVISOR MIKE	163	TAG NO. 138	INVOICE DATE 04/22/13	INVOICE NO. CHCS99214
[REDACTED] FT COLLINS, CO [REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 3,048	COLOR	STOCK NO. 6615C
	YEAR / MAKE / MODEL 13/DODGE/RAM 1500/DS6L41			DELIVERY DATE 02/14/13	DELIVERY MILES 31
	VEHICLE I.D. NO. 1C6RR7FT1DS			SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE	TECHNICAL PHONE	F.T.E. NO.		R.O. NO.	R.O. DATE 04/22/13
COMMENTS					MO: 3073

LABOR & PARTS	TECH(S) 9	WARRANTY
"CUSTOMER STATES" BRAKE PULL TO THE RIGHT COULD NOT DUPLICATE CONCERN AT THIS TIME TEST DROVE WITH CUSTOMER SPEEDS UP TO 75 MPH WAS NOT DEMONSTRATED. TEST DROVE 4 MILES WITH NO BRAKE APPLI CATION. USED TRANSMISSION TO SLOW AND STOP ROTORS AT 105 + - 5. MADE 3 STOPS FROM 65.70.75 TO 15 IN SUCCESSION. BOTH FRO T ROTORS AT 350 + - 10. REAR AT 250 + - 5. TEST DROVE 4 MILE S WITH NO APPLICATION OTHER THAT LIGHT STOP FROM 25 BOTH FRO NT AT 120 + - 5. NO PULL EXP. AT THIS TIME		
JOB # 1 TOTAL LABOR & PARTS		0.00

SUBLET	PO#	VEND	INV#	INV. DATE	DESCRIPTION	WARRANTY
JOB # 1	24264				GOODWILL RENTAL	
TOTAL - SUBLET						0.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)

TOTALS

FOR OFFICE USE ONLY	TOTAL LABOR...	0.00
() MASTERCARD () VISA () DISCOVER () AMERICAN EXPRESS	TOTAL PARTS...	0.00
() CASH () CHECK #	TOTAL SUBLET...	0.00
() CHARGE ACCOUNT#	TOTAL G.O.G....	0.00
CASHIER INTL'S () DATE:	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	0.00
	TOTAL TAX.....	0.00
	TOTAL INVOICE \$	0.00

IF FOR ANY REASON YOU ARE NOT COMPLETELY SATISFIED,
PLEASE CONTACT OUR SERVICE MANAGER BOB LEE AT 970-267-5055
OR OUR SERVICE DIRECTOR BRIAN SCARBROUGH AT 970-267-5070

CUSTOMER SIGNATURE

PAGE 1 OF 1

CUSTOMER COPY

[END OF INVOICE] 02:26pm

AS IS: The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the selling dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income or any other consequential damages NO PARTS OR LABOR WARRANTY WHEN USED PARTS ARE INSTALLED

REPAIR ORDER NOTICE

Colorado law provides for imposition of a lien in favor of any person who repairs or bestows labor on personal property such as motor vehicles. If the repair or service work authorized in this Repair Order is not paid for, or is paid with a check, draft, or order which is subsequently dishonored for any reason, or is charged to an account which is not paid when due, the law gives the motor vehicle repair garage the right to take possession of the motor vehicle and/or commence an action in court to foreclose the lien which may result in the vehicle being sold pursuant to court order.

Supplies - A token charge equivalent to 10% of the labor charge is included for supplies used. Applicable supply items are: Nuts, bolts, washers, tape, pins, rags, cleaners, towels, hazardous waste charges, etc.

THANK YOU
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TO US
FOR SERVICE

Cherry Creek Dodge



LIKE US ON FACEBOOK

2727 S. Havana
DENVER, CO 80014

Phone
303-751-1104

Thank You



SCHEDULE AN APPOINTMENT ONLINE

CELL: 970-567-90:

CUSTOMER NO 69816	NAME MATTHEW ANDERSON	AGE 25	TAG NO 8994	INVOICE DATE 06/20/13	INVOICE NO DOCS92899
ADDRESS FT COLLINS, CO	LABOR RATE	LICENSE NO	MILEAGE 5,139	COLOR WHITE/	STOCK NO.
	YEAR/MAKE/MODEL 13/RAM/1500/4WD QUAD CAB 140.5			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 1C6RR7FT1DS559789			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 05/23/13		
RE [REDACTED]	BUSINESS PHONE	COMMENTS			

MO: 5165

LABOR & PARTS	DRIVEABILITY	UNITS	TECH(S)	WARRANTY
J# 1 18DTZ	CUSTOMER STATES AT HIGHWAY SPEED AND 40-50MPH DRIFTS TO RIGHT. ONCE IN A WHILE PULLS DRAMATICALLY TO RIGHT ALSO ALSO FEELS VIBRATION IN GAS PEDAL AND STEERING WHEEL ALMOST GRINDING AS PER CUSTOMER CHECKED VEHICLE TIRE PREASURES. ALL ABOUT 48PSI. ADJUSTED TO 40PSI. TEST DROVE SLOW AND HIGHWAY SPEEDS. FOUND THE STEERING WHEEL OFF CENTER. LOW ON LEFT. BUT CAN NOT VERIFY DRIFT. CHECKED ALIGNMENT IN SPEC AND NOT FAVORING A DRIFT OR PULL EITHER WAY. NO ISSUES FOUND WHILE NORMAL BRAKING AT ANY SPEED.		29	AS IS: The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the selling dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income or any other consequential damages. NO PARTS OR LABOR WARRANTY WHEN USED PARTS ARE INSTALLED
JOB # 1 TOTAL LABOR & PARTS 0.00				
J# 2 26DTZ	INNACCURATE TEMPERATURE DISPLAY RRT 13-023 COMPLETED RRT. UPDATED SOFTWARE		29	REPAIR ORDER NOTICE Colorado law provides from imposition of a lien in favor of any person who repairs or bestows labor on personal property such as motor vehicles. If the repair or service work authorized in this Repair Order is not paid for, or is paid with a check, draft, or order which is subsequently dishonored for any reason, or is charged to an account which is not paid when due, the law gives the motor vehicle repair garage the right to take possession of the motor vehicle and/or commence an action in court to foreclose the lien which may result in the vehicle being sold pursuant to court order.
JOB # 2 TOTAL LABOR & PARTS 0.00				
J# 3 63DTZ	CAR RENTAL		29	Supplies - A token charge equivalent to 15% of the labor charge is included for supplies used. Applicable supply items are: Nuts, bolts, washers, tape, pins, rags, cleaners, towels, hazardous waste charges, etc.
JOB # 3 TOTAL LABOR & PARTS 0.00				
J# 4 0RDTZ	CUSTOMER STATES WHEN BRAKING AT HIGHWAY SPEEDS THE VEHICLE WILL PULL HARD TO THE RIGHT. CHECK AND ADVISE. SEE LINE 1 COULD NOT CONFIRM THE CONDITION.		29	
JOB # 4 TOTAL LABOR & PARTS 0.00				
SUBLET	PO#	VEND INV#	INV. DATE	DESCRIPTION
JOB # 3	24190	1207D5025	06/20/13	RENTAL VEHICLE
TOTAL - SUBLET				WARRANTY 0.00

THANK YOU
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TO US
FOR SERVICE

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)
COMMENTS
JOSH = CHRYSLER CUSTOMER CARE CASE/CAIRS#23315891
SPOKE TO JOSH 5/24/13 STATED WE HAD ADJUSTED TIRE PREASURES AND STRAIGHTENED THE STEERING WHEEL AND WANTED TO ROAD TEST WITH THE CUSTOMER BUT HE WAS ON VACATION FOR A WEEK. JOSH STATED THAT WAS OK AT TO NOTIFY HIM OF WHEN THE ROAD TEST HAPPENED.
////
SPOKE TO JOSH 5/30/13 CUSTOMER HAS NOT ARRIVED BACK FROM VACATION TO TEST DROVE. HE STATED OK. ADVISE WHEN CUSTOMER HAS ARRIVED.
////
SPOKE TO JOSH 6/11/13 I ROAD TESTED THE VEHICLE WITH THE CUSTOMER. FOUND THAT THE CUSTOMER IS DOING REALLY HARD PANIC STOPS FROM 70 MPH TO 50 MPH. SUBMITTED INFORMATION TO STAR. STILL NO RESPONSE. CALLED AND LEFT MESSAGE FOR JOSH 6/17/13 ADVISED HIM THERE HAD BEEN NO RESPONSE STATING TO TAKE THE CUSTOMER OUT OF THE RENTAL OR HOW T



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DENVER, CO 80014

Phone
303-751-1104

Thank You



SCHEDULE AN
APPOINTMENT
ONLINE

CELL: 970-567-902

CUSTOMER NO.	69816	ADVISOR	MATTHEW ANDERSON	25	TAG NO.	8994	INVOICE DATE	06/20/13	INVOICE NO.	DOCS92899			
[REDACTED]		LABOR RATE	[REDACTED]		LICENSE NO.	[REDACTED]		MILEAGE	5,139	COLOR	WHITE/	STOCK NO.	[REDACTED]
FT COLLINS, CO		YEAR / MAKE / MODEL							DELIVERY DATE	DELIVERY MILES			
		13/RAM/1500/4WD QUAD CAB 140.5											
RMMCBETH@RAMS.COLOSTATE.EDU		VEHICLE I.D. NO.							SELLING DEALER NO.	PRODUCTION DATE			
		1 C 6 R R 7 F T 1 D S 5 5 9 7 8 9											
RESIDENCE PHONE		BUSINESS PHONE		F.T.E. NO.		P.O. NO.		R.O. DATE		05/23/13			
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]			
COMMENTS										MO: 5165			

0 REPAIR THE VEHICLE, ALSO REMINDED THAT THE CUSTOMER HAS BEEN IN A RENTAL CAR FOR 25 DAYS...
6/17/13....JOSH CALLED BACK, LEFT MESSAGE. PER DON JAN I CALLED JOSH AND ADVISED THAT HE HAD A PREVIOUS VEHICLE WITH THE SAME CONDITION THAT HE WAS TRADED OUT OF.
/////
6/19/13....JOSH FROM CHRYSLER CALLED WHILE I WAS IN CLASS. I CALLED HIM BACK AND LEFT A MESSAGE 6/19 1:04PM
/////
CHRYSLER CAIRS [REDACTED]
JOSH 888-542-7239 X421
NOTE FOR RENTAL CAR
PER JOSH, USE THE CAIRS NUMBER TO PAY THE AMOUNT FOR THE RENTAL CAR NOTES HAVE BEEN MADE STARTING ON LINE 171. IF THE CAIRS CLAIM DOES NOT PAY CALL JOSH AND FAX TOTAL RENTAL BILL TO HIM AND THEY WILL ISSUE A CHECK.

TOTALS

* NEXT RECOMMENDED SERVICE: *

* 08/22/2013 / 28 MI 120TZ1 3,000 MILE SERVICE *

\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$FOR OFFICE USE ONLY\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$

\$ () MASTERCARD () VISA () DISCOVER () AMERICAN EXPRESS \$

\$ () CASH () CHECK # \$

\$ () CHARGE ACCOUNT# \$

\$ CASHIER INTL'S () DATE: \$

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

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NO PARTS OR LABOR WARRANTY WHEN USED PARTS ARE INSTALLED

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Supplies - A token charge equivalent to 15% of the labor charge is included for supplies used. Applicable supply items are: Nuts, bolts, washers, tape, pins, rags, cleaners, towels, hazardous waste charges, etc.

THANK YOU FOR YOUR BUSINESS

CUSTOMER SIGNATURE

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24/7 Appt. Hotline 1-866-921-8911



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LITTLETON, CO 80121
brandondodgeonbroadway.com
Phone 303-794-4205

Thank You



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CUSTOMER NO 10126	ADVISOR MIKE GEYER	472	TAG NO 6153	INVOICE DATE 07/26/13	INVOICE NO. DOCS69463
[REDACTED] FORT COLLINS, CO	LABOR RATE	LICENSE NO	MILEAGE 6,805	COLOR	STOCK NO
	YEAR/MAKE/MODEL 13/RAM/1500/4WD QUAD CAB 140.5				DELIVERY DATE
	VEHICLE I.D. NO. 1 C 6 R R 7 F T 1 D S				DELIVERY MILES
	F.T.E. NO				SELLING DEALER NO.
RESIDENCE PHONE 970-567-9038	BUSINESS PHONE	COMMENTS		R.O. DATE 07/26/13	PRODUCTION DATE

MO: 6805

LABOR & PARTS
J# 1 08DT5 ELECTRICAL UNITS: TECH(S): 469
CUST STATES HAVE ERRATIC RADIO OPERATION...AT TIMES WHILE
DRIVING WIT HRADIO ON VOLUME WILL NOT TURN ON VERY LOUD
NO MATTER WHAT SETTING HAVE ON.OTHER TIMES RADIO
SCREEN WILL GO BLANK.TURN VEHICLE ON AND OFF AND
STILL BLANK.3-4 HOURS LATER SCREEN WILL COME BACK.
VERIFIED FAULT WITH RADIO
ORDERED RADIO

WARRANTY

JOB # 1 TOTAL LABOR & PARTS 0.00

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NO PARTS OR LABOR WARRANTY WHEN USED PARTS ARE INSTALLED

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)
TOTALS

REPAIR ORDER NOTICE

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* NEXT RECOMMENDED SERVICE:
* 07/26/2013 / 6864 MI 22DTROT ROTATE TIRES

FOR OFFICE USE ONLY	TOTAL LABOR....	0.00
() MASTERCARD () VISA () DISCOVER () AMERICAN EXPRESS	TOTAL PARTS....	0.00
() CASH () CHECK #	TOTAL SUBLET...	0.00
() CHARGE ACCOUNT#	TOTAL G.O.G....	0.00
CASHIER INTL'S () DATE:	TOTAL MISC CHG.	0.00
	TOTAL TAX.....	0.00
	TOTAL INVOICE \$	0.00

Supplies - A token charge equivalent to 10% of the labor charge is included for supplies used. Applicable supply items are: Nuts, bolts, washers, tape, pins, rags, cleaners, towels, hazardous waste charges, etc.

Section 25-17-202, Colorado Revised Statutes, requires retailers to collect waste tire recycling development fee on the sale of each new motor vehicle tire.

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LITTLETON, CO 80121
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Thank You



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CUSTOMER NO 10126	ADVISOR MIKE GEYER	TAG NO 472 6153	INVOICE DATE 07/26/13	INVOICE NO DOCS69464
[REDACTED] FORT COLLINS, CO	LABOR RATE	LICENSE NO	MILEAGE 6,805	COLOR /
	YEAR / MAKE / MODEL 13/RAM/1500/4WD QUAD CAB 140.5			DELIVERY DATE
	VEHICLE I.D. NO. 1 C 6 R R 7 F T 1 D S			DELIVERY MILES
	F.T.E. NO			SELLING DEALER NO.
RESIDENCE PHONE 970-567-9038	BUSINESS PHONE	COMMENTS	R.O. DATE 07/26/13	PRODUCTION DATE

MO: 6805

LABOR & PARTS
J# 1 010TZGLTEXP EDGE GLT INSP UNITS: TECH(S):469 WARRANTY
PERFORM GLASS LIGHT TIRE EDGE INSPECTION
CUST REQUEST
PERFORMED GLASS TIRE LIGHT EDGE INSPECTION
JOB # 1 TOTAL LABOR & PARTS 0.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)
TOTALS

* NEXT RECOMMENDED SERVICE: *
* 07/26/2013 / 6864 MI 22DTROT ROTATE TIRES *

\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$FOR OFFICE USE ONLY\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$
\$ () MASTERCARD () VISA () DISCOVER () AMERICAN EXPRESS \$
\$ () CASH () CHECK # \$
\$ () CHARGE ACCOUNT# \$
\$ CASHIER INT'L'S () DATE: \$
\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$

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

THANK YOU FOR YOUR BUSINESS

CUSTOMER SIGNATURE

DUPLICATE INVOICE

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Thank You



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CUSTOMER NO 10126	ADVISOR MIKE GEYER	472	TAG NO 6264	INVOICE DATE 07/31/13	INVOICE NO DOCS69806
	LABOR RATE	LICENSE NO	MILEAGE 6,864	COLOR	STOCK NO
	YEAR / MAKE / MODEL 13/RAM/1500/4WD QUAD CAB 140.5			DELIVERY DATE	DELIVERY MILES
FORT COLLINS, CO	VEHICLE I.D. NO. 1 C 6 R R 7 F T 1 D S			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 07/31/13		
BUSINESS PHONE	COMMENTS			MO: 6864	

LABOR & PARTS
J# 1 08DT5 ELECTRICAL UNITS: TECH(S):469 WARRANTY
CUST STATES HAVE ERRATIC OPERATION FROM RADIO..
AT TIMES VOLUME WILL NOT TURN ON VERY LOUD
SOP RADIO TECH 469
VERIFIED INTERNAL FAULT WITH RADIO
REPLACED RADIO
JOB # 1 TOTAL LABOR & PARTS 0.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)
TOTALS

* NEXT RECOMMENDED SERVICE:
* 07/31/2013 / 6805 MI 85DTZROT EXP TIRE ROTATE

FOR OFFICE USE ONLY
\$ () MASTERCARD () VISA () DISCOVER () AMERICAN EXPRESS
\$ () CASH () CHECK #
\$ () CHARGE ACCOUNT#
\$ CASHIER INTL'S () DATE:
\$

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

THANK YOU FOR YOUR BUSINESS

CUSTOMER SIGNATURE

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LAW OFFICES OF ANNE WARD

P.O. Box 2051
Litchfield Park, AZ 86340

4704 Harlan Street, Ste. 320
Denver, CO 80212-7418

Anne Ward, Esq. (Licensed in AZ, CO, MD, TX)

(877) 715-3666 Telephone
(602) 324-0815 Facsimile

November 12, 2013

Chrysler, LLC
Customer Assistant Center
P.O. Box 21-8004
Auburn Hills, MI 48321-8004

Re: Settlement Demand
Vehicle: 2013 Dodge Ram
Our Client: [REDACTED]
Date of Purchase 2/14/13
Mileage 9,929
VIN: 1C6RR7FT1DS [REDACTED]

11-12
RECEIVED
NOV 1
SPECIAL INVESTIGATIONS

Dear Sir or Madam:

This office has been retained by [REDACTED] regarding the above-referenced vehicle, which was purchased from Fort Collins Dodge Chrysler in Fort Collins, Colorado. Since that time, our client's vehicle has undergone repeated repair attempts, for a defect and nonconformity with steering wheel off center, steering vibration, hard shift, hard brake pull, failure to decelerate, and defective electrical system: headlights, tire lights, speedometer, radio, and A/C. 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. Steering Wheel Off Center
2. Steering Vibration
3. Hard Shift
4. Hard Brake Pull
5. Failure to Decelerate
6. Defective Electrical System: Headlights, Tire lights, Speedometer, Radio, A/C
7. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

RECEIVED
NOV 20 2013
CCRG
Office of the General Counsel

RECEIVED

NOV 21 2013

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

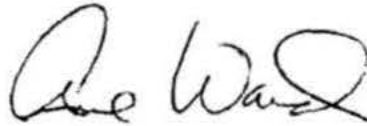
These nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the Colorado Lemon Law, the Magnuson-Moss Warranty Act and the Uniform Commercial Code.

Therefore, you (and the authorized dealer) are hereby notified that Richard McBeth 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 THIS LAW OFFICE.

Please contact me as soon as possible to discuss resolving this matter. Enclosed please find all the repair orders in our client's possession and any other documents pertinent to this claim. We would like to reach an amicable agreement within thirty (30) days of this letter.

Sincerely,



Anne Ward
AnneWardEsa@gmail.com
Attorney for [REDACTED]

Enclosures

cc: [REDACTED] (w/out encls.)

*Until this matter is resolved, Richard McBeth 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.



Brandon Dodge On Broadway

5600 South Broadway
LITTLETON, CO 80121
brandondodgeonbroadway.com
Phone 303-794-4205

Thank You

DTCS77112

DTCS77112



1201DTCS77112

CUSTOMER NO. 10126	ADVISOR ROBERT COLEMAN	213	TAG NO. 3184	INVOICE DATE 11/06/13	INVOICE NO. DTCS77112
[REDACTED] DENVER, CO rmmcbeth1@gmail.com	LABOR RATE	LICENSE NO.	MILEAGE 9,929	COLOR	STOCK NO.
	YEAR / MAKE / MODEL 13/RAM/1500/4WD QUAD CAB 140.5			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 1 C 6 R R 7 F T 1 D S			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.			R.O. DATE 11/06/13	
BUSINESS PHONE	COMMENTS				

MO: 9929

LABOR & PARTS
J# 1 02DTZ ALIGNMENT UNITS: TECH(S): 469 WARRANTY
STATES TIRES ARE WEARING SEVERLY
ALIGNMENT CONCERN
CHECKED ALIGNMENT. ALIGNMENT IS CORRECT.
REAR.
JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2+08DT5 ELECTRICAL UNITS: TECH(S): 469 WARRANTY
STATES STEREO IS INOP--STATIONS WERE NOT SWITCHING AND HAS
NO SOUND SOMETIMES--PART IS HERE
INSTALLED S/O RADIO TO CORRECT RADIO CONCERNS
JOB # 2 TOTAL LABOR & PARTS 0.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)
TOTALS

* NEXT RECOMMENDED SERVICE: *
* 11/06/2013 / 9929 MI 220TROT ROTATE TIRES *

\$\$\$\$\$\$\$\$\$FOR OFFICE USE ONLY\$\$\$\$\$\$\$\$\$	TOTAL LABOR....	0.00
\$ () MASTERCARD () VISA () DISCOVER () AMERICAN EXPRESS	TOTAL PARTS....	0.00
\$ () CASH () CHECK #	TOTAL SUBLET....	0.00
\$ () CHARGE ACCOUNT#	TOTAL G.O.G....	0.00
\$ CASHIER INT'L'S () DATE:	TOTAL MISC CHG.	0.00
\$\$\$\$\$\$\$\$\$	TOTAL MISC DISC	0.00
	TOTAL TAX.....	0.00
	TOTAL INVOICE \$	0.00

THANK YOU FOR YOUR BUSINESS

CUSTOMER SIGNATURE

AS IS: The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the selling dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income or any other consequential damages.
NO PARTS OR LABOR WARRANTY WHEN USED PARTS ARE INSTALLED

REPAIR ORDER NOTICE

Colorado law provides from imposition of a lien in favor of any person who repairs or bestows labor on personal property such as motor vehicles. If the repair or service work authorized in this Repair Order is not paid for, or is paid with a check, draft, or order which is subsequently dishonored for any reason, or is charged to an account which is not paid when due, the law gives the motor vehicle repair garage the right to take possession of the motor vehicle and/or commence an action in court to foreclose the lien which may result in the vehicle being sold pursuant to court order.

Supplies - A token charge equivalent to 16% of the labor charge is included for supplies used. Applicable supply items are: Nuts, bolts, washers, tape, pins, rags, cleaners, towels, hazardous waste charges, etc.

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LITTLETON, CO 80121
brandondodgeonbroadway.com
Phone 303-794-4205



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B

Dec 1 st
22nd hour

CUSTOMER NO. 10126		ADVISOR ROBERT COLEMAN	TAG NO. 213 2880	INVOICE DATE 10/30/13	INVOICE NO. DTC576432
[REDACTED]		LABOR RATE	LICENSE NO. 9845	COLOR	STOCK NO.
DENVER, CO		YEAR / MAKE / MODEL 13/RAM/1500/4WD QUAD CAB 140.5			
[REDACTED]		VEHICLE I.D. NO. 1 C 6 R R 7 F T 1 D S			
[REDACTED]		F.T.E. NO. [REDACTED] R.O. NO. [REDACTED] R.O. DATE 10/28/13			
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			
MO: 9835					
LABOR & PARTS			WARRANTY		
J# 1 08DT4	ELECTRICAL	UNITS:	TECH(S):464	AS IS: The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the selling dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income or any other consequential damages. NO PARTS OR LABOR WARRANTY WHEN USED PARTS ARE INSTALLED	
STATES THE SPEEDOMETER QUIT WORKING OVER THE WEEKEND--HAD TO SHUT OFF AND RESTART TO WORK AGAIN					
LOST COMMUNICATIONS WITH TELEMATICS GATEWAY					
CLUSTER/ODOMETER GOES OUT WHILE DRIVING, HAS STORED DTC IN BCM FOR U-0147 FOR LOSS OF COMMUNICATION WITH TELEMATICS GATEWAY. PERFORM STAR CASE S1308000183 FOR INTERMITTANT OPERATION OF ELECTRICAL COMPONENTS. RAN COMMUNICATIONS TEST AND MONITOR CHANGES IN MODULE WHILE WIGGLING WIRES UNDER DASH HARNESS AND 1315 CONNECTOR. PERFORM SERVICE, FLASH UPDATES.					
JOB # 1 TOTAL LABOR & PARTS			0.00		
J# 2 08DT5	ELECTRICAL	UNITS:	TECH(S):464	REPAIR ORDER NOTICE	
STATES RADIO QUIT 3 TIMES OVER WEEKEND--HAD TO SHUT OFF AND RESTART TO WORK			Colorado law provides from imposition of a lien in favor of any person who repairs or bestows labor on personal property such as motor vehicles. If the repair or service work authorized in this Repair Order is not paid for, or is paid with a check, draft, or order which is subsequently dishonored for any reason, or is charged to an account which is not paid when due, the law gives the motor vehicle repair garage the right to take possession of the motor vehicle and/or commence an action in court to foreclose the lien which may result in the vehicle being sold pursuant to court order.		
STAR CASE S70238 PER BRAD--SIRIUS XM# 7VCJ14R1					
ORDERED RADIO					
JOB # 2 TOTAL LABOR & PARTS			0.00		
J# 3+08DTZ	ELECTRICAL	UNITS:	TECH(S):464	Supplies - A token charge equivalent to 10% of the labor charge is included for supplies used. Applicable supply items are: Nuts, bolts, washers, tape, pins, rags, cleaners, towels, hazardous waste charges, etc.	
REQUESTED FLASH UPDATES					
FLASH PCM					
FLASH PCM--TSB 18-044-13					
JOB # 3 TOTAL LABOR & PARTS			0.00		
J# 4+08DTZ2	ELECTRICAL	UNITS:	TECH(S):464	Section 25-17-202, Colorado Revised Statutes, requires retailers to collect waste tire recycling development fee on the sale of each new motor vehicle tire.	
FLASH UPDATES REQUESTED					
FLASH RFH					
PERFORMED FLASH 56046937AG NEW AH					
JOB # 4 TOTAL LABOR & PARTS			0.00		
J# 5+08DT3	CLUSTER/GUAGES	UNITS:	TECH(S):464	THANK YOU	
REQUESTED FLASH			FOR BRINGING		
FLASH BCM/DDM			YOUR VEHICLE TO US		
PERFORMED FLASH FOR BCM/DDM TSB 08-018-13 REV.C			FOR SERVICE		
JOB # 5 TOTAL LABOR & PARTS			0.00		
J# 6+18DTZ3	DRIVEABILITY	UNITS:	TECH(S):464	LIKE US ON FACEBOOK	
FLASH UPDATED REQUESTED					
FLASH SCCM					
PERFORMED FLASH UPDATE SCCM FOR CRUISE CONTROL SLOW OR NO RESPONSE TSB 08-078-13					
JOB # 6 TOTAL LABOR & PARTS			0.00		
G.O.G. & SUPPLIES					
JOB # 1	1.0 GASOLINE	@	/UNIT	WARRANTY	



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CUSTOMER NO 10126	ADVISOR ROBERT COLEMAN	TAG NO 213 2880	INVOICE DATE 10/30/13	INVOICE NO DTCS76432
	LABOR RATE	LICENSE NO	MILEAGE 9,822	COLOR
DENVER, CO	YEAR / MAKE / MODEL 13/RAM/1500/4WD QUAD CAB 140.5	DELIVERY DATE		DELIVERY MILES
	VEHICLE I.D. NO. 1 C 6 R R 7 F T 1 D S	SELLING DEALER NO.		PRODUCTION DATE
	F.T.E. NO	P.O. NO.	R.O. DATE 10/28/13	
BUSINESS PHONE	COMMENTS			

MO: 9835

TOTAL - GOG 0.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)

TOTALS

* NEXT RECOMMENDED SERVICE:
* 11/11/2013 / 9835 MI 220TROT ROTATE TIRES

\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$FOR OFFICE USE ONLY\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$
\$ ()MATERCARD ()VISA ()DISCOVER ()AMERICAN EPRESS \$
\$ ()CASH ()CHECK # \$
\$ ()CHARGE ACCOUNT# \$
\$ CASHIER INTL'S () DATE: \$
\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$

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

THANK YOU FOR YOUR BUSINESS

CUSTOMER SIGNATURE

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REPAIR ORDER NOTICE

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Section 25-17-202, Colorado Revised Statutes, requires retailers to collect waste tire recycling development fee on the sale of each new motor vehicle tire.

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CUSTOMER NO. 10126	DIVISOR ROBERT COLEMAN	TAG NO. 213 2566	INVOICE DATE 10/21/13	INVOICE NO. DTCS75612
	LABOR RATE	LICENSE NO.	MI/LEAGE 9,312	COLOR
	YEAR / MAKE / MODEL 13/RAM/1500/4WD QUAD CAB 140.5		DELIVERY DATE	DELIVERY MILES
DENVER, CO	VEHICLE I.D. NO. 1 C 6 R R 7 F T 1 D S		SELLING DEALER NO.	PRODUCTION DATE
	R T E NO.	P O. NO.	R O DATE 10/17/13	
	BUSINESS PHONE	COMMENTS		

MO: 9374

LABOR & PARTS
J# 1 05DTZ BRAKES UNITS: TECH(S):439 WARRANTY
STATES ON DECEL. LIGHTLY PUSHING BRAKE, IT WILL DRIFT RIGHT
SEE LINE 10
ADJUSTED ALIGNMENT ON LINE 10

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 21DTZ TRANSMISSION UNITS: TECH(S):439 WARRANTY
STATES IT SHIFTS HARD FROM PARK TO REVERSE AND MAKES CLANKIN
SOUND
AS DESCRIBED THERE IS A SLIGHT BUMP AND NOISE DURING TRANS
SHIFT
CHARACTERISTIC OF 65RFE TRANSMISSION

JOB # 2 TOTAL LABOR & PARTS 0.00

J# 3 18DTZ DRIVEABILITY UNITS: TECH(S):439 WARRANTY
STATES ON ACCELERATION, MERGING, IT SURGES AND HE HAS TO BACK
OUT OF IT--WILL SURGE 3-4 TIMES
VEHICLE OPERATED AS DESIGNED
ON THE TEST DRIVE THERE WAS NOT ISSUES AS OUR CUSTOMER
DESCRIBED

JOB # 3 TOTAL LABOR & PARTS 0.00

J# 4 21DTZ TRANSMISSION UNITS: TECH(S):439 WARRANTY
STATES WHEN WARM, PUT IN DRIVE, AND IT WOULD NOT MOVE--HAD
TO PUT BACK INTO PARK AND TRY AGAIN
WHEN TEST VEHICLE A SHIFTING INTO GEAR AT A NORMAL SPEED
TESTING DID NOT INDICATE A SHIFTING ISSUE
DURING TESTING AND DIAGNOSIS THERE WAS NOT A DELAYED
SHIFTING ISSUE

JOB # 4 TOTAL LABOR & PARTS 0.00

J# 5 08DT5 ELECTRICAL UNITS: TECH(S):439 WARRANTY
STATES IT WILL HOLD ITS SPEED AROUND 15 MPH BY ITSELF
NO ISSUES
TO SLOW A VEH DOWN WITHOUT USING BRAKES THE TRANSMISSION
SHOULD BE UTILIZED

JOB # 5 TOTAL LABOR & PARTS 0.00

J# 6 24DTZ HEAT & AIR CONDITION UNITS: TECH(S):439 WARRANTY
STATES AIR WILL COME ON BY ITSELF AND RUN FOR A WHILE AND
SHUT ITSELF OFF
DURING TESTING AND DRIVING THERE WAS THE HVAC SYSTEM
OPERATED AS DESIGNED

JOB # 6 TOTAL LABOR & PARTS 0.00

J# 7 08DTZ ELECTRICAL UNITS: TECH(S):439 WARRANTY

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Section 25-17-202, Colorado Revised Statutes, requires retailers to collect waste tire recycling development fee on the sale of each new motor vehicle tire.

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CUSTOMER NO. 10126	ADVISOR ROBERT COLEMAN	TAG NO. 213 2566	INVOICE DATE 10/21/13	INVOICE NO. DTCS75615
	LABOR RATE	LICENSE NO.	MILEAGE 9,312	COLOR /
DENVER, CO	YEAR / MAKE / MODEL 13/RAM/1500/4WD QUAD CAB 140.5	DELIVERY DATE		
	VEHICLE I.D. NO. 1 C 6 R R 7 F T 1 D S	DELIVERY MILES		
	F.T.E. NO.	P.O. NO.	SELLING DEALER NO.	PRODUCTION DATE
			R.O. DATE 10/17/13	
	BUSINESS PHONE	COMMENTS		

MO: 9374

LABOR & PARTS		WARRANTY	
J# 1 26DTZ	RECALL CUSTOMER REQUESTS COMPLETE OPEN RECALLS N37 ESC PER CHRYSLER COMPLETED RECALL	UNITS: TECH(S):439	
		JOB # 1 TOTAL LABOR & PARTS	0.00
J# 2 08DT4	ELECTRICAL RRT 13-073 PERFORM RRT COMPLETED RRT 13-073	UNITS: TECH(S):439	
		JOB # 2 TOTAL LABOR & PARTS	0.00
J# 3+08DTZ2	ELECTRICAL STATES RADIO IS PLAYING-HE SWITCHES STATIONS, SCREEN GOES BLANK, SWITCH BACK AND IT PLAYS ANOTHER STATION DURING TESTING, THE RADIO WAS WORKING AS DESIGNED AT THIS TIME	UNITS: TECH(S):439	
		JOB # 3 TOTAL LABOR & PARTS	0.00

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Section 25-17-202, Colorado Revised Statutes, requires retailers to collect waste tire recycling development fee on the sale of each new motor vehicle tire.

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)

TOTALS

* NEXT RECOMMENDED SERVICE:
* 10/17/2013 / 9374 MI 22DTROT ROTATE TIRES

\$\$\$\$\$\$FOR OFFICE USE ONLY\$\$\$\$\$
\$ () MASTERCARD () VISA () DISCOVER () AMERICAN EXPRESS
\$ () CASH () CHECK #
\$ () CHARGE ACCOUNT#
\$ CASHIER INT'L'S () DATE:
\$*****

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

THANK YOU FOR YOUR BUSINESS

CUSTOMER SIGNATURE

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CUSTOMER NO. 10126	ADVISOR ROBERT COLEMAN	TAG NO. 213 2566	INVOICE DATE 10/21/13	INVOICE NO. DTCS75612
	LABOR RATE	LICENSE NO.	COLOR 9,312 /	STOCK NO.
	YEAR / MAKE / MODEL 13/RAM/1500/4WD QUAD CAB 140.5	MILEAGE 9,312	DELIVERY DATE	DELIVERY MILES
DENVER, CO	VEHICLE I.D. NO. 1C6RR7FT1DS		SELLING DEALER NO.	PRODUCTION DATE
	R.T.E. NO.	P.O. NO.	R.O. DATE 10/17/13	
BUSINESS PHONE	COMMENTS			

MO: 9374

STATES AUTO HEADLIGHTS AT DUSK WILL SHUT OFF AND ON FOR ABOUT 1 MINUTE OPERATING PER DESIGN INTENT

JOB # 7 TOTAL LABOR & PARTS 0.00

J# 8 080TZ2

ELECTRICAL

UNITS:

TECH(S):439

WARRANTY

STATES TIRE LIGHTS ARE ERRATIC...NOT ALWAYS FLASHING WHEN LOW, AND WILL FLUCTUATE 5-6 LBS ALL AT ONCE
NO ISSUES NOTED

JOB # 8 TOTAL LABOR & PARTS 0.00

J# 9 090TZ

ENGINE HEAVY

UNITS:

TECH(S):439

WARRANTY

STATES WHEN STONE COLD, IT WILL SHIFT FROM 1ST TO 2ND, AND BOG DOWN. RPM'S WILL GO DOWN TO 300 RPM AND SHAKE
VEH WAS TRESTED FOR 62 MILES, DURING CITY AND HIWAY TESTING
THER WAS NOT INDICATION OF A PERFORMANCE ISSUE

JOB # 9 TOTAL LABOR & PARTS 0.00

J#10 020TZ

ALIGNMENT

UNITS:

TECH(S):439

WARRANTY

CUSTOMERS CONCERN IS THE VEHICLE DRIFTS TO THE RIGHT
STATES STEERING WHEEL IS CROOKED
VEHICLE WAS OUT OF ALIGNMENT CAUSEING A SLIGHT DRIFT TO THE RIGHT
PERFORMED ALIGNMENT TO FACTORY SPECS AND RE-TESTED ON A TEST DRIVE. VEHICLE DRIVES NORMAL AFTER ALIGNMENT

JOB # 10 TOTAL LABOR & PARTS 0.00

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)

COMMENTS

CIMA:EMAIL

CIMA:CELL

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Supplies - A token charge equivalent to 10% of the labor charge is included for supplies used. Applicable supply items are: Nuts, bolts, washers, tape, pins, rags, cleaners, towels, hazardous waste charges, etc.

Section 25-17-202, Colorado Revised Statutes, requires retailers to collect waste tire recycling development fee on the sale of each new motor vehicle tire.

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MO: 9374

JOB # 1 TOTAL LABOR & PARTS 0.00

TOTALS	ORIGINAL ESTIMATE OF	\$0.00 (+TAX)
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$$$$$$$$$$$$$$$$$$$FOR OFFICE USE ONLY$$$$$$$$$$$$$$$$$$$$
$
$ ( )MASTERCARD ( )VISA ( )DISCOVER ( )AMERICAN EXPRESS $
$
$ ( )CASH ( )CHECK # $
$
$ ( )CHARGE ACCOUNT# $
$
$ CASHIER INTL'S ( ) DATE: $
$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$

```

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00

TOTAL INVOICE \$	0.00

CUSTOMER SIGNATURE

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CUSTOMER NO 10126	ADVISOR ROBERT COLEMAN	TAG NO 213 2566	INVOICE DATE 10/21/13	INVOICE NO. DTCS75612
[REDACTED] DENVER, CO rmmcbeth1@gmail.com	LABOR RATE	LICENSE NO	MILEAGE 9,312	COLOR /
	YEAR / MAKE / MODEL 13/RAM/1500/4WD QUAD CAB 140.5			DELIVERY DATE
	VEHICLE I.D. NO. 1 C 6 R R 7 F T 1 D S			DELIVERY MILES
	FTE NO			SELLING DEALER NO.
BUSINESS PHONE	COMMENTS	R.O. DATE 10/17/13		

MO: 9374

TOTALS ***** * NEXT RECOMMENDED SERVICE: * 10/31/2013 / 9374 MI 22DTROT ROTATE TIRES * ***** \$\$\$\$\$\$FOR OFFICE USE ONLY\$ \$ () MASTERCARD () VISA () DISCOVER () AMERICAN EXPRESS \$ \$ () CASH () CHECK # \$ \$ () CHARGE ACCOUNT# \$ \$ CASHIER INT'L'S () DATE: \$ \$\$\$\$\$\$		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	AS IS: The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the selling dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income or any other consequential damages. NO PARTS OR LABOR WARRANTY WHEN USED PARTS ARE INSTALLED
---	--	--	--

THANK YOU FOR YOUR BUSINESS

CUSTOMER SIGNATURE

REPAIR ORDER NOTICE

Colorado law provides from imposition of a lien in favor of any person who repairs or bestows labor on personal property such as motor vehicles. If the repair or service work authorized in this Repair Order is not paid for, or is paid with a check, draft, or order which is subsequently dishonored for any reason, or is charged to an account which is not paid when due, the law gives the motor vehicle repair garage the right to take possession of the motor vehicle and/or commence an action in court to foreclose the lien which may result in the vehicle being sold pursuant to court order.

Supplies - A token charge equivalent to 10% of the labor charge is included for supplies used. Applicable supply items are: Nuts, bolts, washers, tape, pins, rags, cleaners, towels, hazardous waste charges, etc.

Section 25-17-202, Colorado Revised Statutes, requires retailers to collect waste tire recycling development fee on the sale of each new motor vehicle tire.

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24/7 Appt. Hotline 1-866-921-8911



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5600 South Broadway
LITTLETON, CO 80121
brandondodgeonbroadway.com
Phone 303-794-4205

Thank You



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DealerRater.com

CUSTOMER NO 10126	ADVISOR MIKE GEYER	TAG NO 472	INVOICE DATE 07/31/13	INVOICE NO DOCS69806
	LABOR RATE	LICENSE NO	MILEAGE 6,864	COLOR /
	YEAR / MAKE / MODEL 13/RAM/1500/4WD QUAD CAB 140.5		DELIVERY DATE	DELIVERY MILES
FORT COLLINS, CO	VEHICLE I.D. NO. 1 C 6 R R 7 F T 1 D S		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 07/31/13	
BUSINESS PHONE	COMMENTS			

MO: 6864

LABOR & PARTS # 1 08DT5	ELECTRICAL UNITS: TECH(S):469	WARRANTY
CUST STATES HAVE ERRATIC OPERATION FROM RADIO... AT TIMES VOLUME WILL NOT TURN ON VERY LOUD SOP RADIO TECH 469 VERIFIED INTERNAL FAULT WITH RADIO REPLACED RADIO		
JOB # 1 TOTAL LABOR & PARTS		0.00

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NO PARTS OR LABOR WARRANTY WHEN USED PARTS ARE INSTALLED

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)
TOTALS

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* NEXT RECOMMENDED SERVICE:
* 07/31/2013 / 6805 MI 85DTZROT EXP TIRE ROTATE

FOR OFFICE USE ONLY	TOTAL LABOR....	0.00
() MASTERCARD () VISA () DISCOVER () AMERICAN EXPRESS	TOTAL PARTS....	0.00
() CASH () CHECK #	TOTAL SUBLET...	0.00
() CHARGE ACCOUNT#	TOTAL G.O.G....	0.00
CASHIER INTL'S () DATE:	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	0.00
	TOTAL TAX.....	0.00
	TOTAL INVOICE \$	0.00

THANK YOU FOR YOUR BUSINESS

Supplies - A token charge equivalent to 10% of the labor charge is included for supplies used. Applicable supply items are: Nuts, bolts, washers, tape, pins, rags, cleaners, towels, hazardous waste charges, etc.

Section 25-17-202, Colorado Revised Statutes, requires retailers to collect waste tire recycling development fee on the sale of each new motor vehicle tire.

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LITTLETON, CO 80121
brandondodgeonbroadway.com
Phone 303-794-4205

Thank You



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CUSTOMER NO 10126	ADVISOR MIKE GEYER	472	TAG NO 6153	INVOICE DATE 07/26/13	INVOICE NO DOCS69463
	LABOR RATE	LICENSE NO	MILEAGE 6,805	COLOR	STOCK NO
FORT COLLINS, CO	YEAR/MAKE/MODEL 13/RAM/1500/4WD QUAD CAB 140.5			DELIVERY DATE	DELIVERY MILES
	VEHICLE ID NO 1C6RR7FT1DS			SELLING DEALER NO	PRODUCTION DATE
	FTE NO	P.O. NO	R.O. DATE 07/26/13		
BUSINESS PHONE	COMMENTS				

MO: 6805

LABOR & PARTS
J# 1 08DT5
ELECTRICAL UNITS: TECH(S): 469
CUST STATES HAVE ERRATIC RADIO OPERATION. AT TIMES WHILE
DRIVING WIT HRADIO ON VOLUME WILL NOT TURN ON VERY LOUD
NO MATTER WHAT SETTING HAVE ON. OTHER TIMES RADIO
SCREEN WILL GO BLANK, TURN VEHICLE ON AND OFF AND
STILL BLANK. 3-4 HOURS LATER SCREEN WILL COME BACK.
VERIFIED FAULT WITH RADIO
ORDERED RADIO
JOB # 1 TOTAL LABOR & PARTS 0.00

WARRANTY
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ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)
TOTALS

* NEXT RECOMMENDED SERVICE:
* 07/26/2013 / 6864 MI 22DTROT ROTATE TIRES

FOR OFFICE USE ONLY	TOTAL LABOR....	0.00
() MASTERCARD () VISA () DISCOVER () AMERICAN EXPRESS	TOTAL PARTS....	0.00
() CASH () CHECK #	TOTAL SUBLET....	0.00
() CHARGE ACCOUNT#	TOTAL G.O.G....	0.00
CASHIER INTL'S () DATE:	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	0.00
	TOTAL TAX.....	0.00
	TOTAL INVOICE \$	0.00

THANK YOU FOR YOUR BUSINESS

CUSTOMER SIGNATURE

DUPLICATE INVOICE

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LITTLETON, CO 80121
brandondodgeonbroadway.com
Phone 303-794-4205

Thank You



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CUSTOMER NO 10126	ADVISOR MIKE GEYER	TAG NO 472	INVOICE DATE 07/26/13	INVOICE NO DOCS69464
	LABOR RATE	LICENSE NO	MILEAGE 6,805	COLOR
	YEAR / MAKE / MODEL 13/RAM/1500/4WD QUAD CAB 140.5			DELIVERY DATE
FORT COLLINS, CO	VEHICLE I.D. NO. 1 C 6 R R 7 F T 1 D S			DELIVERY MILES
	F.T.E NO	P.O. NO	SELLING DEALER NO.	PRODUCTION DATE
	R.O. DATE 07/26/13			
BUSINESS PHONE	COMMENTS			

MO: 6805

LABOR & PARTS
1 01DTZGLT EXP EDGE GLT INSP UNITS: TECH(S):469 WARRANTY
PERFORM GLASS LIGHT TIRE EDGE INSPECTION
CUST REQUEST
PERFORMED GLASS TIRE LIGHT EDGE INSPECTION
JOB # 1 TOTAL LABOR & PARTS 0.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)

TOTALS

* NEXT RECOMMENDED SERVICE:
* 07/26/2013 / 6864 MI 22DTROT ROTATE TIRES

\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$FOR OFFICE USE ONLY\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$
\$ () MASTERCARD () VISA () DISCOVER () AMERICAN EXPRESS \$
\$ () CASH () CHECK # \$
\$ () CHARGE ACCOUNT# \$
\$ CASHIER INTL'S () DATE: \$
\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$

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

THANK YOU FOR YOUR BUSINESS

CUSTOMER SIGNATURE

DUPLICATE INVOICE

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REPAIR ORDER NOTICE

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Supplies - A token charge equivalent to 10% of the labor charge is included for supplies used. Applicable supply items are: Nuts, bolts, washers, tape, pins, rags, cleaners, towels, hazardous waste charges, etc.

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2727 S. Havana
DENVER, CO 80014
Phone
303-751-1104



SCHEDULE AN
APPOINTMENT
ONLINE

Thank You

CELL: 970-567-901

CUSTOMER NO 69816	NAME MATTHEW ANDERSON	AGE 25	TAG NO 8994	INVOICE DATE 06/20/13	INVOICE NO DOCS92899
ADDRESS FT COLLINS, CO	LABOR RATE	LICENSE NO	MILEAGE 5,139	COLOR WHITE/	STOCK NO
	YEAR / MAKE / MODEL 13/RAM/1500/4WD QUAD CAB 140.5			DELIVERY DATE	DELIVERY MILES
	VEHICLE ID NO 1C6RR7FT1DS			SELLING DEALER NO	PRODUCTION DATE
	FTE NO	P.O. NO	R.O. DATE 05/23/13		
BUSINESS PHONE	COMMENTS				

MO: 5165

DRIVE & TALK		TECHNICAL	
CUSTOMER STATES AT HIGHWAY SPEED AND 40-50MPH DRIFTS TO RIGHT. ONCE IN A WHILE PULLS DRAMATICALLY TO RIGHT ALSO ALSO FEELS VIBRATION IN GAS PEDAL AND STEERING WHEEL ALMOST GRINDING AS PER CUSTOMER CHECKED VEHICLE TIRE PREASURES. ALL ABOUT 48PSI. ADJUSTED TO 40PSI. TEST DROVE SLOW AND HIGHWAY SPEEDS. FOUND THE STEERING WHEEL OFF CENTER. LOW ON LEFT. BUT CAN NOT VERIFY DRIFT. CHECKED ALIGNMENT IN SPEC AND NOT FAVORING A DRIFT OR PULL EITHER WAY. NO ISSUES FOUND WHILE NORMAL BRAKING AT ANY SPEED.		AS IS: The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the selling dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income or any other consequential damages. NO PARTS OR LABOR WARRANTY WHEN USED PARTS ARE INSTALLED.	
JOB # 1 TOTAL LABOR & PARTS		0.00	
INACCURATE TEMPERATURE DISPLAY RRT 13-023 COMPLETED RRT. UPDATED SOFTWARE		REPAIR ORDER NOTICE	
JOB # 2 TOTAL LABOR & PARTS		0.00	
CAR RENTAL		Colorado law provides from imposition of a lien in favor of any person who repairs or bestows labor on personal property such as motor vehicles. If the repair or service work authorized in this Repair Order is not paid for, or is paid with a check, draft, or order which is subsequently dishonored for any reason, or is charged to an account which is not paid when due, the law gives the motor vehicle repair garage the right to take possession of the motor vehicle and/or commence an action in court to foreclose the lien which may result in the vehicle being sold pursuant to court order.	
JOB # 3 TOTAL LABOR & PARTS		0.00	
CUSTOMER STATES WHEN BRAKING AT HIGHWAY SPEEDS THE VEHICLE WILL PULL HARD TO THE RIGHT. CHECK AND ADVISE. SEE LINE 1 COULD NOT CONFIRM THE CONDITION.		Supplies - A token charge equivalent to 15% of the labor charge is included for supplies used. Applicable supply items are: Nuts, bolts, washers, tape, pins, rags, cleaners, towels, hazardous waste charges, etc.	
JOB # 4 TOTAL LABOR & PARTS		0.00	
SUBLET PO# VEND INV# INV DATE DESCRIPTION		WARRANTY	
JOB # 3 24190 120705025 06/20/13 RENTAL VEHICLE		0.00	
TOTAL - SUBLET		0.00	

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)

COMMENTS
JOSH = CHRYSLER CUSTOMER CARE CASE/CAJRS
SPOKE TO JOSH 5/24/13 STATED WE HAD ADJUSTED TIRE PREASURES AND STRAIGHTENED THE STEERING WHEEL AND WANTED TO ROAD TEST WITH THE CUSTOMER BUT HE WAS ON VACATION FOR A WEEK. JOSH STATED THAT WAS OK AT TO NOTIFY HIM OF WHEN THE ROAD TEST HAPPENED.
/////
SPOKE TO JOSH 5/30/13 CUSTOMER HAS NOT ARRIVED BACK FROM VACATION TO TEST DROVE. HE STATED OK. ADVISE WHEN CUSTOMER HAS ARRIVED.
/////
SPOKE TO JOSH 6/11/13 I ROAD TESTED THE VEHICLE WITH THE CUSTOMER, FOUND THAT THE CUSTOMER IS DOING REALLY HARD PANIC STOPS FROM 70 MPH TO 50 MPH. SUBMITTED INFORMATION TO STAR. STILL NO RESPONSE. CALLED AND LEFT MESSAGE FOR JOSH 6/17/13 ADVISED HIM THERE HAD BEEN NO RESPONSE STATING TO TAKE THE CUSTOMER OUT OF THE RENTAL OR HOW T

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Phone
303-751-1104



SCHEDULE AN
APPOINTMENT
ONLINE

Thank You

CELL: 970-567-902

CUSTOMER NO 69816	ADVISOR MATTHEW ANDERSON	25	TAG NO. 8994	INVOICE DATE 06/20/13	INVOICE NO. DOCS92899
LABOR RATE		LICENSE NO.	MILEAGE 5,139	COLOR WHITE/	STOCK NO.
YEAR / MAKE / MODEL 13/RAM/1500/4WD QUAD CAB 140.5		DELIVERY DATE		DELIVERY MILES	
VEHICLE ID NO. 1C6RR7FT1DS		SELLING DEALER NO.		PRODUCTION DATE	
FT. E. NO.		P.O. NO.		R.O. DATE 05/23/13	
BUSINESS PHONE		COMMENTS			

MO: 5165

COMMENTS
O REPAIR THE VEHICLE. ALSO REMINDED THAT THE CUSTOMER HAS BEEN IN
A RENTAL CAR FOR 25 DAYS...
6/17/13....JOSH CALLED BACK, LEFT MESSAGE. PER DON JAN I CALLED
JOSH AND ADVISED THAT HE HAD A PREVIOUS VEHICLE WITH THE SAME
CONDITION THAT HE WAS TRADED OUT OF.

/////
6/19/13....JOSH FROM CHRYSLER CALLED WHILE I WAS IN CLASS. I
CALLED HIM BACK AND LEFT A MESSAGE 6/19 1:04PM
/////

CHRYSLER CAIRS# [REDACTED]
JOSH 888-542-7239 X421
NOTE FOR RENTAL CAR
PER JOSH, USE THE CAIRS NUMBER TO PAY THE AMOUNT FOR THE RENTAL CAR
NOTES HAVE BEEN MADE STARTING ON LINE 171. IF THE CAIRS CLAIM DOES
NOT PAY CALL JOSH AND FAX TOTAL RENTAL BILL TO HIM AND THEY WILL
ISSUE A CHECK.

TOTALS

* NEXT RECOMMENDED SERVICE: *
* 08/22/2013 / 28 MI 12DTZ1 3,000 MILE SERVICE *

\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$FOR OFFICE USE ONLY\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$
\$ ()MASTERCARD ()VISA ()DISCOVER ()AMERICAN EXPRESS \$
\$ ()CASH ()CHECK # \$
\$ ()CHARGE ACCOUNT# \$
\$ CASHIER INTL'S () DATE: \$
\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$

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

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Supplies - A token charge equivalent to 15% of the labor charge is included for supplies used. Applicable supply items are: Nuts, bolts, washers, tape, pins, rags, cleaners, towels, hazardous waste charges, etc.

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THANK YOU FOR YOUR BUSINESS

CUSTOMER SIGNATURE



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CUSTOMER NO. 28553	ADVISOR MIKE	163	TAG NO. 138	INVOICE DATE 04/22/13	INVOICE NO. CHCS99214
	LABOR RATE	LICENSE NO.	MILEAGE 3,048	COLOR	STOCK NO. 6615c
FT COLLINS, CO	YEAR / MAKE / MODEL 13/DODGE/RAM 1500/DS6L41			DELIVERY DATE 02/14/13	DELIVERY MILES 31
	VEHICLE I.D. NO. 1C6RR7FT1DS			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 04/22/13		
COMMENTS					

MO: 3073

LABOR & PARTS																													
"CUSTOMER STATES" BRAKE PULL TO THE RIGHT COULD NOT DUPLICATE CONCERN AT THIS TIME TEST DROVE WITH CUSTOMER SPEEDS UP TO 75 MPH WAS NOT DEMONSTRATED. TEST DROVE 4 MILES WITH NO BRAKE APPLI CATION. USED TRANSMISSION TO SLOW AND STOP ROTORS AT 105 + - 5. MADE 3 STOPS FROM 65.70.75 TO 15 IN SUCCESSION. BOTH FRO T ROTORS AT 350 + - 10. REAR AT 250 + - 5. TEST DROVE 4 MILE S WITH NO APPLICATION OTHER THAT LIGHT STOP FROM 25 BOTH FRO NT AT 120 + - 5. NO PULL EXP. AT THIS TIME																													
JOB # 1 TOTAL LABOR & PARTS					0.00																								
SUBLET	PO#	VENO	INV#	INV. DATE	DESCRIPTION																								
JOB # 1	24264				GOODWILL RENTAL																								
TOTAL - SUBLET					WARRANTY 0.00																								
ESTIMATE																													
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING																													
ORIGINAL ESTIMATE OF \$0.00 (+TAX)																													
TOTALS																													
<table border="0"> <tr> <td>FOR OFFICE USE ONLY</td> <td>TOTAL LABOR....</td> <td>0.00</td> </tr> <tr> <td>() MASTERCARD () VISA () DISCOVER () AMERICAN EXPRESS</td> <td>TOTAL PARTS....</td> <td>0.00</td> </tr> <tr> <td>() CASH () CHECK #</td> <td>TOTAL SUBLET...</td> <td>0.00</td> </tr> <tr> <td>() CHARGE ACCOUNT#</td> <td>TOTAL G.O.G....</td> <td>0.00</td> </tr> <tr> <td>CASHIER INTL'S () DATE:</td> <td>TOTAL MISC CHG.</td> <td>0.00</td> </tr> <tr> <td></td> <td>TOTAL MISC DISC</td> <td>0.00</td> </tr> <tr> <td></td> <td>TOTAL TAX.....</td> <td>0.00</td> </tr> <tr> <td></td> <td>TOTAL INVOICE \$</td> <td>0.00</td> </tr> </table>						FOR OFFICE USE ONLY	TOTAL LABOR....	0.00	() MASTERCARD () VISA () DISCOVER () AMERICAN EXPRESS	TOTAL PARTS....	0.00	() CASH () CHECK #	TOTAL SUBLET...	0.00	() CHARGE ACCOUNT#	TOTAL G.O.G....	0.00	CASHIER INTL'S () DATE:	TOTAL MISC CHG.	0.00		TOTAL MISC DISC	0.00		TOTAL TAX.....	0.00		TOTAL INVOICE \$	0.00
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() CASH () CHECK #	TOTAL SUBLET...	0.00																											
() CHARGE ACCOUNT#	TOTAL G.O.G....	0.00																											
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IF FOR ANY REASON YOU ARE NOT COMPLETELY SATISFIED,
PLEASE CONTACT OUR SERVICE MANAGER BOB LEE AT 970-267-5055
OR OUR SERVICE DIRECTOR BRIAN SCARBROUGH AT 970-267-5070

CUSTOMER SIGNATURE

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CUSTOMER NO. 28553	ADVISOR MIKE	163	TAG NO 727	INVOICE DATE 04/15/13	INVOICE NO CHCS98512
LABOR RATE	LICENSE NO.	MILEAGE 2,260	COLOR 7	STOCK NO 6615C	
FT COLLINS, CO	YEAR/MAKE/MODEL 13/DODGE/RAM 1500/PS6L41	DELIVERY DATE 02/14/13	DELIVERY MILES 31		
RMMCBETH@RAMS.COLOSTATE.EDU	VEHICLE ID NO 1C6RR7FT1DS	SELLING DEALER NO	PRODUCTION DATE		
BUSINESS PHONE 800-822-7437	F.T.E. NO	P.O. NO	R.O. DATE 04/09/13		
COMMENTS					MO: 2260

LABOR & PARTS				
"CUSTOMER STATES" BRAKE PULL TO THE LEFT SEE BOB BRAKE PADS AND ROTORS REPLACED FRONT BRAKE PADS AND ROTORS SEATED PADS				
PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	5143350-AC	PAD KIT F 5003003	
JOB # 1	2	52010080-AE	ROTOR BRA 5005003	
JOB # 1 TOTAL PARTS				0.00
JOB # 1 TOTAL LABOR & PARTS				0.00
SUBLET				
JOB # 1	24049	VEND INV#	INV. DATE	DESCRIPTION
				BRAKES
TOTAL - SUBLET				0.00
ESTIMATE				
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING				
ORIGINAL ESTIMATE OF \$0.00 (+TAX)				
TOTALS				
FOR OFFICE USE ONLY				
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

AS IS: The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the selling dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income or any other consequential damages.

NO PARTS OR LABOR WARRANTY WHEN USED PARTS ARE INSTALLED

REPAIR ORDER NOTICE

Colorado law provides for imposition of a lien in favor of any person who repairs or bestows labor on personal property such as motor vehicles. If the repair or service work authorized in this Repair Order is not paid for, or is paid with a check, draft, or order which is subsequently dishonored for any reason, or is charged to an account which is not paid when due, the law gives the motor vehicle repair garage the right to take possession of the motor vehicle and/or commence an action in court to foreclose the lien which may result in the vehicle being sold pursuant to court order.

Supplies - A token charge equivalent to 10% of the labor charge is included for supplies used. Applicable supply items are: Nuts, bolts, washers, tape, pins, rags, cleaners, towels, hazardous waste charges, etc.

IF FOR ANY REASON YOU ARE NOT COMPLETELY SATISFIED,
PLEASE CONTACT OUR SERVICE MANAGER BOB LEE AT 970-267-5055
OR OUR SERVICE DIRECTOR BRIAN SCARBROUGH AT 970-267-5070

CUSTOMER SIGNATURE

800-227-0757
(58947)

THANK YOU
FOR BRINGING
YOUR VEHICLE
TO US
FOR SERVICE



3835 S. College Ave. • Fort Collins, CO 80525 • (970) 226-5340

CUSTOMER NO 28553	ADVISOR MIKE	163	TAG NO. 727	INVOICE DATE 04/04/13	INVOICE NO. CHC598060
	LABOR RATE	LICENSE NO	MILEAGE 2,260	COLOR	STOCK NO 6615C
FT COLLINS, CO	YEAR/MAKE/MODEL 13/DODGE/RAM 1500/DS6L41			DELIVERY DATE 02/14/13	DELIVERY MILES 31
RMMCBETH@RAMS.COLOSTATE.EDU	VEHICLE ID NO 1C6RR7FT1DS559789			SELLING DEALER NO	PRODUCTION DATE
	FTE NO	PON		PO DATE 04/01/13	
BUSINESS PHONE 800-822-7437	COMMENTS				MO: 2260

LABOR & PARTS

CUSTOMER STATES HARD SHIFTING FROM D TO P
WILL BOG DOWN AT TIMES MORE WITH COLD AMB TEMP
ALSO WHEN SLOWING THEN ACCEL
COULD NOT DUPLICATE CONCERN
SCAN FOUR CODES, TEST DROVE, CHECKED FLUIDS
COULD NOT DUPLICATE AT THIS TIME

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1 TOTAL PARTS					0.00
JOB # 1 TOTAL LABOR & PARTS					0.00

CUSTOMER STATES CANNOT REMOVE KEY AT TIMES
COULD NOT DUPLICATE
PERFORMED DIAG. WORKING PROPERLY AT THIS TIME

CUSTOMER STATES HARD BRAKE PULL TO THE LEFT AT HIGHWAY SPEED
CALIPER STICKING
LEFT BRAKE PULL UNDER HARD BRAKING
REPLACED CALIPER AND BLEED SYSTEM

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE
JOB # 3	1		68157611-AA	CALIPER D 5005001	
JOB # 3	-1		68157611-AA	CORE RETURN	
JOB # 3	1		4318080-AC	FLUID BRA 1081006	
JOB # 3 TOTAL PARTS					0.00
JOB # 3 TOTAL LABOR & PARTS					0.00

SUBLET	PO#	VEND	INV#	INV DATE	DESCRIPTION	WARRANTY
JOB # 1	23896				CAR RENTAL	0.00
TOTAL - SUBLET						0.00

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)

AS IS: The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the selling dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income or any other consequential damages.

NO PARTS OR LABOR WARRANTY WHEN USED PARTS ARE INSTALLED

REPAIR ORDER NOTICE

Colorado law provides for imposition of a lien in favor of any person who repairs or bestows labor on personal property such as motor vehicles. If the repair or service work authorized in this Repair Order is not paid for, or is paid with a check, draft, or order which is subsequently dishonored for any reason, or is charged to an account which is not paid when due, the law gives the motor vehicle repair garage the right to take possession of the motor vehicle and/or commence an action in court to foreclose the lien which may result in the vehicle being sold pursuant to court order.

Supplies - A token charge equivalent to 10% of the labor charge is included for supplies used. Applicable supply items are: Nuts, bolts, washers, tape, pins, rags, cleaners, towels, hazardous waste charges, etc.

THANK YOU

FOR BRINGING

YOUR VEHICLE

TO US

FOR SERVICE

The Reynolds and Reynolds Company EPL/IT/TFE C0486306 01 (04/09)



3835 S. College Ave. • Fort Collins, CO 80525 • (970) 226-5340

CUSTOMER NO. 28553	ADVISOR MIKE	163	TAG NO 727	INVOICE DATE 04/04/13	INVOICE NO CHCS98060
	LABOR RATE	UCENSE NO	2,260	COLOR /	STOCK NO 6615C
FT COLLINS, CO	YEAR / MAKE / MODEL 13/DODGE/RAM 1500/DS6L41			DELIVERY DATE 02/14/13	DELIVERY MILES 31
	VEHICLE ID NO 1C6RR7FT1DS			SELLING DEALER NO	PRODUCTION DATE
	F.T.E. NO	P.O. NO		R.O. DATE 04/01/13	
BUSINESS PHONE 800-822-7437	COMMENTS				

MO: 2260

TOTALS-----
\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$FOR OFFICE USE ONLY\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$
\$ ()MASTERCARD ()VISA ()DISCOVER ()AMERICAN EXPRESS \$
\$ ()CASH ()CHECK # \$
\$ ()CHARGE ACCOUNT# \$
\$ CASHIER INTL'S () DATE: \$
\$

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

AS IS: The only warranties applying to this part(a) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the selling dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income or any other consequential damages.
NO PARTS OR LABOR WARRANTY WHEN USED PARTS ARE INSTALLED

REPAIR ORDER NOTICE

Colorado law provides from imposition of a lien in favor of any person who repairs or bestows labor on personal property such as motor vehicles. If the repair or service work authorized in this Repair Order is not paid for, or is paid with a check, draft, or order which is subsequently dishonored for any reason, or is charged to an account which is not paid when due, the law gives the motor vehicle repair garage the right to take possession of the motor vehicle and/or commence an action in court to foreclose the lien which may result in the vehicle being sold pursuant to court order.

Supplies - A token charge equivalent to 10% of the labor charge is included for supplies used. Applicable supply items are: Nuts, bolts, washers, tape, pins, rags, cleaners, towels, hazardous waste charges, etc.

THANK YOU
FOR BRINGING
YOUR VEHICLE
TO US
FOR SERVICE

CUSTOMER SIGNATURE

BUYER'S ORDER

SALESMAN WILLIAM G. NORRIS II

☐ NEW STOCK 6615C
☐ USED NO. 24359
DEAL# 24359

Purchaser's [REDACTED] Date 02/14/13
Address [REDACTED] Zip [REDACTED] Year 2013 Make DODGE
City & State FT COLLINS CO County LARIMER Model RAM 1500
Home Phone [REDACTED] Bus. Phone (970) 822-7437 Soc. Sec. [REDACTED] Color [REDACTED]
Drivers Lic. No. [REDACTED] Birth Date [REDACTED] Serial No. 1C6RR7FT1D9 [REDACTED]

ALL USED CARS SOLD "AS IS" ALL EXPRESS AND IMPLIED WARRANTIES EXCLUDED.

FINANCING OF TOTAL UNPAID BALANCE TO BE ARRANGED BY DEALER: YES ☒ NO ☐

IF YES, YOU ARE ENTITLED TO TRUTH-IN-LENDING (TIL) DISCLOSURES BEFORE ACCEPTANCE OF THIS ORDER BY DEALER.

PURCHASER AGREES TO PAY AN ADDITIONAL DOWN PAYMENT OF \$ N/A ON OR BEFORE N/A. THIS TIL DISCLOSURE ASSUMES SUCH PAYMENT HAS BEEN RECEIVED.

DELIVERY AND HANDLING CHARGES: TO THE NEGOTIATED PRICE OF EACH VEHICLE

SOLD THERE WILL BE ADDED THE SUM OF \$499.50 FOR COSTS AND ADDITIONAL PROFIT TO THE SELLER/DEALER FOR ITEMS SUCH AS INSPECTING, CLEANING AND ADJUSTING NEW AND USED VEHICLES.

ACCEPTANCE OF THIS ORDER BY DEALER CONTINGENT UPON:

1. DEALER'S APPROVAL OF PURCHASER'S CREDIT, AND
2. DEALER BEING ABLE TO ARRANGE CREDIT FOR PURCHASER, FOR THE AMOUNT AND PAYMENTS SPECIFIED, WITH A LENDING INSTITUTION, AND
3. PURCHASER UNDERSTANDS THAT OPTIONAL SERVICE CONTRACTS AND/OR ACCESSORIES MAY BE NON-MANUFACTURER PRODUCTS, NON-MANUFACTURER SERVICE CONTRACTS ARE NON-CANCELLABLE.

The information you see on the window form (FTC) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract.

Owed to TRADE IN N/A IF BALANCE OWED IS ESTIMATED UPON VERIFICATION BUYER AGREES TO PAY AMOUNT EXCEEDING THIS FIGURE.
Address BALANCE OWED X N/A

Year Make Color Not Equity N/A RECEIPT NO'S
Model Color Cash Down Payment 2000.00
Serial No. Color Factory Rebate 1750.00

Equipment Lic. # Total Down Payment 2. 3750.00

Balance in 75 Payment(s) of \$ 589.47 Unpaid Balance of Cash Price 3. 30067.94

1st. Payment Due 03/31/13 Optional Insurance 4. 4695.00

Balloon Payment(s) \$ N/A on Filing Fees 4a. 27.20

Finance Co. Address Total Unpaid Balance 5. 34790.14

Optional Insurance Item 4 FINANCE CHARGE 6. 9420.11

Optional Insurance Item 4 Total of Payments (5 & 6) 7. 44210.25

Optional Insurance Item 4 Deferred Payment Price (1 & 4 & 6) 8. 47933.05

Optional Insurance Item 4 ANNUAL PERCENTAGE RATE 9. 7.80 %

☐ N DEALER'S NEW CAR WARRANTY IS SHOWN ON BACK OF THIS ORDER. IT IS AGREED THAT THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, COVERING A NEW CAR SOLD HEREUNDER, ANY USED MOTOR VEHICLE SOLD TO PURCHASER BY DEALER UNDER THIS ORDER IS SOLD AT THE TIME OF DELIVERY BY DEALER "AS IS" WITH ALL FAULTS, WITHOUT ANY GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ITS CONDITION OR THE CONDITION OF ANY PART THEREOF, EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED IN WRITING ON THE FACE OF THIS ORDER AND GIVEN IN A SEPARATE WRITTEN WARRANTY SIGNED BY THE DEALER AND FURNISHED TO THE PURCHASER.

☐ N I have read the terms and conditions above and on the reverse side hereof, and it is understood and agreed that all of such terms and conditions are a part of this order with the same effect as if they were printed above my signature. It is further understood and agreed that terms and conditions on the front and back hereof comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever will be recognized.

☐ N Purchaser agrees that in case of default of any payment due under this Buyer's Order, or if Purchaser fails to perform any requirement contained in the Contract, Purchaser shall reimburse Dealer for legal expenses Dealer may incur including, but not limited to, reasonable attorney's fees. Dealer may have judgment for such amounts in addition to the amount due on this Buyer's Order or under any other provision of this contract.

☐ N/A Purchaser hereby acknowledges the receipt of a copy of this Retail Buyer's Order and Invoice and certifies that the price of (if new car) was stated.

☐ N/A PURCHASER'S SIGNATURE [REDACTED]

☐ N/A MANAGER'S SIGNATURE [REDACTED]

THIS ORDER MUST BE SIGNED BY AN OFFICIAL OF THE COMPANY



3835 S. College Ave.
Fort Collins, CO 80525
(970) 226-5340

Thank You

COLORADO REGISTRATION/OWNERSHIP TAX RECEIPT

TYPE	PLATE	TAB/VAL	VIN	EXPIRE				
			1C6RR7FT1DS	05/2014				
TITLE	YR	MAKE	BODY	CWT/PAS	T/C	FLEET#	FUEL	PREV EXP
06P037059	2013	DODG	PK	52	B		G	
PUR. DATE	PUR. PRICE	ORIGINAL TAXABLE VALUE		BUS. DATE	CO #	UR/CODE		
02/14/2013	31502.50	25,875		08/06/2013	01	U 0001		
EM. FEE	TITLE FEE	PRIOR O.T.	OWN TAX	LIC. FEE	ROAD FEE	BRIDGE FEE		
0.00	0.00	0.00	0.00	0.00	28.00	23.00		
RTD TAX	COUNTY TAX	CITY/DIST TAX		STATE TAX	SPECIAL FEE	OTHER FEE		
0.00	0.00	0.00		0.00	0.00	0.00		
UNIT #	GVW	MILES	HI GVW	HC DATE				

OWNER NAME/MAILING ADDRESS

*FEES IN BOLD INCLUDED IN LIC FEE

E/02142013/ /032017

DENVER

CO

SIGNATURE
REQUIRED
ON REVERSE
SIDE.

VALIDATION

LN

TOTAL

PAID DENVER

0.00

MOTOR VEHICLE INSURANCE IS COMPULSORY IN COLORADO, NON-COMPLIANCE IS A MISDEMEANOR TRAFFIC OFFENSE

COLORADO REGISTRATION/OWNERSHIP TAX RECEIPT

TYPE	PLATE	TAB/VAL	VIN	EXPIRE				
			1C6RR7FT1DS	05/2014				
TITLE	YR	MAKE	BODY	CWT/PAS	T/C	FLEET#	FUEL	PREV EXP
	2013	DODG	PK	52	B		G	
PUR. DATE	PUR. PRICE	ORIGINAL TAXABLE VALUE		BUS. DATE	CO #	UR/CODE		
02/14/2013	31502.50	25,875		05/20/2013	06	U 0001		
EM. FEE	TITLE FEE	PRIOR O.T.	OWN TAX	LIC. FEE	ROAD FEE	BRIDGE FEE		
0.00	0.00	135.84	478.69	175.46	28.00	23.00		
RTD TAX	COUNTY TAX	CITY/DIST TAX		STATE TAX	SPECIAL FEE	OTHER FEE		
0.00	0.00	0.00		0.00	0.00	0.00		
UNIT #	GVW	MILES	HI GVW	HC DATE				

OWNER NAME/MAILING ADDRESS

*FEES IN BOLD INCLUDED IN LIC FEE

E/02142013/ /032017

FT COLLINS

CO

SIGNATURE
REQUIRED
ON REVERSE
SIDE.

VALIDATION

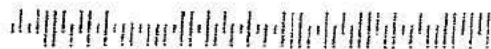
LN

TOTAL

PAID LARIMER

789.99 PL

MOTOR VEHICLE INSURANCE IS COMPULSORY IN COLORADO, NON-COMPLIANCE IS A MISDEMEANOR TRAFFIC OFFENSE



1000



48321

U.S. POSTAGE
PAID
BELLEVILLE, IL
62220
NOV 12 13
AMOUNT

\$1.72
00052594-11

Law Offices of Anne Ward
P.O. Box 2051
Litchfield Park, AZ 85340

Chrysler, LLC
Customer Assistant Center
P.O. Box 21-8004
Auburn Hills, MI 48321-8004

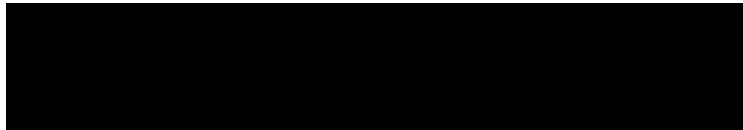
PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup





Kinerk, Schmidt & Sethi, PLLC
ATTORNEYS

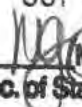
Matthew F. Schmidt
Writer's Direct Line: (520)545-1677
mschmidt@kss-law.com

September 29, 2014

Office of the General Counsel
Chrysler Group LLC
100 Chrysler Drive
Auburn Hills, MI 48326-2776

Chrysler Group LLC
Office of the General Counsel

OCT 07 2014

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

RE: Our Client: [REDACTED]
Date of Loss: May 30, 2014
VIN: 1C4SDHCT2EC [REDACTED]

To whom it may concern,

We represent [REDACTED] with regard to injuries she sustained when her 2014 Dodge Durango ran her over. On May 30, 2014, [REDACTED] put her vehicle in park in the driveway so she could run into the house to grab something. Her young daughter was strapped into the back seat of car. As [REDACTED] got out of the car, the car began rolling backwards out of the driveway and into the street. [REDACTED] fell in her attempt to stop the car and the car ran over her. When law enforcement came to inspect the scene, they noted the car resting in the "park" position over the sidewalk on the other side of the street. No one touched the transmission dial between the time Olyvia put the car in park and when the car finally stopped. The police report and scene photos are enclosed.

[REDACTED] injuries and treatment are ongoing, but her initial diagnosis includes a right leg de-gloving injury, fractured fibula and patella. She also suffered a concussion that has caused problems with her vision, short term memory loss, migraines and other cognitive issues. Medical bills and records collected to date are enclosed as are photos of her leg injuries.

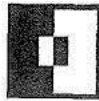
Let this letter serve as official notice of our representation and this claim. After the incident, the Dodge Durango was moved into the garage and has not been touched since. We do plan to inspect the vehicle and will let you know when that occurs.

If you have any further questions, don't hesitate to contact me. I look forward to working with you in getting this matter resolved. If you have any questions feel free to contact me.

Very truly yours,

KINERK, SCHMIDT & SETHI, PLLC


Matt F. Schmidt



Kinerk, Schmidt & Sethi, PLLC
ATTORNEYS

Matthew F. Schmidt
Writer's Direct Line: (520)545-1677
mschmidt@kss-law.com

October 22, 2014

Office of the General Counsel
Chrysler Group LLC
100 Chrysler Drive
Auburn Hills, MI 48326-2776

Received
Bowman and Brooke

OCT 22 2014

RE: Our Client: [REDACTED]
Date of Loss: May 30, 2014
VIN: 1C4SDHCT2EC [REDACTED]

TO _____

To whom it may concern,

We sent a letter on September 30, 2014 regarding our representation of [REDACTED] due to injuries she sustained on May 30, 2014 when her 2014 Dodge Durango ran her over. We also notified you of our intention to inspect the vehicle.

We plan on inspecting the vehicle within the next 14 days. If you would like a representative present, please contact us immediately so we can include them in scheduling.

If you have any questions or concerns, do not hesitate to contact me.

Very truly yours,

KINERK, SCHMIDT & SETHI, PLLC

Matt F. Schmidt

MFS/egh

cc: Stephanie Chilton, Bowman & Brooke

**Service of Process
Transmittal**

09/11/2015

CT Log Number 527801447

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

RE: Process Served in Arizona

FOR: Chrysler Group Service Contracts LLC (Domestic State: DE)

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

TITLE OF ACTION: Olyvia Nicholson and Darrin Nicholson, etc., Pltfs. vs. Chrysler Group Service Contracts LLC, et al., Dfts.

DOCUMENT(S) SERVED: Summons, Amended Complaint, Amended Demand, Amended Certificate(s), Letter(s), Attachment(s)

COURT/AGENCY: Pima County - Superior Court, AZ
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Manufacturing Defect - 2014 Dodge Durango, VIN: 1C4SDHCT2E [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Phoenix, AZ

DATE AND HOUR OF SERVICE: By Process Server on 09/11/2015 at 09:40

JURISDICTION SERVED : Arizona

APPEARANCE OR ANSWER DUE: Within 20 days from the date of service, not counting the day of service

ATTORNEY(S) / SENDER(S): Matthew F. Schmidt
Kinerk, Schmidt & Sethi, P.L.L.C.
1790 East River, Suite 300
Tucson, AZ 85718
520-545-1677

ACTION ITEMS: CT has retained the current log, Retain Date: 09/11/2015, Expected Purge Date: 09/16/2015

Image SOP

SIGNED: C T Corporation System
ADDRESS: 3800 N Central Avenue
Suite 460
Phoenix, AZ 85012
TELEPHONE: 602-248-1145

Person/Attorney Filing: [REDACTED]
Mailing Address: [REDACTED]
City, State, Zip Code: Tucson, AZ
Phone Number: (520) 545-1674
☒ Representing Self, Without an Attorney
(If Attorney) State Bar Number: _____
Attorney E-Mail Address: Laguilar@kss-law.com

9-11-15
EH
9:40AM

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA**

OLYVIA NICHOLSON ET AL. VS. FIAT CHRYSLER
AUTOMOBILES US LLC

Case No. [REDACTED]

SUMMONS

To: Chrysler Group Service Contracts LLC, FKA Chrysler Group LLC

**WARNING: THIS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS.
READ THIS SUMMONS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT AN ATTORNEY FOR
LEGAL ADVICE.**

1. A lawsuit has been filed against you. A copy of the lawsuit and other related court paperwork has been served on you with this Summons.
2. If you do not want a judgment taken against you without your input, you must file an Answer in writing with the Court, and you must pay the required filing fee. To file your Answer, take or send the papers to Office of the Clerk of the Superior Court, 110 West Congress Street, Tucson, Arizona 85701 or electronically file your Answer through AZTurboCourt at www.azturbocourt.gov.
Mail a copy of the Answer to the other party, the Plaintiff, at the address listed on the top of this Summons.
Note: If you do not file electronically you will not have electronic access to the documents in this case.
3. If this Summons and the other court papers were served on you within the State of Arizona, your Answer must be filed within TWENTY (20) CALENDAR DAYS from the date of service, not counting the day of service. If the papers were served on you outside the State of Arizona, your Answer must be filed within THIRTY (30) CALENDAR DAYS, not counting the day of service.

Requests for reasonable accommodations for persons with disabilities must be made to the court by parties at least 3 working days in advance of a scheduled court proceeding.

GIVEN under my hand and the Seal of the Superior Court of the State of Arizona in and for the County of Pima
September 01, 2015

Toni L. Hellon
Clerk of the Superior Court
By: Alan Walker
Deputy Clerk



**KINERK, SCHMIDT & SETHI,
P.L.L.C.**

1790 East River Road, Suite 300
Tucson, Arizona 85718
FAX: 520.790.1163

Matthew F. Schmidt
PCC #66347, SB #028049
Direct Line: (520) 545-1677
E-mail: mschmidt@kss-law.com

SUPERIOR COURT FOR THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

[REDACTED] and [REDACTED]
[REDACTED], a married couple

Plaintiff,

vs.

CHRYSLER GROUP SERVICE
CONTRACT LLC, FIAT CHRYSLER
AUTOMOBILES US LLC f/k/a
CHRYSLER GROUP LLC, a corporation;
XYZ CORPORATIONS 1-5; DOES 1-5

Defendants.

No. C20153505

**AMENDED
COMPLAINT
(TORT-MOTOR VEHICLE)**

Assigned to the Honorable Gus Aragon

I. Parties and Jurisdiction

1. Defendant CHRYSLER GROUP SERVICE CONTRACT LLC (FCA US), a corporation, is licensed and authorized to conduct business in Arizona and does conduct such business through agents and/or representatives in Arizona.
2. Dodge is an American brand of motor vehicles manufactured by FCA US.
3. Plaintiffs [REDACTED] and [REDACTED] at all times relevant to this action, were residents of Pima County, Arizona.

1 4. Plaintiffs [REDACTED] and [REDACTED] purchased a 2014 Dodge
2 Durango (VIN 1C4SDHCT2E[REDACTED]) at a store in Pima County, Arizona in
3 January of 2014.

4 5. This action arises out of a single 2014 Dodge Durango vehicle and Plaintiff
5 [REDACTED] that occurred at the Nicholson's home in Pima County,
6 Arizona.
7

8 6. Venue and jurisdiction are appropriate in this Court.

9 7. The Defendants who are fictitiously designated are so designated because their
10 identities are currently unknown to Plaintiffs. The fictitious Defendants are
11 individuals and/or corporations and/or other business entities duly licensed and/or
12 authorized to conduct business within the State of Arizona and have caused certain
13 acts and events material to Plaintiffs' claims to occur in Arizona. The fictitiously
14 designated individual Defendants were acting for, and on behalf of their respective
15 marital communities, and all fictitious Defendants were acting in their individual
16 capacities and/or acting as agents, ostensible agents, servants and/or employees of
17 other named and/or fictitious Defendants and/or were employing or holding out
18 other named and/or fictitious Defendants as their own employees or agents such
19 that they are liable for the actions of these others under agency and ostensible
20 agency theories. Plaintiffs request leave of this Honorable Court to amend this
21 Complaint to provide the true names of the Defendants once their identities have
22 been accurately ascertained.
23
24
25
26

1 **II. Factual Background**

2 Plaintiffs incorporate and reallege all aforementioned paragraphs as if fully set forth
3 herein.

4 8. At all times relevant to this action, Mrs. Nicholson was operating her vehicle, a
5 2014 Dodge Durango (VIN 1C4SDHCT2EC [REDACTED]).

6 9. Defendant FCA US designed, developed, manufactured, inspected, tested,
7 assembled, installed, distributed, maintained, marketed and/or sold the subject
8 2014 Dodge Durango.

9 10. Defendant FCA US's designing, developing, manufacturing, inspecting, testing,
10 assembling, installing, distributing, maintaining, marketing and selling includes
11 the parts of the subject vehicle that malfunctioned in this case.

12 11. On May 30, 2014 at approximately 12:44pm, [REDACTED] was seriously
13 injured when the defective subject 2014 Dodge Durango malfunctioned.

14 12. Specifically, the subject 2014 Dodge Durango rolled backwards while its shifter
15 knob indicated it was in the park ("P") position.

16 13. As the subject 2014 Dodge Durango rolled backwards, it ran over [REDACTED]

17 14. Plaintiffs suffered, and continue to suffer severe physical, emotional and economic
18 injury.

19 **III. COUNT ONE—Defective Product and Strict Liability.**

20 Plaintiffs incorporate and reallege all aforementioned paragraphs as if fully set forth
21 herein.
22

- 1 15. The subject vehicle was originally designed, developed, manufactured, inspected,
2 tested, assembled, installed, distributed, maintained, marketed and/or sold by
3 Defendant FCA US LLC.
- 4 16. All subject vehicle specifications and requirements were set by Defendant.
- 5 17. All subject vehicle parts and systems were approved by Defendant.
- 6 18. At the time the subject vehicle was sold, Defendant was in the business of
7 designing, manufacturing, marketing, and selling vehicles and component parts
8 such as the subject vehicle and such as were in the subject vehicle.
- 9 19. At the time the subject vehicle left the possession of Defendant FCA US, it was
10 defective in design, manufacture and warnings, constituting an unreasonably
11 dangerous product. The product was dangerous to an extent beyond that which
12 would be contemplated by the ordinary user of the product with ordinary
13 knowledge, to the community as to the product's characteristics. The risks of
14 danger in the design of the subject vehicle outweighed any benefits of the design.
15 The defective and unreasonably dangerous design and manufacture of the subject
16 vehicle was a producing and proximate cause of the vehicle's failure and
17 subsequent injuries to Plaintiffs.
- 18 20. At the time of the subject vehicle's failure, the subject vehicle was in substantially
19 the same condition as it was at the time it was placed into the stream of commerce.
20 No substantial material alterations were made to the subject vehicle.
- 21 21. At the time the subject vehicle left the possession of Defendant, it did not have

adequate warnings of the products' dangers that were known by or should have been known by Defendant. Defendant failed to provide adequate instructions to avoid dangers associated with the product. These failures rendered the product unreasonably dangerous as marketed. The marketing defect was the producing and proximate cause of the vehicle's failure and subsequent injuries to Plaintiffs.

22. There was a safer alternative design other than the one used, which was economically and technology feasible at the time of production that would have presented or significantly reduced the risk of the failure in question and the injuries in question without impairing the subject vehicle's utility.

23. As a result of Defendant's product failure and malfunction, Defendant is strictly liable to Plaintiffs for Plaintiffs' injuries and damages.

IV.COUNT TWO—Negligence

Plaintiffs incorporate and reallege all aforementioned paragraphs as if fully set forth herein.

24. Defendant owed Plaintiffs a duty to use reasonable care in the design, testing, manufacturing, inspection, assembly, installation, distribution, maintenance, communication, marketing post-sale communication, and/or sale of the subject vehicle

25. Defendant owed Plaintiffs a duty to warn and instruct with respect to the safe and proper use of the subject vehicle.

26. Defendant failed to meet this duty.

1 27. As a result of this failure, Plaintiffs were significantly injured and suffered
2 substantial damages.

3 **V. DAMAGES**

4 Plaintiffs incorporate and reallege all aforementioned paragraphs as if fully set forth
5 herein
6

7 28. As a direct and proximate result of Defendant's actions and omissions, Plaintiff
8 [REDACTED] is entitled to damages in an amount to be proven at trial for the
9 nature, extent and duration of her injuries.

10 29. As a direct and proximate result of Defendant's actions and omissions, Plaintiff
11 [REDACTED] has experienced and will continue to experience pain,
12 discomfort, suffering, disability, disfigurement, and anxiety in an amount to be
13 proven at trial within the jurisdiction of this court.
14

15 30. As a direct and proximate result of Defendant's actions and omissions, Plaintiff
16 [REDACTED] has experienced and will continue to experience pain,
17 discomfort, suffering, disability, disfigurement, and anxiety in an amount to be
18 proven at trial within the jurisdiction of this court.
19

20 31. As a further direct and proximate result of the aforementioned tortious conduct of
21 Defendant's actions and omissions, Plaintiff [REDACTED] has suffered
22 physical injury requiring medical care, treatment, services and expenses rendered
23 and reasonably probable to be incurred in the future in an amount to be proven at
24 trial within the jurisdiction of this court.
25
26

1 32. As a further direct and proximate result of the aforementioned tortious conduct
2 of Defendant's actions and omissions, Plaintiff [REDACTED] has suffered loss
3 of enjoyment of life, or the participation in life's activities to the quality and extent
4 normally enjoyed before the injury.
5

6 33. As a further direct and proximate result As a further direct and proximate result of
7 the aforementioned tortious conduct of Defendant's actions and omissions,
8 Plaintiffs Darrin and [REDACTED] have lost the love, care, affection
9 companionship and other pleasures of the marital relationship.
10

11 WHEREFORE, Plaintiffs pray for judgment in their favor and against Defendants as
12 follows:

- 13 a. For past and future special damages;
14 b. For general damages;
15 c. For pre-judgment interest on liquidated damages;
16 d. For post-judgment interest on the entire judgment amount;
17 e. Taxable costs incurred; and
18 f. For any further relief the Court deems just.
19
20

21 Dated this 1st day of September, 2015.

22 KINERK, SCHMIDT & SETHI, P.L.L.C.
23

24 By /s/ Matthew F. Schmidt
25 Matthew F. Schmidt
26 Attorney for Plaintiffs

**KINERK, SCHMIDT & SETHI,
P.L.L.C.**

1790 East River Road, Suite 300
Tucson, Arizona 85718
FAX: 520.790.1163

Matthew F. Schmidt
PCC #66347, SB #028049
Direct Line: (520) 545-1677
E-mail: mschmidt@kss-law.com

ATTORNEY FO PLAINTIFFS

SUPERIOR COURT FOR THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

[REDACTED] and [REDACTED]
[REDACTED] a married couple

Plaintiff,

vs.

CHRYSLER GROUP SERVICE
CONTRACT LLC, FIAT CHRYSLER
AUTOMOBILES US LLC f/k/a
CHRYSLER GROUP LLC, a corporation;
XYZ CORPORATIONS 1-5; DOES 1-5

Defendants.

No. C20153505

**AMENDED
DEMAND FOR JURY TRIAL
(TORT-MOTOR VEHICLE)**

Assigned to the
Assigned to the Honorable Gus Aragon

Plaintiffs, by and through counsel undersigned, hereby demand a trial by jury
pursuant to Rule 38(b).

Dated this 4th day of September, 2015.

KINERK, SCHMIDT & SETHI, P.L.L.C.

By /s/ Matthew F. Schmidt
Matthew F. Schmidt
Attorney for Plaintiffs

1 **KINERK, SCHMIDT & SETHI,**
2 **P.L.L.C.**

3 1790 East River Road, Suite 300
4 Tucson, Arizona 85718
5 FAX: 520.790.1163

6 Matthew F. Schmidt
7 PCC #66347, SB #028049
8 Direct Line: (520) 545-1677
9 E-mail: mschmidt@kss-law.com

10 ATTORNEY FO PLAINTIFFS

11 **SUPERIOR COURT FOR THE STATE OF ARIZONA**

12 **IN AND FOR THE COUNTY OF PIMA**

13 [REDACTED] and [REDACTED]
14 [REDACTED] a married couple

15 Plaintiff,

16 vs.

17 CHRYSLER GROUP SERVICE
18 CONTRACT LLC, FIAT CHRYSLER
19 AUTOMOBILES US LLC f/k/a
20 CHRYSLER GROUP LLC, a corporation;
21 XYZ CORPORATIONS 1-5; DOES 1-5

22 Defendants.

No. C20153505

**AMENDED
CERTIFICATE OF COMPULSORY
ARBITRATION
(TORT-MOTOR VEHICLE)**

Assigned to the Honorable Gus Aragon

23 The undersigned counsel for Plaintiffs herein certifies that the largest award
24 sought by Plaintiffs, including punitive damages, but excluding interest, attorneys' fees
25 and costs, does exceed the limits set by Local Rule for compulsory arbitration. This case
26 is not subject to the Uniform Rules of Procedure for Arbitration.

Dated this 4th day of September, 2015.

KINERK, SCHMIDT & SETHI, P.L.L.C.

By /s/ Matthew F. Schmidt
Matthew F. Schmidt
Attorney for Plaintiffs

Lisa Aguilar

From: TurboCourt Customer Service <CustomerService@TurboCourt.com>
Sent: Friday, September 04, 2015 3:04 PM
To: Lisa Aguilar
Subject: AZTurboCourt E-Filing Courtesy Notification

PLEASE DO NOT REPLY TO THIS EMAIL.

A party in this case requested that you receive an AZTurboCourt Courtesy Notification.

The following document(s) have been processed for Case # [REDACTED]
Demand for Jury Trial: Amended Demand for Jury Trial (Accept)

CASE ATTACHMENT COVER PAGE		(ENDORSED) ELECTRONICALLY FILED Pima on Sep 4, 2015 <i>Deputy Clerk: Alan Walker</i> X _____
PIMA COUNTY STREET ADDRESS: 110 West Congress Street MAILING ADDRESS: CITY AND ZIP CODE: Tucson, AZ 85701 BRANCH NAME: Superior Court WEBSITE:		
ATTACHMENT NAME: Certificate of Compulsory Arbitration: Amended Certificate of Compulsory Arbitration		
CASE NAME: ET AL. VS. FIAT CHRYSLER AUTOMOBILES US LLC		CASE NUMBER: C20153505
Please log on to www.TurboCourt.com regularly for updates		

Please staple this to your original attachment

Lisa Aguilar

From: TurboCourt Customer Service <CustomerService@TurboCourt.com>
Sent: Friday, September 04, 2015 3:16 PM
To: Lisa Aguilar
Subject: E-Filing Status: Documents Processed

PLEASE DO NOT REPLY TO THIS EMAIL.

The following document(s) have been processed for Case [REDACTED]
Certificate of Compulsory Arbitration: Amended Certificate of Compulsory Arbitration (Accept)

YOU MUST log back on to <http://turbocourt.com/> to view and/or print your stamped copy.

If you have questions about your filing, please contact AOC Support Services, phone number 602-452-3519 or 1-800-720-7743, or e-mail support@courts.az.gov. Please have your AZTurboCourt Form Set # available.

Thank you for using TurboCourt!



Marana Police Department

Detail Incident Report for 1405-1165

Nature: 1052

Address: [REDACTED]

Location: Marana Police Beat 2

Marana AZ

Offense Codes: 3302

Received By: Neal-Jessen, Gra

How Received: Telephone

Agency: MPD

Responding Officers: Smith, Brandt Holberg, Michael Samano, Abel N Bejarano, Steven Destefano, John

Responsible Officers: Smith, Brandt

Disposition: Closed unassigned 05/30/14

When Reported: 12:44:38 05/30/14

Occurred Between: 12:44:04 05/30/14 and 12:44:04 05/30/14

NARRATIVE:

1405-1165 NARRATIVE #331

Vehicle information:

LIC [REDACTED] TAB: [REDACTED] EXPIRE: 01/15/2015

VIN [REDACTED] VYR:2014 VMA:DODG VMO: VST:4DSW

Narrative: On May 30, 2014 at 1244 hours I responded to [REDACTED] Way with my assigned vehicle #564 emergency equipment activated for a reported pedestrian versus a motor vehicle call.

Upon arrival members of Northwest Fire Department were on-scene rendering aid to a female sitting on the driveway, with an apparent severe injury to her right leg. I then noticed the above listed vehicle across the street stopped in the front yard of the residence directly across. There appeared to be no damage to this vehicle and the driver side door was still open.

Contact was then made with a young male juvenile who identified himself to me as [REDACTED] the son of the victim later known to me as [REDACTED]. He reported the following: They were leaving to go to a dentist appointment and as they were backing out his mother told him to get out of the car and move the garbage can that was down at the curb. [REDACTED] stated as he was outside of the vehicle he noticed his mother began driving back up towards the house and when she got out it appeared the car began to roll backwards. He reported that his mother had both of her legs outside of the car and her torso inside as if she was trying to put the vehicle into park. [REDACTED] then stated the vehicle ran over her legs in the driveway of the residence and continued to roll

until it stopped in the yard across the street.

I was then approached by a female who I had seen near the victim upon my arrival who verbally identified herself as, [REDACTED] [REDACTED] reported the following: While driving down the street she noticed a young male [REDACTED] on the phone and then noticed the victim sitting on the driveway bleeding from her leg. She states that the victim was alert and responsive and told her where some towels were at which time she went and recovered. After getting the towels, she applied pressure to her right leg until medical attention arrived on scene.

Photographs were taken by Officer A. Samono #401 of the vehicle and location where this incident was reported to have taken place. They were later placed into property and evidence by Ofc. Samono #401.

[REDACTED] was transported to University Medical Center by Southwest Ambulance #834 and was later visited at University Medical Center by Officer Samono #401 and she reported the following events: While backing out of the driveway to take her son to a dentist appointment, she noticed the garbage can needed to be moved and instructed her son to do so. While waiting for her son, she got a migraine and decided to pull back into the garage to get some medication. As she exited her vehicle, she looked back and noticed it was beginning to roll backwards. [REDACTED] stated she then attempted to put the vehicle into park as she thought she had already done and realized the vehicle was rolling back faster than she thought, at which time she remembers falling to the ground and being ran over by the tires of the vehicle.

Per hospital staff, [REDACTED] received a severe laceration to her right leg where the bone was exposed from her mid-thigh to her calf area.

Before leaving the area, I utilized the towels that were used to wrap the victim's leg to clean up blood and other debris left from the incident and placed them into a biohazard bag and sprayed down this area with water.

The listed vehicle was later found to be position in "Park" at its' final resting area and was driven back to the listed address. NFI

Entered by: Ofc. B. Smith #331

Assigned To:
Status:

Detail:
Status Date: **/**/**

Date Assigned: **/**/**
Due Date: **/**/**

Case History:

Case Notes:

Radiolog:

Unit: 10U3M	Enroute:	Arrived: 12:54:17 05/30/14
	Completed: 13:13:03 05/30/14	

Unit: 1U1M	Enroute: 12:46:32 05/30/14	Arrived: 13:11:59 05/30/14
	Completed: 13:32:52 05/30/14	

Unit: 331M	Enroute: 12:45:33 05/30/14	Arrived: 12:52:08 05/30/14
	Completed: 13:32:23 05/30/14	

Unit: 373M	Enroute: 12:45:48 05/30/14	Arrived: 12:54:30 05/30/14
	Completed: 13:20:13 05/30/14	

Unit: 401M	Enroute: 12:46:26 05/30/14	Arrived: 12:55:51 05/30/14
	Completed:	

OTHER:

Name: [REDACTED]

Name Number: 1492637

Race: 5

Sex: F

DOB: [REDACTED]

Address: [REDACTED]

Home Phone: [REDACTED]

Work Phone: () -

VICTIM:

Name: [REDACTED]

Name Number: 271876

Race: 1

Sex: F

DOB: [REDACTED]

Address: [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

EVIDENCE INFORMATION:

Item Number: 1

Item Type: EVI

Serial Number:

Item: DIGITAL PHOTO

Brand:

Model:

Color:

Description: DIGITAL PHOTOS

VEHICLE INFORMATION:

Owner ID Number:	429798	Vehicle Number:	1046040	License Plate:					
VIN:		State:	AZ	Expires:	01/15/15	Year:	2014		
Make:	DODG	Model:		Type:	SW	Color:	/	Doors:	4
Value:	0	Characteristics:							

**KINERK, SCHMIDT & SETHI,
P.L.L.C.**

1790 East River Road, Suite 300
Tucson, Arizona 85718
FAX: 520.790.1163

Matthew F. Schmidt
PCC #66347, SB #028049
Direct Line: (520) 545-1677
E-mail: mschmidt@kss-law.com

SUPERIOR COURT FOR THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

██████████ and ██████████
██████████, a married couple

Plaintiff,

vs.

FCA US LLC, f/k/a/ Chrysler Group LLC a
corporation; XYZ CORPORATIONS 1-5;
DOES 1-5

Defendants.

No. C20153505

**SECOND AMENDED
COMPLAINT
(TORT-MOTOR VEHICLE)**

Assigned to the Honorable Gus Aragon

I. Parties and Jurisdiction

1. Defendant FCA US LLC, a corporation, is licensed and authorized to conduct business in Arizona and does conduct such business through agents and/or representatives in Arizona.
2. Dodge is an American brand of motor vehicles manufactured by FCA US.
3. Plaintiffs ██████████ and ██████████ at all times relevant to this action, were residents of Pima County, Arizona.
4. Plaintiffs ██████████ and ██████████ purchased a 2014 Dodge

1 Durango (VIN 1C4SDHCT2EC [REDACTED]) at a store in Pima County, Arizona in
2 January of 2014.

3 5. This action arises out of a single 2014 Dodge Durango vehicle and Plaintiff
4 [REDACTED] occurred at the Nicholson's home in Pima County,
5 Arizona.
6

7 6. Venue and jurisdiction are appropriate in this Court.

8 7. The Defendants who are fictitiously designated are so designated because their
9 identities are currently unknown to Plaintiffs. The fictitious Defendants are
10 individuals and/or corporations and/or other business entities duly licensed and/or
11 authorized to conduct business within the State of Arizona and have caused certain
12 acts and events material to Plaintiffs' claims to occur in Arizona. The fictitiously
13 designated individual Defendants were acting for, and on behalf of their respective
14 marital communities, and all fictitious Defendants were acting in their individual
15 capacities and/or acting as agents, ostensible agents, servants and/or employees of
16 other named and/or fictitious Defendants and/or were employing or holding out
17 other named and/or fictitious Defendants as their own employees or agents such
18 that they are liable for the actions of these others under agency and ostensible
19 agency theories. Plaintiffs request leave of this Honorable Court to amend this
20 Complaint to provide the true names of the Defendants once their identities have
21 been accurately ascertained.
22
23
24
25
26

1
2 **II. Factual Background**

3 Plaintiffs incorporate and reallege all aforementioned paragraphs as if fully set forth
4 herein.

5
6 8. At all times relevant to this action, Mrs. Nicholson was operating her vehicle, a
7 2014 Dodge Durango (VIN 1C4SDHCT2EC [REDACTED]).

8 9. Defendant FCA US designed, developed, manufactured, inspected, tested,
9 assembled, installed, distributed, maintained, marketed and/or sold the subject
10 2014 Dodge Durango.
11

12 10. Defendant FCA US's designing, developing, manufacturing, inspecting, testing,
13 assembling, installing, distributing, maintaining, marketing and selling includes the
14 parts of the subject vehicle that malfunctioned in this case.
15

16 11. On May 30, 2014 at approximately 12:44pm, [REDACTED] was seriously
17 injured when the defective subject 2014 Dodge Durango malfunctioned.

18 12. Specifically, the subject 2014 Dodge Durango rolled backwards while its shifter
19 knob indicated it was in the park ("P") position.
20

21 13. As the subject 2014 Dodge Durango rolled backwards, it ran [REDACTED]

22 14. Plaintiffs suffered, and continue to suffer severe physical, emotional and economic
23 injury.
24

25 **III. COUNT ONE—Defective Product and Strict Liability.**

26 Plaintiffs incorporate and reallege all aforementioned paragraphs as if fully set forth

1 herein.

2 15. The subject vehicle was originally designed, developed, manufactured, inspected,
3 tested, assembled, installed, distributed, maintained, marketed and/or sold by
4 Defendant FCA US LLC.

5 16. All subject vehicle specifications and requirements were set by Defendant.

6 17. All subject vehicle parts and systems were approved by Defendant.

7 18. At the time the subject vehicle was sold, Defendant was in the business of
8 designing, manufacturing, marketing, and selling vehicles and component parts
9 such as the subject vehicle and such as were in the subject vehicle.
10

11 19. At the time the subject vehicle left the possession of Defendant FCA US, it was
12 defective in design, manufacture and warnings, constituting an unreasonably
13 dangerous product. The product was dangerous to an extent beyond that which
14 would be contemplated by the ordinary user of the product with ordinary
15 knowledge, to the community as to the product's characteristics. The risks of
16 danger in the design of the subject vehicle outweighed any benefits of the design.
17 The defective and unreasonably dangerous design and manufacture of the subject
18 vehicle was a producing and proximate cause of the vehicle's failure and
19 subsequent injuries to Plaintiffs.
20

21 20. At the time of the subject vehicle's failure, the subject vehicle was in substantially
22 the same condition as it was at the time it was placed into the stream of commerce.
23 No substantial material alterations were made to the subject vehicle.
24
25
26

1 21. At the time the subject vehicle left the possession of Defendant, it did not have
2 adequate warnings of the products' dangers that were known by or should have
3 been known by Defendant. Defendant failed to provide adequate instructions to
4 avoid dangers associated with the product. These failures rendered the product
5 unreasonably dangerous as marketed. The marketing defect was the producing
6 and proximate cause of the vehicle's failure and subsequent injuries to Plaintiffs.
7

8 22. There was a safer alternative design other than the one used, which was
9 economically and technology feasible at the time of production that would have
10 presented or significantly reduced the risk of the failure in question and the
11 injuries in question without impairing the subject vehicle's utility.
12

13 23. As a result of Defendant's product failure and malfunction, Defendant is strictly
14 liable to Plaintiffs for Plaintiffs' injuries and damages.
15

16 **IV. COUNT TWO—Negligence**

17 Plaintiffs incorporate and reallege all aforementioned paragraphs as if fully set forth
18 herein.

19 24. Defendant owed Plaintiffs a duty to use reasonable care in the design, testing,
20 manufacturing, inspection, assembly, installation, distribution, maintenance,
21 communication, marketing post-sale communication, and/or sale of the subject
22 vehicle
23

24 25. Defendant owed Plaintiffs a duty to warn and instruct with respect to the safe and
25 proper use of the subject vehicle.
26

1 26. Defendant failed to meet this duty.

2 27. As a result of this failure, Plaintiffs were significantly injured and suffered
3 substantial damages.

4 **V. DAMAGES**

5 Plaintiffs incorporate and reallege all aforementioned paragraphs as if fully set forth
6 herein

7
8 28. As a direct and proximate result of Defendant's actions and omissions, Plaintiff
9 [REDACTED] is entitled to damages in an amount to be proven at trial for the
10 nature, extent and duration of her injuries.
11

12 29. As a direct and proximate result of Defendant's actions and omissions, Plaintiff
13 [REDACTED] has experienced and will continue to experience pain,
14 discomfort, suffering, disability, disfigurement, and anxiety in an amount to be
15 proven at trial within the jurisdiction of this court.
16

17 30. As a direct and proximate result of Defendant's actions and omissions, Plaintiff
18 [REDACTED] has experienced and will continue to experience pain,
19 discomfort, suffering, disability, disfigurement, and anxiety in an amount to be
20 proven at trial within the jurisdiction of this court.
21

22 31. As a further direct and proximate result of the aforementioned tortious conduct of
23 Defendant's actions and omissions, Plaintiff [REDACTED] has suffered
24 physical injury requiring medical care, treatment, services and expenses rendered
25 and reasonably probable to be incurred in the future in an amount to be proven at
26

1 trial within the jurisdiction of this court.

2 32. As a further direct and proximate result of the aforementioned tortious conduct
3 of Defendant's actions and omissions, Plaintiff [REDACTED] has suffered loss
4 of enjoyment of life, or the participation in life's activities to the quality and extent
5 normally enjoyed before the injury.
6

7 33. As a further direct and proximate result As a further direct and proximate result of
8 the aforementioned tortious conduct of Defendant's actions and omissions,
9 Plaintiffs Darrin and [REDACTED] have lost the love, care, affection
10 companionship and other pleasures of the marital relationship.
11

12 WHEREFORE, Plaintiffs pray for judgment in their favor and against Defendants as
13 follows:

- 14 a. For past and future special damages;
15 b. For general damages;
16 c. For pre-judgment interest on liquidated damages;
17 d. For post-judgment interest on the entire judgment amount;
18 e. Taxable costs incurred; and
19 f. For any further relief the Court deems just.
20
21

22 Dated this 29th day of September, 2015.

23 KINERK, SCHMIDT & SETHI, P.L.L.C.
24

25 By /s/ Matthew F. Schmidt
26 Matthew F. Schmidt
Attorney for Plaintiffs

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PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup
Peterson Customer description
of event

Truck T-3019, 2016 Dodge Ram 1500, VIN 1C6RR7FG7GS [REDACTED] NC license plate [REDACTED]

DETAILS:

On 7/9/2016 A TBU technician was on a roadway project on I-85 near Henderson and had parked his truck near a work site where a subcontractor was performing erosion control. The technician got out of the truck, placed the transmission in Park, but left it running so as not to drain the battery with the strobe lights. The truck was parked on a paved surface, facing downward at a grade of approximately 2% according to project plans. He walked approximately 100' towards the operation and was talking with coworkers when he looked back towards his truck and saw that it was rolling forward. He estimated that a minute or two had passed since he had exited the truck. He attempted to run back to his truck and get in to press the brakes, but was not able to do so before the truck travelled approximately 100' and made contact with a contractor's pickup. When the technician opened the door he found that the transmission was in Neutral. The speed at impact was approximately 5 mph. No one was hurt, but both pickups sustained damage. No airbags were deployed.

Truck T-3018, 2016 Dodge Ram 1500, VIN 1C6RR7FG7GS [REDACTED] NC license plate [REDACTED]

DETAILS

On 8/4/2016 on a jobsite near Pittsboro a contractor was pouring concrete sidewalk. A TBU technician was testing the concrete. After emptying his load, one of the concrete trucks had backed up approximately 30 feet from the edge of a slope and was cleaning out his truck. The technician pulled his pickup alongside the concrete truck, placed the transmission in Park, and then got out of the pickup, leaving it running since he was only going to be stopped a short time before moving again. He walked to the back to the pickup to get the concrete testing equipment out of the back of the pickup and used water from the concrete truck to clean up the equipment. Both vehicles were on a stone base, facing forward up a vertical incline, 6.9% according to the project plans. After cleaning up the testing equipment, the technician was talking with the concrete truck driver, heard a "click" sound come from the pickup, and could only watch as the pickup started rolling backwards along the stone base and then down the 2:1 slope, until it came to rest on a berm at the bottom of the slope. The technician had been out of the truck for approximately 10 minutes and the truck had not moved. When the technician walked down the slope to assess the damage he opened the door and found that the transmission was in Reverse.

The slope was loose clay and steep, which made it impossible to drive the truck back up the slope. A tow truck was called to the site to pull the truck up the slope. The rear of the pickup was severely damaged (bumper, tailgate and both rear quarter panels), the top strobe mount shifted and the rear view mirror popped off its mount. The tailgate popped off its mounts and could not be reattached. No airbags were deployed. The pickup was able to be driven home. Items in the bed of the pickup (buckets, wheelbarrow, etc.) were secured with a bungee strap.

PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup
Peterson Customer Email

30018627

Truck T-3019, 2016 Dodge Ram 1500, VIN 1C6RR7FG7GS [REDACTED] NC license plate [REDACTED]

DETAILS:

On 7/9/2016 A TBU technician was on a roadway project on I-85 near Henderson and had parked his truck near a work site where a subcontractor was performing erosion control. The technician got out of the truck, placed the transmission in Park, but left it running so as not to drain the battery with the strobe lights. The truck was parked on a paved surface, facing downward at a grade of approximately 2% according to project plans. He walked approximately 100' towards the operation and was talking with coworkers when he looked back towards his truck and saw that it was rolling forward. He estimated that a minute or two had passed since he had exited the truck. He attempted to run back to his truck and get in to press the brakes, but was not able to do so before the truck travelled approximately 100' and made contact with a contractor's pickup. When the technician opened the door he found that the transmission was in Neutral. The speed at impact was approximately 5 mph. No one was hurt, but both pickups sustained damage. No airbags were deployed.

PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup
Ray Complaint

**Service of Process
Transmittal**

02/01/2017

CT Log Number 530619379

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

RE: Process Served in Texas

FOR: FCA US LLC (Domestic State: DE)

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

TITLE OF ACTION: Eloisa Ray, Pltff. vs. FCA USA LLC, etc., Dft.
Name discrepancy noted.

DOCUMENT(S) SERVED: Citation, Return, First Original Petition

COURT/AGENCY: 229th Judicial District Court Duval County, TX
Case # DC1716

NATURE OF ACTION: Product Liability Litigation - Manufacturing Defect - 2014 Dodge Ram 1500

ON WHOM PROCESS WAS SERVED: C T Corporation System, Dallas, TX

DATE AND HOUR OF SERVICE: By Certified Mail on 02/01/2017 postmarked on 01/30/2017

JURISDICTION SERVED : Texas

APPEARANCE OR ANSWER DUE: By 10:00 a.m. on the Monday next following the expiration of 20 days after service

ATTORNEY(S) / SENDER(S): Kevin W. Liles
Liles White PLLC
500 N. Water St., Suite 800
Corpus Christi, TX 78401-0232
361-826-0100

ACTION ITEMS: CT has retained the current log, Retain Date: 02/02/2017, Expected Purge Date:
02/07/2017

Image SOP

SIGNED: C T Corporation System
ADDRESS: 1999 Bryan Street
Suite 900
Dallas, TX 75201
TELEPHONE: 214-932-3601



Richard M. Barton, District Clerk
229th Judicial District Court
Duval County Courthouse
P.O. Drawer 428
San Diego, Texas 78384



7013 1710 0001 0844 8216



UNITED STATES POSTAGE
PITNEY BOWES
02 1P \$ 006.77⁰
0000883578 JAN 30 2017
MAILED FROM ZIP CODE 78384

FCA USA LLC, D/B/A CHRYSLER
REG. AGT: CT CORPORATION SYSTEM
1999 BRYAN STREET, SUITE 900
DALLAS, TEXAS 75201

7520134284 0050



CIT.PS.CM
CLERK OF THE COURT
RICHARD M. BARTON
P. O. DRAWER 428
SAN DIEGO, TEXAS 78384

ATTORNEY FOR PLAINTIFF
MR. STUART R. WHITE
500 N. WATER ST., SUITE 800
CORPUS CHRISTI, TEXAS 78401

 COPY

NOTICE DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney does not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you."

THE STATE OF TEXAS

TO: FCA USA LLC D/B/A CHRYSLER, WHO MAY BE SERVED BY SERVING ITS REGISTERED AGENT, CT CORPORATION SYSTEM, AT 1999 BRYAN STREET, SUITE 900, DALLAS, TEXAS 75201-3136.

GREETINGS:

You are hereby commanded to appear by filing a written answer to the Plaintiff's First Original Petition, Jury Demand, and Requests for Initial Disclosures at or before ten o'clock a.m. of the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable 229th Judicial District Court of Duval County, Texas at the Court House of said County in San Diego, Texas.

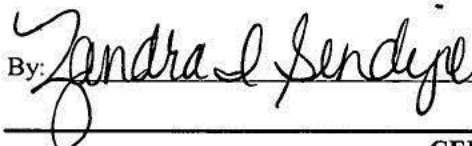
Said Petition was filed in said court on the 28th day of January, A. D., 2017 in this case, numbered **DC-17-16** on the docket of said court, and styled.


VS.

**FCA USA LLC, D/B/A CHRYSLER;
AND LOVE CHRYSLER, DODGE, JEEP, L.L.C.**

The nature of said Plaintiff's Demand is fully shown by a true and correct copy of the Plaintiff's First Original Petition, Jury Demand, and Requests for Initial Disclosures accompanying this citation and made a part hereof.

Issued and given under my hand and seal of said Court at San Diego, Texas this the 30th day of January, A. D., 2017.
Attest Mr. Richard M. Barton, Clerk District Court, Duval County, Texas

By:  Deputy.



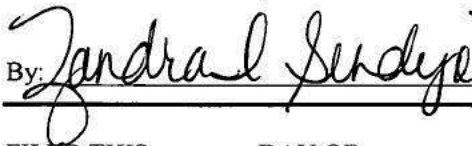
CERTIFICATE OF DELIVERY BY MAIL

I hereby certify that on the 30th day of January, 2017 at 3:00 o'clock p. m., I mailed

TO: FCA USA LLC D/B/A CHRYSLER, WHO MAY BE SERVED BY SERVING ITS REGISTERED AGENT, CT CORPORATION SYSTEM, AT 1999 BRYAN STREET, SUITE 900, DALLAS, TEXAS 75201-3136.

Defendant(s) by registered mail or certified mail with delivery restricted to addressee only, return receipt requested, a true copy of this citation with a copy of the Plaintiff's First Original Petition, Jury Demand, and Requests for Initial Disclosures attached thereto.

Attest Mr. Richard M. Barton, Clerk District Court, Duval County, Texas

By:  Deputy.



CLERK'S RETURN

FILED THIS _____ DAY OF _____ A. D. 2017.

MR. RICHARD M. BARTON, CLERK

DISTRICT COURT

DUVAL COUNTY, TEXAS

BY: _____, DEPUTY

DATE OF DEFENDANT'S SIGNATURE: _____

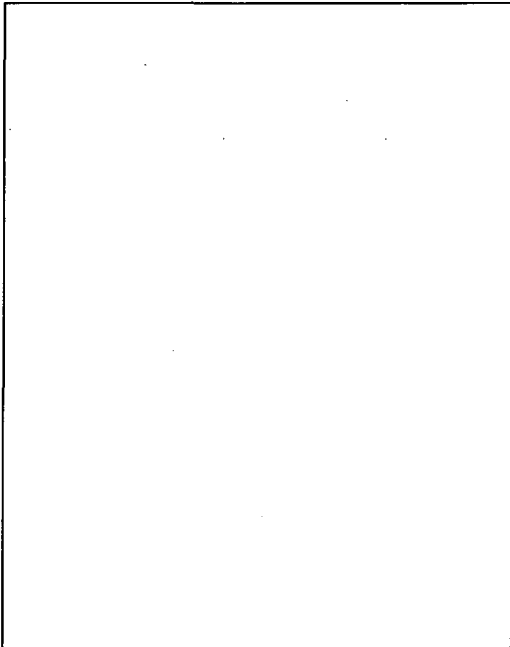
CERTIFIED MAIL NO. 7013 1710 0001 0844 8216

OFFICER'S RETURN BY MAILING

Came to hand the 30th day of January, 2017, and executed by mailing to the Defendant certified mail, return receipt requested with restricted delivery a true and correct copy of this citation together with an attached copy of the Plaintiff's First Original Petition, Jury Demand, and Requests for Initial Disclosures to the following address:

DEFENDANT:
FCA USA LLC, D/B/A CHRYSLER
REG. AGT: CT CORPORATION SYSTEM

ADDRESS:
1999 BRYAN STREET, SUITE 900
DALLAS, TEXAS 75201



Service upon the Defendant is evidenced by the return
Receipt incorporated herein and attached hereto, signed
By _____

And dated _____

*Citation was not served despite the following use of
Diligence to execute service by the officer or person
Authorized to execute this citation: _____

Citation was not executed because _____

Defendant may be found at: _____

To certify which witness my hand officially? _____

By: _____, Deputy

CAUSE NO. DC-17-16

Plaintiff

V.

FCA USA LLC, D/B/A CHRYSLER;
AND LOVE CHRYSLER, DODGE, JEEP,
L.L.C.

Defendants

IN THE DISTRICT COURT

229TH JUDICIAL DISTRICT

DUVAL COUNTY, TEXAS

**PLAINTIFF'S FIRST ORIGINAL PETITION, JURY DEMAND,
AND REQUESTS FOR INITIAL DISCLOSURES**

Plaintiff Eloisa Ray files this Original Petition, Jury Demand, and Requests for Initial Disclosures complaining of FCA USA LLC d/b/a Chrysler and Love Chrysler, Dodge, Jeep, L.L.C., and would show as follows:

I. DISCOVERY

1.1 Plaintiff pleads that this case should be assigned to Discovery Track Level 3 pursuant to Rule 190.4 of the Texas Rules of Civil Procedure.

II. PARTIES

2.1 Plaintiff Eloisa Ray is a resident of Duval County, Texas.

2.2 Defendant FCA USA LLC d/b/a Chrysler (hereinafter “CHRYSLER”) is a foreign limited liability company conducting significant business in the State of Texas and can be served by and through its registered agent – CT Corporation System at 1999 Bryan Street, Suite 900, Dallas, Texas, 75201-3136. *Citation is requested.*

2.3 Defendant Love Chrysler, Dodge, Jeep, L.L.C. (hereinafter "LOVE CHRYSLER"), is a domestic limited liability company located and conducting business

in Alice, Texas, and can be served by and through its registered agent – Daniel J. Davis at 333 Katherine Drive, Corpus Christi, Texas, 78404. *Citation is requested.*

III. VENUE

3.1 Venue is proper in Duval County, Texas pursuant to Section 15.002 of the Texas Civil Practice and Remedies Code because Webb County is where the injury-causing incident took place and therefore a substantial part of the acts and omissions giving rise to the cause of action took place – i.e., where the negligence and product defect manifested.

IV. BACKGROUND

4.1 The incident made the basis of this lawsuit occurred on or around October 20, 2016, when the Plaintiff's subject 2014 Dodge Ram 1500 rolled over her in forward gear after the electronic transmission shifter disengaged from the parking position on its own as Plaintiff was unloading items from her vehicle.

4.2 The subject 2014 Dodge Ram 1500 was designed, manufactured, assembled and marketed by Defendant CHRYSLER.

4.3 The subject 2014 Dodge Ram 1500 was sold, marketed, warranted and expressly represented by LOVE CHRYSLER.

4.4 The subject 2014 Dodge Ram 1500 was equipped with a defective electronic transmission shifter designed by CHRYSLER.

4.5 Furthermore, LOVE CHRYSLER, by and through its employees, had actual knowledge of the defective condition of the 2014 Dodge Ram 1500 at the time it was sold. Specifically, LOVE CHRYSLER had knowledge of the defectively designed and manufactured electronic transmission shifter.

4.6 LOVE CHRYSLER had knowledge about the Dodge Ram gear shifter defect through recall notices and deal information provide to it by CHRYSLER.

4.7 This defect caused [REDACTED] injuries.

4.8 Dodge Rams of the year model of the subject Dodge Ram were subject of a nationwide recall of Dodge Rams.

4.9 In addition, the National Highway Transportation Safety Administration has expanded its defect investigation into various other Chrysler model vehicles—

WASHINGTON -- The National Highway Transportation Safety Administration (NHTSA) has launched a “preliminary evaluation” of approximately 1 million Ram pickups and Dodge Durango SUVs following 43 complaints alleging roll-aways when the vehicles are in the parked position.

4.10 Reports indicate that the unintended motion occurred after the driver moved the transmission gear selector to park and exited the vehicle.

V. CAUSES OF ACTION AGAINST DEFENDANT CHRYSLER

A. STRICT PRODUCT LIABILITY – DESIGN, MANUFACTURING, AND MARKETING DEFECTS

5.1 The 2014 Dodge Ram 1500 in question was originally was designed, marketed, manufactured, sold and/or placed into the stream of commerce by Defendant CHRYSLER.

5.2 At the time of the sale of the vehicle in question, Defendant CHRYSLER was in the business of designing, marketing, manufacturing, and selling vehicles such as the 2014 Dodge Ram 1500 in question, as well as similar other vehicles.

5.3 The subject vehicle that caused the injuries to Eloisa Ray was defectively designed, manufactured, and marketed by CHRYSLER and unreasonably dangerous, defective, and otherwise unsafe for its intended purpose at the time it left the control of CHRYSLER and at the time it was sold.

5.4 Such defects were a producing and proximate cause of the incident made the basis of this suit, the injuries and damages sustained by Eloisa Ray.

5.5 Aside from normal wear and tear, the subject vehicle was in the same defective condition at the time of the incident as it was when it left the hands of CHRYSLER.

5.6 The vehicle was expected to, and in fact did, reach the user or consumer without substantial change in the condition in which it was sold.

5.7 Technologically and economically feasible safer alternative designs existed that would have prevented or significantly reduced the risk of injury without substantially impairing the utility of the product. These safer alternative designs were economically and technologically feasible by the application of existing or reasonably achievable scientific knowledge.

5.8 Defects were present in the marketing of the vehicle at the time it left possession of Defendant CHRYSLER that were a producing cause of the occurrence, injuries and/or Plaintiff's damages.

5.9 CHRYSLER failed to give adequate warnings of the dangers that were known, or by the application of reasonably developed human skill and foresight, should have been known or failed to give adequate instructions to avoid such dangers, which failure rendered the subject vehicle unreasonably dangerous as marketed.

5.10 CHRYSLER failed to give warnings and instructions in a form that could reasonably be expected to catch the attention of a reasonably prudent person in the circumstances of the user of the subject vehicle.

B. NEGLIGENCE – NEGLIGENT DESIGN AND NEGLIGENT FAILURE TO WARN

5.11 Defendant CHRYSLER committed unreasonable acts of omission and commission, which collectively and severally, constituted negligence. Such negligence was a proximate cause of the incident, and of the Plaintiff's injuries and damages.

5.12 Such negligent failures include, but are not limited to, the negligent design of the vehicle and negligent failure to warn of dangerous propensities, including potential electronic transmission shifter failure, that through the exercise of reasonable care could and should have been designed out and warned about.

VI. CAUSES OF ACTION AGAINST LOVE CHRYSLER

A. NEGLIGENCE

6.1 Defendant LOVE CHRYSLER committed acts of omission and commission, which collectively and severally constituted negligence, negligent misrepresentation, and, as a seller, Defendant LOVE CHRYSLER is responsible under strict products liability.

6.2 Plaintiff specifically pleads the doctrine of *respondeat superior*. Pursuant to the doctrine of *respondeat superior*, LOVE CHRYSLER is responsible for the negligent actions of their employees.

6.3 LOVE CHRYSLER committed acts of omission and commission, which collectively and severally constituted negligence, which was the proximate cause of the occurrence in question and of the Plaintiff's injuries and damages.

6.4 LOVE CHRYSLER and its employees had direct, personal knowledge that there was a defect in the electronic transmission shifter in the subject vehicle, and the Plaintiff's harm resulted from the defect.

6.5 As such, LOVE CHRYSLER is responsible for the harm to Eloisa Ray under Texas Civil Practice and Remedies Code § 82.003(6).

VII. INADEQUATE STANDARDS

7.1 Applicable mandatory safety standards, if any, were inadequate to protect the public from unreasonable risks of injury or damage and Defendants have withheld

or misrepresented information or material relevant to the government's or agency's determination of adequacy of the safety standards or regulations at issue in this action.

VIII. COMPENSATORY DAMAGES

8.1 As a producing, direct and proximate result of the incident, injuries, and damages for which all defendants are liable, Plaintiff seeks and is entitled to general, special, economic and noneconomic damages, as applicable to Plaintiff, in an amount in excess of the minimum jurisdictional limits of the Court, as determined to be just and fair by the jury. Such damages include, but are not necessarily limited to:

a. Personal Injury Damages

1. physical pain and mental anguish in the past and future;
2. loss of earning capacity in the past and future;
3. loss of wages and earnings in the past and future;
4. disfigurement in the past and future;
5. physical impairment in the past and future;
6. medical care in the past and future;
7. all other damages allowed by law and equity.

The damages sought are greatly in excess of the minimum jurisdictional limits of the court. Plaintiff seeks in excess of \$1,000,000.00.

IX. PRE-JUDGMENT AND POST-JUDGMENT INTEREST

9.1 Plaintiff seeks pre-judgment and post-judgment interest as allowed by law.

X. JURY DEMAND

10.1 Plaintiff requests a trial by jury and has tendered the appropriate fee.

XI. NOTICE THAT DOCUMENTS WILL BE PRODUCED

11.1 Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, Plaintiff gives notice that all documents produced by the Defendants will be used at any pretrial proceeding or at the trial of this case.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that this cause be set for trial before a jury, and that Plaintiff recover judgment of and from Defendants for actual damages in such amount as the evidence may show and the jury may determine to be proper, together with prejudgment interest, post-judgment interest, reasonable attorneys' fees, costs of court, and such other and further relief to which he may show herself to be justly entitled.

Respectfully submitted,

LILES WHITE PLLC
500 N. Water St., Suite 800
Corpus Christi, Texas 78401-0232
Phone: 361.826.0100
Fax: 361.826.0101

By: _____


Kevin W. Liles
State Bar No. 00798329
kevin@lileswhite.com
Stuart R. White
State Bar No. 24075268
swhite@lileswhite.com
Alexander J. Tiffany
State Bar No. 24060727
atiffany@lileswhite.com

ATTORNEYS FOR PLAINTIFF

A True copy of the original, I certify
the 30th day of January, 2017
R. Barton
Clerk of the District Court,
Duval County, Texas
By Jandria S. Sandoz, Deputy

PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup
Ring Claim Letter

ROBERT M. SILVERMAN¹
CRAIG THOR KIMMEL²

¹ Member, PA Bar
² Member, NJ Bar
³ Member, DE Bar
⁴ Member, NY Bar
⁵ Member, MA Bar
⁶ Member, MD Bar
⁷ Member, OH Bar
⁸ Member, MI Bar
⁹ Member, NH Bar
¹⁰ Member, CT Bar
¹¹ Member, TN Bar
¹² Member, WY Bar
¹³ Member, DC Bar
¹⁴ Member, CA Bar
¹⁵ Member, FL Bar
¹⁶ Certified by the New Jersey
Supreme Court as a Civil Trial
Attorney



KIMMEL & SILVERMAN

P.C.

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 20, 2014

Chrysler Group LLC – Via FedEx

Keith Rose, Esquire – Via Email mail@theroselawfirm.com

RE: **Pre-Lit Program**
ROBERT RING V CHRYSLER GROUP LLC
Vehicle Type: 2013 DODGE RAM
VIN: 1C6RR7GT2DS [REDACTED]

RECEIVED

NOV 25 2014

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

To Whom It May Concern:

As you know, this office represents the above-captioned individual for problems encountered with their 2013 Dodge Ram. I am attaching the client's sales and service documents for your review. As you can see, my client 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

Chrysler Group LLC
Office of the General Counsel

NOV 24 2014
By HF FedEx
Mail/Reg. Agent/
Sec. of State/Proc. Server

Gary Miller Chrysler Dodge Jeep Ram, Inc.

VEHICLE INVOICE

CHRYSLER

DODGE

5746 PEACH STREET

INVOICE NO. 41919

Jeep

RAM

CARS ERIE, PENNSYLVANIA 16509 TRUCKS

TELEPHONE 814-868-3635

STOCK NO. R1167

SOLD TO

S.S. NO.

DATE 07/08/2013

DELIVERY DATE 07/08/2013

STREET

S.S. NO.

SALESMAN EDWARD A NORVAISA

RES. PHONE (814) 566-5700

CITY ERIE PA

BUS. PHONE (814) 460-2700

PLEASE ENTER MY ORDER FOR THE FOLLOWING:

☒ NEW ☐ USED ☐ DEMO ☐ CAR ☒ TRUCK PRIOR USE:

SOURCE E-MAIL ADDRESS ROB52779@GM

NEW OR USED	YEAR	MAKE	SERIES	BODY TYPE	CYLS.	COLOR	TRIM	MILEAGE
NEW	2013	RAM	RAM	RAM 1500	8	COPPERHEA		9
TRADE IN	2005	FORD	F-150	TK	8	GRAY	FX4	82712

NEW OR USED												TRADE-IN											
VIN												VIN											
1	C	6	R	R	7	G	T	2	D	S		1	F	T	P	W	1	4	5	4	5	F	

ESTIMATED CASH VALUE	APPRaised BY	MSRP / Retail Selling Price	Dealer Installed Accessories	SALE PRICE + ACCESSORIES	Rebate	Selling Price of Vehicle	Less Used Car Trade Allowance	Price of Vehicle	Extended Warranty	Subtotal	Sales Tax	Federal Luxury Tax	PTA Tax (\$1 per tire)	Registration	Title	Encumbrance	Doc Fee	On-line Registration Fee (if used)	On-line Dealer Fee (if used)	Messenger Fee (if used)	Notary Fee	CASH BALANCE DUE	Deposit	Cash on Delivery	Balance Due on Trade-in	To:	Amount to be Financed	Name of Finance Co.	Credit Life/A&H	APR %	MONEY FACTOR	Finance Charge	Monthly Payment	Term	Total of Payments
		42225.00		39985.00	7000.00	32985.00	7100.00	25885.00	N/A	25885.00	N/A	N/A	5.00	6.00	22.50	5.00	131.00	14.55	N/A	N/A	595.00	26664.05	500.00	N/A	N/A		26480.00	V.A.U.L. TRUST	DLR ADV	25560.74	12.15	9564.84	324.26	36	11673.36

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provision in the contract of sales.

WARRANTY INFORMATION [Check Appropriate Block(s)]

☒ **DISCLAIMER OF WARRANTIES**

I UNDERSTAND THAT YOU (THE DEALER) EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THAT YOU NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR YOU ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE, EXCEPT AS OTHERWISE PROVIDED IN WRITING BY YOU IN AN ATTACHMENT TO THIS CONTRACT OR IN A DOCUMENT DELIVERED TO ME WHEN THE VEHICLE IS DELIVERED.

☐ **USED CAR WARRANTY - USED CAR IS COVERED BY A LIMITED WARRANTY DETAILED IN A SEPARATE DOCUMENT.**

☐ **AS IS - THIS MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECT THAT OCCURS IN THE VEHICLE.**

PURCHASER'S SIGNATURE: [Signature] CO-PURCHASER'S SIGNATURE: [Signature]

IF I CANCEL THIS PURCHASE AGREEMENT OR REFUSE TO TAKE DELIVERY OF THE VEHICLE ORDERED, EXCEPT AS PERMITTED BY LAW, I SHALL, AT YOUR OPTION, FORFEIT AS LIQUIDATED DAMAGES THE AMOUNT OF \$ [Amount]

PURCHASER'S SIGNATURE: [Signature] CO-PURCHASER'S SIGNATURE: [Signature]

THE ABOVE DESCRIBED TRADE-IN VEHICLE MAY BE REAPPRAISED IF:

- It has suffered damage or serious mechanical deterioration since the date of the original valuation and prior to its delivery to the dealer.
- If parts or accessories or both, including tires have been removed or replaced with parts and accessories of inferior quality.

Either the Dealer or the Purchaser may cancel this contract if the manufacturer fails to deliver the new motor vehicle within the time specified, or if no time period is specified, within 8 weeks after the date of this contract.

This contract is not binding upon either the dealer or the purchaser until signed by an authorized dealer representative. I, THE PURCHASER, 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 THE DEALER. I/We have read and agree to the additional terms and conditions on the back of this contract. I certify that I am 18 years of age or older and acknowledge receipt of a copy of this contract.

Signature of Purchaser: [Signature] Date: 07/08/13

Signature of Purchaser: [Signature] Date: 07/08/13

Authorized Dealer Signature: [Signature] Date: 07/08/13

A dealer representative has reviewed, and I have received a copy of, the "Truth in Lending" disclosures listed immediately above.

X [Signature]

Reynolds and Reynolds Company
H060379 Q (7/11)

Lessee (and Co-Lessee) ("You")	Lessor	
Name and address, including county [REDACTED] [REDACTED] [REDACTED] [REDACTED]	Garaging address (if different) N/A	GARY MILLER CHRYSLER JEEP INC. 5746 PEACH ST ERIE PA 16509
	Principal driver (if business use) N/A	

This is an agreement to lease a vehicle. This is not a purchase agreement. You are not buying the vehicle. By signing this lease, you agree to everything on the front and back.

"We," "us," and "our" refer to Lessor named above and any assignee. An "assignee" is a person to whom this lease is assigned (if it is assigned).

- ☒ If this box is checked, Lessor will assign this lease and sell the vehicle to ALLY FINANCIAL (Assignee).
☐ If this box is checked, Lessor intends not to assign this lease.

Monthly Payment Lease. If your payment schedule shows monthly scheduled payments (Section 2(a)), your lease is a monthly payment lease.

Single Payment Lease. If your payment schedule shows a single scheduled payment (Section 2(b)), your lease is a single payment lease.

The Vehicle You Are Leasing

New/Used	Year	Make & Model	Body Style	Vehicle ID #	Mileage	Primary Use: Personal, unless otherwise indicated below
NEW	2013	RAM RAM	RAM 150	1C6RR7GT2DS	9	☐ Commercial, Business, or Agricultural ☐ Public Conveyance
Dealer Installed Options <u>MOPAR BED LINER AND SLUSH MATS</u>				GVW (if truck) ☐		

Federal Consumer Leasing Act Disclosures

1. Amount Due at Lease Signing or Delivery (Itemized Below)* \$ <u>14608.31</u>	2(a). Monthly Scheduled Payments Your first monthly payment of \$ <u>324.26</u> is due on <u>07/08/2013</u> followed by <u>35</u> payments of \$ <u>324.26</u> due on the <u>8th</u> of each month. The total of your monthly payments is \$ <u>11673.36</u> 2(b). Single Scheduled Payment Your single payment of \$ <u>N/A</u> is due on <u>N/A</u> . This is the total of your scheduled payments.	3. Other Charges (not part of your scheduled payment) Disposition fee (if you do not purchase the vehicle and we do not waive the fee under Section 13) \$ <u>N/A</u> \$ <u>N/A</u> Total \$ <u>N/A</u>	4. Total of Payments (The amount you will have paid by the end of the lease.) Total \$ <u>25957.41</u>
--	--	---	---

* Itemization of Amount Due at Lease Signing or Delivery

5. Amount Due at Lease Signing or Delivery: a. Capitalized cost reduction \$ <u>14100.00</u> b. First monthly payment \$ <u>324.26</u> c. Single scheduled payment \$ <u>N/A</u> d. Refundable security deposit \$ <u>0.00</u> e. Title fees \$ <u>22.50</u> f. Registration fees \$ <u>24.55</u> g. Sales/use tax \$ <u>N/A</u> h. <u>DOC FEE</u> \$ <u>131.00</u> i. <u>TRANS FEE</u> \$ <u>6.00</u> j. <u>N/A</u> \$ <u>N/A</u> k. Total \$ <u>14608.31</u>	6. How the Amount Due at Lease Signing or Delivery will be paid: a. Net trade-in allowance \$ <u>7100.00</u> b. Rebates and noncash credits \$ <u>7008.31</u> c. Amount to be paid in cash \$ <u>500.00</u> d. Total \$ <u>14608.31</u>
--	--

7. Your scheduled payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the vehicle (\$ <u>39475.00</u>) and any items you pay for over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance)	\$ <u>40500.00</u>
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	- \$ <u>14100.00</u>
c. Adjusted capitalized cost. The amount used in calculating your base scheduled payment	= \$ <u>26400.00</u>
d. Residual value. The value of the vehicle at the end of the lease used in calculating your base scheduled payment	- \$ <u>25335.00</u>
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	= \$ <u>1145.00</u>
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts	+ \$ <u>9564.64</u>
g. Total of base scheduled payment(s). The depreciation and any amortized amounts plus the rent charge	= \$ <u>10709.64</u>
h. Lease payments. The number of payments in your lease	+ <u>36</u>
i. Base scheduled payment	= \$ <u>297.49</u>
j. Sales/use tax (estimated)	+ \$ <u>26.77</u>
k. <u>N/A</u>	+ \$ <u>N/A</u>
l. Total scheduled payment	= \$ <u>324.26</u>

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.

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.

8. **Excessive Wear and Use.** You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 12000 miles per year at the rate of \$ 0.10 per mile.
9. **Purchase Option at End of Lease Term.** You have an option to buy the vehicle at the end of the lease term for \$ 25335.00 plus official fees and taxes.
10. **Other Important Terms.** See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, and insurance.

11. Itemization of Gross Capitalized Cost.

a. Agreed upon value of the vehicle \$ 39475.00
b. Ally administrative fee + \$ 595.00
c. License/registration/title fees + \$ N/A
d. Sales tax + \$ N/A
e. Other tax (describe) N/A + \$ N/A
f. Optional service contract + \$ N/A
g. Optional maintenance contract + \$ N/A
h. Optional life insurance + \$ N/A
i. Optional disability insurance + \$ N/A
j. DEDLINER AND 5 MATS + \$ 510.00
k. N/A + \$ N/A
l. Gross Capitalized Cost = \$ 40580.00

12. Official Fees and Taxes. You will pay all government license, title, registration, testing, and inspection fees for the vehicle. You will pay all taxes on the lease, payments due under the lease, or the vehicle that the government levies on you, the vehicle, or us (except our net income taxes). We may change your monthly payment if taxes change. We may bill you separately for official fees and taxes.

Estimated Total Official Fees and Taxes You Must Pay During Lease. \$ 1015.77

The actual total of official fees and taxes may be higher or lower depending on tax rates in effect or the vehicle value when a fee or tax is assessed.

13. Disposition Fee Waiver. We will waive any Disposition Fee shown in Section 3 if, at the time this lease ends, you enter into a motor vehicle lease or installment sale contract that the dealer assigns to Ally.

14. Lease Term: 36 months.

15. Total Allowed Mileage. The total mileage allowed on the odometer at lease end is 36000 miles.

Extra Miles. The total allowed mileage includes N/A extra miles that you are buying at \$ 0.10 per mile. If this lease ends on or after the start of the next-to-last monthly period, we will give you a credit for each unused extra mile you bought. **There will be no credit if the lease ends earlier, you buy the vehicle, or the vehicle is a total loss.**

18. Optional Insurance, Service Contracts, and Maintenance Agreements. We do not require any of the insurance, products, or services listed in this section. Your decision to buy them or not buy them is not a factor in our decision to approve this lease. We will try to get any optional insurance coverage(s) that you initial below. A notice you receive when you sign this lease describes the coverage(s) in greater detail. Life insurance and disability insurance may not cover taxes and other amounts due besides the base monthly payment.

Optional Insurance	Coverage	Charge or Premium	Provider	By initialing below, you indicate you want the insurance
Life Insurance (Monthly Payment Lease Only)	____ Lessee ____ Co-Lessee Coverage is for lease term Coverage limit \$ _____	\$/A	N/A N/A	Lessee/Co-Lessee initials ____/____
Disability Insurance (Monthly Payment Lease Only)	Lessee Coverage is for lease term Monthly Coverage limit \$ _____	\$/A	N/A N/A	Lessee/Co-Lessee initials ____/____
N/A	____ Months ____ Miles Coverage limit \$ _____	\$/A	N/A N/A	Lessee/Co-Lessee initials ____/____

Other Optional Product or Service	Term
<u>DEDLINER AND 5 MATS</u>	____ Months, ____ N/A Miles
N/A	____ Months, ____ N/A Miles

Signatures

16. Required Vehicle Insurance Information. You affirm that liability and physical damage policies that meet our requirements (see the other side) are in force on the date of this lease as follows:

Insurance company name: ERIE INS EXCH
Insurance agency name: HISTORIC SQUARE INS
Agency address: 3731 W 26TH ST ERIE PA 16506
Agency phone no.: (814) 835-3743
Agent's name: _____
Policy no.: 002-16-30575
Deductibles: Collision \$ 1000.00 Comprehensive \$ 1000.00

INSURANCE NOTICE. Our liability insurance or self-insurance providing coverage or liability protection for third party liability claims arising out of the operation of the vehicle will not be primary. Liability insurance that you obtain will be primary.

17. WARRANTY AND EXCLUSION OF WARRANTY. You have the benefit of the standard manufacturer's warranty unless this box is checked. ☐

☐ If this box is checked, you have the benefit of the following warranty:

N/A

Warranty papers that are separate from this lease state any coverage limits. The law gives you a warranty that the vehicle conforms to the description in this lease. **THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE.**

The following exclusion and limitation of implied warranties does not apply if (1) you signed this lease in Kansas and you are an individual; or (2) you signed this lease in Maine and this lease is primarily for personal, family, or household purposes: **Unless Lessor makes a written warranty or enters into a service contract within 90 days from the date of this lease, LESSOR MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY, AND THERE IS NO IMPLIED WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE.** If Lessor makes a written warranty or enters into a service contract within 90 days from the date of this lease, then any implied warranty of merchantability and any warranty that the vehicle is fit for a particular purpose are limited in duration to the longer of the term of the written warranty or the term of the service contract.

	Coverage limit \$	\$/A	N/A N/A	
Disability Insurance (Monthly Payment Lease Only)	Lessee Coverage is for lease term			Lessee/Co-Lessee initials
	Monthly Coverage limit \$	\$/A	N/A N/A	
	Months	Miles		Lessee/Co-Lessee initials
N/A	Coverage limit \$	\$/A	N/A N/A	

Other Optional Product or Service	Term
DECLINER AND 8 MATS	Months, N/A Miles
N/A	Months, N/A Miles

Signatures

THIS IS THE ENTIRE AGREEMENT. This lease, including the front and back of this form, contains the entire agreement between you and us relating to the lease of the vehicle. Any change to this lease must be in writing, and we must sign it. No oral changes are binding.

LESSEE: X [Signature] BY: X [Signature] CO-LESSEE: X [Signature]

We may delay or refrain from enforcing any of our rights under this lease without losing them.

NOTICE TO CONSUMER. 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. 2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.

YOU AGREE TO THE TERMS OF THIS LEASE. YOU CONFIRM THAT BEFORE YOU SIGNED THIS LEASE, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT.

YOU CONFIRM THAT YOU SIGNED THIS AGREEMENT AND RECEIVED A COPY AT ERTF PA ON 07 08 2013
(city) (state) (month) (day) (year)

LESSEE: X [Signature] BY: X [Signature] CO-LESSEE: X [Signature]

Lessor agrees to the following: (1) Lessor accepts this lease. (2) If a party is identified in this lease as the intended assignee ("Intended Assignee"), Lessor (i) assigns all right, title, and interest in this lease to the Intended Assignee, under the terms of the Lease Plan Dealer Agreement in effect from time to time with the assignee (the "Dealer Agreement"), and (ii) assigns all right, title, and interest in the leased vehicle to the Intended Assignee, or its designee, under the terms of the Dealer Agreement. Lessor acknowledges that neither the Dealer Agreement nor this assignment renders Lessor an agent of the assignee.

LESSOR: GARY MILLER CHRYSLER JEEP INC. BY: X [Signature] TITLE: BUS MGR DATE: 07/08/2013

SEE OTHER SIDE FOR OTHER IMPORTANT AGREEMENTS INCLUDING A PROHIBITION OF TRANSFER OF YOUR INTEREST

Authorization For Automatic Electronic Payments - Optional - Monthly Payment Lease Only

You have the option to ask that your monthly payments be transferred to us automatically and electronically from your checking or savings account when each monthly payment is due. We do not charge for this optional service. If you elect this optional service, we will send you a confirmation letter that will tell you the due date of the first payment that will be withdrawn. If a due date falls on a weekend or holiday, funds will be withdrawn on the next business day. If the amount to be transferred will vary from the previous transfer, we will reflect the amount to be transferred on your statement.

To elect this optional service, please complete the authorization below.

Authorization

Name of your financial institution ("Bank"): N/A

ABA routing number: N/A

Bank account number: N/A

☐ Checking account ☐ Savings account - Please contact your financial institution for assistance

Name(s) on account: N/A

You authorize and request us (lessor, any assignee, and any servicer) to initiate electronic debit entries or use any other commercially reasonable accepted practice to charge your Bank account identified above. You authorize and request Bank to honor debit entries we initiate and debit these charges to your account. This authorization relates to your monthly lease payment. This authorization will remain in effect until all amounts related to the lease are paid in full, or until you cancel this authorization. To cancel, you must call us at 1-888-925-2559 at least three business days before the next payment due date. This is the only way you may cancel this authorization.

Lessee: X [Signature]

Anyone else whose signature is required to withdraw funds from the Bank account: X [Signature]

AF-671-MULTISTATE-3 8/12 IA, KS, ME, PA, RI, SC

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Lease Agreement 10

Ally Financial - Original

Customer - Blue

Dealer - Yellow

Filing - Green

COMPASSIONATE CARE REGISTRATION CREDENTIAL

EXPIRY: FEB 28 2015

VALID: 03/03/14

PLATE: [REDACTED]
TITLE: 7227947501 VA

REG. GROSS WT: 06800

VIN: 1C6RR76T2DS [REDACTED]

UNLADEN WEIGHT: 05207

YR/MAKE: 2013 DODGE

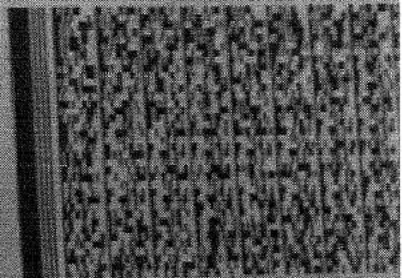
CLASS: 02

TYPE: TK

WIO: 14062 2405 031635-001

EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: ERIE

[REDACTED]
ERIE PA [REDACTED]



5746 Peach Street • ERIE, PA 16509
Telephone (814) 868-3635



CUSTOMER NO.	47859	ADVISOR CHRISTOPHER FISHER	27128	TAG NO. 258	INVOICE DATE 01/31/14	INVOICE NO. CHCS140151
		LABOR RATE	LICENSE NO.	MILEAGE 4,318	COLOR COPPERHEAD/	STOCK NO. R1167
		YEAR / MAKE / MODEL 13 / RAM / RAM TRUCK / RAM 1500			DELIVERY DATE 07/08/13	DELIVERY MILES 9
		VEHICLE I.D. NO. 1 C 6 R R 7 G T 2 D S			SELLING DEALER NO. 66340	PRODUCTION DATE
		F.T.E. NO.	P.O. NO.	R.O. DATE 01/31/14		
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS E# 5.7L V8 HEMI MD				MO: 4320

LABOR				
J# 1 10CHZ	LUBE OIL FILTER	TECH(S):30536	INTERNAL	
	LUBRICATE CHASSIS, CHANGE OIL AND FILTER COMPLETED			
J# 2 08CHZ	ELECT & INSTRUMENT	TECH(S):30536	WARRANTY	
	CUST STATES ALL STATIONS WIPED OUT COULD CHANGE TO ANY STATION, RADIO SHUTS OFF SCANNED SYSTEM & FOUND RAPID RESPONSE 13-071 PERFORMED RADIO SOFTWARE UPDATE			
J# 3 18CHZ	DRIVABILITY	TECH(S):30536	WARRANTY	
	VEHICLE SHUT OFF WHILE DRIVING, DASH STATES "SERVICE SHIFTER" SCANNED SYSTEM & FOUND STORED CODE P0928-00-TESTED SYSTEM CHECKED FOR TSB'S & STAR CASES-NONE APPLY, ROAD TESTED VEHICLE UNABLE TO DUPLICATE CONCERN AT THIS TIME			
TOTAL - LABOR			0.00	
PARTS	QTY	FP-NUMBER	DESCRIPTION	
JOB # 1	1	4884899-AB	FILTER EN 9057006	
JOB # 1	7	68055890-AA	OIL 5W20 1081090	
TOTAL - PARTS			0.00	
MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # 1	I	INTERNAL DISCOUNT		
TOTAL - MISC			0.00	

COMMENTS-----
DELETED OPERATION(S)-----
08CHZ2 ELECT & INSTR #2

TOTALS-----

INITIALING IS RECEIPT & ACKNOWLEDGEMENT THAT I HAVE RECEIVED
A COPY OF THE EMISSIONS TEST. INITIALS :

THANK YOU FOR YOUR PATRONAGE BRIAN SHELLEY SERVICE MANAGER

REPAIR WARRANTY

MOPAR 12MONTHS OR 12,000 MILES WHICHEVER COMES FIRST

ALL OTHERS 3 MONTHS OR 3,000 MILES WHICHEVER COMES FIRST

CASH () CHK () VISA () M/CARD () AMERX () DISC ()

REC'D BY

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

THE UNDERSIGNED HAS READ AND AGREES TO THE TERMS OF THE SALE
THE UNDERSIGNED HAS RECEIVED ALL COPIES RELATED TO BUT NOT
LIMITED TO EMISSION TESTING & SAFETY INSPECTIONS

CUSTOMER SIGNATURE

LIMITED WARRANTY:

This dealership warrants all new parts from the original equipment manufacturer and labor performed in conjunction with this repair for twelve (12) months or twelve thousand (12,000) miles, whichever comes first. If any factory part or labor fails in normal service within that period, the dealership will replace the defective parts and/or repair any defect in workmanship. Any warranty on parts or accessories which are not new original equipment, manufactured parts are made solely by the manufacturer or supplier of said parts. Except for any limited warranty given herein, this dealership disclaims all warranties, 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 said parts and accessories. This dealership shall not be liable for any incidental or consequential damages or commercial losses arising out of such purchase.

TOTAL INVOICE \$	0.00
-------------------------	-------------

Thank You'

MILLER

CHRYSLER DODGE JEEP RAM, INC.

5746 Peach Street • ERIE, PA 16509 • (814) 868-3635



DODGE

Jeep



RAM



CUSTOMER NO. 47859	ADVISOR CHRISTOPHER	49680	TAG NO. D065	INVOICE DATE 05/14/14	INVOICE NO. CHCS144328
[REDACTED] ERIE, PA [REDACTED] [REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 6,832	COLOR COPPERHEAD/	STOCK NO. R1167
	YEAR / MAKE / MODEL 13/RAM/RAM TRUCK/RAM 1500			DELIVERY DATE 07/08/13	DELIVERY MILES 9
	VEHICLE I.D. NO. 1 C 6 R R 7 G T 2 D S			SELLING DEALER NO. 66340	PRODUCTION DATE
P.T.E. NO.			P.O.	R.O. DATE 05/14/14	
COMMENTS E# 5.7L V8 HEMI MD					MO: 6841

LABOR	TECH(S)	INTERNAL
J# 1 08CHZ ELECT & INSTRUMENT CUSTOMER STATES THAT RADIO GOES OUT AT TIMES SCREEN GOES BLANK. TEST DROVE THE VEHICLE TO VERIFY THE COMPLAINT AND DID NOT VERIFY THE COMPLAINT. CHECKED FOR CODES IN THE SYSTEM FOUND NONE. CHECKED FOR SOFTWARE UPDATES AND FOUND NONE CHECKED FOR TECHNICAL SERVICE BULLITENS AND FOUND NONE AT THIS TIME. NO CORRECTIVE ACTION TAKEN AT THIS TIME. COULD NOT VERIFY THE COMPLAINT AT THIS TIME.	9770	INTERNAL
J# 2 21CHZ TRANSMISSION CUSTOMER STATES THAT AT TIMES "SERVICE SHIFTER" COMES UP ON DASH & WILL PUT INTO PARK BUT SHOWS REV THE TECH. TEST DROVE THE VEHICLE FOR A TOTAL OF NINE MILE AND COULD NOT DUPLICATE THE CONCERN AT THIS TIME. PERFORMED DIAGNOSTIC TESTING AND FOUND NO CODES STORED OR ACTIVE. CHECKED FOR SOFTWARE UPDATES AND FOUND NONE. CHECKED FOR TECHNICAL SERVICE BULLITENS AND FOUND NONE. NO CORRECTIVE ACTION TAKEN AT THIS TIME. COULD NOT VERIFY THE COMPLAINT AT THIS TIME.	9770	INTERNAL
J# 3 10CHZ LUBE OIL FILTER LUBRICATE CHASSIS, CHANGE OIL AND FILTER RECOMMENDED MAINTENANCE DUE TO TIME OR MILEAGE SERVICE COMPLETED	9770	INTERNAL
J# 4 30CHZ PA. STATE INSPECTION CUSTOMER STATES PERFORM PA. STATE INSPECTION TIRES 9/32 ALL BRAKES FRT 12B REAR 11B PA STATE INSPECTION - PASSED	9770	54.00
J# 5 25CHCS EMISSION ERIE COUNTY EMISSION TEST STATE REQUIRED EMISSION TEST PERFORMED EMISSION TEST	9770	36.00

LIMITED WARRANTY:
This dealership warranties all new parts from the original equipment manufacturer and labor performed in conjunction with this repair for twelve (12) months or twelve thousand (12,000) miles, whichever comes first. If any factory part or labor fails in normal service within that period, the dealership will replace the defective parts and/or repair any defect in workmanship. Any warranty on parts or accessories which are not new original equipment manufactured parts are made solely by the manufacturer or supplier of said parts. Except for any limited warranty given herein, this dealership disclaims all warranties, 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 said parts and accessories. This dealership shall not be liable for any incidental or consequential damages or commercial losses arising out of such purchase.

05/14/14 mm MC

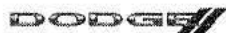
PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	INTERNAL
JOB # 3	1		4884899-AB	FILTER EN 09057006		INTERNAL
JOB # 3	7		68055890-AA	OIL 5W20 01081090		INTERNAL
TOTAL - PARTS						0.00
MISC	CODE		DESCRIPTION	CONTROL NO		INTERNAL
JOB # 3	1		INTERNAL DISCOUNT			-36.05
JOB # 4	1		SERVICE SPECIAL			2.00
JOB # 4	8		PA. INSPECTION STICKER			-19.95
JOB # 4	1		SERVICE SPECIAL			1.47
JOB # 5	35		MCI CHARGE			-7.52
JOB # 5	1		SERVICE SPECIAL			-60.05
TOTAL - MISC						-60.05

Thank You!

GARY MILLER

CHRYSLER DODGE JEEP RAM, INC.

5746 Peach Street • ERIE, PA 16509 • (814) 868-3635



RAM



CUSTOMER NO. 47859	ADVISOR CHRISTOPHER KREPPS	49680	TAG NO. H815	INVOICE DATE 10/23/14	INVOICE NO. CHCS151246
SARAH & ROBERT RING 4325 FARGO ST ERIE, PA 16510 ROB52779@GMAIL.COM	LABOR RATE	LICENSE NO.	MILEAGE 13,648	COLOR COPPERHEAD/	STOCK NO. R1167
	YEAR / MAKE / MODEL 13/RAM/RAM TRUCK/RAM 1500			DELIVERY DATE 07/08/13	DELIVERY MILES 9
	VEHICLE I.D. NO. 1 C 6 R R 7 G T 2 D S 7 0 3 8 5 1			SELLING DEALER NO. 66340	PRODUCTION DATE
	F.T.E. NO.			P.O. NO.	R.O. DATE 10/20/14
814-566-5700	814-460-2700	COMMENTS E# 5.7L V8 HEMI MD		MO: 13648	

LABOR			
J# 1 21CHZ	TRANSMISSION	TECH(S): 40129	WARRANTY
CUSTOMER STATES THAT AT TIMES "SERVICE SHIFTER" COMES UP ON DASH & WILL PUT INTO PARK BUT SHOWS REV PERFORMED DIAGNOSTIC TEST. CODES IN THE SYSTEM WERE P0607 AND 00928 CHECKED AND FOUND SERVICE BULLITEN 08-072-14 REMOVED AND REPLACED THE ELECTRONIC SHIFTER			
J# 2 08CHZ	ELECT & INSTRUMENT	TECH(S): 40129	WARRANTY
CUSTOMER STATES THAT RADIO GOES OUT & RESETS ITSELF COMPLETED SOFTWARE UPDATE			
J# 3+10CHZ	LUBE OIL FILTER	TECH(S): 40129	INTERVAL
Added Operation (CHRISK @ 10/20/2014 08:10) LUBRICATE CHASSIS, CHANGE OIL AND FILTER RECOMMENDED MAINTENANCE DUE TO TIME OR MILEAGE SERVICE COMPLETED			
TOTAL - LABOR		0.00	
PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----			
JOB # 1	1	68171966-AH	SHIFTER T 21030407
JOB # 3	1	4884899-AB	FILTER EN 09057006
JOB # 3	7	68055890-AA	OIL 5W20 01081090
TOTAL - PARTS		0.00	
MISC-----CODE-----DESCRIPTION-----CONTROL NO-----			
JOB # 3	I	INTERNAL DISCOUNT	
TOTAL - MISC		0.00	

LIMITED WARRANTY:

This dealership warranties all new parts from the original equipment manufacturer and labor performed in conjunction with this repair for twelve (12) months or twelve thousand (12,000) miles, whichever comes first. If any factory part or labor fails in normal service within that period, the dealership will replace the defective parts and/or repair any defect in workmanship. Any warranty on parts or accessories which are not new original equipment, manufactured parts are made solely by the manufacturer or supplier of said parts. Except for any limited warranty given herein, this dealership disclaims all warranties, 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 said parts and accessories. This dealership shall not be liable for any incidental or consequential damages or commercial losses arising out of such purchase.

INITIALING IS RECEIPT & ACKNOWLEDGEMENT THAT I HAVE RECEIVED A COPY OF THE EMISSIONS TEST. INITIALS :

THANK YOU FOR YOUR PATRONAGE BRIAN SHELLEY SERVICE MANAGER

REPAIR WARRANTY
MOPAR 12MONTHS OR 12,000 MILES WHICHEVER COMES FIRST
ALL OTHERS 3 MONTHS OR 3,000 MILES WHICHEVER COMES FIRST

CASH () CHK () VISA () M/CARD () AMERX () DISC ()
REC'D BY

THE UNDERSIGNED HAS READ AND AGREES TO THE TERMS OF THE SALE
THE UNDERSIGNED HAS RECEIVED ALL COPIES RELATED TO BUT NOT
LIMITED TO EMISSION TESTING & SAFETY INSPECTIONS

CUSTOMER SIGNATURE

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

Thank You!

Thank You!

Page 1 of 2

TOWER DUCK

11 F

From: (215) 540-8888
Sharon Starynski
Kimmel & Silverman, P.C.
30 East Butler Pike

Origin ID: QFWA

FedEx
Express



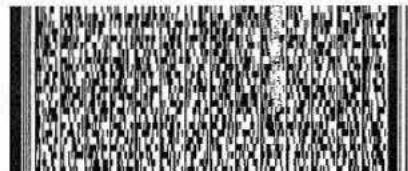
J142214082303uv

Ambler, PA 19002

SHIP TO: (215) 540-8888

BILL SENDER

Chrysler Group LLC
Warranty Litigation Department
1000 Chrysler Drive
CIMS 485-13-62
AUBURN HILLS, MI 48326



Ship Date: 20NOV14
ActWgt: 1.0 LB
CAD: 100586475/NET3550

Delivery Address Bar Code



Ref #
Invoice #
PO #
Dept #

FRI - 21 NOV AA
STANDARD OVERNIGHT

TRK#
8201

ET MTCA

48326
MI-US
DTW



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- After:
1. Use the
 2. Fold the print
 3. Place label in ship

Label to your laser or inkjet printer.

or shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account. Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, and obtain a higher rate. All other limitations and exclusions found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value, is limited to the declared value.

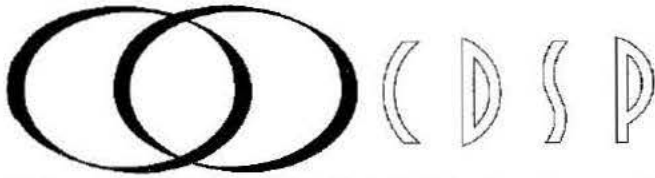
PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup
Smith (Karolyn D.)



Administered by NCDS

California Dispute Settlement Program

12900 Hall Road • Suite 401

Sterling Heights, MI 48313

(800) 777-8119

(586) 226-2470

Fax: (586) 226-2559

January 7, 2016

[REDACTED]
Lakeside, CA [REDACTED]

RE: CASE # [REDACTED]

Dear [REDACTED]

This letter confirms that you decided to have your claim decided through the California Dispute Settlement Program (CDSP) process administered by the National Center for Dispute Settlement. Accordingly, CDSP has appointed an Arbitrator, Michael Saydah, to hear and decide your claim. Once we have obtained available dates from Arbitrator Saydah, we will call to schedule your hearing.

While the CDSP is not a "Lemon Law" proceeding, the Arbitrator will consider the California "Lemon Law" in reviewing and deciding your claims. You should be familiar with the law and forward any additional relevant evidence, including ALL SERVICE REPAIR RECORDS, to CDSP.

A CDSP Case Administrator may contact you, prior to the hearing date in an attempt to help you and FCA US LLC, reach voluntary agreements to resolve your dispute. Your cooperation in this mediation process is strictly voluntary, and may prove to be beneficial in resolving or narrowing your dispute and will not, in any event, preclude you from exercising your rights under the arbitration process.

CDSP will be responsible for monitoring the progress of this case and will be happy to answer any questions you may have about the arbitration process. You may call CDSP at 866-727-8119 extension 120.

Sincerely,

CDSP

Diane Kimbrough x.120
Case Administrator

cc: 71

Michael Saydah

Where interests converge, agreements emerge

**Arbitrator Bio
for
Michael Saydah**

Mr. Saydah is experienced as a Neutral Mediator, Umpire and Arbitrator in the following areas:

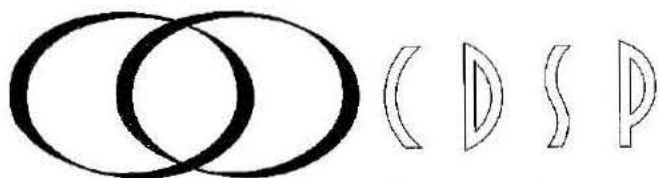
- Personal Injury and Catastrophic Injury
- Wrongful Death
- Americans with Disabilities Act
- Automotive Warranty/Lemon Law
- Products Liability
- Mold and Toxic Tort Claims and Property Damage
- Property Damage and Subrogation
- Medical, Legal, Engineering and other malpractice matters
- Employment Law
- Business Disputes and Valuation
- Real Estate Contract, Appraisal Disputes, Disclosure and Nondisclosure
- Insurance Appraisal
- Construction Site Accidents
- Insurance Coverage
- Condominium Associations and Cooperative Associations
- Construction Defect Litigation

Mr. Saydah draws on his 31 years of practicing law where he handled a broad range of civil litigation matters, including personal injury and catastrophic injury; wrongful death; tractor/trailer truck accidents; business contract disputes; property damage; subrogation; real estate contract disputes; and employment disputes from inception through trial.

Admitted to the State Bar in California in 1979 and all Federal District Courts in California. Mr. Saydah's practice includes Northern and Southern California. He holds a Bachelors Degree in Economics from the University of New Mexico and a Juris Doctorate from Western State University College of Law. He maintains an active status with the State Bar of California, Bar Number 90124.

Auto Warranty Arbitration Training, NCDS - 2012, 2014

Auto Warranty Arbitration Training, CDSP - 2012, 2013



Administered by NCDS

January 5, 2016

California Dispute Settlement Program

12900 Hall Road • Suite 401

Sterling Heights, MI 48313

(800) 777-8119

(586) 226-2470

Fax: (586) 226-2559

[REDACTED]
Lakeside, CA [REDACTED]

RE: CASE # [REDACTED]

Dear [REDACTED]

Your request for arbitration has been received. Your claim appears to meet the California Dispute Settlement Program parameters for eligibility and has been assigned the case number shown above. This process is regulated by the Federal Trade Commission (FTC) under the Magnuson-Moss Warranty Act and California law, which provides for the expedient resolution of Customer complaints. Under federal law, the California Dispute Settlement Program (CDSP) is required to close your case within forty (40) days of the date on this letter.

Enclosed are the "California Dispute Settlement Program Hearing Process Rules." Please review them carefully so that you are familiar with the process. You have the option of having an oral hearing (in person or via teleconference) or a "documents only" process (please see enclosed hearing process rules). If you choose to make an oral presentation and do not appear at the scheduled hearing, FCA will still be entitled to make their presentation. If you do not want to make an oral presentation, your dispute will be decided on the basis of the documents submitted by all parties. You do not need to be present at a "documents only" decision process.

Should you choose an oral hearing, a CDSP Case Administrator will be contacting you with the date, time and location of the hearing. Please be sure to inform the CDSP Case Administrator of your preferences at the time of scheduling; in the alternative, you may fax the attached "Hearing Process Selection" form to CDSP at (586) 226-2559. The form must be received within seven (7) days of the date of this letter.

A CDSP Mediation Specialist may also contact you prior to the hearing date in an effort to help you and FCA reach voluntary agreements to resolve your dispute. If you agree to a mediated settlement, the terms of the agreement will be put in writing and you will be asked to sign the mediation Settlement Agreement. Your case will then be closed after verification of performance.

If you do not agree to any settlement offer, your dispute will be decided at your scheduled oral hearing or document review. You will receive a written decision by the Arbitrator(s) within ten (10) days after the oral hearing or document review. You may either accept or reject the decision. If you accept the decision, FCA will comply with the decision within thirty (30) days. If you reject the decision, your case will be closed and you may pursue any other legal remedies available to you.

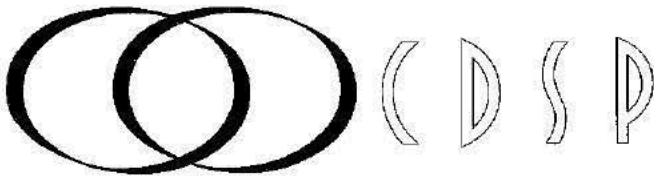
If you have not done so already, please provide us with copies of all relevant repair orders, as well as a copy of your title, current registration or bill of sale or lease contract. Your participation in the CDSP does not relieve you of any obligation you have with the lender or leasing agent. CDSP will be responsible for monitoring the progress of this case and will be happy to answer any questions you may have about the arbitration process. You may call CDSP toll free at 888-300-6237.

Sincerely,

CDSP

Diane Kimbrough x.120
Case Administrator

Enclosures: as noted
cc: 71



Administered by NCDS

California Dispute Settlement Program

12900 Hall Road • Suite 401

Sterling Heights, MI 48313

(800) 777-8119

(586) 226-2470

Fax: (586) 226-2559

January 5, 2016

[REDACTED]
Lakeside, CA 92040

RE: CASE # [REDACTED]

Dear [REDACTED]

We are returning the DVD you submitted as evidence in your arbitration hearing. Because the California Dispute Settlement Process (CDSP) is a third-party neutral organization, it is our responsibility to ensure that each party receives copies of all evidence submitted for determination. Therefore, CDSP is requesting that you send us three (3) copies of the DVD; one (1) for our file, one (1) for the Arbitrator(s), and one (1) for FCA US LLC. If you choose a Documents Only hearing, you will need to submit 5 copies.

We apologize for any inconvenience this may have caused.

Sincerely,

CDSP

Diane Kimbrough x.120
Case Administrator

Enclosures: as noted

California Dispute Settlement Program
HEARING PROCESS SELECTION FORM

[REDACTED]
Lakeside, CA [REDACTED]

RE: CASE # [REDACTED]

I. I elect to have my claim decided through *(please check one of the following)*:

_____ a "document only" process.

OR

_____ an oral hearing.

OR

_____ via teleconference call.

II. If you selected "oral hearing" above, please complete this Section; otherwise, please skip this Section.

I prefer to have my hearing held at *(please check one or more of the following)*:

_____ a site to be identified by the arbitrator other than
a dealership (eg. library, hotel, or other public conference facility).

OR

_____ my servicing FCA dealership, _____ alternate
dealership, if these facilities are available.

Your choice of hearing location does not impact either the outcome of the arbitration or how soon your case will be heard.

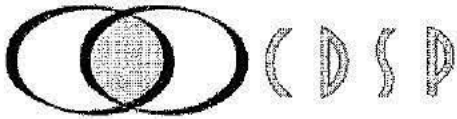
III. PLEASE NOTE: The hearing will be conducted in English. If you require an interpreter, it is your responsibility to arrange for an interpreter to attend the hearing with you.

Customer Signature

Please sign and fax this form to CDSP at (586) 226-2559. In the alternative, you may mail it to:

CDSP
12900 Hall Road
Suite 401
Sterling Heights, MI 48313

Thank you.



California Dispute Settlement Program

12900 Hall Road, Suite 401

Sterling Heights, MI 48313

(800) 777-8119

(586) 226-2470

Fax: (586) 226-2559

January 5, 2016

FCA US LLC f/k/a Chrysler Group LLC

71

26001 Lawrence Avenue

Center Line, MI 48015

RE: CASE # [REDACTED]

Dear Manufacturer:

Please complete a Manufacturer's Response Form and forward a copy to the California Dispute Settlement Program (CDSP) within ten (10) days from the date on this letter in order for it to be considered during the decision making process.

Enclosed are the "Rules and Procedures for the Informal Resolution of Automobile Warranty Disputes." Please review them carefully so that you are familiar with the process.

It is essential to the decision making process that all available information concerning each case be provided to the decision maker.

As with any hearing, lack of participation by a concerned party deprives the process of information on which a reasoned decision can be made.

Thank you for your participation in the process.

Sincerely,

CDSP

Diane Kimbrough x.120

Case Administrator

cc: [REDACTED]

Select One Below:
Documents Only Hearing
In Person Oral Hearing

FCA US LLC
Customer Claim Form

FOR NCDS USE

CASE NUMBER: [REDACTED]

CUSTOMER NAME AND ADDRESS

Mr. First name [REDACTED] MI D Last name [REDACTED]
Mrs. Street address [REDACTED]
Ms. [REDACTED]
City LAKESIDE State CA Zip Code 92040
Day phone [REDACTED] Evening phone Same Email [REDACTED]

RECEIVED
JAN 06 2016
BX 170417

VEHICLE INFORMATION

Name(s) that the vehicle title: [REDACTED]
Is this a leased vehicle: Yes ☐ No ☒ Delivery Date: 12/17/2013
Was this vehicle purchased used? Yes ☐ No ☒ Is vehicle used by a business? Yes ☐ No ☒ % of use ____
Make: DODGE Model: Ram 1500 Year: 2014 Current mileage ____
Vehicle Identification Number: 1C6RR6LT6ES [REDACTED]
Selling dealer and address: CARL Burger Dodge, 4355 Hercules St, LA MESA, CA 91942
Dominant Servicing Dealer: CARL Burger Dodge

VEHICLE PROBLEM(S) (Attach legible copies of applicable repair orders or other documents that support your complaint)

Problem	List dealer(s) which have repaired or attempted repair (include city & state).	List the date, mileage, and repair order number for each repair attempt.	Does the problem currently exist? (Circle)
Example: A/C won't cool properly	Autoworld, Inc Anytown, VA	4/23/99 3,500 miles #B73540	☒ Yes ☐ No
Truck shuts off when braking	CARL Burger Dodge San Diego CA	4/13/15 25402 370193	☒ Yes ☐ No
" "	" "	6/19/15 26560 372952	☒ Yes ☐ No
" "	" "	7/7/15 27231 375125	☒ Yes ☐ No
" "	" "	10/14/15 16319 355015	☐ Yes ☐ No
" "	" "	12/10/15 32556 391482	☐ Yes ☐ No

Has the vehicle been involved in an accident?

YES ☐ NO ☒

If YES, give date of accident: _____

Specify damaged area: _____

Resolution Sought:

Repurchase ☐ Replacement ☐
Repair ☐ Reimbursement ☒

Return all copies of this form to:

National Center for Dispute Settlement
P.O. Box 727
Mt. Clemens, MI 48046
(or email to: info@ncdsusa.org)

X [Signature] 16 Dec 2015
SIGNATURE(S) DATE

* Including one DVD as proof of Above issue.
* Chrysler "star" Case # 26993767

CUSTOMER # 1411036
UNIT# 1411036

370193



CARL BURGERS
DODGE · CHRYSLER · JEEP · RAM WORLD
8355 HERCULES STREET
LA MESA, CA 91942
(619) 463-9321
B.A.R. # ARD-263137 TAX ID 80-0524885

INVOICE

DUPLICATE 1
PAGE 1

FIVE STAR



LAKE SIDE, CA

HOME: [REDACTED] CONT: [REDACTED]

BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 331 FRANK PEREZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
GRANITE CR	14	RAM RAM 1500	1C6RR6LT6ES		25402/25477	T9546	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
09DEC13 DD			17:00 22MAY15			CASH	22MAY15
R.O. OPENED		READY	OPTIONS: STK:1411036 DLR:NONE				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER REPORTS CAR STALLS WHILE DRIVING HAPPENDED TWICE ON WED
HAPPENS WHEN BRAKING HARD

25 SEE TECH STORY

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00 (N/C)

PERFORMED DIAGNOSTICS USING WI-TECH, THERE WERE NO FAULT CODES
PRESENT OR PENDING CHECKED FOR BULLETINS & STAR CASES NONE APPLIED.
ROAD TESTED VEHICLE TWICE FOR A TOTAL OF 25 MILES VEHICLE NEVER ACTED
ACT. PERFORMED WIRING HARNESS WIGGLE TEST CHECKED FUEL PRESSURE ALL
CHECKED OUT FINE. CONTACTED STAR CENTER FOR ASSISTANCE & WE ARE WAITING
FOR A REPLY, CASE#895826

B CUSTOMER REPORTS DRIVER SIDE WEATHER STRIP COMING APART SOP IS IN

23511603 Weatherstrip, door window belt outer -
Replace Outer-Left-Front (1 - Semi-Skilled)

815 WN 0.30 (N/C)
1 55112377AH W/STRIP-FRONT DOOR BELT OUTER (N/C)
1 WPR01 JEFF VANCE (N/C)
W/STRIP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

REMOVED & REPLACED THE LEFT FRONT DOOR OUTSIDE HORIZONTAL WINDOW
FELT MOULDING.

WARR TECH#815

C PERFORM VISUAL VEHICLE INSPECTION PER CHECK SHEET, INSPECT AND ADVISE
FLUID CONDITION AND LEVELS

2600 PERFORM VISUAL VEHICLE INSPECTION PER CHECK
SHEET, INSPECT AND ADVISE FLUID CONDITION
AND LEVELS

815 HOME 0.00 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

D INSPECT AND ADJUST TIRE PRESSURE TO DOOR PLACARD, IN ADDITION

MOPAR PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES, WITH THE EXCEPTION OF HIGH PERFORMANCE PARTS. THESE PARTS ARE PREVIEWED WITH A "P" ON THESE PART NUMBERS ONLY. THERE IS NO WARRANTY AND EXTREME CAUTION SHOULD BE TAKEN WHEN CONSIDERING ALTERING YOUR CHRYSLER VEHICLE WITH THESE PARTS. ALL PARTS MOPAR UNLESS OTHERWISE SPECIFIED. LIMITED WARRANTY ON PARTS AND LABOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST, UNLESS FAILURE DETERMINED TO BE THE RESULT OF (a) FIRE, ACCIDENT, ABUSE, VANDALISM, NEGLIGENCE OR AN ACT OF GOD INCLUDING BUT NOT LIMITED TO: (a) FAILURE TO MAINTAIN THE VEHICLE, (b) FAILURE TO PROPERLY OPERATE VEHICLE, (c) USING THE VEHICLE FOR COMPETITIVE SPEED EVENTS, (d) PULLING A TRAILER THAT EXCEEDS THE RATED CAPACITY OF THE VEHICLE, (e) TAMPERING WITH THE EMISSION SYSTEM, (f) USE OF DIRTY FLUIDS OR FUELS, OR OTHER FLUIDS NOT RECOMMENDED BY THE MANUFACTURER; OR (g) MODIFICATIONS NOT APPROVED OR RECOMMENDED BY THE MANUFACTURER. INITIALS _____		The Service Department is open Monday through Friday 7:00 a.m. to 6:00 p.m. Parts Department Monday through Friday 8:00 a.m. to 6:00 p.m. Body Shop Monday through Friday 7:30 a.m. to 5:30 p.m. Please visit our website at www.CARLBURGER.COM NOT LIABLE FOR LOSS/DAMAGES TO CARGO ITEMS LEFT IN CAR DUE TO FIRE OR THEFT OR CAUSES BEYOND OUR CONTROL... LIMITED WARRANTY ON MOPAR PARTS & LABOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS OTHERWISE SPECIFIED.	ORIGINAL ESTIMATE \$ I acknowledge notice and oral approval of an increase in the original estimated price. CUSTOMER SIGNATURE	TOTAL AUTHORIZED ADDITIONS \$	<table><thead><tr><th>DESCRIPTION</th><th>TOTALS</th></tr></thead><tbody><tr><td>LABOR AMOUNT</td><td></td></tr><tr><td>PARTS AMOUNT</td><td></td></tr><tr><td>GAS, OIL, LUBE</td><td></td></tr><tr><td>SUBLET AMOUNT</td><td></td></tr><tr><td>MISC. CHARGES</td><td></td></tr><tr><td>TOTAL CHARGES</td><td></td></tr><tr><td>LESS INSURANCE</td><td></td></tr><tr><td>SALES TAX</td><td></td></tr><tr><td>PLEASE PAY THIS AMOUNT</td><td></td></tr></tbody></table>	DESCRIPTION	TOTALS	LABOR AMOUNT		PARTS AMOUNT		GAS, OIL, LUBE		SUBLET AMOUNT		MISC. CHARGES		TOTAL CHARGES		LESS INSURANCE		SALES TAX		PLEASE PAY THIS AMOUNT	
DESCRIPTION	TOTALS																								
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SUBLET AMOUNT																									
MISC. CHARGES																									
TOTAL CHARGES																									
LESS INSURANCE																									
SALES TAX																									
PLEASE PAY THIS AMOUNT																									

NOTICE: Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles. Holding your exposure when servicing your vehicle will return your car to the State of California to cause cancer and birth defects or other reproductive harm. 1) Wash your hands when servicing your vehicle. 2) Do not smoke, drink or eat while working. 3) Wash your hands when finished or when taking a break; and 4) Follow all manufacturer instructions pertaining to proper use and disposal of motor vehicle and vehicle components.
In accordance with Proposition 65 in California Health & Safety Code §26250.5 et seq. For further information about Proposition 65, visit: www.p65.ca.gov

CUSTOMER COPY

CUSTOMER #: 1411036
UNIT# 1411036

370193



CARL BURGERS
DODGE • CHRYSLER • JEEP • RAM WORLD
8355 HERCULES STREET
LA MESA, CA 91942
(619) 463-9321
B.A.R. # ARD-263137 TAX ID 90-0624885

INVOICE

DUPLICATE 1
PAGE 2

FIVE STAR



DODGE CHRYSLER Jeep RAM

LAKESTIDE, CA

HOME: CONT:619-368-1518

BUS: CELL:

SERVICE ADVISOR: 331 FRANK PEREZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
GRANITE CR	14	RAM RAM 1500	1C6RR6LT6ES		25402/25477	T9546	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
09DEC13 DD			17:00 22MAY15			CASH	22MAY15
R.O. OPENED		READY	OPTIONS: STK:1411036 DLR:NONE				

17:36 13MAY15 15:19 22MAY15

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

COMPLETION OF THIS ASSURES THAT THE REPAIRS AND SERVICES PERFORMED HAVE BEEN INSPECTED BY A QUALIFIED TECHNICIAN AND SUCCESSFULLY COMPLETED.

TP INSPECT AND ADJUST TIRE PRESSURE TO DOOR PLACARD, IN ADDITION COMPLETION OF THIS ASSURES THAT THE REPAIRS AND SERVICES PERFORMED HAVE BEEN INSPECTED BY A QUALIFIED TECHNICIAN AND SUCCESSFULLY COMPLETED.

815IHOME 0.00

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

E *****RENTAL CAR DURING REPAIRS*****

R *****RENTAL CAR DURING REPAIRS*****

999WCSR 0.00

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

F** OIL AND FILTER CHANGE AND TOP OFF FLUIDS. A HAZARDOUS WASTE COST RECOVERY FEE IS CHARGED FOR THIS SERVICE.

2602 OIL AND FILTER CHANGE AND TOP OFF FLUIDS. A HAZARDOUS WASTE COST RECOVERY FEE IS CHARGED FOR THIS SERVICE.

815 CP 0.40

14.95 14.95

1 4892339AA FILTER-ENGINE OIL

10.45 7.50 7.50

7 68055890AA 5W20 OIL

4.75 4.75 33.25

HZ1 HAZARDOUS WASTE FEE

999 CPZ 0.00

2.03 2.03

PARTS: 40.75 LABOR: 16.98 OTHER: 0.00 TOTAL LINE F: 57.73

PERFORMED MOPAR EXPRESS LANE OIL AND FILTER SERVICE. A HAZARDOUS WASTE FEE IS CHARGED FOR THIS SERVICE

G** CUSTOMER REPORTS BOTH SIDE MIRRORS DONT FOLD IN AT THE SAME TIME, PASS QUICKER TO FOLD IN

23 INSPECT BODY

815 WN 0.00

(N/C)

MOPAR PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST, UNLESS FAILURE DETERMINED TO BE THE RESULT OF (a) FIRE, ACCIDENT, ABUSE, VANDALISM, REUSE OF AN ACT OF GOD INCLUDING BUT NOT LIMITED TO SNOW, ICE OR FLOODING; (b) FAILURE TO PROPERLY CARE FOR OR MAINTAIN THE VEHICLE; (c) FAILURE TO PROPERLY OPERATE VEHICLE; (d) USING THE VEHICLE FOR COMPETITIVE SPEED EVENTS; (e) PULLING A TRAILER THAT EXCEEDS THE RATED CAPACITY OF THE VEHICLE; (f) TAMPERING WITH THE EMISSION SYSTEM; (g) USE OF DIRTY FLUIDS OR FUELS, OR OTHER FLUIDS NOT RECOMMENDED BY THE MANUFACTURER; OR (h) MODIFICATIONS NOT APPROVED OR RECOMMENDED BY THE MANUFACTURER.		The Service Department is open Monday through Friday 7:00 a.m. to 6:00 p.m. Parts Department Monday through Friday 8:00 a.m. to 6:00 p.m. Body Shop Monday through Friday 7:30 a.m. to 6:30 p.m. Please visit our website at www.CARLBURGERS.COM		ORIGINAL ESTIMATE	TOTAL AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
LIMITED WARRANTY ON PARTS AND LABOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST, UNLESS FAILURE DETERMINED TO BE THE RESULT OF (a) FIRE, ACCIDENT, ABUSE, VANDALISM, REUSE OF AN ACT OF GOD INCLUDING BUT NOT LIMITED TO SNOW, ICE OR FLOODING; (b) FAILURE TO PROPERLY CARE FOR OR MAINTAIN THE VEHICLE; (c) FAILURE TO PROPERLY OPERATE VEHICLE; (d) USING THE VEHICLE FOR COMPETITIVE SPEED EVENTS; (e) PULLING A TRAILER THAT EXCEEDS THE RATED CAPACITY OF THE VEHICLE; (f) TAMPERING WITH THE EMISSION SYSTEM; (g) USE OF DIRTY FLUIDS OR FUELS, OR OTHER FLUIDS NOT RECOMMENDED BY THE MANUFACTURER; OR (h) MODIFICATIONS NOT APPROVED OR RECOMMENDED BY THE MANUFACTURER.		NOT LIABLE FOR LOSS/DAMAGE TO CAR/ITEMS LEFT IN CAR DUE TO FIRE OR THEFT OR CAUSED BEYOND OUR CONTROL...		\$	\$	LABOR AMOUNT	
INITIALS		LIMITED WARRANTY ON MOPAR PARTS & LABOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS OTHERWISE SPECIFIED.		I acknowledge notice and oral approval of an increase in the original estimated price.		PARTS AMOUNT	
				CUSTOMER SIGNATURE		GAS, OIL, LUBE	
						SUBLET AMOUNT	
						MISC. CHARGES	
						TOTAL CHARGES	
						LESS INSURANCE	
						SALES TAX	
						PLEASE PAY THIS AMOUNT	

WARNING: Motor Vehicle is a sensitive electronic device. To the State of California, certain safety and theft defects or other reproductive items. These items are contained in every vehicle component and replacement parts, vehicle fluids, and parts and materials used to maintain vehicles. Defects, defects include, but not limited to, fuel, oil, battery, brake, and wheel bearing systems. When you service your car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touch-up paint, aerosol replacement parts, and parts. To minimize your exposure when servicing, maintaining or repairing your vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and handling of motor vehicle components.

CUSTOMER COPY

CUSTOMER #: 1411036
UNIT# 1411036

370193



CARL BURGERS
DODGE • CHRYSLER • JEEP • RAM WORLD
8356 HERCULES STREET
LA MESA, CA 91942
(619) 463-9321
B.A.R. # ARD-263137 TAX ID 90-0524886

INVOICE

DUPLICATE 1
PAGE 3

FIVE STAR
★★★★★

DODGE CHRYSLER Jeep RAM

LAKEVIEW, CA

HOME: [REDACTED] CONT: [REDACTED]
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 331 FRANK PEREZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
GRANITE CR	14	RAM RAM 1500	1C6RR6LT6ES		25402/25477	T9546	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
09DEC13 DD			17:00 22MAY15			CASH	22MAY15

R.O. OPENED: [REDACTED] READY: [REDACTED] OPTIONS: STK:1411036 DLR:NONE

17:36 13MAY15 15:19 22MAY15

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
PARTS:		0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE G: 0.00

H** FILL GAS TANK
00 INSPECT

999 CP 0.00 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: 0.00

EST: 55.00 14MAY15 07:42 SA: 331

IMPORTANT NOTICE! YOU MAY RECIEVE A FOLLOW UP
CALL FROM CHRYSLER ABOUT YOUR RECENT SERVICE
VISIT.
WE LOOK FORWARD TO YOUR FEEDBACK.
IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT
CHRIS LEVIN AT 619-667-8265

*MOPAR PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST, UNLESS FAILURE DETERMINED TO BE THE RESULT OF (a) FIRE, ACCIDENT, ABUSE, VANDALISM, NEGLIGENCE OR AN ACT OF GOD INCLUDING BUT NOT LIMITED TO SHOW, (b) FLOOD, (c) FAILURE TO PROPERLY CARE FOR OR MAINTAIN THE VEHICLE, (d) FAILURE TO PROPERLY OPERATE VEHICLE (e) USING THE VEHICLE FOR COMPETITIVE SPEED EVENTS; (f) PULLING A TRAILER THAT EXCEEDS THE RATED CAPACITY OF THE VEHICLE (g) TAMPERING WITH THE EMISSION SYSTEM; (h) USE OF DIRTY FLUIDS OR FLUIDS, OR OTHER FLUIDS NOT RECOMMENDED BY THE MANUFACTURER; (i) MODIFICATIONS NOT APPROVED OR RECOMMENDED BY THE MANUFACTURER. INITIALS _____		The Service Department is open Monday through Friday 7:00 a.m. to 6:00 p.m. Parts Department Monday through Friday 8:00 a.m. to 6:00 p.m. Body Shop Monday through Friday 7:30 a.m. to 6:00 p.m. Please visit our website at www.CARLBURGER.COM NOT LIABLE FOR LOSS/DAMAGE TO CAR/ITEMS LEFT IN CAR DUE TO FIRE OR THEFT OR CAUSES BEYOND OUR CONTROL... LIMITED WARRANTY ON MOPAR PARTS & LABOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS OTHERWISE SPECIFIED.		ORIGINAL ESTIMATE \$ I acknowledge notice and oral approval of an increase in the original estimated price. CUSTOMER SIGNATURE	TOTAL AUTHORIZED ADDITIONS \$	<table><thead><tr><th>DESCRIPTION</th><th>TOTALS</th></tr></thead><tbody><tr><td>LABOR AMOUNT</td><td>16.98</td></tr><tr><td>PARTS AMOUNT</td><td>40.75</td></tr><tr><td>GAS, OIL, LUBE</td><td>0.00</td></tr><tr><td>SUBLET AMOUNT</td><td>0.00</td></tr><tr><td>MISC. CHARGES</td><td>0.00</td></tr><tr><td>TOTAL CHARGES</td><td>57.73</td></tr><tr><td>LESS INSURANCE</td><td>0.00</td></tr><tr><td>SALES TAX</td><td>3.57</td></tr><tr><td>PLEASE PAY THIS AMOUNT</td><td>61.30</td></tr></tbody></table>	DESCRIPTION	TOTALS	LABOR AMOUNT	16.98	PARTS AMOUNT	40.75	GAS, OIL, LUBE	0.00	SUBLET AMOUNT	0.00	MISC. CHARGES	0.00	TOTAL CHARGES	57.73	LESS INSURANCE	0.00	SALES TAX	3.57	PLEASE PAY THIS AMOUNT	61.30
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WARNING: Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including, but not limited to, fuel, oil, batteries, brakes, and exhaust components. When you service, clean or maintain your car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, paint, touch-up paint, certain replacement parts, and paint fumes from component wear. When we service your car, we will run used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize your exposure over servicing, maintenance or cleaning your vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle equipment. (Printed in accordance with Proposition 65 in California. See Safety Code 120200.5 et seq.) For further information about Proposition 65, visit: <http://www.cdph.ca.gov/prop65>

CUSTOMER COPY

CUSTOMER #: 1411036
UNIT# 1411036

372852



CARL BURGERS
DODGE · CHRYSLER · JEEP · RAM WORLD
8355 HERCULES STREET
LA MESA, CA 91942
(819) 483-9321
B.A.R. # ARD-263137 TAX ID 00-0524885

INVOICE

PAGE 1

FIVE STAR
★★★★★

DODGE CHRYSLER Jeep RAM

LAKEVIEW, CA

HOME

BUS:

CONT:

CELL:

SERVICE ADVISOR: 331 FRANK PEREZ

COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN / OUT		TAG
GRANITE CR	14	RAM RAM 1500		1C6RR6LT6ES168489		26560/26569		T1087
DEL. DATE	PROD. DATE	WARR. EXP.	PROVIDED	PONO	RATE	PAYMENT	INV. DATE	
09DEC13 DD			17:00 18JUN15			CASH	03JUL15	

R.O. OPENED: READY: OPTIONS: STK:1411036 DLR:NONE

08:27 12JUN15 16:07 03JUL15

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER REPORTS VEH TURNED OFF WHILE COMING TO A STOP WITHOUT
BRAKING HARD, NOTICED ON DIAL SHIFTER FLASHING P, AND ALSO ON
DASH

25 EMISSIONS

815 * WN 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

CHECKED FOR FAULT CODES, NONE ARE PRESENT, ROAD TESTED VEHICLE BUT
IT DID NOT ACT UP. SAME THING HAPPEN LAST VISIT, WE CONTACTED STAR AT
THAT TIME, THEY SAID WE CANNOT FIX IT IF ITS NOT ACTING UP.
COULD NOT DUPLICATE CONCERN

B CUSTOMER REPORTS VOICE COMMAND DISENGAGED ,CANT USE PHONE COMMAND
SOON AFTER DOING RADIO UPGRADE

23 INSPECT BODY

815 WN 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

C *****RENTAL CAR DURING REPAIRS*****

R *****RENTAL CAR DURING REPAIRS*****

999WCSCR 0.00 (N/C)

SUBL RENTAL

PO#221740

WCSCR

SUBL RENTAL

PO#221740

ISR

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00 (N/C)

D PERFORM VISUAL VEHICLE INSPECTION PER CHECK SHEET, INSPECT AND ADVISE
FLUID CONDITION AND LEVELS

2600 PERFORM VISUAL VEHICLE INSPECTION PER CHECK
SHEET, INSPECT AND ADVISE FLUID CONDITION

MOPAR PARTS ARE WARRANTED FOR 12 MONTHS OR 12000 MILES WITH THE EXCEPTION OF HIGH PERFORMANCE PARTS. THESE PARTS ARE PREPARED WITH A 1" ON THESE PART NUMBERS ONLY. THERE IS NO WARRANTY AND EXTENSIVE CAUTION SHOULD BE TAKEN WHEN CONSIDERING ALTERING YOUR CHRYSLER VEHICLE WITH THESE PARTS. ALL PARTS MOPAR UNLESS OTHERWISE SPECIFIED.	The Service Department is open Monday through Friday 7:00 a.m. to 6:00 p.m. Parts Department Monday through Friday 8:00 a.m. to 6:00 p.m. Lendy Shop Monday through Friday 7:30 a.m. to 6:30 p.m. Please visit our website at www.CARLBURGERS.COM	ORIGINAL ESTIMATE	TOTAL AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
LIMITED WARRANTY ON PARTS AND LABOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST, UNLESS FAILURE DETERMINED TO BE THE RESULT OF (a) FIRE, ACCIDENT, ABUSE, VANDALISM, NEGLIGENCE OR AN ACT OF GOD INCLUDING BUT NOT LIMITED TO SNOW, ICE OR FLOOD; (b) FAILURE TO PROPERLY CARE FOR OR MAINTAIN THE VEHICLE; (c) FAILURE TO PROPERLY OPERATE VEHICLE; (d) USING THE VEHICLE FOR COMPETITIVE SPEED EVENTS; (e) PULLING A TRAILER THAT EXCEEDS THE RATED CAPACITY OF THE VEHICLE; (f) TAMPERING WITH THE EMISSION SYSTEM; (g) USE OF DIRTY FLUIDS OR FUELS, OR OTHER FLUIDS NOT RECOMMENDED BY THE MANUFACTURER; OR (h) MODIFICATIONS NOT APPROVED OR RECOMMENDED BY THE MANUFACTURER.	NOT LIABLE FOR LOSS/DAMAGE TO CONTENTS LEFT IN CAR DUE TO FIRE OR THEFT OR CAUSES BEYOND OUR CONTROL.	\$	\$	LABOR AMOUNT	
				PARTS AMOUNT	
				GAS, OIL, LUBE	
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				MISC. CHARGES	
				TOTAL CHARGES	
				LESS INSURANCE	
				SALES TAX	
				PLEASE PAY THIS AMOUNT	

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CUSTOMER #: 1411036
UNIT# 1411036

375125



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B.A.R. # ARD-263137 TAX ID #0-0524885

INVOICE

FIVE STAR



PAGE 1

LAKEVIEW, CA

HOME:

CONT

BUS:

CELL:

DODGE

CHRYSLER

Jeep

RAM

SERVICE ADVISOR: 331 FRANK PEREZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
GRANITE CR	14	RAM RAM 1500	1C6RR6LT6ES		27231/27253	T1732	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PONO.	RATE	PAYMENT	INV. DATE
09DEC13 DD			17:00 07JUL15			CASH	07JUL15
R.O. OPENED		READY	OPTIONS: STK:1411036 DLR:NONE				

09:37 06JUL15 11:12 07JUL15

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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A CUSTOMER REPORTS VEHICLE SHUT OFF AT SOFT BRAKE AT LIGHT, NOTICED SHIFTER DIAL FLASHED PARK BUT IT WAS IN DRIVE, SHUT KEY OFF VEH, TURNED KEY BACK ON AND STILL DIAL NOT ALLOWING TO GO INTO PARK ADVISE , NEED TO DRIVE VEH ABOUT 20 MINUTES

25 EMISSIONS

815 WN 0.00

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:

0.00

CUSTOMER HAS BEEN IN FOR THIS ISSUE BEFORE & WE HAVE NEVER BEEN ABLE TO DUPLICATE CONCERN, THERE IS NEVER ANY FAULT CODES & WE HAVE STARTED TO STAR CASES FOR THIS ISSUE. VEHICLE WAS DRIVEN BY SERVICE MANAGER FOR 45 MINUTES & WAS UNABLE TO DUPLICATE CONCERN, CHECKED SYSTEM USING SCANTOOL, AGAIN THERE WERE NO FAULT CODES PRESENT.

B PERFORM VISUAL VEHICLE INSPECTION PER CHECK SHEET, INSPECT AND ADVISE FLUID CONDITION AND LEVELS

2600 PERFORM VISUAL VEHICLE INSPECTION PER CHECK SHEET, INSPECT AND ADVISE FLUID CONDITION AND LEVELS

815IHOME 0.00

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:

0.00

C INSPECT AND ADJUST TIRE PRESSURE TO DOOR PLACARD, IN ADDITION COMPLETION OF THIS ASSURES THAT THE REPAIRS AND SERVICES PERFORMED HAVE BEEN INSPECTED BY A QUALIFIED TECHNICIAN AND SUCCESSFULLY COMPLETED.

TP INSPECT AND ADJUST TIRE PRESSURE TO DOOR PLACARD, IN ADDITION COMPLETION OF THIS ASSURES THAT THE REPAIRS AND SERVICES PERFORMED HAVE BEEN INSPECTED BY A QUALIFIED TECHNICIAN AND SUCCESSFULLY COMPLETED.

815IHOME 0.00

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C:

0.00

SET ALL TIRE PRESSURES TO THE DOOR PLACARD.

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CUSTOMER COPY

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375125



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INVOICE



LAKEVIEW, CA

PAGE 2

HOME:

CONT.

BUS :

CELL

SERVICE ADVISOR: 331 FRANK PEREZ

DODGE **CHRYSLER** **Jeep**  **RAM**

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
GRANITE CR	14	RAM RAM 1500	1C6RR6LT6ES		27231/27253	T1732
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
09DEC13 DD			17:00 07JUL15			CASH
						07JUL15

R.O. OPENED READY OPTIONS: STK:1411036 DLR:NONE

09:37 06JUL15 | 11:12 07JUL15

LINE	OPCODE	TECH	TYPE	HOURS
1	00	00	00	00
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81	00	00	00	00
82	00	00	00	00
83	00	00	00	00
84	00	00	00	00
85	00	00	00	00
86	00	00	00	00

D** FREE CAR WASH AFTER REPAIRS. ***A \$15.00 VALUE***

CW FREE CAR WASH AFTER REPAIRS. ***A \$15.00

VALUE***

956IHOME 1.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D:

(N/C)

0.00

E** *****RENTAL CAR DURING REPAIRS*****

R *****RENTAL CAR DURING REPAIRS*****

999WCSCR	0.00
----------	------

SUBL RETNAL

PO#221768

WCSCR

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E:

(N/C)

0.00

IMPORTANT NOTICE! YOU MAY RECIEVE A FOLLOW UP
CALL FROM CHRYSLER ABOUT YOUR RECENT SERVICE
VISIT.

WE LOOK FORWARD TO YOUR FEEDBACK.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT

CHRIS LEVIN AT 619-667-8265

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		PLEASE PAY THIS AMOUNT	0.00																																										
I acknowledge notice and oral approval of an increase in the original estimated price. CUSTOMER SIGNATURE		\$ \$																																											

[illegible]

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UNIT# 1411036

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PAGE 4

SERVICE ADVISOR: 315 JEFFREY ARKIN



COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
GRANITE CR	14	RAM RAM 1500	1C6RR6LT6ES		16319/16322	T6032

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
09DEC13 DD			18:00 14NOV14			ISC	14NOV14

R.O. OPENED	READY	OPTIONS
08:50 13NOV14	18:02 14NOV14	STK:1411036 DLR:NONE

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
INSTECTED MIRROR ASSY FOR LOOSNESS, ECXESSIVE PLAY, UNABLE TO DUPLICATE CONCERN AT THIS TIME							

EST: 42.95

13NOV14 08:50 SA: 315

IMPORTANT NOTICE! YOU MAY RECIEVE A FOLLOW UP
CALL FROM CHRYSLER ABOUT YOUR RECENT SERVICE
VISIT.

WE LOOK FORWARD TO YOUR FEEDBACK.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT
CHRIS LEVIN AT 619-667-8265

*MOPAR PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST, UNLESS FAILURE DETERMINED TO BE THE RESULT OF (a) FIRE, ACCIDENT, ABUSE, VANDALISM, NEGLIGENCE OR AN ACT OF GOD INCLUDING BUT NOT LIMITED TO SNOW, ICE OR FLOOD; (b) FAILURE TO PROPERLY CARE FOR OR MAINTAIN THE VEHICLE; (c) FAILURE TO PROPERLY OPERATE VEHICLE; (d) USING THE VEHICLE FOR COMPETITIVE SPEED EVENTS; (e) PULLING A TRAILER THAT EXCEEDS THE RATED CAPACITY OF THE VEHICLE; (f) TAMPERING WITH THE EMISSION SYSTEM; (g) USE OF DIRTY FLUIDS OR FUELS, OR OTHER FLUIDS NOT RECOMMENDED BY THE MANUFACTURER; OR (h) MODIFICATIONS NOT APPROVED OR RECOMMENDED BY THE MANUFACTURER.	The Service Department is open Monday through Friday 7:00 a.m. to 6:00 p.m. Parts Department Monday through Friday 8:00 a.m. to 5:00 p.m. Body Shop Monday through Friday 7:30 a.m. to 5:30 p.m. Please visit our website at www.CARLBURGERS.COM	ORIGINAL ESTIMATE	TOTAL AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
LIMITED WARRANTY ON PARTS AND LABOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST, UNLESS FAILURE DETERMINED TO BE THE RESULT OF (a) FIRE, ACCIDENT, ABUSE, VANDALISM, NEGLIGENCE OR AN ACT OF GOD INCLUDING BUT NOT LIMITED TO SNOW, ICE OR FLOOD; (b) FAILURE TO PROPERLY CARE FOR OR MAINTAIN THE VEHICLE; (c) FAILURE TO PROPERLY OPERATE VEHICLE; (d) USING THE VEHICLE FOR COMPETITIVE SPEED EVENTS; (e) PULLING A TRAILER THAT EXCEEDS THE RATED CAPACITY OF THE VEHICLE; (f) TAMPERING WITH THE EMISSION SYSTEM; (g) USE OF DIRTY FLUIDS OR FUELS, OR OTHER FLUIDS NOT RECOMMENDED BY THE MANUFACTURER; OR (h) MODIFICATIONS NOT APPROVED OR RECOMMENDED BY THE MANUFACTURER.	NOT LIABLE FOR LOSS/DAMAGE TO CAR/ITEMS LEFT IN CAR DUE TO FIRE OR THEFT OR CAUSES BEYOND OUR CONTROL... LIMITED WARRANTY ON MOPAR PARTS & LABOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS OTHERWISE SPECIFIED.	\$	\$	LABOR AMOUNT	16.98
				PARTS AMOUNT	40.40
				GAS, OIL, LUBE	0.00
				SUBLET AMOUNT	0.00
				MISC. CHARGES	0.00
				TOTAL CHARGES	57.38
				LESS INSURANCE	12.44
INITIALS _____				CUSTOMER SIGNATURE	3.54
				PLEASE PAY THIS AMOUNT	48.48

WARNING: Motor vehicles are not child-resistant. In the State of California, to ensure cancer and birth defects or other reproductive harm, these elements are contained in many vehicle components and replacement parts, vehicle fluids, and parts and materials used to maintain vehicles, including but not limited to, fuel, oil, batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car, you will be exposed to these chemicals contained in used oil, brake and replacement fluids, fumes, grease, grime, touch-up paint, bodyline replacement parts, and particulate matter. To minimize your exposure when working on or around your vehicle: 1) work in a well-ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and disposal. Printed in accordance with Proposition 65 in the United States and Canada. For further information, please visit the following website: www.cdph.ca.gov/Programs/CID/DCDC/Pages/ToxicSubstancesAndHazardousWaste.aspx

CUSTOMER COPY

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 expressed 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

CUSTOMER #: 1411036
UNIT# 1411036

391482



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LA MESA, CA 91942
(619) 463-9321
B.A.R. # ARD-263137 TAX ID 90-0524885

INVOICE

DUPLICATE 2
PAGE 4

FIVE STAR
★★★★★

DODGE CHRYSLER Jeep RAM

LAKE SIDE, CA

HOME: [REDACTED] CONT: [REDACTED]
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 331 FRANK PEREZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
GRANITE CR	14	RAM RAM 1500	1C6RR6LT6ES		32556/32569	T6364

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
09DEC13 DE			17:00 10DEC15			CASH	11DEC15

R.O. OPENED	READY	OPTIONS
14:32 07DEC15	16:10 11DEC15	STK:1411036 DLR:NONE

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE J:	0.00

K** DODGE WASH & VACUUM
DW DODGE WASH & VACUUM
956IHOME 1.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE K: 0.00 (N/C)

EST: 0.00 07DEC15 14:32 SA: 331

WE HOPE WE TOOK CARE OF ALL YOUR VEHICLE
NEEDS. IF YOU HAVE ANY QUESTIONS PLEASE FEEL
FREE TO CONTACT THE SERVICE MANAGER
CHRIS LEVIN AT 619-667-8265
THANK YOU AGAIN FOR YOUR BUSINESS

Gm-Kyle Nyswonger

*MOPAR PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST. UNLESS FAILURE DETERMINED TO BE THE RESULT OF (a) FIRE, ACCIDENT, ABUSE, VANDALISM, NEGLIGENCE OR AN ACT OF GOD INCLUDING BUT NOT LIMITED TO SNOW, ICE OR FLOOD; (b) FAILURE TO PROPERLY CARE FOR OR MAINTAIN THE VEHICLE; (c) FAILURE TO PROPERLY OPERATE VEHICLE; (d) USING THE VEHICLE FOR COMPETITIVE SPEED EVENTS; (e) PULLING A TRAILER THAT EXCEEDS THE RATED CAPACITY OF THE VEHICLE; (f) TAMPERING WITH THE EMISSION SYSTEM; (g) USE OF DIRTY FLUIDS OR FUELS, OR OTHER FLUIDS NOT RECOMMENDED BY THE MANUFACTURER; OR (h) MODIFICATIONS NOT APPROVED OR RECOMMENDED BY THE MANUFACTURER.	The Service Department is open Monday through Friday 7:00 a.m. to 6:00 p.m. Parts Department Monday through Friday 8:00 a.m. to 6:00 p.m. Body Shop Monday through Friday 7:30 a.m. to 6:00 p.m. Please visit our website at www.CARLBURGERS.COM NOT LIABLE FOR LOSS/DAMAGE TO CARGO/ITEMS LEFT IN CAR DUE TO FIRE OR THEFT OR CAUSES BEYOND OUR CONTROL... LIMITED WARRANTY ON MOPAR PARTS & LABOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS OTHERWISE SPECIFIED.	ORIGINAL ESTIMATE \$	TOTAL AUTHORIZED ADDITIONS \$	DESCRIPTION LABOR AMOUNT PARTS AMOUNT GAS, OIL, LUBE SUBLET AMOUNT MISC. CHARGES TOTAL CHARGES LESS INSURANCE SALES TAX PLEASE PAY THIS AMOUNT	TOTALS 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
INITIALS _____					
WARNING: Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and solvents and materials used to maintain vehicles, including, but not limited to, fuel, oil, battery, brakes, and wheel-sealing materials. When you service your car, you will be exposed to these chemicals. To avoid this exposure, use proper ventilation and wear protective clothing. To minimize your exposure, use ventilation, avoid inhaling or drinking your vehicle's fumes, and use proper ventilation. To minimize your exposure, use ventilation, avoid inhaling or drinking your vehicle's fumes, and use proper ventilation. To minimize your exposure, use ventilation, avoid inhaling or drinking your vehicle's fumes, and use proper ventilation.					

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UNIT# 1411036

391482



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(619) 483-9321
B.A.R. # ARD-263137 TAX ID 90-0524885

INVOICE

DUPLICATE 2
PAGE 3

FIVE STAR



DODGE

CHRYSLER

Jeep

RAM

LAKE SIDE, CA

HOME:

CONT:

BUS:

CELL:

SERVICE ADVISOR: 331 FRANK PEREZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAB
GRANITE CR	14	RAM RAM 1500	1C6RR6LT6ES		32556/32569	T6364

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
09DEC13 DD			17:00 10DEC15			CASH	11DEC15

R.O. OPENED	READY	OPTIONS:
		STK:1411036 DLR:NONE

14:32 07DEC15	16:10 11DEC15	LIST	NET	TOTAL
---------------	---------------	------	-----	-------

Reprogram radio software 18-R4-01-82 0.4 hours
TECH#815

G CUST STATES SHE WAS GIVING 3 YEARS OF FREE LOFS FROM CHRYSLER BUT ITS
NOT ON THE VIP PAUL FROM CHRYSLER CASE 26993767 TOLD THE CUST
THIS CHECK AND ADVISE
00 INSPECT

815 CP 0.00 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00
HANDLE BY SERVICE ADVISOR IN THE DRIVE

H CUST STATES WHEN STARTING THE VEHICLE THERE IS A LOUD CLICKING NOISE
FROM THE ENGINE CHECK AND ADVISE
CAUSE: 11

09 NO EXHAUST LEAKS FOUND
815 WN 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: 0.00
INSPECTED FOUND NO EXHAUST LEAKS

I CUST STATES THE RIGHT REAR TIRE IS BALD ON THE MIDDLE LIKE SOMETHING
IS WRONG WITH THE AXLE CHECK AND ADVISE
02 INSPECT FRONT SUSPENSION

815 WN 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE I: 0.00
TIRE PRESSURES WERE SET AT PROPER PRESSURES & VERIFIED THAT THEY
MATCHED READINGS ON DISPLAY. ALL CHECKED OUT FINE AS THIS TIME. NO
OTHER WORK WAS DONE

J *****RENTAL CAR DURING REPAIRS*****
R *****RENTAL CAR DURING REPAIRS*****
999 WNR 0.00 (N/C)

SUBL RENTAL
PO#226153
WNR (N/C)

*MOPAR PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES, WITH THE EXCEPTION OF HIGH PERFORMANCE PARTS. THESE PARTS ARE PREFIXED WITH A "P". ON THESE PARTS, THERE IS NO WARRANTY AND EXTREME CAUTION SHOULD BE TAKEN WHEN CONSIDERING A-TENDING YOUR CHRYSLER VEHICLE WITH THESE PARTS. ALL PARTS MOPAR UNLESS OTHERWISE SPECIFIED.	The Service Department is open Monday through Friday 7:00 a.m. to 6:00 p.m. Parts Department Monday through Friday 8:00 a.m. to 6:00 p.m. Body Shop Monday through Friday 7:30 a.m. to 6:30 p.m. Please visit our website at: www.CARLBURGER.COM NOT LIABLE FOR LOSS/DAMAGE TO CAR/ITEMS LEFT IN CAR DUE TO FIRE OR THEFT OR CAUSES BEYOND OUR CONTROL... LIMITED WARRANTY ON MOPAR PARTS & LABOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS OTHERWISE SPECIFIED.	ORIGINAL ESTIMATE	TOTAL AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
LIMITED WARRANTY ON PARTS AND LABOR: 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST, UNLESS FAILURE DETERMINED TO BE THE RESULT OF (a) FIRE ACCIDENT, ABUSE, VANDALISM, NEGLIGENCE OR AN ACT OF GOD INCLUDING BUT NOT LIMITED TO SNOW, ICE OR HAIL; (b) FAILURE TO PROPERLY CARE FOR OR MAINTAIN THE VEHICLE; (c) FAILURE TO PROPERLY OPERATE VEHICLE; (d) USING THE VEHICLE FOR COMPETITIVE SPEED EVENTS; (e) PULLING A TRAILER THAT EXCEEDS THE RATED CAPACITY OF THE VEHICLE; (f) TAMPERING WITH THE EMISSION SYSTEM; (g) USE OF DIRTY FLUIDS OR FUELS OR OTHER FLUIDS NOT RECOMMENDED BY THE MANUFACTURER; OR (h) MODIFICATIONS NOT APPROVED OR RECOMMENDED BY THE MANUFACTURER.	INITIALS	\$	\$	LABOR AMOUNT	
				PARTS AMOUNT	
				GAS, OIL, LUBE	
				SUBLET AMOUNT	
				MISC. CHARGES	
				TOTAL CHARGES	
I acknowledge notice and oral approval of an increase in the original estimated price.	CUSTOMER SIGNATURE			LESS INSURANCE	
				SALES TAX	
				PLEASE PAY THIS AMOUNT	

WARNING Motor vehicle contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including, but not limited to, oil, oil filters, brakes, and wheel bearing greases. When you service, clean or maintain your car, you will be exposed to these chemicals contained in used oil, brake and replacement fluids, fumes, greases, grime, wash-up paint, certain replacement parts, and power windows. To minimize your exposure when servicing, maintaining or cleaning your vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to product use and maintenance of your vehicle and vehicle components.
(Printed in accordance with Proposition 65, California Health & Safety Code, §26240.5 et seq.) For further information about Proposition 65, visit: www.p65.ca.gov

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UNIT# 1411036

391482



CARL BURGERS
DODGE CHRYSLER JEEP RAM WORLD
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LA MESA, CA 91942
(619) 463-9321
S.A.R. # ARD-263137 TAX ID 90-0524886

INVOICE

DUPLICATE 2
PAGE 2

FIVE STAR
★★★★★

LAKEVIEW, CA

HOME: [REDACTED] CONT: [REDACTED]
BUS: [REDACTED] CELL: [REDACTED]

DODGE CHRYSLER Jeep RAM

SERVICE ADVISOR: 331 FRANK PEREZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
GRANITE CR	14	RAM RAM 1500	1C6RR6LT6ES		32556/32569	T6364	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PG NO	RATE	PAYMENT	INV DATE
09DEC13 DD			17:00 10DEC15			CASH	11DEC15
REG OPENED:		READY	OPTIONS: STK:1411036 DLR:NONE				

14:32 07DEC15 16:10 11DEC15

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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18R23182 Safety Recall R23 - Reprogram Occupant
Restraint Control Module - Reprogram
Reprogram ORC Module (1 - Semi-Skilled)

815 W 0.20

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: (N/C) 0.00

Reprogram ORC module 18-R2-31-82 0.2 hours
TECH#815

E RECALL R36 STEERING WHEEL WIRING

08R36182 Safety Recall R36 - Steering Wheel
Wiring - Test and remove for repair Inspect
Steering Wheel Wiring, Install Steering
Wheel Airbag Back Post Covers and Reroute
Steering Wheel Wiring Harness (2 - Skilled)

815 W 0.40

2 CBXFR361AA CAP

1 4856500 TIESTRAP-TIE

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: (N/C) 0.00

Inspect steering wheel wiring,
install steering wheel airbag
back-cover post covers and reroute
steering wheel wiring 08-R3-61-82 0.4 hours
TECH#815

F RECALL R40 RADIO SECURITY

18R40182 Safety Recall R40 - Radio Security
Vulnerability - Reprogram Inspect Radio
Software Level and Perform Software Update
(0 - Low Skilled)

815 W 0.40

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: (N/C) 0.00

INITIALS	DESCRIPTION	TOTALS
***** MOPAR PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST, UNLESS FAILURE DETERMINED TO BE THE RESULT OF (a) FIRE, ACCIDENT, ABUSE, VANDALISM, NEGLIGENCE OR AN ACT OF GOD INCLUDING BUT NOT LIMITED TO SNOW, ICE OR FLOOD; (b) FAILURE TO PROPERLY CARE FOR OR MAINTAIN THE VEHICLE; (c) FAILURE TO PROPERLY OPERATE VEHICLE; (d) USING THE VEHICLE FOR COMPETITIVE SPEED EVENTS; (e) PULLING A TRAILER THAT EXCEEDS THE RATED CAPACITY OF THE VEHICLE; (f) TAMPERING WITH THE EMISSION SYSTEM; (g) USE OF DIRTY FLUIDS OR FUELS, OR OTHER FLUIDS NOT RECOMMENDED BY THE MANUFACTURER; OR (h) MODIFICATIONS NOT APPROVED OR RECOMMENDED BY THE MANUFACTURER.	LABOR AMOUNT	
	PARTS AMOUNT	
	GAS, OIL, LUBE	
	SUBLET AMOUNT	
	MISC. CHARGES	
***** LIMITED WARRANTY ON MOPAR PARTS & LABOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS OTHERWISE SPECIFIED.	TOTAL CHARGES	
	LESS INSURANCE	
	SALES TAX	
***** PLEASE PAY THIS AMOUNT		

WARNING: Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including but not limited to, fuel, oil, battery, brake, and other fluids. When you service your car, you will be exposed to these chemicals. To minimize your exposure, use proper ventilation, wear protective clothing, and use proper disposal techniques. For more information, visit the California Air Resources Board website at <http://www.arb.ca.gov>.

Printed in accordance with Proposition 65 in California, Safety Code 26248.5 or 26249.5. For further information about Proposition 65, visit <http://www.arb.ca.gov>.

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UNIT# 1411036

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LA MESA, CA 91942
(619) 463-9321
B.A.R. # ARD-263137 TAX ID 90-0524985

DUPLICATE 2
PAGE 1

FIVE STAR



LAKEVIEW, CA
HOME: [REDACTED] CONT: [REDACTED]
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 331 FRANK PEREZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
GRANITE CR	14	RAM RAM 1500	1C6RR6LT6E5		32556/32569	T6364	
DEL DATE	PROD DATE	WARR EXP.	PROMISED	PO NO	RATE	PAYMENT	INV DATE
09DEC13 DL			17:00 10DEC15			CASH	11DEC15
R.O. OPENED		READY	OPTIONS: STK:1411036 DLR:NONE				

14:32 07DEC15	16:10 11DEC15	LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
---------------	---------------	------	--------	------	------	-------	------	-----	-------

A CUST STATES THE VEHICLE IS STILL STALLING OUT AND THE SHIFTER DIAL IS FLASHING WHEN THIS HAPPENS HAS TO TURN VEHICLE OFF THEN ON TO RESET IT SO IT STARTS
25 EMISSIONS

815 WN 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
NO FAULT CODES ARE PRESENT, PCM IS ALREADY RUNNING ON LATEST SOFTWARE, NO BULLETINS APPLY TO THIS CONCERN. THIS IS A ON GOING COMPLAINT BUT WE HAVE NOT BEEN ABLE TO DUPLICATE IT (REFER TO VEHICLE HISTORY).

B PERFORM VISUAL VEHICLE INSPECTION PER CHECK SHEET, INSPECT AND ADVISE FLUID CONDITION AND LEVELS
2600 PERFORM VISUAL VEHICLE INSPECTION PER CHECK SHEET, INSPECT AND ADVISE FLUID CONDITION AND LEVELS

815 CP 0.00 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
VEHICLE OVERDUE FOR 30K SERVICE

C INSPECT AND ADJUST TIRE PRESSURE TO DOOR PLACARD, IN ADDITION COMPLETION OF THIS ASSURES THAT THE REPAIRS AND SERVICES PERFORMED HAVE BEEN INSPECTED BY A QUALIFIED TECHNICIAN AND SUCCESSFULLY COMPLETED.

TP INSPECT AND ADJUST TIRE PRESSURE TO DOOR PLACARD, IN ADDITION COMPLETION OF THIS ASSURES THAT THE REPAIRS AND SERVICES PERFORMED HAVE BEEN INSPECTED BY A QUALIFIED TECHNICIAN AND SUCCESSFULLY COMPLETED.
815 CP 0.00 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
SET ALL TIRE PRESSURES TO THE DOOR PLACARD.

D RECALL R23 REPROGRAM ORC

MOPAR PARTS ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST, UNLESS FAILURE DETERMINED TO BE THE RESULT OF (a) FIRE, ACCIDENT, ABUSE, VANDALISM, NEGLIGENCE OR AN ACT OF GOD INCLUDING BUT NOT LIMITED TO: (b) ICE OR FLOODING; (c) FAILURE TO PROPERLY CARE FOR OR MAINTAIN THE VEHICLE; (d) FAILURE TO PROPERLY OPERATE VEHICLE; (e) USING THE VEHICLE FOR COMPETITIVE SPEED EVENTS; (f) PULLING A TRAILER THAT EXCEEDS THE RATED CAPACITY OF THE VEHICLE; (g) TAMPERING WITH THE EMISSION SYSTEM; (h) USE OF DIRTY FLUIDS OR FUELS; OR OTHER FLUIDS NOT RECOMMENDED BY THE MANUFACTURER; OR (i) MODIFICATIONS NOT APPROVED OR RECOMMENDED BY THE MANUFACTURER.		The Service Department is open Monday through Friday 7:00 a.m. to 6:00 p.m. Parts Department Monday through Friday 8:00 a.m. to 6:00 p.m. Body Shop Monday through Friday 7:30 a.m. to 6:00 p.m. Please visit our website at www.CARLBURGERS.COM		ORIGINAL ESTIMATE	TOTAL AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
LIMITED WARRANTY ON PARTS AND LABOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST, UNLESS FAILURE DETERMINED TO BE THE RESULT OF (a) FIRE, ACCIDENT, ABUSE, VANDALISM, NEGLIGENCE OR AN ACT OF GOD INCLUDING BUT NOT LIMITED TO: (b) ICE OR FLOODING; (c) FAILURE TO PROPERLY CARE FOR OR MAINTAIN THE VEHICLE; (d) FAILURE TO PROPERLY OPERATE VEHICLE; (e) USING THE VEHICLE FOR COMPETITIVE SPEED EVENTS; (f) PULLING A TRAILER THAT EXCEEDS THE RATED CAPACITY OF THE VEHICLE; (g) TAMPERING WITH THE EMISSION SYSTEM; (h) USE OF DIRTY FLUIDS OR FUELS; OR OTHER FLUIDS NOT RECOMMENDED BY THE MANUFACTURER; OR (i) MODIFICATIONS NOT APPROVED OR RECOMMENDED BY THE MANUFACTURER.		NOT LIABLE FOR LOSS/DAMAGE TO CAR/ITEMS LEFT IN CAR DUE TO FIRE OR THEFT OR CAUSES BEYOND OUR CONTROL.		\$	\$	LABOR AMOUNT	
INITIALS _____		LIMITED WARRANTY ON MOPAR PARTS & LABOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS OTHERWISE SPECIFIED.		I acknowledge notice and oral approval of an increase in the original estimated price.		PARTS AMOUNT	
				CUSTOMER SIGNATURE _____		GAS, OIL, LUBE	
						SUBLET AMOUNT	
						MISC. CHARGES	
						TOTAL CHARGES	
						LESS INSURANCE	
						SALES TAX	
						PLEASE PAY THIS AMOUNT	

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Printed in accordance with Proposition 65 in CA Health & Safety Code 25249.0. For further information about Proposition 65: <http://www.p65.ca.gov/info65.html>

CUSTOMER COPY

PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup
Stango NCDS nonbinding arb
notice



National Center for Dispute Settlement

June 26, 2015

12900 Hall Road • Suite 401

Sterling Heights, MI 48313

(800) 777-8119

(586) 226-2470

Fax: (586) 226-2559

[REDACTED]
New Providence, NJ [REDACTED]

RE: CASE # [REDACTED]

Dear [REDACTED]

This will confirm your decision to select the EDS process administered by the National Center for Dispute Settlement (NCDS). Accordingly, we have appointed arbitrator, Joe Ventola, to hear and decide your claim.

Enclosed are the "Rules & Procedures for the Expedited Dispute Settlement (EDS) of Auto Warranty Disputes." Please review them carefully so that you are familiar with the process. While the EDS process is not a "Lemon Law" proceeding, the Arbitrator will consider the State "Lemon Law" in discussing and resolving your claims. You should be familiar with that law and be prepared to present relevant evidence, including ALL SERVICE REPAIR RECORDS.

You may be contacted by NCDS prior to the hearing date in an attempt to help you and Chrysler Group LLC (Chrysler) reach a voluntary agreement to resolve your dispute. Your cooperation in this preliminary mediation process is strictly voluntary, but may prove to be beneficial in resolving your dispute. Your cooperation in this mediation process will not, in any event, preclude you from exercising your rights under the EDS process.

NCDS will be responsible for monitoring the progress of this case and will be happy to answer any questions you may have about the EDS process.

Sincerely,

NCDS

Rosemary Bass x.114

Case Administrator

Enclosure: as noted

cc: Customer Relations Manager, Chrysler Group LLC
Salerno Duane, Inc.
Joe Ventola



National Center for Dispute Settlement

June 26, 2015

12900 Hall Road • Suite 401

Sterling Heights, MI 48313

(800) 777-8119

(586) 226-2470

Fax: (586) 226-2559

[REDACTED]
New Providence, NJ [REDACTED]

RE: CASE # [REDACTED]

Dear [REDACTED]

Your request for arbitration has been received. The arbitration process has jurisdiction on service issues related to Chrysler Group LLC (Chrysler) New Vehicle Limited Warranties, which cover repair to any part that Chrysler supplies that is defective in materials or workmanship under normal use for a period of 3 years / 36,3000 miles or under the Cummins Diesel Warranty for a period of 5 years/60,000 miles. Therefore, items/systems not covered under the 3 years / 36,000 miles warranty, such as the damage from accident, are not eligible for the arbitration process. However, those items/systems covered under the vehicle's 5 year/100,000 miles Cummins Diesel warranty, Transmission, and for 3 years / 36,000 miles are headlights, air duct and rear end, appear to fall within the parameters for eligibility and have been assigned the case number shown above.

You will receive a call from NCDS to confirm which process you have selected. If you selected a single decision maker and an oral hearing, you will receive additional information to inform you of the date, time and location of your hearing. If you do not appear at the scheduled hearing, Chrysler Group LLC (Chrysler) and/or the dealer will still be entitled to make their presentation. If you do not want to make an oral presentation and you selected a 3-person panel, your dispute will be decided on the basis of documents submitted by all involved parties. You do not need to be present at a "documents only" decision process.

NCDS and/or Chrysler may contact you in an attempt to mediate the dispute prior to the arbitration hearing. If you agree to a settlement, the terms of the agreement will be put in writing and you will be asked to sign the settlement agreement. Your case will then be closed. If you do not agree to any settlement, a decision will be issued after your scheduled hearing or panel review. You will receive a written decision by the arbitrator within 10 days after the hearing or panel review. You may either accept or reject the decision. If you accept the decision, Chrysler and/or the Dealer will comply with the decision within the time stipulated. If you reject the decision, your case will be closed and you will be free to take any further action you choose.

If you need any information about your case, you may call NCDS at 866-662-4639.

Sincerely,

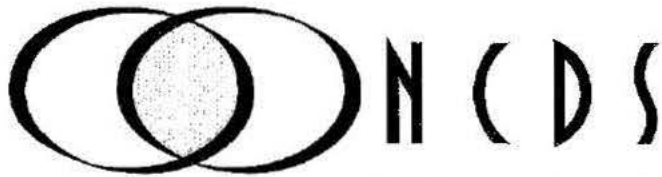
NCDS

Rosemary Bass x.114
Case Administrator

A handwritten signature in dark ink, appearing to read "RBass", is written over the typed name and title.

Enclosures: as noted

cc: Customer Relations Manager, Chrysler Group LLC



National Center for Dispute Settlement

June 26, 2015

12900 Hall Road • Suite 401

Sterling Heights, MI 48313

(800) 777-8119

(586) 226-2470

Fax: (586) 226-2559

[REDACTED]
New Providence, NJ [REDACTED]

RE: CASE # [REDACTED]

Dear [REDACTED]

After further review, your request appears to meet the Customer Arbitration Process requirements for jurisdiction and has been assigned the case number shown above. Accordingly, you will receive a call from NCDS to confirm which process you have selected. If you selected a single decision maker and an oral hearing, you will receive additional information to let you know when and where your hearing will take place. If you do not appear at the scheduled hearing, Chrysler Group LLC (Chrysler) will still be entitled to make their presentation. If you do not want to make an oral presentation and you selected a 3-person panel, your dispute will be decided on the basis of documents submitted by all involved parties. You do not need to be present at a "documents only" decision process.

NCDS and/or Chrysler may contact you in an attempt to mediate the dispute prior to the arbitration hearing. If you agree to a settlement, the terms of the agreement will be put in writing and you will be asked to sign the settlement agreement. Your case will then be closed. If you do not agree to any settlement, a decision will be issued after your scheduled hearing or panel review. You will receive a written decision by the arbitrator within ten 10 days after the hearing or panel review. You may either accept or reject the decision. If you accept the decision, Chrysler will comply with the decision within the time stipulated. If you reject the decision, your case will be closed and you will be free to take any action you choose.

If you need any information about your case, you may call NCDS at 866-662-4639.

Sincerely,

NCDS

Rosemary Bass x.114
Case Administrator

A handwritten signature in dark ink, appearing to read "RBass", is written over the typed name of the Case Administrator.

Enclosures: as noted

cc: Customer Relations Manager, Chrysler Group LLC

Select One Below:Documents Only Hearing ☐In Person Oral Hearing ☒**FCA US LLC
Customer Claim Form****FOR NCDS USE****CASE NUMBER:****CUSTOMER NAME AND ADDRESS**

☒ Mr. First name [REDACTED] MI 5 Last name [REDACTED]
☐ Mrs. Street address [REDACTED]
☐ Ms. [REDACTED]
City New Haven State CT Zip Code [REDACTED]
Day phone [REDACTED] Evening phone [REDACTED] Email [REDACTED]

VEHICLE INFORMATION

Name(s) that appears on the vehicle title: FEDERAL FINE PROTECTION INC.
Is this a leased vehicle: Yes ☐ No ☒ Delivery Date: 1 1
Was this vehicle purchased used? Yes ☐ No ☒ Is vehicle used by a business? Yes ☒ No ☐ % of use 100
Make: Dodge Ram Model: 150 Year: 2013 Current mileage: 29650
Vehicle Identification Number: 1C6-RR7HT1DS- [REDACTED]
Selling dealer and address: SACERNO + DUANE Summit CT 07901
Dominant Servicing Dealer: Same

VEHICLE PROBLEM(S) (Attach legible copies of applicable repair orders or other documents that support your complaint)

Problem	List dealer(s) which have repaired or attempted repair (include city & state).	List the date, mileage, and repair order number for each repair attempt.	Does the problem currently exist? (Circle)	
Example: A/C won't cool properly	Autoworld, Inc Anytown, VA	4/23/99 3,500 miles #B73540	Yes	No
HEAD LIGHTS REPAIRED 3-TIME	SACERNO + DUANE 3-TIME 2nd time FIX	2,000	Yes	No
CAR WAS HIT PRIOR TO MY PURCHASE, LEAK	SACERNO + DUANE		Yes	No
Front End WAS PAINTED	SACERNO + DUANE		Yes	No
TRANS + REAR - WENT BAD	Autoworld KTCR NY		Yes	No
LEAK, HEAD LIGHTS	Fullerton Ford KTCR	29,650	Yes	No

Air Duct Repair Control Arm

Has the vehicle been involved in an accident?

☐ YES ☒ NO

If YES, give date of accident:

Specify damaged area:

Resolution Sought:Repurchase ☐Replacement ☒Repair ☐Reimbursement ☐

X

SIGNATURE(S)

DATE

Return all copies of this form to:

National Center for Dispute Settlement
P.O. Box 727
Mt. Clemens, MI 48046
(or email to: info@ncdsusa.org)

CUSTOMER #: 503247

13007



INVOICE

FULLERTON

FORD · CHRYSLER · JEEP · DODGE · RAM
FIAT · ALFA ROMEOROUTE 22 EAST · P.O. BOX 718
SOMERVILLE, NEW JERSEY 08876
TELEPHONE (908) 722-2500

NEW PROVIDENCE, NJ

PAGE 1

HOME: [REDACTED]
BUS: [REDACTED]CONT: [REDACTED]
CELL: [REDACTED]

SERVICE ADVISOR: 657 MARY GROZA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	13	RAM TRUCKS 1500	1C6RR7HT1DS [REDACTED]	D98DPF	29635/29639	T806	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
03OCT13 IS							
03OCT13 DE			17:00 17JUL15		0.00	CASH	24JUN15

R.O. OPENED

READY

OPTIONS: DLR:66932 ENG:5.7 Liter

12:02 16JUN15 16:32 24JUN15

LINE OPCODE TECH TYPE HOURS

A CUST STATES WATER LEAKING FROM DRIVER'S SIDE DRIPS ONTO DRIVER'S SIDE FLOOR

BT BODY AND TRIM

99 W 0.00

SUBL WATER DR PO#C1902

W

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:
29635 R & I INTERIOR TRIM TO GAIN ACCESS-WATER TEST VEHICLE, FOUND
COWL BODY SEAM LEAKING-RESEALED BODY SEAM AND RE-WATER TEST-NO MORE
LEAK

(N/C)

(N/C)

0.00

B CUST STATES WASHER FLUID ALWAYS READS EMPTY WHEN FULL

BE BODY ELECTRICAL

894 W 0.40

1 5152029AB SENSOR-WASHER FLUID LEVEL

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:
29635 WASHER FLUID SENSOR INTERNAL SHORTED-FAULTY SENSOR R/R WASHER
SENSOR TESTED NPF

(N/C)

(N/C)

0.00

C CUST STATES DRIVER'S MASTER WINDOW SWITCH LIGHT OUT

BE BODY ELECTRICAL

894 W 0.30

1 68110867AB SWITCH-FRONT DOOR

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C:
29635 TECH FOUND THAT THE SWITCH HAS AN INTERNAL FAULT, TECH
REPLACED SWITCH RE TESTED ALL OK AT THIS TIME

(N/C)

(N/C)

0.00

D CUST STATES BOTH FRONT HEADLIGHT ASSEMBLIES FOG UP-TOP PART OF
ASSEMBLIES CRACKED, R/S HAS PIECE IN ASSEMBLY

BE BODY ELECTRICAL

894 W 0.60

1 68093216AD HEADLAMP-HEADLAMP PARK AND TURN

1 68093217AD HEADLAMP-HEADLAMP PARK AND TURN

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D:

(N/C)

(N/C)

(N/C)

0.00

FORD
Parts (908) 722-2502
Service (908) 722-2501

CHRYSLER/JEEP/DODGE
Parts (908) 722-2503
Service (908) 722-2560

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

PAYMENT TERMS: STRICTLY CASH UNLESS prior arrangements made.

CUSTOMER #: 503247

13007



INVOICE

FULLERTON

FORD · CHRYSLER · JEEP · DODGE · RAM

FIAT · ALFA ROMEO

ROUTE 22 EAST · P.O. BOX 718

SOMERVILLE, NEW JERSEY 08876

TELEPHONE (908) 722-2500

PAGE 2

NEW PROVIDENCE NJ

HOME

CONT:

BUS:

CELL:

SERVICE ADVISOR: 657 MARY GROZA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	13	RAM TRUCKS 1500	1C6RR7HT1DS	D98DPF	29635/29639	T806	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
03OCT13 IS							
03OCT13 DL			17:00 17JUL15		0.00	CASH	24JUN15
R.O. OPENED		READY	OPTIONS: DLR:66932 ENG:5.7_Liter				
12:02 16JUN15		16:32 24JUN15					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

29635 found both front head lamps cracked on mounting bracket due to faulty casting on head light r/r both front head lamps and leveled npf

E CUST STATES WHEN DRIVING ON HIGHWAY IN ABOUT 4TH GEAR-IF YOU GIVE IT GAS BACK END GOES TO THE RIGHT-IF LET OFF REAR END GOES TO THE LEFT

SS STEERING AND SUSPENSION

894 W 0.30

2 4877161AC ARM-LOWER CONTROL

(N/C)

(N/C)

SS STEERING AND SUSPENSION

894 W 0.30

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E:

0.00

29635 found both rear lower control arms worn allowing rear dif to move back and forth r/r both rear lower control arms tested npf

F 20 PT INSPECTION

CAUSE: CUSTOMER TO RECEIVE 27 POINT INSP

C99P PERFORM 27 POINT INSPECTION PER REPORT CARD

894 W 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F:

(N/C)

0.00

G** TECH FOUND PINION SEAL LEAKING

SS STEERING AND SUSPENSION

894 W 1.20

1 68056356AA SEAL-DRIVE PINION

(N/C)

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G:

0.00

29635 found faulty rear pinion seal leaking r/r rear pinion seal

H** CUST STATES A/C VENT ON D/S BY WINDOW INOP

BT BODY AND TRIM

894 W 2.00

1 1WP30DX9AC OUTLET-AIR CONDITIONING & HEATER

(N/C)

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H:

0.00

FORD
Parts (908) 722-2502
Service (908) 722-2501

CHRYSLER/JEEP/DODGE
Parts (908) 722-2503
Service (908) 722-2560

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

PAYMENT TERMS: STRICTLY CASH UNLESS prior arrangements made.

CUSTOMER #: 503247

13007



INVOICE

FULLERTON

FORD · CHRYSLER · JEEP · DODGE · RAM

FIAT · ALFA ROMEO

ROUTE 22 EAST · P.O. BOX 718
SOMERVILLE, NEW JERSEY 08876
TELEPHONE (908) 722-2500

PAGE 3

NEW PROVIDENCE NJ

HOME: [REDACTED] CONT: [REDACTED]

BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 657 MARY GROZA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	13	RAM TRUCKS 1500	1C6RR7HT1DS [REDACTED]	D98DPF	29635/29639	T806	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
03OCT13 IS							
03OCT13 DE			17:00 17JUL15		0.00	CASH	24JUN15
R.O. OPENED		READY	OPTIONS: DLR:66932 ENG:5.7 Liter				
12:02 16JUN15		16:32 24JUN15					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
29635					Found far left vent stuck closed removed vent found arm to open and close vent broken off faulty clipe on vent r/r left vent tested npf		

FORD
 Parts (908) 722-2502
 Service (908) 722-2501

CHRYSLER/JEEP/DODGE
 Parts (908) 722-2503
 Service (908) 722-2500

PAYMENT TERMS: STRICTLY CASH UNLESS prior arrangements made.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SURLEY 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

AS RECOMMENDED BY FULLERTON AUTOMOTIVE

CustomerCare

at your service

Name: [REDACTED]

Year/Model: 2013 Ram

Date: 6/16/15

License Plate: [REDACTED]

VIN: [REDACTED]

Repair Order #: 13007

REPORT CARD

CHECKED AND OKAY

MAY REQUIRE FUTURE ATTENTION

EVERY 5,000 (OR 3,000) MILES:

☒ Check operation of horn, interior lights (map light/trunk/dome/glove), exterior lamps, turn signals, hazard warning lights, and brake lights

☒ Check windshield washer spray, wiper operation, and wiper blades

☒ Inspect half shaft boots, if equipped

☒ Visually inspect exhaust system for leaks, damage, loose parts, and remove any foreign material trapped by shielding

☒ Inspect and lubricate drive shaft, transmission, u-joints, and transmission shift linkage (if equipped)

☒ Inspect and lubricate steering and steering linkages

☒ Inspect and lubricate suspension

☒ Visually inspect radiator, heater, and air conditioning hoses for leaks or damage

CHECK AND FILL

☐ 4x4 transfer case, front drive axle, and clutch reservoir fluid (truck only)

☐ Transmission fluid

☐ Brake fluid

☐ Power steering fluid

☐ Coolant recovery reservoir fluid

☐ Window washer fluid

EVERY 15,000 MILES:

(Plus above items)

☒ Inspect brake system including lines, hoses and parking brake

☒ Inspect engine cooling system, hoses, clamps

☒ Inspect non-neoprene accessory drive belt (only at 105,000-mile interval)

EVERY 30,000 MILES:

(Plus above items)

☒ Inspect clutch operation*

☒ Inspect evaporative fuel system hoses and tubes (only at 60,000- and 120,000-mile intervals)*

☒ Visually inspect battery and clean terminals (if required)

☒ Inspect neoprene accessory/drive belt (not required at 30,000 miles)*

REPORT CARD

CHECKED AND OKAY

MAY REQUIRE FUTURE ATTENTION

NON-MILEAGE RELATED CHECKS: (Optional)

☒ Inspect shocks/struts for excessive bounce, leaks and damage

☒ Inspect windshield for cracks, chips, and pitting

☒ Check battery performance

☒ Visually inspect for oil/fluid leaks

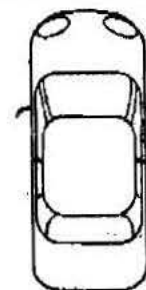
BRAKES & TIRES

LF

☒ Brake Lining _____ mm
☒ Tire Tread _____ 32nds
☒ Wear Pattern _____
☒ Tire Pressure _____ psi

RF

☒ Brake Lining _____ mm
☒ Tire Tread _____ 32nds
☒ Wear Pattern _____
☒ Tire Pressure _____ psi

☐ BRAKE INSPECTION NOT REQUIRED THIS VISIT


LR

☒ Brake Lining _____ mm
☒ Tire Tread _____ 32nds
☒ Wear Pattern _____
☒ Tire Pressure _____ psi

RR

☒ Brake Lining _____ mm
☒ Tire Tread _____ 32nds
☒ Wear Pattern _____
☒ Tire Pressure _____ psi

Comments:

- Both head lamps
 - Driver master window switch
 - Washer sensor
 - LR lower control arm
 - rear pinion

Technician: _____

Service Advisor: _____

This Courtesy Inspection completed by your
 Customer Care Service Team

SALERNO ★ DUANE

267 BROAD STREET - SUMMIT, NJ 07901
(908) 277-6700

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday

R/O Open Date	R/O Number
10/14/13	5028494/1
R/O Close Date	Status
10/15/13	Pre-Invoice
Mileage In	Mileage Out
1138	1139
Service Advisor / Tag #	
BUSTER NICHOLS/507	

NEW PROVIDENCE, NJ			Work Phone	Vehicle Identification Number	
			908-413-0418	1C6RR7HT1D5	
			Home Phone	Delivery Date	In-Service Date
			908-464-7066	10/03/13	5/28/13
Year	Make	Model	Body	Color	License Number
2013	RAM	1500	4WD QUAD CAB 140.	BRIGHT WHI	
DS599285					

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
#1 - 35PNZ: RECALLS/CAMPAIGNS RRT 13-056 Work performed by RH235 TECH COMPLETED RRT	(235)	Warranty
#2 - 35PNZ: RECALLS/CAMPAIGNS RRT 13-050 Work performed by RH235 TECH COMPLETED RRT	(235)	Warranty
#3 - 35PNZ: RECALLS/CAMPAIGNS TSB 13-071 Work performed by RH235 TECH COMPLETED RRT	(235)	Warranty
	LABOR	.00
	PARTS	.00
	DEDUCTIBLE	.00
	SUBLET	.00
	SHOP SUPPLIES	.00
	MISC CHARGES	.00
	SALES TAX OR TAX I.D.	.00
	SPECIAL ORDER DEPOSIT	.00
	DISCOUNTS	.00
	TOTAL DUE	.00

SALERNO ★ DUANE

267 BROAD STREET - SUMMIT, NJ 07901
(908) 277-6700

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday

R/O Open Date	R/O Number
8/14/14	5034268/2
R/O Close Date	Status
8/20/14	Reprint
Mileage In	Mileage Out
16566	16567
Service Advisor / Tag #	
JENNIFER SCIOSC/406	

FEDERAL FIRE PROTECTION INC			Work Phone	Vehicle Identification Number	
47 INDUSTRIAL RD				1C6RR7HT1D5	
BERKELEY HEIGHTS, NJ 07922			Home Phone	Delivery Date	In-Service Date
			908-665-9230	10/03/13	5/28/13
Year	Make	Model	Body	Color	License Number
2013	RAM	1500	4WD QUAD CAB 140.	BRIGHT WHI	
DS599285					

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
Work performed by RH235(235) VERIFY LOWER RADIATOR HOSE MAKING CONTACT WITH TRANS-COOLER LINES INSPECTED NO DAMAGE NO MOUNTINGS MISSING COMPARED TO HEMI EQUIPPED RAM FOUND SAME CONTACT NO TSBS OR UPDATES OPERATING AS DESIGNED		Warranty
	LABOR	.00
	PARTS	.00
	DEDUCTIBLE	.00
	SUBLET	.00
	SHOP SUPPLIES	.00
	MISC CHARGES	.00
	SALES TAX OR TAX I.D.	XXXXXX6201 .00
	SPECIAL ORDER DEPOSIT	.00
	DISCOUNTS	.00
	TOTAL DUE	.00

SALERNO ★ DUANE267 BROAD STREET - SUMMIT, NJ 07901
(908) 277-6700SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday

R/O Open Date	R/O Number
10/14/13	5028494/1
R/O Close Date	Slaws
10/16/13	Reprint
Mileage In	Mileage Out
1138	1139
Service Advisor / Tag #	
BUSTER NICHOLS/507	
Vehicle Identification Number	
1C6RR7HT1DS	
Delivery Date	In-Service Date
10/03/13	5/28/13
Color	License Number
BRIGHT WHI	

NEW PROVIDENCE, NJ 07974			Work Phone	908-413-0418
			Home Phone	908-464-7066
Year	Make	Model	Body	
2013	RAM	1500	4WD QUAD CAB 140	
DS599285				

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 35PNZ: RECALLS/CAMPAIGNS RRT 13-056 Corrected by 18600292: (ZZ) Work performed by RH235(235) Caused by 13056 TECH COMPLETED RRT	Warranty
#2 - MR 35PNZ: RECALLS/CAMPAIGNS RRT 13-050 Corrected by 18191292: (FM) Work performed by RH235(235) Caused by 13050 TECH COMPLETED RRT	Warranty
#3 - MR 35PNZ: RECALLS/CAMPAIGNS TSB 13-071 Corrected by 186002AB: (ZZ) Work performed by RH235(235) Caused by 13071 TECH COMPLETED RRT	Warranty
	LABOR .00
	PARTS .00
	DEDUCTIBLE .00
	SUBLET .00
	SHOP SUPPLIES .00
	MISC CHARGES .00
	SALES TAX OR TAX I.D. .00
	SPECIAL ORDER DEPOSIT .00
	DISCOUNTS .00
	TOTAL DUE .00
X	

(c) 2008 DEAR EFT-Trustee, NACHA, Inc. - Debitcard Application Group (DCA) 0045-1020

SALERNO ★ DUANE

267 BROAD STREET - SUMMIT, NJ 07901
(908) 277-6700

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday

R/O Open Date	R/O Number
8/18/14	5034348/1
R/O Close Date	Status
8/20/14	Reprint
Mileage In	Mileage Out
16566	16567
Service Advisor / Tag #	
JENNIFER SCIOSC/406..	

FEDERAL FIRE PROTECTION INC			Work Phone		Vehicle Identification Number	
47 INDUSTRIAL RD					1C6RR7HT1DS	
BERKELEY HEIGHTS, NJ 07922			Home Phone		Delivery Date	
			908-665-9230		10/03/13	
					In-Service Date	
					5/28/13	
Year	Make	Model	Body		Color	License Number
2013	RAM	1500	4WD QUAD CAB 140.		BRIGHT WHI	
DS599285						

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
Email: REFUSED AR#:		
#1 - MR 35PNZ: RECALLS/CAMPAIGNS TSB # 21-008-14 Corrected by 1819059R: (FM) Work performed by RH235(235) Caused by SOFTWARE UPDATE TCM PERFORMED TSB # 21-008-14		Warranty
#2 - MR 35PNZ: RECALLS/CAMPAIGNS TSB # 08-010-14 Corrected by 18192790: (FM) Work performed by RH235(235) Caused by SCCM SOFTWARE UPDATE PERFORMED TSB # 08-010-14		Warranty
#3 - MR 35PNZ: RECALLS/CAMPAIGNS TSB# 08-018-13 Corrected by 1819029M: (FM) Work performed by RH235(235) Caused by DDM SOFTWARE UPDATE PERFORMED TSB # 08-018-13		Warranty
	LABOR	.00
	PARTS	.00
	DEDUCTIBLE	.00
	SUBLET	.00
	SHOP SUPPLIES	.00
	MISC CHARGES	.00
	SALES TAX OR TAX I.D.	XXXXXX6201 .00
	SPECIAL ORDER DEPOSIT	.00
	DISCOUNTS	.00
	TOTAL DUE	.00

X

SALERNO ★ DUANE267 BROAD STREET - SUMMIT, NJ 07901
(908) 277-6700SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday

R/O Open Date	R/O Number
10/14/13	5028495/1
R/O Close Date	Status
10/15/13	Pre-Invoice
Mileage In	Mileage Out
1138	1139
Service Advisor / Tag #	
BUSTER NICHOLS/507.	
Vehicle Identification Number	
1C6RR7HT1DS	
Delivery Date	In-Service Date
10/03/13	5/28/13
Color	License Number
BRIGHT WHI	

NEW PROVIDENCE, NJ

Work Phone

908-413-0418

Home Phone

908-464-7066

Body

4WD QUAD CAB 140.

Year

2013

Make

RAM

Model

1500

DS599285

DESCRIPTION OF SERVICE AND PARTS

AMOUNT

#1 - 27PNZ: BODY EXTERIOR

C/S BOTH FRONT HEADLAMPS AND FOGLAMPS ARE GETTING
MOISTURE INSIDE

Work performed by RH235

(235)

TECH CONTACTED STAR CENTER AND WAS ADVISED TO PERF
ORM FRONT LAMP UNIT MOISTURE CLEARING, APPLIED DIE
LECTRIC GREASE ON THE CAPS ON THE BACK SIDE OF THE
LENSES AS PER CHRYSLER STAR.

Warranty

#2 * 35PNZ: RECALLS/CAMPAIGNS

N35 RECALL

Work performed by RH235

(235)

TECH COMPLETED N35 RECALL FLASHED BCM

Warranty

Hood -

Remote - Wheels + SEAT ARMED
Remote START

LABOR

.00

PARTS

.00

DEDUCTIBLE

.00

SUBLET

.00

SHOP SUPPLIES

.00

MISC CHARGES

.00

SALES TAX OR TAX I.D.

.00

SPECIAL ORDER DEPOSIT

.00

DISCOUNTS

.00

TOTAL DUE

.00

X

SALERNO ★ DUANE267 BROAD STREET - SUMMIT, NJ 07901
(908) 277-6700SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday

R/O Open Date	R/O Number
8/14/14	5034269/1
R/O Close Date	Status
8/22/14	Reprint
Mileage In	Mileage Out
16566	16567
Service Advisor / Tag #	
JENNIFER SCIOSC/406.	

FEDERAL FIRE PROTECTION INC			Work Phone	Vehicle Identification Number	
47 INDUSTRIAL RD				1C6RR7HT1DS	
BERKELEY HEIGHTS, NJ 07922			Home Phone	Delivery Date	In-Service Date
			908-665-9230	10/03/13	5/28/13
Year	Make	Model	Body	Color	License Number
2013	RAM	1500	4WD QUAD CAB 140.	BRIGHT WHI	
DS599285					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Email: REFUSED AR#:	
#1 - MR 14PNZ: FUEL SYSTEM CUSTOMER STATES UNDER LEFT REAR DOOR LEAKING FUEL OR SOME FLUID Caused by NONE Work performed by DV227(227) NO LEAKS DETECTED NO TSBS OR UPDATES VEHICLE OPERA TING TO SPEC	Internal
#2 * MR 08PNZ: ELECTRICAL ADDED OPERATION CUSTOMER STATES WIRING HARNESS HANGING DOWN UNDER DASH Work performed by DV227(227) NO CORRECTION NEEDED THIS IS HOW THE VEHICLE IS DE SIGNED ALL WIRING AND CONNECTIONS PROPERLY SECURED AND ROUTED VEHICLE OPERATING TO SPEC	Internal
#3 * MR 08PNZ: ELECTRICAL ADDED OPERATION CUSTOMER STATES KEY ISNT WORKING CORRECTLY HAS TO BE RIGHT UP ON CAR (ALREADY CHANGED BATTERY) Corrected by 08804420: (UP) ADDED OPERATION Work performed by RH235(235) Installed 56046956AC (FP):KEY FOB: INTEGRATED KEY Qty: 1 Caused by	Warranty Warranty
X	LABOR
	PARTS
	DEDUCTIBLE
	SUBLET
	SHOP SUPPLIES
	MISC CHARGES
	SALES TAX OR TAX I.D.
	SPECIAL ORDER DEPOSIT
	DISCOUNTS
	TOTAL DUE

SALERNO ★ DUANE267 BROAD STREET - SUMMIT, NJ 07901
(908) 277-6700SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday

R/O Open Date	R/O Number
8/14/14	5034269/2
R/O Close Date	Status
8/22/14	Reprint
Mileage In	Mileage Out
16566	16567
Service Advisor / Tag #	
JENNIFER SCIOSC/406.	
Vehicle Identification Number	
1C6RR7HT1DS	
Delivery Date	In-Service Date
10/03/13	5/28/13
Color	License Number
BRIGHT WHI	

FEDERAL FIRE PROTECTION INC
47 INDUSTRIAL RD
BERKELEY HEIGHTS, NJ 07922

Year	Make	Model	Work Phone	Home Phone	Body	Vehicle Identification Number	Delivery Date	In-Service Date	License Number
2013	RAM	1500		908-665-9230	4WD QUAD CAB 140.	1C6RR7HT1DS	10/03/13	5/28/13	
DS599285									

DESCRIPTION OF SERVICE AND PARTS

POOR SIGNAL FROM KEY.. FAULTY KEY
 VERIFIED CUSTOMER CONCERN NO FAULTS STORED NO TSBS
 OR UPDATES COMPARE WITH SIMILAR KEY RKE SIGNAL AN
 ALYZER FOUND POOR SIGNAL FOR KEY ISOLATE FAULTY KE
 Y REPLACED KEY

AMOUNT

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
MISC CHARGES	.00
SALES TAX OR TAX I.D.	XXXXXX6201 .00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

X

SALERNO ★ DUANE267 BROAD STREET - SUMMIT, NJ 07901
(908) 277-6700SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday

R/O Open Date	R/O Number
8/14/14	5034268/1
R/O Close Date	Status
8/20/14	Reprint
Mileage In	Mileage Out
16566	16567
Service Advisor / Tag #	
JENNIFER SCIOSC/406	
Vehicle Identification Number	
1C6RR7HT1DS	
Delivery Date	In-Service Date
10/03/13	5/28/13
Color	License Number
BRIGHT WHI	

FEDERAL FIRE PROTECTION INC 47 INDUSTRIAL RD BERKELEY HEIGHTS, NJ 07922			Work Phone	
Year	Make	Model	Home Phone	
2013	RAM	1500	908-665-9230	
DS599285			Body	
			4WD QUAD CAB 140.	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Email: REFUSED AR#:	
#1 - MR 31PNZ: DRIVEABILITY ENGINE CUSTOMER STATES CHECK ENGINE LIGHT ON Corrected by 181906Y9: (FM) Work performed by RH235 (235) Caused by P2017 INTAKE MANIFOLD RUNNER POSITION SENSOR CIRCUIT HIGH P2008 SHORT RUNNER VALVE CONTROL CIRCUIT P2016 SAME AS P2017 SOFTWARE UPDATE VIA TSB # 18-012-14 ADDRESSES THESE FAULTS IF MIL RETURNS FURTHER DIAGNOSIS WILL BE NEEDED	Warranty
#2 - MR 14PNZ: FUEL SYSTEM CUSTOMER STATES HAS DUCT TAPE ON RUBBER HOSES IN ENGINE BY FUEL RAIL Caused by FOUND VENT TUBE TAPED UP DAMAGE DUE TO RUBBING ENGINE COVER MISSING HOSE HITTING CASTING ON INTAKE MANIFOLD VEHICLE NEEDS TO BE RETURNED TO FACTORY SETTINGS TO DIAGNOSIS ANY FURTHER ISSUES Work performed by RH235 (235) NO CORRECTION	Internal
#3 - MR 31PNZ: DRIVEABILITY ENGINE CUSTOMER STATES RADIATOR HOSES RUBBING ON TRANSCOLLER LINES	
	LABOR
	PARTS
	DEDUCTIBLE
	SUBLET
	SHOP SUPPLIES
	MISC CHARGES
	SALES TAX OR TAX I.D.
	SPECIAL ORDER DEPOSIT
	DISCOUNTS
	TOTAL DUE

X

6/16/2015

Federal Fire Protection Mail - Autoland - Repair Order Added

Mike Stango <mstango@federalfireprotection.com>

Tue, Jun 2, 2015 at 4:49 PM

To: autolandservice@1800autoland.com

when i get on the gas it pulls to the right off to the left, driver side switch light out oil temp runs into the 260 degrees

If you have any questions please feel free to contact me any time.

Michael Stango Federal Fire Protection Office # (908-665-9230) cell # (908)-413-0418

[Quoted text hidden]

6/16/2015

Repair Order Results

Repair Order 36558 - 2013 RAM 1500 SPORT 4X4 QUAD CAB**Tag Number: 6659****License Plate: DP8DPK****Service Advisor: ALAN ROSENBERG - CHRYSLER SERVICE****Main Email Address:** MSTANGO@FEDERALFIREPROTECTION.COM**Alternate Email
Address:**[Update](#)

Item	Pay Type	Item Status	Concern	Correction
57	Factory Warranty	Done	R/A FOR 3 HRS DIAG TO REMOVE FRONT BUMPER FOR INSPECTION	REMOVED FRONT BUMPER AND TOOK PHOTOS; REINSTALLED BUMPER

Please contact your service advisor for complete details or to see if any changes have occurred since your most recent inquiry.

Last updated at: 06/16/15, 03:40p

6/18/2015

Federal Fire Protection Mail - Autoland - Repair Order Added



Mike Stango <mstango@federalfireprotection.com>

Autoland - Repair Order Added

2 messages

autolandservice@1800autoland.com <autolandservice@1800autoland.com>
To: MSTANGO@federalfireprotection.com

Wed, May 27, 2015 at 4:21 PM



To: Federal Fire Protection Inc

Thank you for bringing your vehicle in for service at Autoland. To better serve you, we have your repair status available on our web site. Our records show the following information:

Year: 2013
Make: RAM
Model: 1500
Repair Order: 36558

[Click here to view your repair status](#)

Please reply to this e-mail if you have any questions or if you need to reschedule your appointment.

Thank you for using Autoland for your service needs.

Alan Rosenberg - Chrysler Service
Service Advisor

Autoland
170 Route 22 East
Springfield, NJ 07081
1-800-AUTOLAND

-- Click here for valuable money saving coupons --



Mike Stango <mstango@federalfireprotection.com>

2013 Ram

3 messages

Lucca, Jeffrey <jeff.lucca@1800autoland.com>

Sat, Jun 6, 2015 at 10:01 AM

To: "mstango@federalfireprotection.com" <mstango@federalfireprotection.com>

Cc: "Rosenberg, Alan" <alan.rosenberg@1800autoland.com>, "Pistilli, Joseph" <joseph.pistilli@1800autoland.com>



As we all know, Dodge had sent you our way for a second opinion about the deficiencies with your Ram 1500. We have made attempts to contact you by phone over the past couple of days to no avail.

At this time we have determined that most of your problems are from prior collision damage to the front end. At this time we will work no further on the vehicle. And request that it be removed from the property. Should you need to settle matters with Dodge or your purchasing dealer, feel free to do so.

Again we cannot perform any work to the vehicle. If you want us to put the front fascia back on we will. We can compile pictures prior to doing so.

Please call me as soon as possible, so that we may conclude our business.

Best regards,

Jeffrey Lucca

Service Manager

Autoland Chrysler/ Jeep/ Dodge

973-467-6201

jeffrey.lucca@1800autoland.com

Mike Stango <mstango@federalfireprotection.com>

Tue, Jun 9, 2015 at 8:15 AM

To: CAC_Case_Manager@chrysler.com

Sent from my iPhone

Begin forwarded message:

Federal Fire Protection Mail - 2013 Ram

[Quoted text hidden]

<https://mail.google.com/mail/u/0/?ui=2&ik=ab9fedf909&view=pt&search=sent&th=14dc92d467ed666d8&siml=14dc92d467ed666d8&siml=14dd83f7e4082e93&sim...>

6/16/2015

Federal Fire Protection Mail - 2013 Ram

At this time we have determined that most of your problems are from prior collision damage to the front end. At this time we will work no further on the vehicle. And request that it be removed from the property. Should you need to settle matters with Dodge or your purchasing dealer, feel free to do so.

Again we cannot perform any work to the vehicle. If you want us to put the front fascia back on we will. We can compile pictures prior to doing so.

Please call me as soon as possible, so that we may conclude our business.

Best regards,

Jeffrey Lucca

Service Manager

Autoland Chrysler/ Jeep/ Dodge

973-467-6201

jeffrey.lucca@1800autoland.com

Adv: 268 ALBERTO GOMEZ - CHRYSLER SERVICE		Tag: 1353	License: [REDACTED]	1C6RR7HT1DS [REDACTED]	Page: 1	Invoices: W16683
Invoice to:			Driver/Owner Information			
FEDERAL FIRE PROTECTION INC 47 INDUSTRIAL RD BERKELEY HEIGHTS, NJ 07922 Home: (908) 413-0418 Cell: (908) 413-0418			FEDERAL FIRE PROTECTION INC 47 INDUSTRIAL RD BERKELEY HEIGHTS, NJ 07922 Home: (908) 413-0418 Cell: (908) 413-0418			
For Office Use			Vehicle Information			
Odometer in: 22741 Out: 22741		WAR W		Final		13 RAM 1500 SPORT 4X4 QUAD CAB
Begin: 12/27/14		Done: 01/12/15		Invoiced: 01/12/15 17:11 PM		
Customer Concern						
Concern #24	RENTAL VEHICLE SUPPLIED			Operation Tech Units Amount RENTAL 999 0.0 0.00		
Cause	RA 10950 VIN 4T1BK1FK3DU [REDACTED] CAMRY CAR OUT 1/6/2015 DUE BACK 1/11/2015 CHARGED 5 DAYS RENTAL 5 DSF					
Correction	SUPPLY RENTAL VEHICLE CASE#26198839					
Parts	Part Number	PO#	Note	Description	Qty	List Sell Amount
			RENTAL	RA 10950	5	15.00 15.00 75.00
			DSFTAX	DSF	5	5.00 5.00 25.00
	Tech 999 SURLET,			Cert#: 5444		
				FAIL CODE : 0		
				Subtotal		
				MISCELLANEOUS 75.00		
				DOMESTIC SECURITY FUND FEES 25.00		
				TOTAL CHARGE FOR CONCERN 100.00		
Type: W	Line Flags: NOS					
Concern 51	CUSTOMER STATES VEHICLE WILL NOT SHIFT INTO DRIVE PARK AND CANNOT TURN OFF VEHICLE			Operation Tech Units Amount 21006001 136 3.8 392.28		
Cause	VERIFIED CONCERN FOUND INTERNAL FAILURE TO REAR DIFFERENTIAL INTERNAL CAUSED TRANSMISSION TO HAVE INTERNAL DAMAGE, MUST REPLACE TRANS, AND REPAIR DIFF					
Correction	REPLACED TRANSMISSION					
	51-2 TRANSMISSION REPLACE 9HE70 AUTOMATIC 4X4/AWD EQUIPPED			21006066 136 0.6 60.36		
	51-3 TRANSMISSION TCM ADAPTATION PROCEDURE			21000051 136 1.0 100.60		
	51-4 RING GEAR AND PINION SET - REPLACE ALL			03500101 136 3.8 382.28		
	51-5 BEARING, AXLE SHAFT BEARING, AXLE SHAFT-REPLACE-RIGHT			03200550 136 0.9 90.54		
	51-6 BEARING, AXLE SHAFT BEARING, AXLE SHAFT-REPLACE-LEFT			03200551 136 0.5 50.30		
Parts	Part Number	PO#	Note	Description	Qty	List Sell Amount
	SPQ RL237959AD			*TRANS WITH TO REMFG	1	6711.50 6711.50 6711.50
	SPQ 68098164AD			*GEAR KIT RING AND P	1	723.98 723.98 723.98

Adv: 268 ALBERTO GOMEZ - CHRYSLER SERVICE		Tag: 1253	License:	1C6RR7HT1 D9	Page: 2	Invoice: W16693	
Invoice to: FEDERAL FIRE PROTECTION INC			Driver/Owner: FEDERAL FIRE PROTECTION INC				
Invoiced: 01/12/15 17:11:43 PR			13 RAM 1500 SPORT 4X4 QUAD CAB				
Parts	Part Number	PO#	Note	Description	Qty	List	Sell
	SPO			*DIFFERNIL DIFFERENT	1	803.65	803.65 803.65
	SPO			*BRG KIT DRIVE PINIO	1	89.80	89.80 89.80
	SPO			*BRG KIT DRIVE PINIO	1	55.42	55.42 55.42
	SPO			*BRG KIT DIFFERENTIA	2	94.22	94.22 188.44
	SPO			SEAL DRIVE PINION	1	17.23	17.23 17.23
	CMC			LUBE AXLE	2	34.81	34.81 69.62
	CMC			SEALANT RTV	1	21.04	21.04 21.04
	CMC			SPACER DRIVE PINION	1	8.75	8.75 8.75
	CMC			SCREW HEX FLANGE HEA	4	11.26	11.26 45.04
	CMC			NUT U	4	6.67	6.67 26.68
	CMC			FLUID AUTOMATIC TRAN	2	8.83	8.83 17.66
Parts: Count 22.00 Allowance: 3710.21							
Tech 136 CHOLLETTE, RICH							
FP- RL237959AD							
FAIL CODE : 99							
					Subtotal		
					PARTS 8778.81		
					LAB-MECHANICAL 1066.36		
					TOTAL CHARGE FOR CONCERN 9845.17		
Type: W							
Concern 52	CUSTOMER STATES DRIVER SIDE UPPER HVAC VENT GETS STUCK				Operation	Tech	Amount
Cause	VERIFIED CONCERN ORDER VENT				SOP	136	
Correction	APPOINTMENT MADE FOR SPECIAL ORDER PART						

APPOINTMENT MADE FOR SPECIAL ORDER PART							

Parts	Part Number	PO#	Note	Description	Qty	List	Sell
	CMC 1WP3QDX9AC		SPO	*OUTLET AIR COND-SPO	1		
Parts: Count 1.00 Allowance:							
Tech 136 CHOLLETTE, RICH							
FP- 69053299AB							
FAIL CODE : 99							
Type: W							
					TOTAL CHARGE FOR CONCERN 0.00		
Concern 53	CUSTOMER STATES MASTER WINDOW SWITCH LIGHTS INOP				Operation	Tech	Amount

Adv: 268 ALBERTO GOMEZ - CHRYSLER SERVICE		Tag: 1353	License:	1C6RR7HT1	Page: 3	Invoice: W16683
Invoice to: FEDERAL FIRE PROTECTION INC				Driver/Owner: FEDERAL FIRE PROTECTION INC		
Invoiced: 01/12/15 17:11:43 PR				13 RAM 1500 SPORT 4X4 QUAD CAB		
Cause	VERIFIED CONCERN ORDER MASTER SWITCH				SOP	136
Correction	APPOINTMENT MADE FOR SPECIAL ORDER PART ***** APPOINTMENT MADE FOR SPECIAL ORDER PART *****					
Parts	Part Number	PO#	Note	Description	Qty	List Sell
	CMC 68110867AA		SPO	*SWITCH FRONT DO-SPO	1	
	Parts: Count 1.00		Allowance:			
	Tech: 136 CHOLLETTE, RICH		FAIL CODE : 99			
	FP- 68110867AA					
	Line Auth: GOMEZALB 01/12/15 16:28					
Type: W					TOTAL CHARGE FOR CONCERN	0.00
Summary of Charges for Invoice W16683				Payment Distribution for Invoice W16683		
PARTS		8778.81		TOTAL CHARGE		9945.17
LAB-MECHANICAL		1066.36		WARRANTY		9945.17
MISCELLANEOUS		75.00				
DOMESTIC SECURITY FUND FEES		25.00				
TOTAL CHARGE		9945.17				
*** RECOMMENDED MAINTENANCE REQUIRED BUT NOT PERFORMED ***						
Operation	Description	Operation	Description			
5K	INTERNET 5K	10K	INTERNET 10K			
15K	INTERNET 15K	20K	INTERNET 20K			
PREPAID	PREPAID MAIN.	140	ALIGN \$99.95			
103	REG LOF	104	SYN LOF \$49.95			
105	TIRE ROTATION					
*** PROTECTED RECOMMENDED MAINTENANCE DATES ***						
Operation	Description	Due On	Based On			
25K	INTERNET 25K	03/26/15	Based on Last Service Mileage			
30K	INTERNET 30K	09/03/15	Based on Last Service Mileage			
130S	FRONT BRAKE SPECIAL	03/26/15	Based on Last Service Mileage			

Adv: 260 ALBERTO GOMEZ - CHRYSLER SERVICE	Tag: 1353	License: [REDACTED]	1C6RR7HT1 [REDACTED]	Page: 4	Invoice: W16683
Invoice to: FEDERAL FIRE PROTECTION INC			Driver/Owner: FEDERAL FIRE PROTECTION INC		
Invoiced: 01/12/15 17:11:43 PR			13 RAM 1500 SPORT 4X4 QUAD CAB		
SIGNATURE _____					
If you have any questions - please see ALBERTO GOMEZ - CHRYSLER SERVICE IT HAS BEEN OUR PLEASURE AND PRIVILEGE TO SERVE YOU TODAY. SAVE 10%, MAKE YOUR NEXT APPOINTMENT ONLINE AT WWW.1800AUTOLAND.COM REMEMBER ALL REPAIRS ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES!					

Last Page

Adv: 279 ALAN ROSENBERG - CHRYSLER SERVIC		Tag 6659	License	1C6RR7HT1 D5	Page 1	Invoice W36558
Invoice to				Driver/Owner Information		
FEDERAL FIRE PROTECTION INC MIKE 47 INDUSTRIAL RD BERKELEY HEIGHTS, NJ 07922 Cell: (908) 413-0418 Work: (908) 413-0418				FEDERAL FIRE PROTECTION INC MIKE 47 INDUSTRIAL RD BERKELEY HEIGHTS, NJ 07922 Cell: (908) 413-0418 Work: (908) 413-0418		
For Office Use				Vehicle Information		
Odometer in: 29598 Out: 29599		WAR W Final		13 RAM 1500 SPORT 4X4 QUAD CAB		
Begin: 05/27/15		Done: 06/12/15		Invoiced: 06/12/15 10:53 PR		
Customer Concern						
Concern #57	R/A FOR 3 HRS DIAG TO REMOVE FRONT BUMPER FOR INSPECTION			Operation	Tech Units	Amount
Cause	IMPACT DAMAGE			13200100	174 3.0	306.93
Correction	REMOVED FRONT BUMPER AND TOOK PHOTOS; REINSTALLED BUMPER					
	Tech 174 JOSAPHAT, YVERS					
	FAIL CODE : 99					
	Part Auth: ROSENBERG 06/11/15 11:38					
Type: W				Subtotal		
				LAB-MECHANICAL 306.93		
				TOTAL CHARGE FOR CONCERN 306.93		
Summary of Charges for Invoice W36558				Payment Distribution for Invoice W36558		
LAB-MECHANICAL		306.93		TOTAL CHARGE		306.93
TOTAL CHARGE		306.93		WARRANTY		306.93
*** RECOMMENDED MAINTENANCE REQUIRED BUT NOT PERFORMED ***						
Operation	Description	Operation	Description			
5K	INTERNET 5K	10K	INTERNET 10K			
15K	INTERNET 15K	20K	INTERNET 20K			
25K	INTERNET 25K	PREPAID	PREPAID MAIN.			
140	ALIGN \$99.95	130S	FRONT BRAKE SPECIAL			
103	REG LOF	104	SYN LOF \$49.95			
105	TIRE ROTATION					

Adv: 279 ALAN ROSENBERG - CHRYSLER SERVIC	Tag 6659	License	1C6RR7HT1 D9	Page 2 (Last)	Invoice W36558
Invoice to: FEDERAL FIRE PROTECTION INC			Driver/Owner: FEDERAL FIRE PROTECTION INC		
Invoiced: 06/12/15 10:53:58 PR			13 RAM 1500 SPORT 4X4 QUAD CAB		
*** PROPOSED RECOMMENDED MAINTENANCE DATES ***					
Operation	Description	Due On	Based On		
30K	INTERNET 30K	06/24/15	Based on Last Service Mileage		
35K	INTERNET 35K	11/23/15	Based on Last Service Mileage		
40K	INTERNET 40K	04/22/16	Based on Last Service Mileage		
SIGNATURE _____					
If you have any questions - please see ALAN ROSENBERG - CHRYSLER SERVICE IT HAS BEEN OUR PLEASURE AND PRIVILEGE TO SERVE YOU TODAY. SAVE 10%, MAKE YOUR NEXT APPOINTMENT ONLINE AT WWW.1800AUTOLAND.COM REMEMBER ALL REPAIRS ARE GUARANTEED FOR 24 MONTHS UNLIMITED MILES!					



Re: Chrysler Claim Form
Mike Stango to: RBass

06/25/2015 10:40 AM

please call me 9084130418

If you have any questions please feel free to contact me any time.

Michael Stango Federal Fire Protection Office # (908-665-9230) cell # (908)-413-0418

On Fri, Jun 12, 2015 at 3:47 PM, <RBass@ncdsusa.org> wrote:

Good Afternoon :

This will acknowledge your phone inquiry. Please complete the attached Customer Claim Form and return it to our office along with any supporting documentation (**registration, title, repair order(s), and purchase or lease agreement**). Once we have received your completed form, we will review your claim for eligibility for the arbitration process.

Also, you **must** select one of two options for a hearing process selection as noted below.

1. In Person Hearing - You will appear in person at the servicing dealer and present your case to a single arbitrator. A representative from Manufacturer will also be present at this hearing. This option affords you the opportunity to test drive and/or inspect the vehicle in an attempt to demonstrate or duplicate the issue in the presence of the arbitrator. Also, the hearings are held Monday - Friday between 9:00 AM - 3:00 PM and typically last for about an hour.
2. Document Only - NCDS will forward all evidence from your claim as well as any evidence from Manufacturer to a three member arbitration panel, who will render a decision based solely on the documents. **You will not need to appear in person for this hearing.** The "document only" has 3 panel members and a deadline to submit evidence prior to the hearing. Additionally, the panel will be unable to inspect the vehicle or participate in a test drive.

You may submit the form via email, fax or regular mail.

The options available to you as a resolution are:

1. **Repair**
2. **Replacement** of the vehicle = exchange = swap
3. **Repurchase** of the vehicle = refund = buy back
4. **Reimbursement** of repairs out of pocket

We appreciate your assistance in this matter.

Thank you,

Thank you,

Rosemary M. Bass

Chrysler Case Administrator

Phone: 800.777.8119 ext.114 Fax: 586.226.2559

email: rbass@ncdsusa.org Website: www.ncdsusa.org