

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

This file represents a consolidation of multiple files sent by the manufacturer. Please use the bookmarks to navigate to each file. (Each bookmark label is the name of the original file.)

STEVEN C. JAMES ATTORNEY PLLC

ATTORNEY, MEDIATOR, ARBITRATOR

521 TEXAS AVENUE

EL PASO, TEXAS 79901

BOARD CERTIFIED
CIVIL TRIAL LAW AND CONSUMER AND COMMERCIAL LAW
BY TEXAS BOARD OF LEGAL SPECIALIZATION

TELEPHONE (915) 543-3234
FACSIMILE (915) 543-3237

October 28, 2020

Via Certified Mail

Sunland Park Chrysler Dodge Jeep Ram
Attn: General Manager Ivan Ochoa
950 Crockett Street
El Paso, Texas 79922-1362

J.P. Morgan Chase Bank NA
P. O. Box 901033
Fort Worth, Texas 76101

FCA US LLC
1000 Chrysler Dr.
Auburn Hills, MI 48326

RE: [REDACTED] Notice Letter

RECEIVED

NOV - 6 2020

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

Gentlemen:

On or about May 15, 2020 [REDACTED] purchased a brand new 2020 Jeep Wrangler Unlimited Rubicon at Sunland Park Chrysler Dodge Jeep Ram. In addition to the Manufacturer's warranty on the vehicle, he was sold the Platinum Mechanic Vehicle Service Contract. The VIN # of the vehicle is 1C4HJFXGZL [REDACTED]. The Motor Vehicle Retail Installment Sales Contract was assigned to J.P. Morgan Chase Bank, NA.

The vehicle purchase price was \$50,159.00 and [REDACTED] was credited \$11,000.00 for his trade-in, an Audi. He was charged \$460.00 for Luxcare, \$150.00 for a documentary fee, \$16.75 for an inspection fee, \$5.00 for an ETag fee, \$2,476.19 for sales tax, \$129.64 for dealer inventory tax, \$186.25 for registration and titling fees \$3,200.00 for a Platinum Warranty and \$1,494.00 for Four for One. Dr. Aburto has since paid \$4,000.00 in payments.

Since the purchase, [REDACTED] has nothing but problems with that vehicle. He has returned the vehicle on two separate occasions after experiencing very dangerous conditions with the vehicle. On both occasions, the vehicle lost power once while on the freeway in heavy

FCA US LLC
Office of the General Counsel

NOV 05 2020
By [REDACTED] Reg. Agent/
S [REDACTED] Proc. Server

traffic. It was fortunate that [REDACTED] was not involved in an accident where he or other persons were injured. He was scared to death when an 18 wheeler almost ran him over during the second event.

He returned the vehicle to the dealership on two occasions and after having kept the vehicle for two months, the dealership first represented it needed a software update. The second time, although you recreated the condition in your shop, you are now telling [REDACTED] that there is nothing wrong with the vehicle and are attempting to return it to him in an unrepaired condition. This is simply unacceptable and tremendously dangerous.

[REDACTED] has now actually incurred \$2,500.00 in attorneys fees to date and that amount will go up. He has also incurred a 30% contingency fee to retain my services. He has totally lost the use of the vehicle. At this point, the loss of use is estimated at \$5,000.00.

The purpose of this letter is to notify you pursuant to the Texas Deceptive Trade Practices - Consumer Protection Act that the warranties on the Rubicon have been violated. Also, your conduct is unconscionable. The vehicle was sold with the full knowledge that this could occur and the dealership did not disclose it. The Manufacturer and J.P. Morgan Chase Bank fully participated in and benefitted from this consumer transaction.

Your conduct is knowing or intentional so additional damages are also sought under the DTPA. You need to send a check made payable to [REDACTED] and I for the sum of \$100,580.52 for Dr. Aburto's actual damages trebled, plus \$35,993.00 for his attorneys fees and you need to pay-off the J.P. Morgan Chase Bank loan. You can keep the dangerous vehicle. The manufacturer and the dealership need to take all actions necessary to inform all appropriate governing agencies about this flaw in their dangerous vehicles and recall them to protect the public.

If you do not timely respond, an arbitration proceeding will be instituted against you. I suggest we use the Honorable Carlos Villa, Judge (Ret.) as the local arbitrator.

A prompt response is needed.

Very truly yours,

[REDACTED]

SCJ/gg

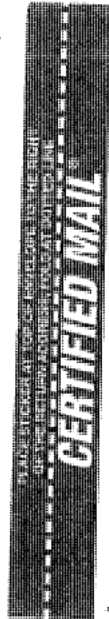
cc: [REDACTED]

STEVEN C. JAMES ATTORNEY PLLC

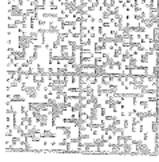
ATTORNEY, MEDIATOR, ARBITRATOR

521 TEXAS

EL PASO, TEXAS 79901



FIRST-CLASS



FCA US LLC
1000 Chrysler Dr.
Auburn Hills, MI 48326

483262766 0009

483262766 0009

LEMBERG

October 31, 2019

VIA CERTIFIED MAIL

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

RECEIVED

NOV - 7 2019

Make and Model:	2018 Jeep Wrangler
VIN #	1C4HJXFG4J [REDACTED]
Record Owner	[REDACTED]
State of Purchase or Lease	Colorado

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

Dear Sir or Madam:

Lemberg Law L.L.C. is writing on behalf of the above client with regard to the above vehicle purchased in Colorado State. **Please consider this your twenty (20) day notice for an opportunity to correct the defects specified below, and also your ten (10) day notice prior to filing arbitration or suit in the event future problems occur and are not resolved to our client's satisfaction.** Should litigation become necessary, a lawsuit shall be filed in the Colorado federal court. We will seek relief on our client's behalf under the Colorado Lemon Law, the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting Colorado consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the lemon law period, this vehicle has been out of service at least sixty (60) business days and subject to at least four repairs due to faulty power steering and fault with the vehicle's suspension.

The defects in the vehicle meet the requirements of Colorado Lemon Law, in that they substantially impair its use, value, and safety to our client, and constitute a breach of warranty. Because of the incurable problems outlined above, our client revokes acceptance of the vehicle under Colo. Rev. Stat. Ann. § 4-2-608. Our client demands a return of all money paid so far, including the down payment, amount of payments thus far, finance charges, other fees, incidental and consequential damages, costs, and attorney's fees. We have been instructed to seek all legal recourse available under the law.

Please be advised that under Colo. Rev. Stat. Ann. § 4-2-711(3), our client has a security interest in the vehicle until the purchase price is returned, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, our client demands the return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the vehicle will be deemed wrongful and will subject you to liability for conversion and for wrongful repossession under Colo. Rev. Stat. Ann. § 4-9-609 and 4-9-627. If the seller or any creditor subject to the FTC Holder Rule has filed a financing statement covering the above vehicle, we demand, pursuant to Colo. Rev. Stat. Ann. § 4-9-513, that you file a termination statement within 30 days to terminate such security interest.

Our client understands that sometimes the failures of the manufacturer simply cannot be corrected by any dealer. We hope to bring this matter to an end through an amicable settlement. Thank you for your time and consideration in this matter, and I look forward to hearing from you.

Sincerely,

/s/ Vlad Hirnyk

Vlad Hirnyk
(Admitted to the Colorado Federal Court)
(203) 653-2250 ext. 5503
vhirnyk@lemborglaw.com

FCA US LLC
Office of the General Counsel

2019
By [Signature] Agent/
S [Signature] Doc. Server

LEMBERG LAW, LLC
ATTORNEYS AT LAW
43 Danbury Road
Wilton, CT 06897

CERTIFIED MAIL®



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



300 N. 1st St.

[illegible]

DAVID J. GORBERG & ASSOCIATES, P.C.

DAVID J. GORBERG†
LAURA L. WOLFE‡
COURTNEY L. SOFIA*
DANIEL B. UNGER§

*MEMBER OF PA AND NJ BARS
†MEMBER OF PA, NJ AND NY BARS
‡MEMBER OF PA AND MA BARS
§MEMBER OF PA BAR

103 SIBLEY AVENUE
ARDMORE, PA 19003

1-800-MY-LEMON
1-800-695-3866

215-665-7660
FAX 215-563-8738

www.MyLemon.com

NEW JERSEY OFFICE
1813 BERLIN ROAD
CHERRY HILL, NJ 08003

PITTSBURGH OFFICE
501 SMITH DRIVE
SUITE 3
CRANBERRY TWP, PA 16066

NEW YORK OFFICE
777 WESTCHESTER AVE, SUITE 101
WHITE PLAINS, NY 10604

December 23, 2020

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

RE: Our Client: [REDACTED]
Vehicle: 2018 Jeep Wrangler
Vin #: 1C4HJXDG1J [REDACTED]

Dear Sir or Madam:

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

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

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

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

Very truly yours,

David J. Gorberg

DAVID J. GORBERG

RECEIVED

JAN 13 2021

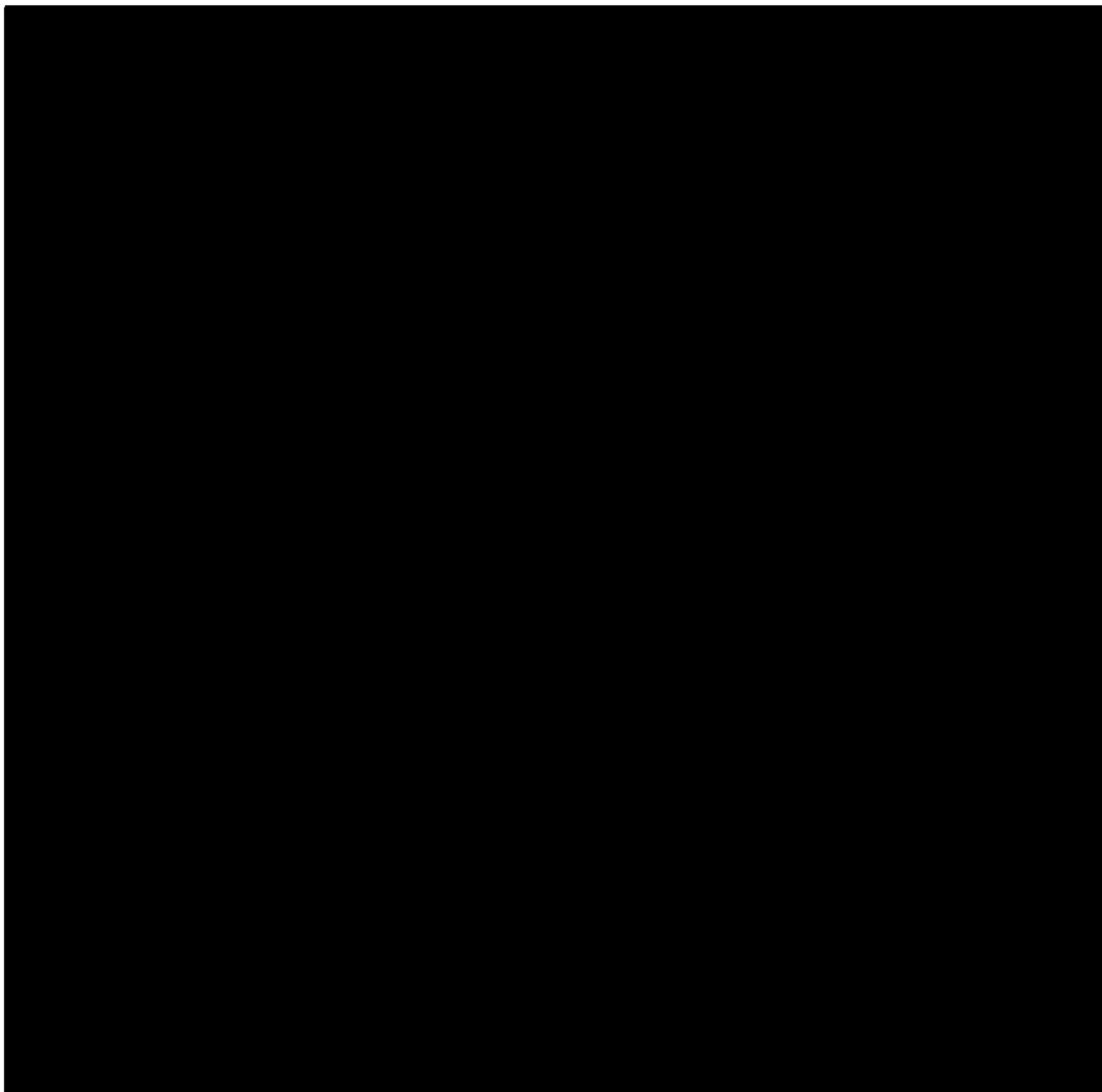
DJG/jm

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

EE
01
4/

06

5787



Invoice
Tag

CHRYSLER, JEEP, DODGE
OF PARAMUS

West 315 Route 4 - PARAMUS, N.J. 07652
SERVICE (201) 488-8000 - SALES (201) 488-9000

Vehicle Advisor: 3805 Alexander Vargas

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	15000000000000000000	15000000000000000000	15000000000000000000	
PWZAM/18	18	JEEP Wrangler Unlimited	1C4HJXDG1	8742	8742	8742	8742	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	
30 APR 18		18:15:29 OCT 18		175.00	COUP	29 OCT 18	08:01 29 OCT 18	
OPTIONS: SOLD-STR, W102082 ENG:ERC 3.6L V6 24V W/1 Engine Vng 1 w/ TRNDPT 8-SPD AUTO 15ME OWE 6LOR FOR 6 (More...)				LIST				NET

VIP Customer Loyalty
15% off labor
on any scheduled
service or repair for
as long as you own
your vehicle.

WE OFFER
Free Body Shop
Estimates

YOU SAVE
\$
ON THIS VISIT

LINE OFFCODE TECH TYPE HOURS
C Multi-point inspection (according to maintenance interval)
Multi-point inspection (according to maintenance interval)
509 ISP 0.00

D CUSTOMER STATES STEERING IS VERY DIFFICULT TO TURN AT TIMES PLEASE
CHECK AND ADVISE
85411930 Steering trouble no found - NO
Repair/trouble not found steering (2 -
509 WZ 1.00
SUBJ LOANER
WZ
8742 CUSTOMER STATES CHECK STEERING OPERATION. CHECK ELECTRONIC 2/S
STEERING LEVEL AND CONDITION OK. TEST STEERING OPERATION UNDER ALL DRIVING
CONDITIONS. WE PUT 12 MILES ON VEHICLE TO VERIFY. COMPARE OPERATING
CHARACTERISTICS TO ANOTHER KNOWN GOOD NEW VEHICLE. NO FAULTS OR UPDATES
FOR ELECTRONIC STEERING. STEERING OPERATION IS NORMAL AND NO TROUBLE IS
FOUND AT THIS TIME.

E CUSTOMER RECALLS WHILE DRIVING HIT A BUMP ON HIGHWAY THE CAR WOBBLED
PLEASE CHECK AND ADVISE
1819109V Module, Anti-lock Brake (ABS) - Reprogram
Module, Anti-lock Brake (ABS) - Inspect and
Reprogram WZ 0.20
509 WZ 0.20
8742 CUSTOMER STATES WOBBLE AND UNSTABLE. PERFORM ABS TSB UPDATE
#08-136-18. UPDATE ABS MODULE FROM 68245623AH TO 68403667AD AS PER TSB.
RELEASE PEDAL POSITION AND INITIALIZE MODULE. ROAD TEST OK.

F CUSTOMER STATES THE STEERING WHEEL KICKS BACK AND RELEASES WHEN IT IS
DIFFICULT TO TURN PLEASE CHECK AND ADVISE
181905RM Module, Transmission Control (TCM) -

STANDARD OF DISCLOSURE		LABOR AMOUNT	
The following information is provided for your information. It is not intended to constitute an offer of insurance or any other financial product. Please read this information carefully. The information is provided for your information only. It is not intended to constitute an offer of insurance or any other financial product. Please read this information carefully.		PARTS AMOUNT	
This information is provided for your information only. It is not intended to constitute an offer of insurance or any other financial product. Please read this information carefully.		SUBLET AMOUNT	
This information is provided for your information only. It is not intended to constitute an offer of insurance or any other financial product. Please read this information carefully.		BASIC CHARGES	
This information is provided for your information only. It is not intended to constitute an offer of insurance or any other financial product. Please read this information carefully.		TOTAL CHARGES	
This information is provided for your information only. It is not intended to constitute an offer of insurance or any other financial product. Please read this information carefully.		LESS DISCOUNTS	
This information is provided for your information only. It is not intended to constitute an offer of insurance or any other financial product. Please read this information carefully.		SALES TAX	
This information is provided for your information only. It is not intended to constitute an offer of insurance or any other financial product. Please read this information carefully.		PLEASE PAY THIS AMOUNT	

Customer Copy

THANK YOU!

Choice of
Tang

ce Advisor: 3805 Alexander Vargas

OFFICERS: SOLD-STR:JUN02082 ENG:ERIC 3,4L, V6 24V VVT Engine Upd 1 w/ TRN:DOT 8-SPD AUTO 71MVE DWE 6 LDF FOR 6 Linc...

LINE	OPCODE	TECH	TYPE	ADDRESS
0000	00000000	0000	0000	00000000
0001	00000000	0000	0000	00000000
0002	00000000	0000	0000	00000000
0003	00000000	0000	0000	00000000
0004	00000000	0000	0000	00000000
0005	00000000	0000	0000	00000000
0006	00000000	0000	0000	00000000
0007	00000000	0000	0000	00000000
0008	00000000	0000	0000	00000000
0009	00000000	0000	0000	00000000
0010	00000000	0000	0000	00000000
0011	00000000	0000	0000	00000000
0012	00000000	0000	0000	00000000
0013	00000000	0000	0000	00000000
0014	00000000	0000	0000	00000000
0015	00000000	0000	0000	00000000
0016	00000000	0000	0000	00000000
0017	00000000	0000	0000	00000000
0018	00000000	0000	0000	00000000
0019	00000000	0000	0000	00000000
0020	00000000	0000	0000	00000000
0021	00000000	0000	0000	00000000
0022	00000000	0000	0000	00000000
0023	00000000	0000	0000	00000000
0024	00000000	0000	0000	00000000
0025	00000000	0000	0000	00000000
0026	00000000	0000	0000	00000000
0027	00000000	0000	0000	00000000
0028	00000000	0000	0000	00000000
0029	00000000	0000	0000	00000000
0030	00000000	0000	0000	00000000
0031	00000000	0000	0000	00000000
0032	00000000	0000	0000	00000000
0033	00000000	0000	0000	00000000
0034	00000000	0000	0000	00000000
0035	00000000	0000	0000	00000000
0036	00000000	0000	0000	00000000
0037	00000000	0000	0000	00000000
0038	00000000	0000	0000	00000000
0039	00000000	0000	0000	00000000
0040	00000000	0000	0000	00000000
0041	00000000	0000	0000	00000000
0042	00000000	0000	0000	00000000
0043	00000000	0000	0000	00000000
0044	00000000	0000	0000	00000000
0045	00000000	0000	0000	00000000
0046	00000000	0000	0000	00000000
0047	00000000	0000	0000	00000000
0048	00000000	0000	0000	00000000
0049	00000000	0000	0000	00000000
0050	00000000	0000	0000	00000000
0051	00000000	0000	0000	00000000
0052	00000000	0000	0000	00000000
0053	00000000	0000	0000	00000000
0054	00000000	0000	0000	00000000
0055	00000000	0000	0000	00000000
0056	00000000	0000	0000	00000000
0057	00000000	0000	0000	00000000
0058	00000000	0000	0000	00000000
0059	00000000	0000	0000	00000000
0060	00000000	0000	0000	00000000
0061	00000000	0000	0000	00000000
0				

LIST	NET	TOTAL
1	100	100
2	200	200
3	300	300
4	400	400
5	500	500
6	600	600
7	700	700
8	800	800
9	900	900
10	1000	1000
11	1100	1100
12	1200	1200
13	1300	1300
14	1400	1400
15	1500	1500
16	1600	1600
17	1700	1700
18	1800	1800
19	1900	1900
20	2000	2000
21	2100	2100
22	2200	2200
23	2300	2300
24	2400	2400
25	2500	2500
26	2600	2600
27	2700	2700
28	2800	2800
29	2900	2900
30	3000	3000
31	3100	3100
32	3200	3200
33	3300	3300
34	3400	3400
35	3500	3500
36	3600	3600
37	3700	3700
38	3800	3800
39	3900	3900
40	4000	4000
41	4100	4100
42	4200	4200
43	4300	4300
44	4400	4400
45	4500	4500
46	4600	4600
47	4700	4700
48	4800	4800
49	4900	4900
50	5000	5000
51	5100	5100
52	5200	5200
53	5300	5300
54	5400	5400
55	5500	5500
56	5600	5600
57	5700	5700
58	5800	5800
59	5900	5900
60	6000	6000
61	6100	6100
62	6200	6200
63	6300	6300
64	6400	6400
65	6500	6500
66	6600	6600
67	6700	6700
68	6800	6800
69	6900	6900
70	7000	7000
71	7100	7100
72	7200	7200
73	7300	7300
74	7400	7400
75	7500	7500
76	7600	7600
77	7700	7700
78	7800	7800
79	7900	7900
80	8000	8000
81	8100	8100
82	8200	8200
83	8300	8300
84	8400	8400
85	8500	8500
86	8600	8600
87	8700	8700
88	8800	8800
89	8900	8900
90	9000	9000
91	9100	9100
92	9200	9200
93	9300	9300
94	9400	9400
95	9500	9500
96	9600	9600
97	9700	9700
98	9800	9800
99	9900	9900
100	10000	10000

**15% off labor
on any scheduled
service or repair for
as long as you own
your vehicle.**

Free Body Shop Estimates

**YOU SAVE
\$ 42.32
ON THIS VISIT**

WE VALUE YOUR BUSINESS.
THANK YOU FOR CHOOSING CHRYSLER, DODGE, JEEP
OR RAMAUSI!

INFORMED CONSENT

[illegible]

STATEMENT OF GENERAL POLICY

The Secretary, NATIONAL SCIENCE FOUNDATION, has the honor to acknowledge the receipt of your letter of the 14th of March 1955, in which you request information regarding the policy of the National Science Foundation with respect to the publication of scientific papers in the field of the history of science.

The National Science Foundation is a Federal agency which is authorized to support research in the physical, biological, and social sciences. The Foundation's primary concern is with the advancement of knowledge in these fields, and it is the policy of the Foundation to support research in these fields in the most effective manner possible.

The National Science Foundation is not a publisher of scientific papers, and it does not have the authority to require the publication of scientific papers in any particular journal. However, the Foundation does have the authority to support the publication of scientific papers in the field of the history of science, and it is the policy of the Foundation to support such publications in the most effective manner possible.

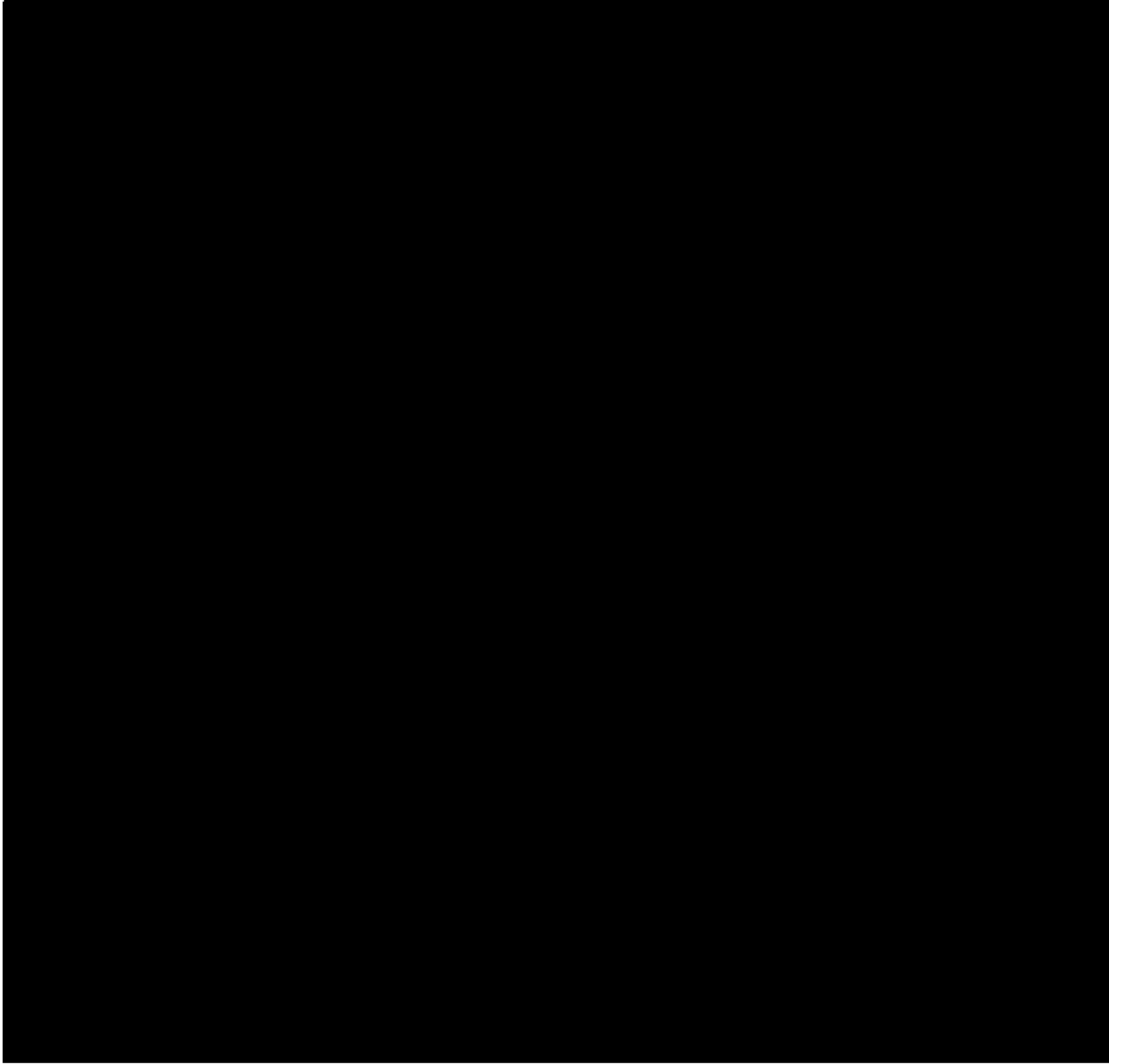
The National Science Foundation is a Federal agency which is authorized to support research in the physical, biological, and social sciences. The Foundation's primary concern is with the advancement of knowledge in these fields, and it is the policy of the Foundation to support research in these fields in the most effective manner possible.

The National Science Foundation is not a publisher of scientific papers, and it does not have the authority to require the publication of scientific papers in any particular journal. However, the Foundation does have the authority to support the publication of scientific papers in the field of the history of science, and it is the policy of the Foundation to support such publications in the most effective manner possible.

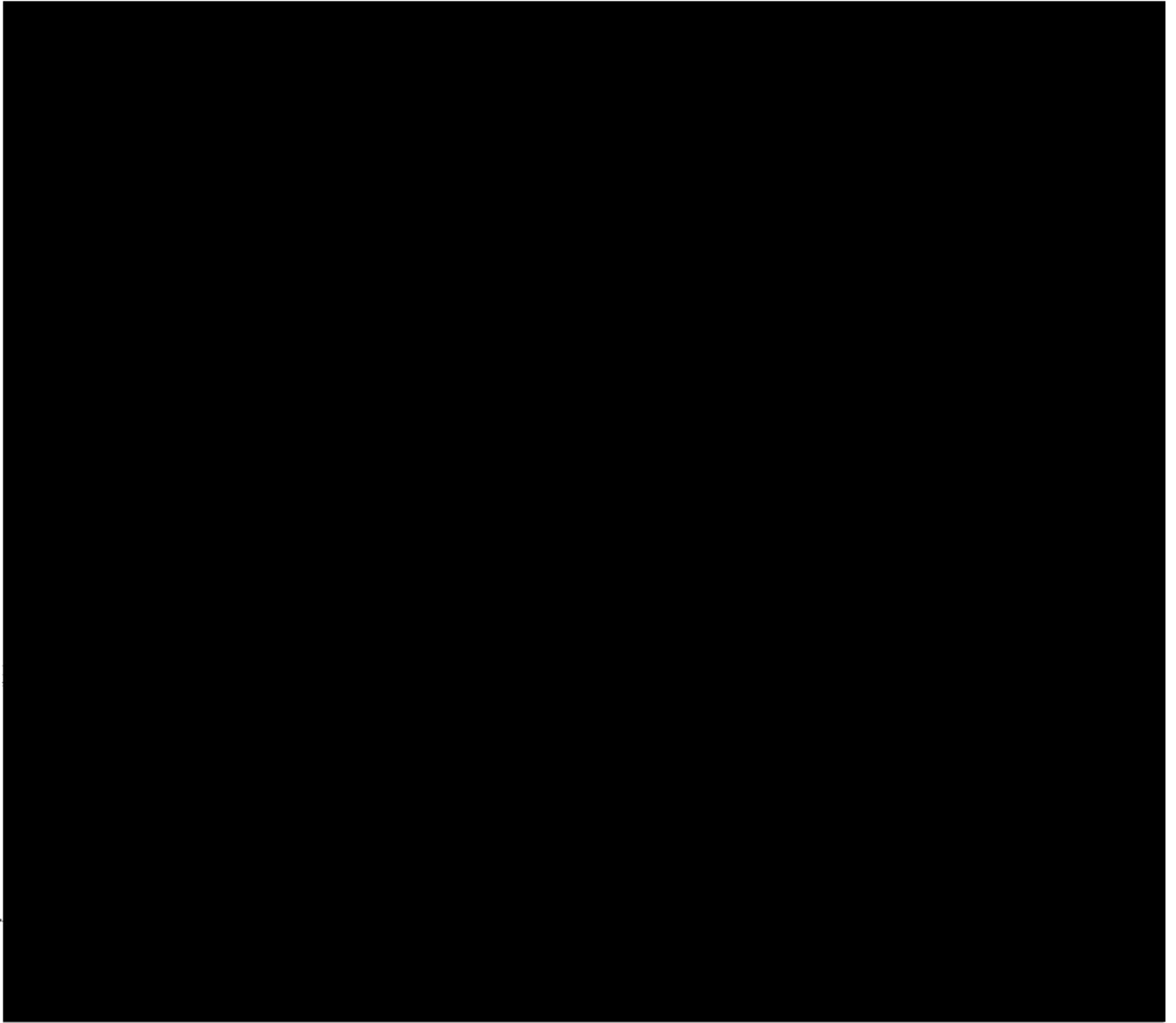
Very truly yours,
SECRETARY

Enclosure

[illegible]



2-
100
100



the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million (1990–1999) and is projected to increase by a further 1.5 million by 2010 (Office of National Statistics 2000).

There is a growing awareness of the need to develop strategies to meet the needs of the ageing population. The Department of Health (2000) has published a strategy for ageing, which sets out the government's commitment to improve the health and quality of life of older people. The strategy is based on the following principles:

- To ensure that older people have the opportunity to live independently and actively.
- To ensure that older people have access to the services and resources they need to live well.
- To ensure that older people are treated with respect and dignity.

The strategy also sets out a number of key objectives, including:

- To reduce the health inequalities between older people and younger people.
- To improve the health and quality of life of older people.
- To ensure that older people have access to the services and resources they need to live well.

The strategy is a key document in the development of ageing policy in the UK. It provides a framework for the development of policies and services for older people.

The strategy is based on the following principles:

- To ensure that older people have the opportunity to live independently and actively.
- To ensure that older people have access to the services and resources they need to live well.
- To ensure that older people are treated with respect and dignity.

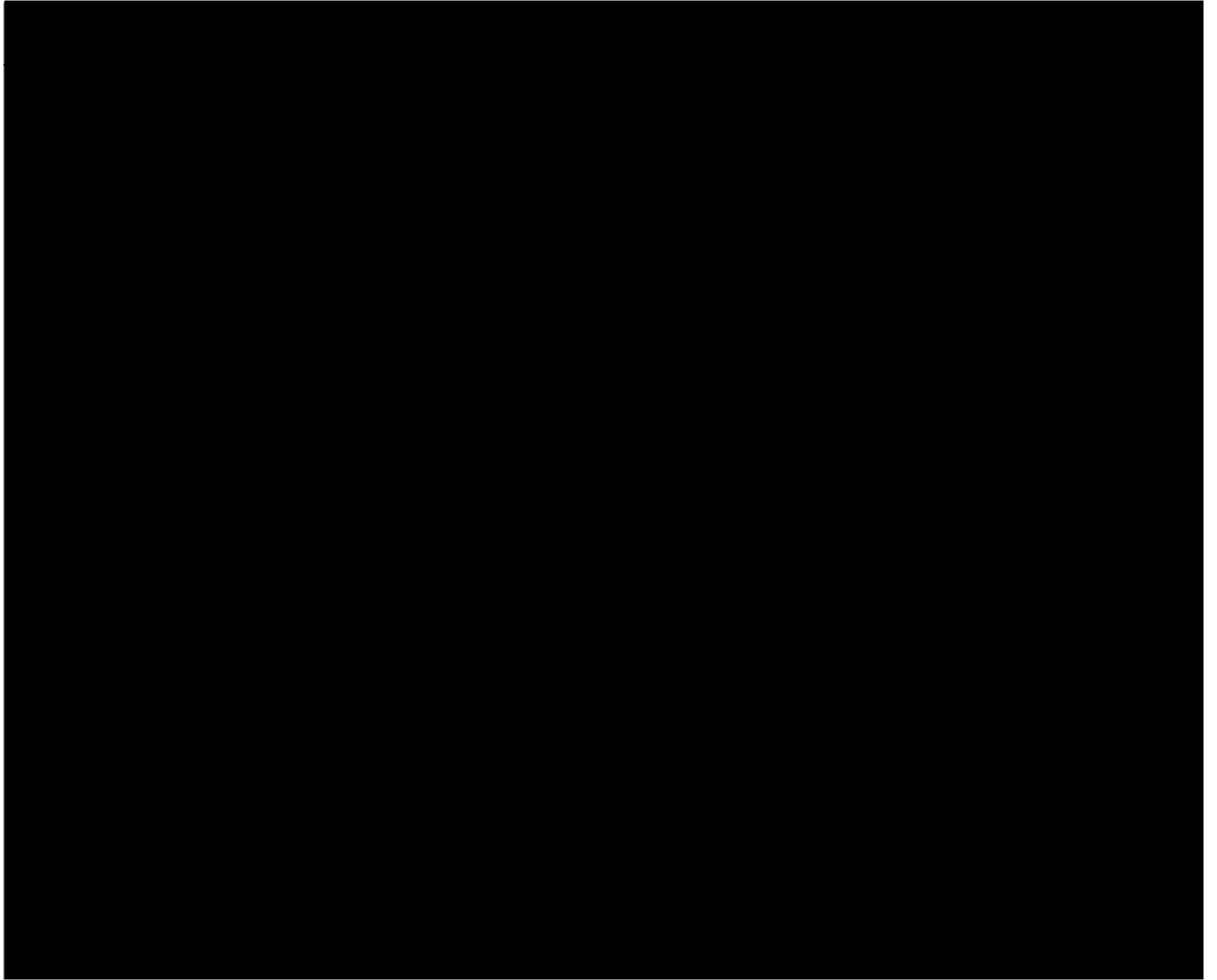
The strategy also sets out a number of key objectives, including:

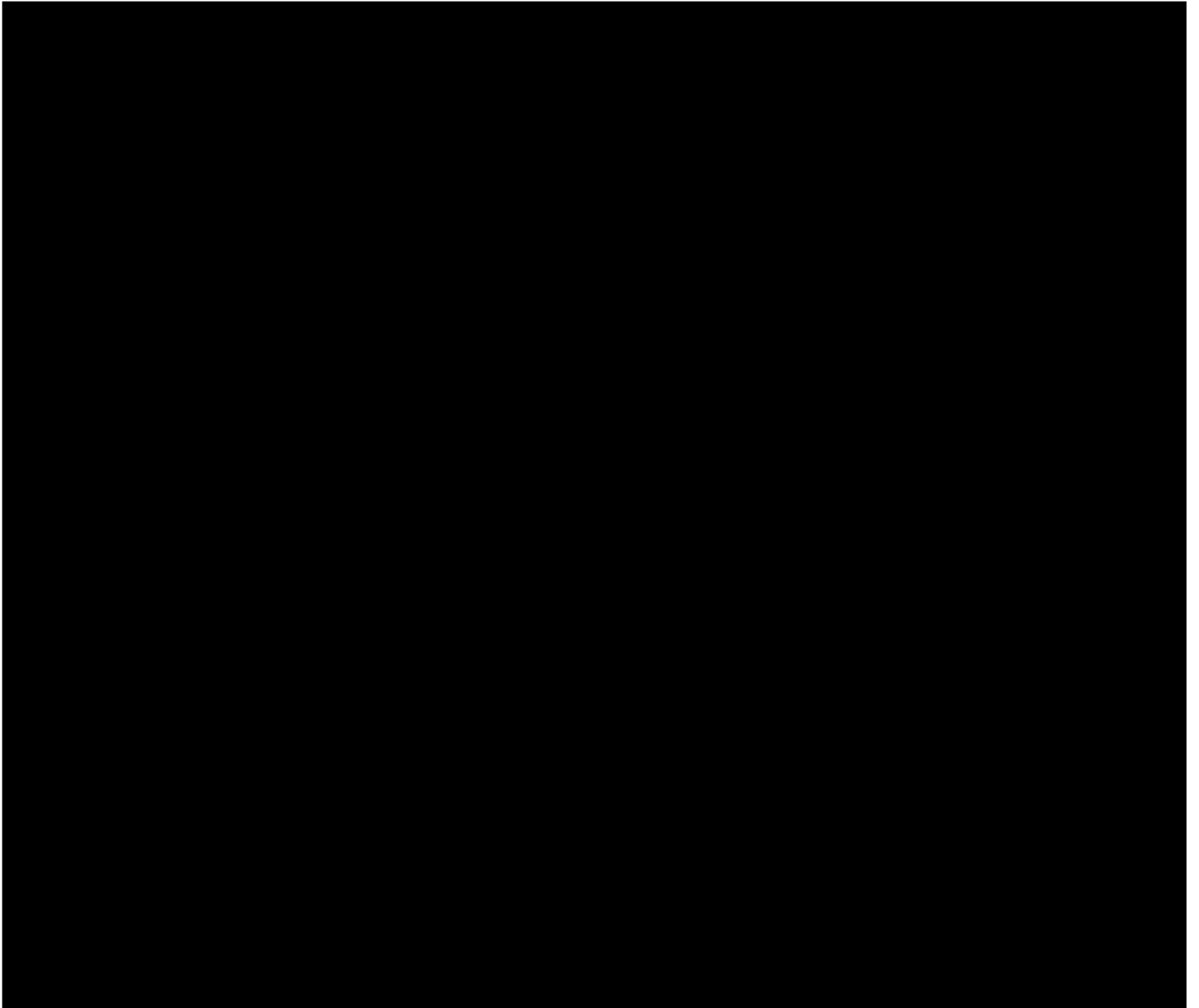
- To reduce the health inequalities between older people and younger people.
- To improve the health and quality of life of older people.
- To ensure that older people have access to the services and resources they need to live well.

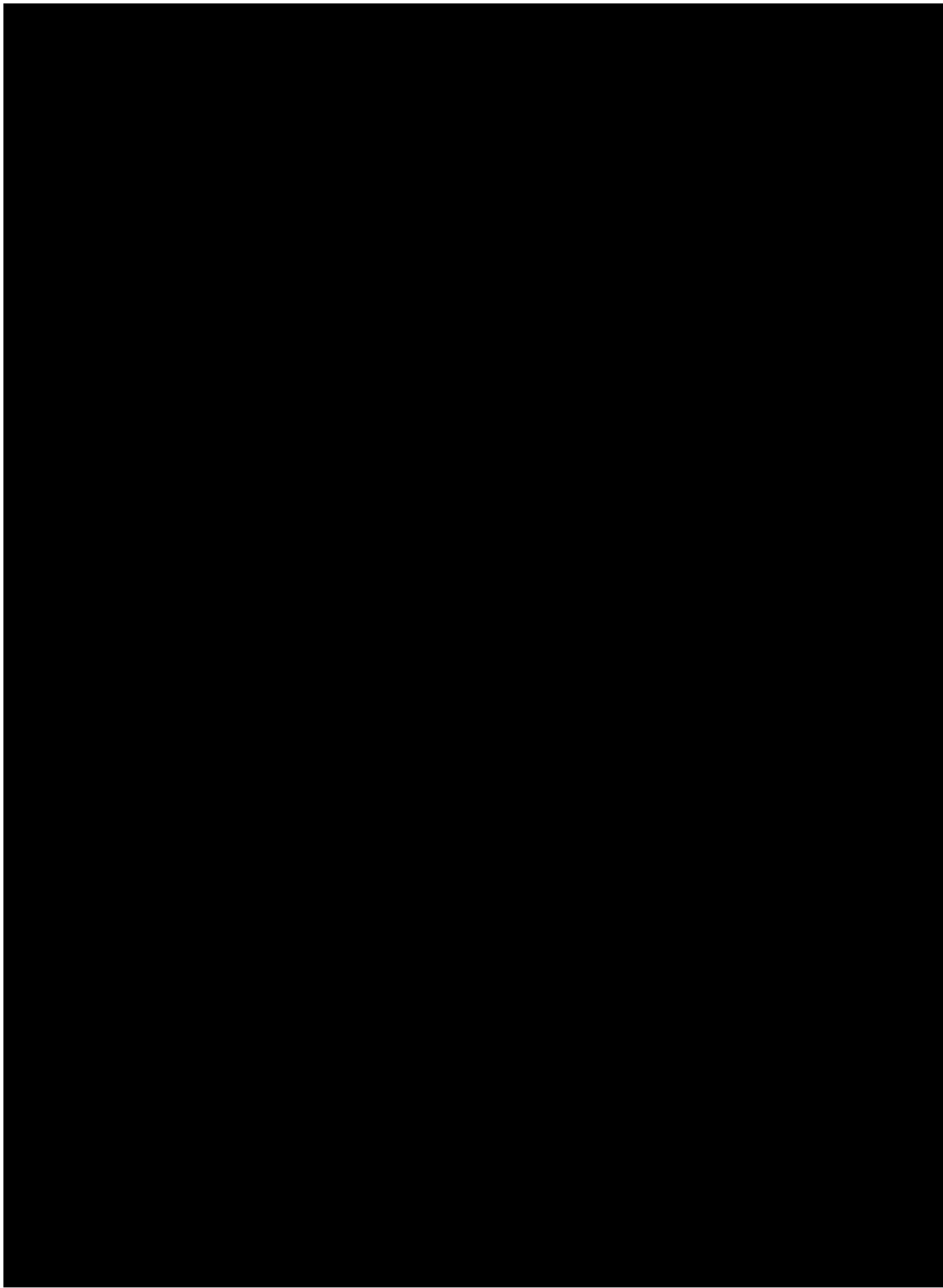
The strategy is a key document in the development of ageing policy in the UK. It provides a framework for the development of policies and services for older people.

The strategy is based on the following principles:

- To ensure that older people have the opportunity to live independently and actively.
- To ensure that older people have access to the services and resources they need to live well.
- To ensure that older people are treated with respect and dignity.









60 Route 304 Nanuet, NY 10954
Phone (845) 623-7873
N.Y.S. M.V. R/S REG NO. 7121771
www.rocklandcjd.com



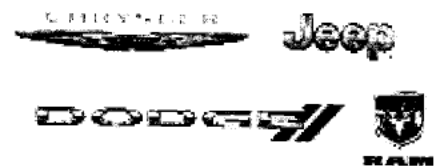
Jeep

DODGE





60 Route 304 Nanuet, NY 10954
Phone (845) 623-7873
N.Y.S. M.V. R/S REG NO. 7124771
www.rocklandcjd.com





60 Route 304 Nanuet, NY 10954
 Phone (845) 623-7873
 N.Y.S. M.V. R/S REG NO. 7124771
 www.rocklandcjd.com



ADVISOR FLORENCE KELLY		TAG NO. 2267	INVOICE DATE 12/11/19
LABOR RATE 150.00	LICENSE NO.	MILEAGE 28,938	COLOR /
YEAR / MAKE / MODEL 18/JEEP/WRANGLER/			DELIVERY DATE
VEHICLE I.D. NO. 1 C 4 H J X D G 1			DELIVERY MILES
F.T.E. NO.			SELLING DEALER NO.
P.O. NO.			PRODUCTION DATE
R.O. DATE 12/11/19			
COMMENTS			

MO: 28946

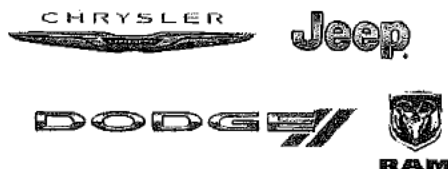
LABOR & PARTS					
J# 1	35CHZRECALL	G/S PERFORM RECALL	HOURS: 0.30	TECH(S): 8124	WARRANTY
V41 Customer Satisfaction Notification V41 - Steering Damper					
V41 Chrysler Recall Number V41 Recall Description 2018 - 20					
19 JL STEERING DAMPER (Recall CSN 1)					
Performed v41 steering damper recall					
PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
JOB # 1	1	PKV41	DAMPER		
JOB # 1	1	CCUKV413-AA	DAMPER ST 19030006		
JOB # 1	1	CCUKV411-AA	DAMPER ST 19030006		
JOB # 1 TOTAL PARTS					0.00
JOB # 1 TOTAL LABOR & PARTS					0.00
J# 2	90CHZGENERALINS	FREE 23-PT INSPECT	HOURS: 0.00	TECH(S): 8124	0.00
(Multi-point inspection according to maintenance interval)					
PERFORMED MULTIPOINT INSPECTION					
PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
JOB # 2 TOTAL PARTS					0.00
JOB # 2 TOTAL LABOR & PARTS					0.00
J# 3	19CHZ	STEERING	HOURS: 0.00	TECH(S): 8124	0.00
CUST STATES CK STEERING LOCKS WHEN TURNING BETWEEN 12-2					
HAPPENS WHEN COLD- CK AND ADVISE					
TECH TEST DROVE AND WAS UNABLE TO VERIFY CONCERN					
PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
JOB # 3 TOTAL PARTS					0.00
JOB # 3 TOTAL LABOR & PARTS					0.00
J# 4	00CHZSYN	*SYNTHETIC LOF	HOURS: 0.00	TECH(S): 8124	WARRANTY
Customer request a synthetic oil change					
\$30.00					
Customer request synthetic oil change.					
Performed synthetic LOF service					
PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
JOB # 4	1	68191349-AC	FILTER EN 09057006		
JOB # 4	6	2AM02004-AA	OIL OW20 01081090		
JOB # 4 TOTAL PARTS					0.00
JOB # 4 TOTAL LABOR & PARTS					0.00
J# 5	00CHZROTATE	TIRE ROTATION	HOURS: 0.00	TECH(S): 8124	WARRANTY
DEALER ADVISED TO HAVE TIRES ROTATED					
Performed tire rotation set tire pressure all is well					
PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
JOB # 5 TOTAL PARTS					0.00

Thank you for selecting Rockland CDJR for your vehicle needs. Please know the Chrysler Corporation will be sending you a survey about your treatment today and that we would greatly appreciate your highest rating. I hope that you find the service that we provided to you satisfactory and if not please call me at extension 398 so that I can assist you.

Rockland CDJR Service Team



60 Route 304 Nanuet, NY 10954
Phone (845) 623-7873
N.Y.S. M.V. R/S REG NO. 7124771
www.rocklandcjd.com



CELL: [REDACTED]

ADVISOR FLORENCE KELLY		TAG NO. 2267	INVOICE DATE 12/11/19	STOCK NO.
LABOR RATE 150.00	LICENSE NO.	MILEAGE 28,938	COLOR /	
YEAR / MAKE / MODEL 18/JEEP/WRANGLER/			DELIVERY DATE	DELIVERY MILES
VEHICLE I.D. NO. 1 C 4 H J X D G 1 J			SELLING DEALER NO.	PRODUCTION DATE
P.T.E. NO.		P.O. NO.	P.O. DATE 12/11/19	
COMMENTS				

MO: 28946

JOB # 5 TOTAL LABOR & PARTS 0.00

ESTIMATE-----

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

COMMENTS-----

Created By mclarkrocklandcjdcom Created On 12-07-2019 Sta - TAG NUM
BER IS 071

TOTALS-----

THANK YOU FOR THE OPPORTUNITY TO SERVICE YOUR VEHICLE
WE EXPECT AND HOPE THAT YOUR SERVICE VISIT HAS BEEN PLEASANT
PLEASE TAKE A MOMENT TO TELL US HOW WE PERFORMED.

I WAS GREETED PROMPTLY AND COURTEOUSLY	YES	NO
MY CAR WAS READY WHEN YOU PROMISED IT WOULD BE	YES	NO
I PLAN TO RETURN FOR FUTURE SERVICE	YES	NO
MY SERVICE ADVISOR WAS HELPFUL AND COURTEOUS	YES	NO

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

***** FOR YOUR CONVENIENCE*****

MONDAY - FRIDAY 7:30 AM TO 6:00 PM
SATURDAY 8:00 AM TO 4:00 PM

CUSTOMER SIGNATURE

***** DUPLICATE INVOICE *****

Thank you for selecting Rockland CDJR for your vehicle needs. Please know the Chrysler Corporation will be sending you a survey about your treatment today and that we would greatly appreciate your highest rating. I hope that you find the service that we provided to you satisfactory and if not please call me at extension 398 so that I can assist you.

Rockland CDJR Service Team



DUMONT, NJ		VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
		1C4HJXDG1J	38821	38821	10/03/20 07:48	10/12/20	
		VEHICLE DESCRIPTION			TAG NO.	STATUS	
		2018 JEEP WRANGLER U				PARTIAL-COMPLETE-P	
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS
		145.0					No Charge
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.		ENGINE	
				CANDICE SEBASTIAN (134)			

WE APPRECIATE YOUR BUSINESS! IF YOU HAVE ANY COMMENTS OR SUGGESTIONS, PLEASE TALK TO A SERVICE ADVISOR, OR CALL OUR SERVICE MANAGER.

ATTENTION!!! ALL SPECIAL ORDERED PARTS WILL BE RETURNED TO CHRYSLER IF NOT PICKED UP OR INSTALLED WITHIN 30 DAYS. WE APOLOGIZE FOR ANY INCONVENIENCE THIS MAY CAUSE. THANKS!

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount						
A	PICKUP		A00		Internal							
Concern	Our Valued Customer. Due to our limited parking for service vehicles, we ask that you pick up as soon as completed. "IF YOUR VEHICLE IS LEFT MORE THAN 24 HOURS AFTER YOU RECEIVE TEXT, E-MAIL OR A PHONE CALL, A \$35.00 A DAY CHARGE WILL BE INCURRED". THANK YOU SO MUCH FOR YOUR COOPERATION IN THIS MATTER. PLEASE READ ABOVE AND SIGN HERE. X _____ (signature)											
B	90		A00		Customer	\$0.00						
Concern	CUSTOMER REQUESTS FREE MULTIPOINT INSPECTION----- ACCEPTS _____ DECLINES _____											
Correction	INSPECTION COMPLETED AND REPORTED TO CUSTOMER											
Line Total...						\$0.00						
C	ALIGN		A00		Customer	\$0.00						
Concern	CUSTOMER ACCEPTS _____ CUSTOMER DECLINES _____ FREE 4 WHEEL ALIGNMENT CHECK WITH FREE RESULTS PRINTOUT											
Line Total...						\$0.00						
D			A20		Warranty							
Concern	Customer states SHAKES OVER BUMPS AT 40-55 MPH											
Cause	TECH CONFIRMED ISSUE UPON TEST DRIVE, STEERING FEELS LOOSE WHEN DRIVING.											
Correction	TECH PERFORMED TSB 08-074-20, REPLACED EPS STEERING GEAR PER CHRYSLER.ROADTESTED, VEHICLE HANDLING MUCH BETTER.											
<table border="1"> <thead> <tr> <th>Part Number</th> <th>Description</th> <th>Qty.</th> </tr> </thead> <tbody> <tr> <td>68088485AB</td> <td>FLUID POWER</td> <td>2</td> </tr> </tbody> </table>							Part Number	Description	Qty.	68088485AB	FLUID POWER	2
Part Number	Description	Qty.										
68088485AB	FLUID POWER	2										



DUMONT, NJ		VEHICLE ID		MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
		1C4HJXDG1JW		38821	38821	10/03/20 07:48	10/12/20	
VEHICLE DESCRIPTION						TAG NO.	STATUS	
2018 JEEP WRANGLER U							PARTIAL-COMPLETE-P	
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS	
		145.0					No Charge	
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.			ENGINE	
				CANDICE SEBASTIAN (134)				

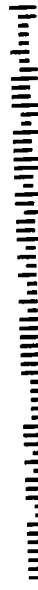
Line	Op-Code	Fail Code	Tech	Hours	Type	Amount												
D	Continued																	
<table><tr><th>Part Number</th><th>Description</th><th>Qty.</th></tr><tr><td>68507569AA</td><td>GEAR</td><td>1</td></tr><tr><td>6506950AA</td><td>SCREW HEX F</td><td>1</td></tr><tr><td>6513396AA</td><td>BOLT NONE</td><td>4</td></tr></table>							Part Number	Description	Qty.	68507569AA	GEAR	1	6506950AA	SCREW HEX F	1	6513396AA	BOLT NONE	4
Part Number	Description	Qty.																
68507569AA	GEAR	1																
6506950AA	SCREW HEX F	1																
6513396AA	BOLT NONE	4																
E		A00			Customer	\$0.00												
Concern Customer states STEERING WANDERS																		
Correction SEE ABOVE																		
Line Total...						\$0.00												
Warranty Claim Types: W1 Authorization Code:																		

Warranty Claim Type: W	Authorization Code:	Service Cont No:
		Totals
		Amount
Total Amount Due		\$0.00

STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.		On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence, or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.
_____ CUSTOMER SIGNATURE		_____ (SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

DAVID J. GORBERG & ASSOCIATES, INC.
103 SIBLEY AVENUE
ARDMORE, PA 19003

FIRST CLASS MAIL



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



**Service of Process
Transmittal**

04/16/2021

CT Log Number [REDACTED]

TO: Melissa Graylin
Fca US LLC
1000 CHRYSLER DR OFC OF
AUBURN HILLS, MI 48326-2766

RE: Process Served in New Jersey

FOR: FCA US LLC (Domestic State: DE)

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

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

DOCUMENT(S) SERVED: Letter, Notice, Case Information Statement, Summons, Attachment(s), Complaint, Demand, Designation

COURT/AGENCY: Bergen County Superior Court - Law Division, NJ
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2018 Jeep Wrangler, VIN: 1C4HJXDG1J [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, West Trenton, NJ

DATE AND HOUR OF SERVICE: By Certified Mail on 04/16/2021 postmarked: "Illegible"

JURISDICTION SERVED : New Jersey

APPEARANCE OR ANSWER DUE: Within 35 days from the date of receipt, not counting the day of receipt

ATTORNEY(S) / SENDER(S): DAVID J. GORBERG
DAVID J. GORBERG & ASSOCIATES, P.C.
103 Sibley Ave.
Ardmore, PA 19003
215-665-7660

ACTION ITEMS: CT has retained the current log, Retain Date: 04/16/2021, Expected Purge Date: 04/21/2021

Image SOP

Email Notification, Lance Arnott sopverification@wolterskluwer.com

REGISTERED AGENT ADDRESS: C T Corporation System
820 Bear Tavern Road
West Trenton, NJ 08628
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

LAW OFFICES
DAVID J. GORBERG & ASSOCIATES, P.C.
103 SIBLEY AVENUE
ARDMORE, PA 19003



UNITED STATES
02 1P
0003162
MAILED F

FIRST CLASS MAIL

|||||
FCA US, LLC
c/o CT Corporation
820 Bear Tavern Road
West Trenton, NJ 08628

DAVID J. GORBERG & ASSOCIATES, P.C.

103 SIBLEY AVENUE
ARDMORE, PA 19003

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

215-665-7660
FAX 215-563-8738

www.MyLemon.com

NEW JERSEY OFFICE
1813 BERLIN ROAD
CHERRY HILL, NJ 08003

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

NEW YORK OFFICE
777 WESTCHESTER AVE, SUITE 101
WHITE PLAINS, NY 10604

DAVID J. GORBERG[†]
LAURA L. WOLFE[‡]
COURTNEY L. SOFIA^{*}
DANIEL B. UNGER[§]

*MEMBER OF PA AND NJ BARS
†MEMBER OF PA, NJ AND NY BARS
‡MEMBER OF PA AND MA BARS
§MEMBER OF PA BAR

April 8, 2021

FCA US, LLC
c/o CT Corporation
820 Bear Tavern Road
West Trenton, NJ 08628

RE: [REDACTED] VS. FCA US, LLC
DOCKET: [REDACTED]

Dear Sir/Madam:

Enclosed please find the Track Assignment Notice and a copy of the Civil Action Complaint and Summons, the original of which has been filed by our office in connection with the above referenced matters.

You are hereby notified that you have been notified within thirty-five (35) days from your receipt of the summons served against you.

DJG/jm
Enclosure

CERTIFIED MAIL - RETURN RECEIPT
RECEIPT NO.: [REDACTED]

BERGEN COUNTY COURTHOUSE
SUPERIOR COURT LAW DIV
BERGEN COUNTY JUSTICE CTR RM 415
HACKENSACK NJ 07601-7680

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (201) 221-0700
COURT HOURS 8:30 AM - 4:30 PM

DATE: APRIL 06, 2021
RE: [REDACTED] VS FCA US, LLC
DOCKET: [REDACTED]

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 1.

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

THE PRETRIAL JUDGE ASSIGNED IS: HON WALTER F. SKROD

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001
AT: (201) 527-2600.

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

ATTENTION:

ATT: DAVID J. GORBERG
DAVID J. GORBERG & ASSOCIATES
103 SIBLEY AVE
ARDMORE PA 19003

ECOURTS

Civil Case Information Statement

Case Details: BERGEN | Civil Part Docket# [REDACTED]

Case Caption: [REDACTED] VS FCA US, LLC

Case Initiation Date: 04/06/2021

Attorney Name: DAVID J GORBERG

Firm Name: DAVID J. GORBERG & ASSOCIATES

Address: 103 SIBLEY AVE

ARDMORE PA 19003

Phone: 2156657660

Name of Party: PLAINTIFF [REDACTED]

Name of Defendant's Primary Insurance Company
(if known): None

Case Type: LEMON LAW

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Are sexual abuse claims alleged by: [REDACTED]? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

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

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Business

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO Title 59? NO Consumer Fraud? NO

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

04/06/2021

Dated

/s/ DAVID J GORBERG

Signed

SUMMONS

Attorney(s) : David J. Gorberg
Office Address 103 SIBLEY AVENUE
Town, State, Zip Code Ardmore, PA 19003
Telephone Number (215) 665-7660
Attorney(s) for Plaintiff _____

Plaintiff(s)

Vs.
FCA US, LLC

Defendant(s)

Superior Court of New Jersey

Bergen COUNTY
LAW DIVISION

Docket No: _____

CIVIL ACTION SUMMONS

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure; then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

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

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.

Clerk of the Superior Court

DATED: 04/08/2021

Name of Defendant to Be Served: FCA US, LLC

Address of Defendant to Be Served: c/o CT Corp., 820 Bear Tavern Road, Ewing, NJ 08628

Directory of Superior Court Deputy Clerk's Offices County Lawyer Referral and Legal Services Offices

ATLANTIC COUNTY:

Deputy Clerk of the Superior Court
Civil Division, Direct Filing
1201 Bacharach Blvd., First Fl.
Atlantic City, NJ 08401

LAWYER REFERRAL

(609) 345-3444

LEGAL SERVICES

(609) 348-4200

BERGEN COUNTY:

Deputy Clerk of the Superior Court
Civil Division, Room 115
Justice Center, 10 Main St.
Hackensack, NJ 07601

LAWYER REFERRAL

(201) 488-0044

LEGAL SERVICES

(201) 487-2166

BURLINGTON COUNTY:

Deputy Clerk of the Superior Court
Central Processing Office
Attn: Judicial Intake
First Fl., Courts Facility
49 Rancocas Rd.
Mt. Holly, NJ 08060

LAWYER REFERRAL

(609) 261-4862

LEGAL SERVICES

(609) 261-1088

CAMDEN COUNTY:

Deputy Clerk of the Superior Court
Civil Processing Office
Hall of Justice
1st Fl., Suite 150
101 South 5th Street
Camden, NJ 08103

LAWYER REFERRAL

(856) 482-0618

LEGAL SERVICES

(856) 964-2010

CAPE MAY COUNTY:

Deputy Clerk of the Superior Court
9 N. Main Street
Cape May Court House, NJ 08210

LAWYER REFERRAL

(609) 463-0313

LEGAL SERVICES

(609) 465-3001

CUMBERLAND COUNTY:

Deputy Clerk of the Superior Court
Civil Case Management Office
60 West Broad Street
P.O. Box 10
Bridgeton, NJ 08302

LAWYER REFERRAL

(856) 696-5550

LEGAL SERVICES

(856) 691-0494

ESSEX COUNTY:

Deputy Clerk of the Superior Court
Civil Customer Service
Hall of Records, Room 201
465 Dr. Martin Luther King Jr. Blvd.
Newark, NJ 07102

LAWYER REFERRAL

(973) 622-6204

LEGAL SERVICES

(973) 624-4500

GLOUCESTER COUNTY:

Deputy Clerk of the Superior Court
Civil Case Management Office
Attn: Intake
First Fl., Court House
1 North Broad Street
Woodbury, NJ 08096

LAWYER REFERRAL
(856) 848-4589
LEGAL SERVICES
(856) 848-5360

HUDSON COUNTY:

Deputy Clerk of the Superior Court
Superior Court, Civil Records Dept.
Brennan Court House--1st Floor
583 Newark Ave.
Jersey City, NJ 07306

LAWYER REFERRAL
(201) 798-2727
LEGAL SERVICES
(201) 792-6363

HUNTERDON COUNTY:

Deputy Clerk of the Superior Court
Civil Division
65 Park Avenue
Flemington, NJ 08822

LAWYER REFERRAL
(908) 236-6109
LEGAL SERVICES
(908) 782-7979

MERCER COUNTY:

Deputy Clerk of the Superior Court
Local Filing Office, Courthouse
175 S. Broad Street, P.O. Box 8068
Trenton, NJ 08650

LAWYER REFERRAL
(609) 585-6200
LEGAL SERVICES
(609) 695-6249

MIDDLESEX COUNTY:

Deputy Clerk of the Superior Court,
Middlesex Vicinage
2nd Floor - Tower
56 Paterson Street, P.O. Box 2633
New Brunswick, NJ 08903-2633

LAWYER REFERRAL
(732) 828-0053
LEGAL SERVICES
(732) 249-7600

MONMOUTH COUNTY:

Deputy Clerk of the Superior Court
Court House
P.O. Box 1269
Freehold, NJ 07728-1269

LAWYER REFERRAL
(732) 431-5544
LEGAL SERVICES
(732) 866-0020

MORRIS COUNTY:

Morris County Courthouse
Civil Division
Washington and Court Streets
P. O. Box 910
Morristown, NJ 07963-0910

LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 285-6911

OCEAN COUNTY:

Deputy Clerk of the Superior Court
118 Washington Street, Room 121
P.O. Box 2191
Toms River, NJ 08754-2191

LAWYER REFERRAL
(732) 240-3666
LEGAL SERVICES
(732) 341-2727

PASSAIC COUNTY:

Deputy Clerk of the Superior Court
Civil Division
Court House
77 Hamilton Street
Paterson, NJ 07505

LAWYER REFERRAL
(973) 278-9223
LEGAL SERVICES
(973) 523-2900

SALEM COUNTY:

Deputy Clerk of the Superior Court
Attn: Civil Case Management Office
92 Market Street
Salem, NJ 08079

LAWYER REFERRAL
(856) 935-5629
LEGAL SERVICES
(856) 691-0494

SOMERSET COUNTY:

Deputy Clerk of the Superior Court
Civil Division
P.O. Box 3000
40 North Bridge Street
Somerville, N.J. 08876

LAWYER REFERRAL
(908) 685-2323
LEGAL SERVICES
(908) 231-0840

SUSSEX COUNTY:

Deputy Clerk of the Superior Court
Sussex County Judicial Center
43-47 High Street
Newton, NJ 07860

LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 383-7400

UNION COUNTY:

Deputy Clerk of the Superior Court
1st Fl., Court House
2 Broad Street
Elizabeth, NJ 07207-6073

LAWYER REFERRAL
(908) 353-4715
LEGAL SERVICES
(908) 354-4340

WARREN COUNTY:

Deputy Clerk of the Superior Court
Civil Division Office
Court House
413 Second Street
Belvidere, NJ 07823-1500

LAWYER REFERRAL
(908) 859-4300
LEGAL SERVICES
(908) 475-2010

DAVID J. GORBERG & ASSOCIATES, P.C.
By: DAVID J. GORBERG
ID Number: 104752014
103 Sibley Ave
Ardmore, PA 19003
215-665-7660

Attorney for Plaintiff

VS.

FCA US LLC

: SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION
: BERGEN COUNTY
: DOCKET NO. BER -L -
:
: CIVIL ACTION
: COMPLAINT AND JURY TRIAL
: DEMAND

COMPLAINT

1. Plaintiff, [REDACTED] is an adult individual citizen residing at [REDACTED]

[REDACTED] Dumont, NJ [REDACTED]

2. Defendant, FCA US LLC is a business corporation qualified to do business and regularly conducts business in the State of New Jersey with its service address at c/o CT Corporation, 820 Bear Tavern Road, Ewing, NJ 08628.

BACKGROUND

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

4. On or about May of 2018, Plaintiff purchased a 2018 Jeep Wrangler (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number 1C4HJXDG1J [REDACTED] The vehicle was purchased in the State of New Jersey and registered in the State of New Jersey.

5. The price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, totaled more than \$25,000.00

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

7. After taking possession of the above-mentioned vehicle, Plaintiff experienced defects and nonconformities, which substantially impaired the use, value and/or safety of the vehicle and are likely to cause death or serious bodily injury if the vehicle is driven.

8. Said nonconformities consisted of, but were not limited to defective steering and drive-train.

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

10. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant more than two (2) times for the same nonconformity, and after a reasonable number of attempts, Defendant was unable to repair the nonconformities.

11. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and the nonconformities/defects are likely to cause death or serious bodily injury if the vehicle is driven.

12. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of twenty (20) days or more.

13. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety, and are likely to cause death or serious bodily injury if the vehicle is driven.

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

15. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its warranty and or its inability to repair the aforementioned nonconformity

16. Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to attorneys' fees and all court costs.

COUNT I
NEW JERSEY AUTOMOBILE LEMON LAW CLAIM

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

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

19. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

20. Plaintiff's vehicle is a "New Motor Vehicle" as defined by N.J.S.A. 56:12-30.

21. Said vehicle experienced defects and nonconformities within the first two years of purchase or within the first twenty-four thousand (24,000) miles, which substantially impair the use, value and/or safety of said vehicle.

22. Defendant failed to correct and/or repair said nonconformities and said nonconformities /defect(s) are likely to cause death or serious bodily injury if the vehicle is driven.

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

24. Section 56:12-32 of the New Jersey Lemon Law provides:

a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date of original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

25. Section 56:12-33 of the New Jersey Lemon Law provides a presumption of a reasonable number of repair attempts:

a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 24,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:

(1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or

(2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and nonconformity continues to exist.

(3) A nonconformity which is likely to cause death or serious bodily injury if the vehicle is driven has been subject to examination or repair at least once by the manufacturer, co-manufacturer, or post-manufacturing modifier, or its dealer or distributor, and the nonconformity continues to exist.

26. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times or more, for the same nonconformity, and the nonconformity remains uncorrected and said nonconformities /defect(s) are likely to cause death or serious bodily injury if the vehicle is driven.

27. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) days or more.

28. As a direct and proximate result of Defendant=s failure to repair the nonconformities, Plaintiff has suffered damages and, in accordance with N.J.S.A. 56:12-32, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against

the Defendant in an amount equal to the contract price of the subject vehicle, plus all collateral charges and attorney fees.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

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

31. Plaintiff is a consumer as defined by 15 U.S.C. '2301(3).

32. Defendant is a warrantor as defined by 15 U.S.C. '2301(5).

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

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

35. Defendant failed to make effective repairs, or failed to make effective repairs within a reasonable time.

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

37. Section 15 U.S.C. '2310 (d) (1) provides:

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

[REDACTED]

shall determine that such an award of attorney's fees would be inappropriate.

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to the contract price of the subject vehicle, plus all collateral charges and attorney fees.

COUNT III
UNIFORM COMMERCIAL CODE

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

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

- a. Breach of Express Warranty
- b. Breach of Implied Warranty of Merchantability,
- c. Breach of Implied Warranty of Fitness for a Particular Purpose,
- d. Breach of Duty of Good Faith.

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

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

43. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and

representations with regard to the subject vehicle.

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

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to the contract price of the subject vehicle, plus all collateral charges and attorney fees.

COUNT IV
NEW JERSEY CONSUMER FRAUD ACT

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

47. Defendant's actions surrounding the sale and servicing of the subject vehicle constitute unconscionable commercial practice. Defendant's agents also acted with a reckless and callous disregard for plaintiff's rights in negotiating and handling Plaintiff's warranty claims.

48. Defendant's failure to supply an itemized legible statement of repair is an unlawful practice pursuant to the New Jersey Consumer Fraud Act N.J.S.A. 56:8-2.

49. N.J.S.A. 56.8-1 entitled "FRAUD, ETC., IN SALES OR ADVERTISEMENTS OF MERCHANDISE" prohibits the aforementioned actions taken by defendant in the sale and attempted repair of the subject vehicle.

50. Defendant's intentional, reckless, wanton and willful violation of New Jersey's

[REDACTED]

Consumer Fraud Act entitles plaintiff to an additional award of attorney fees and discretionary damages.

51. Plaintiff believes, and therefore, avers the reckless, wanton and willful failure of defendant to comply with the terms of the written warranties constitute an unfair method of competition.

52. The Court, in its discretion, is authorized to award discretionary damages for violations of the Act and plaintiff seeks to recover same.

WHEREFORE, plaintiff respectfully demands judgment against the defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY: [REDACTED]

David J. Gorberg
Attorney for Plaintiff

DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DAVID J. GORBERG** Attorney for Plaintiff
Identification No.: 104752014
103 Sibley Ave
Ardmore, PA 19003
215-665-7660

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues set forth herein.


David J. Gorberg
Attorney for Plaintiff

CERTIFICATION PURSUANT TO RULE 4:5-1

The undersigned, of full age, hereby certifies:

1. I am an attorney of the state of New Jersey and am an associate in the firm of David J. Gorberg & Associates, P.C. and am the attorney principally charged with handling this matter.
2. To the best of my knowledge and information, the within action is not the subject of any other action pending in any court, or any arbitration proceedings contemplated.
3. To the best of my knowledge and information, there are no other parties who should be joined to this action at this time.
4. This Certification is provided pursuant to the requirements of Rule 4:5-1.

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

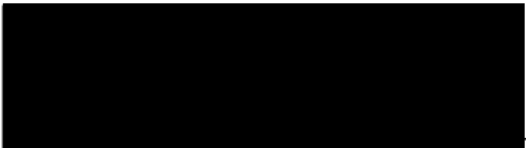


David J. Gorberg

DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DAVID J. GORBERG** Attorney for Plaintiff
Identification No.: 104752014
103 Sibley Ave
Ardmore, PA 19003
215-665-7660

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, David J. Gorberg, Esquire, is hereby designated as trial counsel.


David J. Gorberg

**Service of Process
Transmittal**

05/12/2020

CT Log Number [REDACTED]

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

RE: Process Served in Michigan

FOR: FCA US LLC (Domestic State: DE)

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

TITLE OF ACTION: [REDACTED] Pltf. vs. FCA US, LLC, etc., et al., Dfts.
Name discrepancy noted.

DOCUMENT(S) SERVED: Letter, Summons, Proof of Service, Demand for Jury Trial, Complaint, Exhibit(s)

COURT/AGENCY: Wayne County - 3rd Circuit Court, MI
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2018 Jeep Wrangler
VIN#1C4HJXEG9J [REDACTED]

ON WHOM PROCESS WAS SERVED: The Corporation Company (CA), South Lyon, MI

DATE AND HOUR OF SERVICE: By Certified Mail on 05/12/2020 postmarked on 05/08/2020

JURISDICTION SERVED : Michigan

APPEARANCE OR ANSWER DUE: Within 28 days after receiving this summons

ATTORNEY(S) / SENDER(S): Dani K. Liblang
The Liblang Law Firm, P.C.
346 Park St Ste 200
Birmingham, MI 481009
(248) 540-9270

ACTION ITEMS: CT will retain the current log

Image SOP

Email Notification, Lance Arnott SOPVerification@wolterskluwer.com

SIGNED: The Corporation Company (CA)
ADDRESS: 1999 Bryan St Ste 900
Dallas, TX 75201-3140

For Questions: 877-564-7529
MajorAccountTeam2@wolterskluwer.com

CERTIFIED MAIL



\$8.800
US POSTAGE
FIRST CLASS
48009 MAY 07 2020
0625000564977
stamps
endicia

Metroplex MI 480 ZIP

FRI 08 MAY 2020 AM

THE LIBLANG LAW FIRM, PC

Attorneys and Counselors At Law

346 Park Street, Suite 200

Birmingham, Michigan 48009

To:

FCA US, LLC

RA: The Corporation Company

229 Brookwood Dr Unit 14

South Lyon MI 48178-1858

UNITED STATES POSTAL SERVICE®

CERTIFIED MAIL®

FOR USE ONLY WITH IMpb SHIPPING LABEL

THE LIBLANG LAW FIRM, PC

Attorneys and Counselors At Law

Attorneys

Dani K. Liblang
Susan M. Martin
Alan L. Latham
Eric J. Liblang

Of Counsel

Terry J. Adler

— ♦ —

Legal Assistants

Krista E. Muskovin
Stephanie D. Ahmad
Rena Polsinelli

May 6, 2020

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

FCA US, LLC

RA: The Corporation Company
229 Brookwood Dr Ste 14
South Lyon, MI 48178

Re: [REDACTED] vs FCA US, LLC, et al.
Case No.: [REDACTED]

Dear Sir/Madam:

Enclosed please find the Summons, Complaint and Demand for Jury Trial in the above matter.

Sincerely,

THE LIBLANG LAW FIRM, P.C.

I

DKL/rp
Enclosure



STATE OF MICHIGAN
THIRD JUDICIAL CIRCUIT
WAYNE COUNTY

SUMMONS

Hon. John H. Gillis, Jr.

Court address : 2 Woodward Ave., Detroit MI 48226

Court telephone no.: 313-224-5243

Plaintiff's name(s), address(es), and telephone no(s)

Plaintiff's attorney, bar no., address, and telephone no

Birmingham, M

v

Defendant's name(s), address(es), and telephone no(s).
FCA US, LLC

Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.

Domestic Relations Case

- ☐ There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- ☐ There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (form MC 21) listing those cases.
- ☐ It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

- ☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035
- ☐ MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- ☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in ☐ this court, ☐ _____ Court,

where it was given case number _____ and assigned to Judge _____.

The action ☐ remains ☐ is no longer pending.

Summons section completed by court clerk.

SUMMONS

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date
5/1/2020Expiration date*
7/31/2020Court clerk
Laverne Chapman

Cathy M. Garrett- Wayne County Clerk.

*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

MC 01 (9/19)

SUMMONS

MCR 1.109(D), MCR 2.102(B), MCR 2.103, MCR 2.104, MCR 2.105



PROOF OF SERVICE

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE☐ **OFFICER CERTIFICATE****OR**☐ **AFFIDAVIT OF PROCESS SERVER**

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (MCR 2.104[A][2]), and that: (notarization not required)

Being first duly sworn, I state that I am a legally competent adult, and I am not a party or an officer of a corporate party (MCR 2.103[A]), and that: (notarization required)

☐ I served personally a copy of the summons and complaint.

☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint, together with _____

List all documents served with the Summons and Complaint

_____ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

☐ I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

I declare under the penalties of perjury that this proof of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

Service fee \$	Miles traveled \$	Fee \$	
Incorrect address fee \$	Miles traveled \$	Fee \$	Total fee \$

Signature _____

Name (type or print) _____

Title _____

Subscribed and sworn to before me on _____, _____ County, Michigan.

My commission expires: _____ Date

Signature: _____

Deputy court clerk/Notary public

Notary public, State of Michigan, County of _____

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with _____ Attachments

_____ on _____

Day, date, time

_____ on behalf of _____

Signature

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE



Plaintiff,

-vs-

HON.
Case No. 20-

-NZ

FCA US, LLC, a Foreign Limited Liability Company,
GL TELEGRAPHY, LLC, d/b/a TELEGRAPH
CHRYSLER JEEP, INC., a Domestic Profit Corporation,
CAPITAL ONE AUTO FINANCE, INC., a Foreign
Profit Corporation, jointly and severally,

Defendant.

THE LIBLANG LAW FIRM, P.C.
BY: DANI K. LIBLANG (P33713)
SUSAN M. MARTIN (P47459)
Attorneys for Plaintiff
346 Park Street, Suite 200
Birmingham, MI 48009
(248) 540-9270

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury in the above entitled cause.

Respectfully submitted,
THE LIBLANG LAW FIRM, P.C.,
BY: /s/ Dani K. Liblang
DANI K. LIBLANG (P33713)
Attorneys for Plaintiff
346 Park Street, Suite 200
Birmingham, MI 48009
(248) 540-9270
danil@lemonlawlawyers.com

DATED: May 1, 2020

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

Plaintiff,

-vs-

HON.

Case No. 20-

-NZ

FCA US, LLC, a Foreign Limited Liability Company,
GL TELEGRAPHY, LLC, d/b/a TELEGRAPH
CHRYSLER JEEP, INC., a Domestic Profit Corporation,
CAPITAL ONE AUTO FINANCE, INC., a Foreign
Profit Corporation, jointly and severally,

Defendant.

THE LIBLANG LAW FIRM, P.C.
BY: DANI K. LIBLANG (P33713)
SUSAN M. MARTIN (P47459)
Attorneys for Plaintiff
346 Park Street, Suite 200
Birmingham, MI 48009
(248) 540-9270

COMPLAINT

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action, not between these parties, arising out of the same transaction or occurrence as alleged in this complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a judge in this court.

Plaintiff, by her attorneys, The Liblang Law Firm, P.C., complains against the above named

Defendants, as follows:

GENERAL ALLEGATIONS

1. Plaintiff is a resident of the City of Lincoln Park, Wayne County, Michigan.
2. Defendant, FCA US, LLC ("Manufacturer"), is a Foreign Limited Liability Company authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the manufacture, sale, distribution and/or importing of Jeep motor vehicles and related equipment, and at all relevant times carried on a continuous and systematic portion of its business throughout the State of Michigan, including Wayne County.

3. Defendant, GL Telegraph, LLC, d/b/a Telegraph Chrysler Dodge Jeep Ram ("Telegraph" or "Dealer"), is a limited liability company duly authorized to conduct business in the State of Michigan and, at all relevant times hereto, was and is engaged in the business of selling and servicing Chrysler motor vehicles and was an authorized Chrysler dealer and Defendant Chrysler's agent for purposes of performing diagnoses and repairs under Chrysler's written warranties, with its principal place of business located in the City of Plymouth, Wayne County, Michigan.

4. Defendant, Capital One Auto Finance, Inc. ("Finance Co."), is a corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the business of financing motor vehicles, and at all relevant times carried on a continuous and systematic portion of its business throughout the State of Michigan, including Wayne County.

5. Upon information and belief, Defendants are closely connected entities with respect to the subject purchase transaction. See, e.g., *Cessna Finance Corp v Warmus*, 159 Mich App 706, 709, 407 NW2d 66, 68 (1987).

6. On or about May 31, 2018, Plaintiff purchased a new 2018 Jeep Wrangler, VIN 1C4HJXEG9JV [REDACTED] (the "vehicle"), which motor vehicle was manufactured by Defendant Manufacturer (see, Application for Michigan Title, Ex. A).

7. At the time of the purchase, Plaintiff executed a retail installment sales contract ("RISC") with Defendant Dealer, which contract was assigned by Defendant Dealer to Defendant Finance Co (a copy of the RISC is attached as Ex. B).

8. Defendant Finance Co., as the assignee and/or holder of the subject retail installment contract is subject to all of Plaintiff's claims and defenses against Defendants Dealer and Manufacturer out of the above retail installment transaction, pursuant to MCLA 492.114a(b), 16 CFR 433, UCC Article 2, the common law of assignment, and Defendant Finance Co.'s close connection

with Defendant Dealer, as well as the language of the subject RISC, to-wit:

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

(see, RISC, Ex. B).

9. Where, as here, a defective product is subject to a finance contract, the seller and/or manufacturer must indemnify a Plaintiff who successfully asserts claims for breach of warranty and/or revocation. See, e.g., *Lycos v Gray Mobile Home Sales, Inc*, 76 Mich App 165, 167-168; 256 NW2d 63, 65 (1977).

10. At the time of delivery, the vehicle was covered with the remainder of Defendant Manufacturer's 3-year/36,000-mile basic and 5-year/60,000-mile powertrain warranty (see, Warranty Coverage at a Glance, Ex. C).

11. Subsequent to Plaintiff's purchase and within the express warranty time and mileage limits, the vehicle was returned to Defendant's authorized dealers for diagnosis and repair of defects or nonconformities that prevented the vehicle from conforming to Defendant's written express warranty, including but not limited to:

DATE	MILES	DAYS	CUSTOMER CONCERN	REPAIR ATTEMPT
01/09/2020 01/13/2020	21472	5	Steering: when changing lanes feels like steering wheel is locking or freezing up please check and advise. Steering Campaign/Recall:	Per the TSB performed configuration procedure to correct sales code and verified proper operation of the power steering Customer satisfaction Notification V41 - Steering Damper V41 - 2018 - 2019 JL Steering Damper please perform recall per vin number 1C4HJXEG9 [REDACTED] recall number V41 Matt in par TS said part available

01/23/2020 02/05/2020	21540	14	Death Wobble: Customer requests V71 recall V71 per vehicle history.	Verified shimmy per concern, per vehicle history replaced the dampener per the recall again and properly purged the air. Test drove the veh on my speed no more vibration but if hit a bump on hwy speed the vehicle will start shaking hard steering linkage also reset the front TOE plus time to road test several times on I-75 for verification See STY verified concern found the St. Linkage from the gear to the knuckle had some light lateral play. Replaced the inner and outer drag links also reset the front TOE slightly more in Also set the steer ahead. Road Test to 70, verified proper operation ND no st. shimmy.
03/06/2020 03/26/2020	22094	21	Death Wobble: shaking in steering wheel @ 60 mph and higher all the time. Stop Start System: inop.	Balance and rotated the wheels. Upon balancing found the right rear wheel out by 1.0 oz Left rear out by .750Z and RF out by .25 OZ, corrected the balance and rotated wheels, alignment. Verified inop on road test, only stored BCM DTC B1812-11; performed PCM, TCM, ABS and IPC module flash updates per the TSBs after updates road tested.

(See, Repair Records in the possession of Plaintiff, Ex. D).

12. Despite the foregoing opportunities to repair, the vehicle has not been satisfactorily repaired and continues to have defects or conditions that prevent the vehicle from conforming to Defendant Manufacturer's written warranties, as well as the implied warranty of merchantability arising under Michigan's Uniform Commercial Code, including but not limited to, the above described defects or conditions.

13. At the time of the aforesaid sale, Defendants knew or had reason to know that the subject vehicle had a defectively designed and/or manufactured solid front axle suspension and damping system that causes the steering wheel to shake violently after encountering common and expected road variations while operating at highway speeds; this phenomenon is referred to as the Jeep "Death Wobble," a term known to Defendants and commonly used among Jeep owners to identify this condition.

14. The “Death Wobble” is the seemingly uncontrollable side-to-side shaking of the Jeep’s front-end steering components and, by extension, its steering wheel, making the Jeep unsafe to operate by impairing the operator’s ability to steer and control the Jeep, presenting a serious safety hazard to Plaintiff and other persons on the roadway (see, Matt Konkle, *Jeep Death Wobble: How to Properly Handle, Diagnose and Fix*, Quadratec (March 16, 2018) (Ex. E).

15. Although Defendants knew or should have known of that the “Death Wobble” defect continued to exist in the subject vehicle at the time of offering the vehicle for sale to Plaintiff, Defendants failed to inform Plaintiff of the defect and withheld this information either intentionally or recklessly so as to mislead Plaintiff with respect to the vehicle’s condition and with the intention that Plaintiff would rely on the omission in agreeing to enter into the aforesaid sale at the agreed upon price.

16. Had Plaintiff been informed of this defect or nonconformity, Plaintiff never would have agreed to purchase the vehicle.

17. The “Death Wobble” problem is described in Defendant FCA’s Customer Satisfaction Notification (“CSN”) V41, as follows:

The front suspension damper on about 192,000 of the above [2018-2019 Jeep Wrangler] vehicles may not effectively damp oscillation of the steering system, resulting in a sustained shake or shimmy in the steering wheel. This can be more noticeable hwnw driving at speeds exceeding 55 Miles Per Hour (MPH) 88 Kilometers Per Hour (KPH) after contacting a bumpy road surface and in temperatures below 40° Fahrenheit (5° Celsius).

(See, CSN V41, Ex. F); upon information and belief, the “repairs” outlined in the CSN V41 service procedures were designed to temporarily mask the “Death Wobble” until the warranty coverage expires.

18. Although Defendants attempted repairs to Plaintiff’s vehicle as set forth above, including the CSN V41 service, the repairs were inadequate, in that Plaintiff has continued to experience the “Death Wobble” when operating the Jeep.

19. As a result of the "Death Wobble," as well as the additional defects and non-conformities set forth above, Defendants' misrepresentations and omissions, and Defendants' inability to properly diagnose and repair same within a reasonable time, the use and value of the vehicle to Plaintiff have been substantially impaired, Plaintiff has been deprived the benefit of her bargain, and Plaintiff's faith and confidence in the vehicle have been irretrievably shaken.

20. Plaintiff seeks damages in excess of \$25,000 and/or equitable relief and this cause is otherwise within the jurisdiction and venue of this Court.

COUNT I

BREACH OF EXPRESS WARRANTIES

21. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

22. This is a "transaction in goods" to which MCL 440.2102 is applicable.

23. Plaintiff's purchase of the subject vehicle was accompanied by express warranties, written and otherwise offered by Defendant Manufacturer.

24. Said vehicle was not as warranted and represented in that the vehicle has the defects or conditions described above, as well as defects or conditions as reflected in the various repair orders, technical service bulletins, special service messages, recall documents and consumer complaints in possession of Defendants.

25. As a result of its many defects, said vehicle cannot be reasonably relied on by Plaintiff for the ordinary purpose of safe, comfortable, attractive and efficient transportation.

26. Plaintiff has provided the Defendant with sufficient opportunities to repair or replace the subject vehicle.

27. Plaintiff has reasonably met all obligations and pre-conditions as provided in the express warranty.

28. Defendants have failed to adequately repair the subject vehicle and/or has not repaired the subject vehicle in a timely fashion, and the vehicle remains in a defective condition.

29. Due to Defendants' inability to successfully diagnose and repair the subject vehicle within a reasonable time, Defendant Manufacturer's written repair or replace warranty has failed of its essential purpose, entitling Plaintiff to the full range of remedies permitted under the Uniform Commercial Code, pursuant to MCL 440.2719(2) and/or the "repair or replace" remedy is not the exclusive remedy under MCL 440.2719(1)(b).

30. The subject vehicle continues to contain defects which substantially impair the value of the vehicle to Plaintiff.

31. These defects and non-conformities could not reasonably have been discovered by Plaintiff prior to Plaintiff's acceptance of the subject vehicle.

32. Defendants induced Plaintiff's acceptance of the subject vehicle by agreeing, by means of the express repair or replace warranty, to remedy, within a reasonable time, defects or non-conformities in manufacture or workmanship.

33. As a result of its many defects and non-conformities, Plaintiff has lost faith and confidence in the subject vehicle and cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient and comfortable transportation.

34. Defendant Finance Co., as the holder of the subject RISC, is subject to all of Plaintiff's claims and defenses in this action.

WHEREFORE, Plaintiff prays for Judgment against Defendants granting the following relief:

- a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance or, alternatively, damages in whatever amount above \$25,000 Plaintiff is found to be entitled;

- b. A refund of the purchase price paid by Plaintiff for the vehicle;
- c. An Order requiring Defendants to indemnify Plaintiff and hold Plaintiff harmless with respect to the RISC covering the subject vehicle;
- d. Incidental, consequential and actual damages;
- e. Costs, interest, and actual attorney fees; and
- f. Such other relief this Court deems just and equitable.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

35. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint.

36. Defendants are “merchants” with respect to motor vehicles under the Michigan Uniform Commercial Code, MCL 440.2104.

37. The subject vehicle was subject to implied warranties of merchantability under MCL 440.2314, and Defendants are barred from disclaiming said warranties under 15 USC 2308(a).

38. At the time the vehicle left the possession and control of Defendants, the vehicle was not fit for the ordinary purpose for which such goods are used and would not have passed without objection in the trade for the product description due to the aforesaid defects and nonconformities, thereby rendering the vehicle unmerchantable.

39. Defendants failed to adequately remedy the defects in the subject vehicle within a reasonable time and have been unable to provide Plaintiffs with adequate assurance of performance, thereby depriving Plaintiffs of the benefit of her bargain.

40. Defendant Finance Co., as the holder of the subject RISC, is subject to all of Plaintiff’s claims and defenses in this action.

WHEREFORE, Plaintiff prays for Judgment against Defendants granting the following relief:

- a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance or, alternatively, damages in whatever amount above \$25,000 Plaintiff is found to be entitled;
- b. A refund of the purchase price paid by Plaintiff for the vehicle;
- c. An Order requiring Defendants to indemnify Plaintiff and hold Plaintiff harmless with respect to the RISC covering the subject vehicle;
- d. Incidental, consequential and actual damages;
- e. Costs, interest, and actual attorney fees; and
- f. Such other relief this Court deems just and equitable.

COUNT III

REVOCATION OF ACCEPTANCE PURSUANT TO MCL 440.2608 AND/OR DAMAGES PURSUANT TO MCL 440.2714(2)

41. Plaintiffs incorporate by reference all facts and allegations set forth in this Complaint.
42. The non-conformities described above were latent and not readily discoverable by Plaintiffs upon reasonable inspection and, further, Defendants represented that the aforesaid defects and non-conformities would be cured within a reasonable time.
43. Defendants have failed and/or refused to cure the aforesaid non-conformities within a reasonable time and/or to provide adequate assurance of performance.
44. The non-conformities substantially impair the the value of the vehicle to Plaintiffs.
45. Plaintiffs have previously notified Defendants of said non-conformities and Plaintiffs' intent to revoke acceptance pursuant to MCL 440.2608 and/or Plaintiffs' request for damages equivalent to a repurchase pursuant to MCL 440.2714(2), to-wit: "These damages include the purchase price of the vehicle less the sum paid to the plaintiff[s] pursuant to case evaluation, and repayment of interest paid on the loan and statutory interest pursuant to MCL 600.6013(8), to the

extent that such awards of interest are not duplicative.” *Davis v Forest River, Inc.*, 485 Mich 941, 774 NW2d 327 (2009).

46. Defendants have nevertheless refused to accept return of the vehicle and have refused to refund Plaintiffs’ payments, together with such incidental and consequential damages as are allowed by law.

47. Plaintiff hereby offers again to tender the subject vehicle in exchange for the purchase price, together with such incidental and consequential damages allowed by law.

48. Defendant Finance Co., as the holder of the subject RISC, is subject to all of Plaintiff’s claims and defenses in this action.

WHEREFORE, Plaintiff prays for Judgment against Defendants granting the following relief:

- a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance or, alternatively, damages in whatever amount above \$25,000 Plaintiff is found to be entitled;
- b. A refund of the purchase price paid by Plaintiff for the vehicle;
- c. An Order requiring Defendants to indemnify Plaintiff and hold Plaintiff harmless with respect to the RISC covering the subject vehicle;
- d. Incidental, consequential and actual damages;
- e. Costs, interest, and actual attorney fees; and
- f. Such other relief this Court deems just and equitable.

COUNT IV

LIABILITY UNDER MAGNUSON-MOSS WARRANTY ACT (15 USC §2301 ET SEQ)

49. Plaintiff incorporates by reference all facts and allegations set forth in this complaint.

50. This Court has jurisdiction to decide claims brought under 15 USC §2301 et seq, by virtue of 15 USC §2310(d)(1)(A).

51. Plaintiff is a consumer as defined in 15 USC §2301(3).

52. Defendants are suppliers and warrantors as defined in 15 USC §2301(4)(5).

53. The afore described motor vehicle is a consumer product as defined in 15 USC §2301(6).

54. The aforescribed vehicle was delivered subject to a written warranty and/or a service contract as those terms are defined in 15 USC 2301(6) and 2301(8), respectively.

55. 15 USC 2310(d)(1) permits Plaintiff to bring an action against Defendants for any breach of express or implied warranty arising under state law, as well as any violation of the Act, including the FTC Rules promulgated thereunder.

56. Defendants, having provided a written warranty or service contract at the time of sale, are prohibited from disclaiming the implied warranty of merchantability and any attempted disclaimer is ineffective and unenforceable. 15 USC 2308.

57. In connection with the aforesaid defects and non-conformities, which occurred during the time and mileage parameters of Defendant Manufacturer's written express warranty, Defendants failed to adequately repair same under the warranty within a reasonable time and failed to provide adequate assurance of performance.

58. As a result of Defendants' breaches of the express and implied warranties as set forth herein, Plaintiff has sustained the damages enumerated above.

59. Defendant Finance Co., as the holder of the subject RISC, as subject to all of Plaintiff's claims and defenses.

WHEREFORE, Plaintiffs pray that this Honorable Court enter its Order rescinding the subject contract, and requiring Defendants to refund Plaintiff's purchase price and indemnify

Plaintiff with respect to the subject RISC, plus repair costs, taxes, insurance premiums, interest, costs and actual attorney fees as provided by 15 USC §2310(d)(2) or in the alternative, that Plaintiffs be awarded damages in whatever amount above \$25,000 Plaintiff is found to be entitled, plus interest, costs and actual attorney fees.

COUNT V

MOTOR VEHICLE SERVICE AND REPAIR ACT (MCL 257.1301, *et. seq.*) - DEFENDANT DEALER ONLY

60. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

61. Defendant Dealer is a “motor vehicle repair facilities” as defined in MCL 257.1302(m).

62. MCL 257.1302(h) defines a “Contract” as “a written or oral agreement, understanding, arrangement or similar circumstances whereby a person agrees that another person perform work, labor, diagnosis, repair, reconditioning, replacement, adjustment, or alteration, directly or indirectly, upon a motor vehicle.”

63. MCL 257.1302(i), defines a “Customer” as “the owner or operator of a motor vehicle.”

64. MCL 257.1302a(j) defines a “Repair” as “the reconditioning, adjustment, alteration, maintenance or diagnosis of the operating condition of a motor vehicle, with or without the replacement of any component or subassembly of a motor vehicle, for compensation or under the terms of a warranty.”

65. MCL 257.1302a(l), defines a “Representation” as “a statement made by a facility to a customer in regard to some past, present, or future fact, circumstance, or set of facts pertinent to the contract.”

66. MCL 257.1302a(p), defines a “Warranty” as “a guarantee given by a motor vehicle repair facility in writing or by implication, of the merchantability, the integrity of the subject of a contract or of the maker’s responsibility for the replacement or repair of defective parts or services,

or both, assuring performance, product, or conditions as promised or declared” (bold added).

67. Under the aforesaid Act, Defendants owed a duty to Plaintiffs and others to refrain from engaging in or attempting to engage in any method, act or practice prohibited under the Act, as well as a duty to perform repairs in a competent workmanlike manner.

68. Defendants breached the above duties in the following inexhaustive list of ways:

- (a) Making, either written or orally, an untrue or misleading statement of material facts;
- (b) Failing to reveal material facts, the omission of which tends to mislead or deceive the customer and which fact could not reasonably be known by the customer;
- (c) *Misrepresenting and/or failing to disclose material facts, including but not limited to, the nature of the defects and/or conditions complained of herein;*
- (d) Failing to provide Plaintiff with a full and complete explanation of Defendants’ inability to repair the defects or conditions complained of;
- (e) Failing to have adequate policies and procedures in place to prevent violations of the Act;
- (f) Replacing parts with parts that were not merchantable and/or not fit for their intended purpose;
- (g) Failing to perform repairs competently;
- (h) Such other and further violations as may be determined through further investigation and discovery.

69. The above described conduct by Defendant constitutes “prohibited acts as defined in the Motor Vehicle Service and Repair Act, specifically but not limited to MCL 257.1307 through 257.1307f, and MCL 257.257.1313b.

70. The above described conduct by Defendant amounts to a wilful and flagrant violation of the Act.

71. As a result of Defendant’s aforesaid violations, Plaintiff has suffered damages as set forth herein and are also entitled to statutory damages and attorney fees as provided in MCL 257.1336.

WHEREFORE, Plaintiff prays for judgment against Defendant Dealer in whatever amount above \$25,000 Plaintiff is found to be entitled, plus statutory double damages, interest, costs, and reasonable attorney fees.

**COUNT VI
VIOLATION OF MICHIGAN CONSUMER PROTECTION ACT
(MCLA 445.901, *et seq*)**

72. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

73. The transactions complained of herein constitute "trade or commerce" as defined in the Michigan Consumer Protection Act, MCL 445.902(d).

74. In the course of the transactions which are the subject of this lawsuit, Defendants engaged in following unfair, unconscionable or deceptive acts, methods or practices:

- (a) Failing to disclose material facts, including but not limited to, the aforesaid defects or non-conformities described in this Complaint;
- (b) Representing, either affirmatively or by omission, that the subject vehicle had been properly repaired, when in fact, the vehicle had not been adequately or properly repaired.
- (c) Representing the subject vehicle to be of good, merchantable quality, free of defects, when in fact it was not;
- (d) Failing to adequately and properly inform Plaintiff of her rights and remedies with respect to the transactions which are the subject of this Complaint;
- (e) Misrepresenting Plaintiff's rights and/or failing to advise Plaintiff of remedies with respect to the transactions which are the subject of this Complaint, as hereinbefore alleged;
- (f) Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without clearly and conspicuously disclosing same;
- (g) Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without obtaining Plaintiff's specific consent to the disclaimer or limitation;
- (h) Representing that the repairs could be performed properly, within a reasonable time, when Defendants knew, or in the exercise of reasonable care, should have known

that this was not the case;

- (i) Refusing and/or failing to provide promised benefits, including but not limited to timely and adequate warranty repairs;
- (j) Refusing and/or failing to provide promised benefits arising by operation of law, as hereinbefore set forth;
- (k) Failing to offer a refund of the purchase price of the subject vehicle in accordance with the applicable law and/or warranties;
- (l) Failing to promptly refund Plaintiff's money and/or restore her property to her upon her rightful revocation and cancellation of the subject transactions;
- (m) Failing to disclose material information, including but not limited to, technical service bulletins, special service messages, recall documents, consumer complaints and other information which Defendants knew or should have known concerning the subject vehicle;
- (n) Frustrating Plaintiff's legitimate expectations;
- (o) Such other and further violations as may be determined through further investigation and discovery.

75. The above described conduct violated the Michigan Consumer Protection Act, specifically but not limited to MCL 445.903 and the sub-paragraphs contained therein.

76. Upon information and belief, the aforesaid violations were not due to a bona fide error, inasmuch as Defendants failed to have appropriate procedures in place designed to prevent the aforesaid violations and, further, engaged in the same unfair and deceptive acts or practices in connection with the sale and/or lease and service of vehicles to other consumers.

77. As a result of Defendants' actions above Plaintiff has suffered a loss within the meaning of the Act, including both monetary and non-monetary losses, and are also entitled to statutory damages and attorney fees as provided in the Act, specifically, MCL 445.911.

78. Defendant Finance Co., as the holder of the subject RISC, is subject to all of Plaintiff's claims and defenses.

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

A. Money damages in whatever amount above \$25,000, Plaintiff is found to be entitled, plus interest, costs, and reasonable attorney fees;

B. Equitable relief, including but not limited to, rescission or reformation of the subject contract or, alternatively, repair of the subject vehicle, extension of the express and implied warranties, and service contracts which are or were applicable to the subject vehicle, in the event that Plaintiff is not found to be entitled to rescission; and

C. Such other and further relief as this Court deems just.

COUNT VII

VIOLATION OF MCL 440.2313b - EXTENSION OF EXPRESS WARRANTY

79. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

80. The above described repairs required Plaintiff's vehicle to be out of service for a cumulative number of days exceeding either 10 days or 10% of the number of days of Defendant Manufacturer's express warranty.

81. Pursuant to MCL 440.2313b, Defendant Manufacturer was required to extend the express warranty covering the subject vehicle to a period equal to the number of days that the vehicle was delivered to Defendant Manufacturer's authorized dealer, Defendant Dealer, for warranty repairs to the date that Plaintiffs was informed that the necessary repairs had been completed.

82. Defendant Dealer, as Defendant Manufacturer's authorized dealer, was required to provide Plaintiffs with a writing stating the time period equal to the number of days that the vehicle was delivered to Defendant Manufacturer's authorized dealer, Defendant Dealer, for warranty repairs to the date that Plaintiffs was informed that the necessary repairs had been completed.

83. Defendant Manufacturer and Dealer violated MCL 440.2313b by failing to provide Plaintiffs with the required written extension of Defendant Manufacturer's written express warranty.

84. Defendant Finance Co, as the holder of the subject RISC, is subject to all of Plaintiff's claims and defenses.

WHEREFORE, Plaintiffs request that this Honorable Court enter a judgment against Defendants, jointly and severally, granting the following relief:

- a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance or, alternatively, damages in whatever amount above \$25,000 Plaintiff is found to be entitled;
- b. A refund of the purchase price paid by Plaintiff for the vehicle;
- c. Equitable relief, including but not limited to, an Order requiring Defendant to indemnify Plaintiff and hold Plaintiff harmless with respect to the RISC covering the subject vehicle;
- d. Incidental, consequential and actual damages;
- e. Costs, interest, and actual attorney fees; and
- f. Such other relief this Court deems just and equitable.

COUNT VIII

HOLDER LIABILITY AND INJUNCTIVE RELIEF (DEFENDANT FINANCE COMPANY)

85. Plaintiff incorporates by reference all heretofore mentioned facts and allegations in this Complaint.

86. Pursuant to 16 CFR 433, Defendant Finance Co. is subject to all of Plaintiff's claims and defenses arising out of the aforesaid sale.

87. Pursuant to the common law of assignment, as well as the language of the finance contract between Plaintiff and Defendant Finance Co., to-wit:

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS
SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR**

**COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES
OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF.
RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED
AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

Defendant Finance Co. is subject to all of Plaintiff's claims and defenses which Plaintiff could assert against the co-Defendants in this cause.

88. Pursuant to MCL 492.114a, Defendant Finance Co. is subject to all of Plaintiff's claims and defenses arising out of the aforesaid sale.

89. As a closely connected entity with Defendant Dealer and Defendant Manufacturer, Defendant Finance Co. is subject to all of Plaintiff's claims and defenses arising out of the aforesaid sale.

WHEREFORE, Plaintiff prays for Judgment against Defendant Finance Co. as follows:

- A. Money damages in an amount equal to Plaintiff's payments under the subject contract, plus interest, costs and attorney fees; and
- B. Cancellation of the remainder of the subject contract; and
- C. That Defendant be ordered to delete any neutral or negative credit information from Plaintiff's credit history arising out of the subject transaction; and
- D. That Defendant be permanently enjoined from reporting any neutral or negative credit information concerning Plaintiff arising out of the subject transaction; and
- E. Such other and further relief as this Court deems just.

COUNT IX

FRAUDULENT INDUCEMENT

90. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

91. At the time of offering the vehicle for sale to Plaintiff, Defendants knew or had reason to know that the subject vehicle had defects or nonconformities that prevented the vehicle from conforming to Defendant Manufacturer's express warranties and with the implied warranty of

merchantability, in that the vehicle had a defect or condition known as "Death Wobble," that posed a safety hazard for Plaintiff and others on the road.

92. Defendants had a statutory duty to disclose the aforesaid defect to Plaintiff under the federal Motor Vehicle Safety Act, 49 U.S.C.A. § 30118(c).

93. Defendants failed to disclose the stalling defect with the knowledge and intent that Plaintiff would rely on Defendants' representations and omissions in agreeing to purchase the subject vehicle at the agreed upon price.

94. Plaintiff, reasonably relying on Defendants' representations and omissions, in entering into the aforesaid purchase agreement.

95. Had Plaintiffs been informed of the vehicle's true condition, Plaintiff would not have purchased the vehicle.

96. As a direct and proximate result of Defendants' fraudulent inducement to enter into the foregoing sales transaction, Plaintiff has suffered and will continue to suffer the damages hereinbefore set forth.

97. Defendant Finance Co., as the holder of the subject RISC, is subject to all of Plaintiff's claims and defenses.

WHEREFORE, Plaintiff prays for Judgment against Defendants in whatever amount above \$25,000 she is found to be entitled, together with equitable relief, including but not limited to, rescission of the subject sales contract, plus statutory interest, costs and reasonable attorney fees.

Respectfully submitted,

THE LIBLANG LAW FIRM, P.C.,

BY: /s/ Dani K. Liblang

DANI K. LIBLANG (P33713)

Attorneys for Plaintiff

346 Park Street, Suite 200

Birmingham, MI 48009

(248) 540-9270

Danil@lemonlawlawyers.com

DATED: May 1, 2020

EXHIBIT A

Michigan Department of State Application for Title and Registration
CUST # [REDACTED] Statement of Vehicle Sale

For Department Use Only

Purchase Date 05/31/2018 Stock Number 8D131
Delivery Date 05/31/2018 Base MSRP [REDACTED]
DEAL # [REDACTED]

Dealer: **TELEGRAPH CHRYSLER DODGE JEEP RAM**
Street Address: **12000 TELEGRAPH RD**
City: **TAYLOR**
County: **WAYNE** State: **MI** ZIP Code: **48180**

Dealer License Number A003648 Sales Tax License Number 47-1760092 Phone Number (734) 947-2300

Vehicle Sold: ☒ New ☐ Used ☐ Demo Trade-In ☐ Yes ☒ No

Trade-In Year N/A Trade-In Make N/A Vehicle Identification Number (VIN) N/A

Vehicle Registration to Transfer Plate
Expires 15 Days After Delivery Date

Plate Transferred From: Year Year Make Make

Vehicle Identification Number (VIN): [REDACTED] Plate Number: [REDACTED] Temp. Expiration Date: [REDACTED]

Vehicle History and Title Brand Disclosure

☐ Police Vehicle ☐ Vehicle Has Been Flood Damaged
☐ Municipal Vehicle ☐ Salvage Title Was Previously Issued
☐ Taxi ☐ N/A

Odometer Mileage Disclosure

The odometer mileage reading must match the mileage reading disclosed to the purchaser on the title or mileage statement.

1 7 7 No Tenths ☐ Actual Mileage ☐ Exempt
☐ Not Actual Mileage

Dealer Installed Accessories
When Optional to Purchaser:

I have selected and agree to pay the OPTIONAL \$24 CVR electronic filing fee.

Remarks:

Plate Number [REDACTED] Plate Expiration Date: Month [REDACTED] Day [REDACTED] Year [REDACTED]
☒ New Plate
☐ Renewal
☐ Transfer

Year 2018 Make JEEP Body Style UNLYM SAHARA Plate Code 1 County Code [REDACTED]

Vehicle Identification Number (VIN) 1C4HJXEGG Fee Category or Weight 41 License Plate Fee N/A

Driver's License or Valid Number of Owners or Lessees 1 Title Fee 15.00

County of Residence [REDACTED] Title Late Fee N/A

Complete Names and Address of All Owners or Lessor [REDACTED] Sales Tax 2547.96

Complete Names and Address of All Lessee [REDACTED] Plate Transfer Fee 8.00

Total - Transfer to Line 5 2570.96
Full Rights to Survivor ☐ Yes ☐ No

Michigan No-Fault Insurance Company AAA

Secured Interest: CAPITAL ONE AUTO FINANCE Lien Filing Date: 05/31/18
Street Address: PO BOX 660068 ELT UID: 05/31/18

City, State, ZIP: SACRAMENTO CA 95866 Mail Title Upon Lien Release ☐

1. Purchase Price of Vehicle (including Freight & Accessories)	42232.00
2. Other Taxable Charges (Accessory Service, Temp. Reg. Fees, etc.)	210.00
2a. Optional Electronic \$24 Filing Fee	24.00
3. Trade-In Sales Tax Credit	N/A
4. Total Taxable Price (Line 1 + Line 2 + Line 2a - Line 3)	42466.00
5. Sales Tax + Plate Fee + Title Fee (From Total Above)	2570.96
6. Non-Taxable Charges (Labor, Service Contract, etc.)	N/A
7. Total Delivered Price (Line 4 + Line 5 + Line 6)	45036.96
8. Cash on Deposit	N/A
9. Cash Due on Delivery	10000.00
10. Trade-In	\$ N/A
11. Less Lien	\$ N/A
12. Total Down Payment	10000.00
13. Unpaid Balance To Be Financed	35036.96
14. Insurance Premium Charge	N/A
15. Total Amount Of Finance Contract	35036.96

*Warning: This insurance is not PLPD No-Fault Insurance required by Michigan law.

☐ Credit Life Insurance ☐ Health & Accident Insurance
☐ Gap or Waiver ☐ N/A

16-Day Temporary Registration Number [REDACTED] Temporary Fee Charged ☐ Yes ☐ No

Printed Name of Person Issuing Temporary Registration [REDACTED]

Purchaser Warning: Do Not Sign a Blank Form

I am applying for a Michigan certificate of title and registration or, if the lessee, applying for a registration. I certify that my driver's license is not an offender and I am eligible to purchase or register this vehicle. I further certify that if a tax exemption is shown above it is valid.

05/31/18 XN/A N/A XN/A N/A
Date Co-Purchaser's Signature Date Co-Purchaser's Signature Date

XN/A N/A XN/A N/A XN/A N/A
Lessee's Signature Date Co-Lessee's Signature Date Co-Lessee's Signature Date

Purchaser's Note: If vehicle title is not received within 30 days, contact the Department of State Information Center at 888-767-6424.

Authority granted by P.A. 300 of 1949, as amended.

This form must be typed only (handwritten forms will not be accepted).

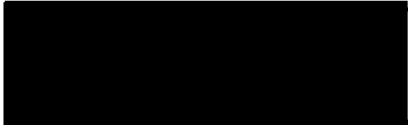
RD-100E (Rev. 01/01/17)

EXHIBIT B

LAW 553-MI-eps-14 3/18

RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHARGE

Dealer Number _____ Contract Number _____

	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller-Creditor (Name and Address) TELEGRAPH CHRYSLER DODGE JEEP RAM 12000 TELEGRAPH RD TAYLOR MI 48180

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2018	JEEP WRANGLER 4DR	177	1C4HJXB	☐ Personal, family, or household use ☐ business ☐ agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 10000.00
2.95 %	\$ 2696.44	\$ 35036.96	\$ 32733.40	\$ 42733.40

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
60	628.89	Monthly beginning 07/02/2018
N/A	N/A	N/A

Or As Follows: N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 15 or 5 % of the part of the payment that is late, whichever is greater.
Prepayment. If you pay early, you will not have to pay a penalty.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

☐ If this box is checked, the following late charge applies to vehicles purchased primarily for business or agricultural use.

If a payment is not received in full within N/A days after it is due, you will pay a late charge of \$ N/A or N/A % of the part of the payment that is late, whichever is less.

If this box is not checked, the late charge in the "Federal Truth-in-Lending Disclosures" still applies.

SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

WARRANTIES SELLER DISCLAIMS

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

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

APPLICABLE LAW

Federal law and the law of the state of our address shown above apply to this contract.

ITEMIZATION OF AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1 Cash Price

A Taxable Part of Cash Price

to Seller for Vehicle

\$ 42232.00

to Seller for Accessories and Installation Charges

\$ N/A

to Seller for Document Preparation Fee

\$ 210.00

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

Total Taxable Part of Cash Price

\$ 42442.00

B To Government Agencies for Sales Tax

\$ 2547.95

C Non-Taxable Part of Cash Price

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

Total Non-Taxable Part of Cash Price

\$ N/A

Total Cash Price

\$ 44989.95(1)

2 Total Downpayment =

Trade-In N/A

(Year)

(Make)

(Model)

Gross Trade-In Allowance

\$ N/A

Less Pay Off Made By Seller

\$ N/A

Excess Net Trade In

\$ N/A

+ Cash

\$ 10000.00

+ Other N/A

\$ N/A

(If total downpayment is negative, enter "0" and see 4H below)

\$ 10000.00(2)

3 Unpaid Balance of Cash Price (1 minus 2)

\$ 34989.95(3)

4 Other Charges Including Amounts Paid to Others on Your Behalf

A Cost of Optional Credit Insurance Paid to Insurance

Company or Companies

L/N

\$

N/A

Disability

\$

N/A

B Other Optional Insurance Paid to Insurance Company or Companies

\$ N/A

C Optional Gap Contract

\$ N/A

D Official Fees Paid to Government Agencies

\$ 8.00

E Government Taxes Not Included in Cash Price

\$ N/A

F Government License Fees and/or Registration Fees

\$ N/A

G Government Certificate of Title Fees

\$ 15.00

H Prior Credit or Lease Balance Paid to N/A

\$ N/A

N/A

\$ N/A

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

to DEALER

to ELECT FILING FEE

\$ 24.00

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

to N/A

to N/A

\$ N/A

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before

N/A, Year N/A, SELLER'S INITIALS N/A

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is authorized to sell insurance in Michigan. You are not required to buy any other insurance to obtain credit.

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

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:

Credit Life \$ N/A Term N/A

Credit Disability \$ N/A Term N/A

Insurance Company Name

N/A

Home Office Address

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments.

Other Optional Insurance

☐ N/A Type of Insurance N/A Term

Premium \$ N/A

Insurance Company Name

N/A

Home Office Address

N/A

☐ N/A Type of Insurance N/A Term

Premium \$ N/A

Insurance Company Name

N/A

Home Office Address

N/A

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

I want the insurance checked above.

X N/A N/A

Buyer Signature Date

X N/A N/A

Co-Buyer Signature Date

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4C of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A

Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X N/A

Returned Check Charge: You agree to pay a charge of \$25 if any check or other payment instrument you give us is dishonored.

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. If all your scheduled payments are equal, we will give you at least 25 days after the final scheduled payment is due to pay any extra amount you owe because you paid late. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- a. Your right to refinance a balloon payment. A balloon payment is a scheduled payment that is larger than any of the substantially equal prior scheduled payments. If your final scheduled payment is a balloon payment, you have the right to enter into a new written agreement when it is due (refinance). You may refinance the balloon in equal installments over a reasonable period of time. During this period, you will also pay a finance charge on the unpaid balance computed using the Annual Percentage Rate on page 1.

2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. Security interest. You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we will tell you which type and the charge you must pay. If you fail to pay us, and if permitted by law, we may add the charge to the balance owing under this contract. We may increase the amount of your scheduled payment in order to amortize the charge by the time your final payment is due. As an alternative and, if you specifically agree, you may have a larger or balloon final payment, or the date of the final payment may be extended. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

If we buy either type of insurance, we will tell you which type and the charge you must pay. If you fail to pay us, and if permitted by law, we may add the charge to the balance owing under this contract. We may increase the amount of your scheduled payment in order to amortize the charge by the time your final payment is due. As an alternative and, if you specifically agree, you may have a larger or balloon final payment, or the date of the final payment may be extended. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information on a credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. You may have to pay collection costs. If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as the law allows.
- d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your car has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle or earlier, if we notify you of an earlier date.
- f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the lender and retain its right to receive a part of the Finance Charge. Lender may assign this contract.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us. No oral changes are binding. Buyer Signs X N/A. If any part of this contract is not valid, all other parts stay valid. We may delay or refuse to perform if we do not hear from you by the date we ask. We may extend the time for making some payments without extending the expiration date of this contract. See the rest of this contract for other important agreements.

Warning: The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others, unless so indicated hereon.

Contract in blank. You are entitled to 1 true copy of the contract to protect your legal rights.

Re 03/31/18 Co-Buyer Signs XN/A Date N/A

have to pay the debt. The other owner agrees to the security interest in the vehicle.

Other owner signs here **XNLA**

Refer signa _____ Date 05/31

... a contract ...
... a complete, ...

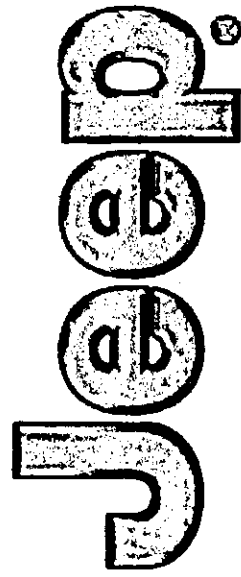
11/18 Co-Buyer Signs X N/A Date N/A

Seller assigns its interest in this contract to **CAPITAL ONE AUTO FINANCE** [Assignee] under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse

Order Number Date By For Amount Balance Remarks	Order Number Date By For Amount Balance Remarks	Order Number Date By For Amount Balance Remarks
---	---	---

EXHIBIT C



2018 All Vehicles

WARRANTY-GAS

WARRANTY COVERAGE AT A GLANCE

DESCRIPTION	1 Yr/ 12,000 Mi	2 Yr/ 24,000 Mi	3 Yr/ 36,000 Mi	3 Yr/ 50,000 Mi	3 Yr/ Unlimited	5 Yr/ 50,000 Mi	5 Yr/ 60,000 Mi	5 Yr/ 100,000 Mi	5 Yr/ Unlimited	7 Yr/ 70,000 Mi	8 Yr/ 80,000 Mi
Basic Limited Warranty Coverage											
Special Extended Warranty Coverage											
Anti-Corrosion Perforation Limited Warranty:											
— All Panels											
— Outer Panels											
Powertrain Limited Warranty											
Federal Emissions Warranty											
Federal Emissions Warranty:											
— Specified Comp.											

EXHIBIT D



TELEGRAPH

Jeep

12000 Telegraph Road
Taylor, MI 48180

Phone 734.947.2300

Fax 734.947.2365

www.telegraphchrysler.com

INVOICE



STATE REG. NO. F-165684

DEALER CODE 42-26942

STATE REG. NO. F-165684

ADVISOR	SALEH ALDHAHRT	TAG NO.	215 3890	INVOICE DATE	01/13/20
LABOR RATE	135.00	LICENSE NO.		COLOR	WHITE/LEATH
YEAR / MAKE / MODEL	8/JEEP/WRANGLER 4DR/UNLTM SAHARA		MILEAGE	21,472	DELIVERY DATE
VIN NO.	1C4HJXEG9J				DELIVERY MILES
F.T.E. NO.					177
REMARKS					SELLING DEALER NO.
					PRODUCTION DATE
					R.O. DATE
					01/09/20
					ALL PRINTS ARE NEW/LEASE SPECIFIED OTHERWISE
					MILEAGE OUT
					MO: 21473

RESIDENCE PHONE

BUSINESS PHONE

REMARKS

JOB # 4 TOTAL LABOR & PARTS 0.00

MISC. CODE	DESCRIPTION	CONTROL NO.	WARRANTY
JOB # 4	1RENT Rental Charge		
TOTAL - MISC			0.00

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

COMMENTS
TAG NUMBER IS 3890
5423

TECHNICIAN CERTIFICATION
409 MICHAEL EASA M231996

TOTALS

THANK YOU FOR ALLOWING THE SERVICE STAFF OF
TELEGRAPH DODGE CHRYSLER JEEP RAM TO PERFORM THE
REPAIRS AND RECOMMENDED SERVICES STATED ABOVE.

YOU MAY RECEIVE A PHONE CALL FROM CHRYSLER
CORPORATION IN THE NEXT FEW WEEKS. IF FOR
ANY REASON YOU CANNOT GRADE US AS
(COMPLETLEY SATISFIED)

PLEASE CONTACT YOUR SERVICE OR BODYSHOP
REPRESENTATIVE AT (734) 947-2300.

*****OPEN SATURDAYS*****
8 AM - 3 PM

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

INSURANCE CO.	
APPROVED BY	
CLAIM NO.	
ATTENTION CASHIER	
DEDUCTIBLE	BETTERMENT
OTHER	AMOUNT
RELEASES	
SIGNATURES	
THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.	
SHOP SUPPLIES 10% OF THE LABOR CHARGE MAY BE \$20.00 FOR WORK DONE IF INCLUDED FOR SUPPLIES USED ON	
ITEMS ARE NUTS, BUSHES, SPRINGS, SHOCKS, TOWELS, SOLDER, WASTE AND OR WASTE DISPOSAL	
in compliance with the Fair Act	
CHECKED BY	
IN THESE PRESENTS, I (we) hereby certify and warrant that the above work was performed in accordance with the manufacturer's specifications and I (we) warrant the performance of the work for the period of time specified in the warranty.	
THE ABOVE WORK HEREBY AUTHORIZED AND CONDITIONS AGREED TO AS OUTLINED ABOVE.	

MOPAR'S Basic Limited Warranty

DEALER INSTALLED PARTS AND ACCESSORIES 12 months or 12,000 miles
from the original installation date, whichever occurs first

PAGE 2 OF 2

CUSTOMER COPY

END OF INVOICE 1 04:34pm

"Thank You For Your Business"

This dealership charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance.



Jeep

12000 Telegraph Road
Taylor, MI 48180

Phone 734.947.2300
Fax 734.947.2365

www.telegraphchrysler.com



STATE REG. NO. F-165684

DEALER

STATE REG. NO. E-165684

ADVICE		SALEH ALDHAHIRI		215	3890	INVOICE DATE	01/13/20
LABOR RATE		LICENSE NO.		MILEAGE		COLOR	80131
135.00				21,472		WHITE/LEATH	DELIVERY MILES
YEAR / MAKE / MODEL		18/JEEP/WRANGLER 4DR/UNLTM SAHARA				DELIVERY DATE	177
VIN NO.		1C4HJXEG9J				NO DEALER NO	PRODUCTION DATE
P.T.E. NO.						R.O. DATE	01/09/20
RESIDENCE PHONE		BUSINESS PHONE		REMARKS		MILEAGE OUT	
						MO: 21473	

LABOR & PARTS
J# 1 5700Z010 STEERING CONCERN UNITS: TECH(S): 409 WARRANTY
customer says when changing lanes feels like steering wheel
is locking or freezing up please check and advise (SteeringS
uspensionSteering Wheel Concern)
TSB#08-092-18
LO 18190ZDS
PER THE TSB PERFORMED RECONFIGURATION PROCEDURE TO CORRECT
SALES CODE AND VERIFIED PROPER OPERATION OF THE POWER
STEERING.

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

3#2 71DOZ030 CAMPAIGN/RECALL UNITS: TECH(S):409 WARRANTY
V41 Customer Satisfaction Notification V41 - Steering Damper
V41 - 2018 - 2019 JL STEERING DAMPER please perform recall
per vln number 1C4HJXEG9JW16539S RECALL NUMBER V41 MATT IN PAR
TS SAID PART AVAILABLE (Recall CSN 1)
LO 02V41182
DONE

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 2	1	CCUKV413-AA	DAMPER ST 19030006		
JOB # 2	1	CCUKV411-AA	DAMPER ST 19030006		
JOB # 2 TOTAL PARTS					0.00
JOB # 2 TOTAL LABOR & PARTS					0.00

JN:3 00002003 VEHICLE COND. REPORT: JUN15: 11:11 TECH(S)1409 INTERNAL
(Multi-point inspection according to maintenance interval)
PLEASE SEE INSPECTION SHEET FOR DETAILS

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 3 TOTAL PARTS				0.00
JOB # 3 TOTAL LABOR & PARTS				0.00

3# 470002080 RENTAL CAR 18 HOUSE UNITS: TECH(S):409 WARRANTY
Added Operation (19SALEH @ 01/09/2020 08:54)
NO SMOKING OR PETS ARE ALLOWED IN RENTAL VEHICLES WITH AN
EXCEPTION TO SERVICE ANIMALS - IF THIS IS FOUND UPON RETURN
RETURN INSPECTION OF YOUR RENTAL VEHICLE WE MAY CHARGE YOU
UP TO \$300.00 FOR A CLEANING FEE
YOU ARE RESPONSIBLE FOR ANY DAMAGE THAT MAY OCCUR TO VEHICLE
WHILE IT IS IN YOUR POSSESSION
ALL RENTAL DETAILS CAN BE FOUND IN THE RENTAL AGREEMENT

PARTS.....QTY...FP-NUMBER.....DESCRIPTION.....	UNIT PRICE
	0.00
JOB # 4 TOTAL PARTS	0.00

MOPAR'S Basic Limited Warranty

DEALER INSTALLED PARTS AND ACCESSORIES 12 months or 12,000 miles
from the original installation date, whichever occurs first

PAGE 1 OF 2

CUSTOMER COPY

CONTINUED ON NEXT PAGE 04:34pm

"Thank You For Your Business"

"This design is changed for labor utilizing the fatigue hours published either by the manufacturer in the labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific tasks. These hours, the fat hours charged may be either more or less than the actual clock time in any given instance."

INSURANCE CO.	
APPROVED BY	
CLAIM NO.	
ATTENTION CASHIER	
DEDUCTIBLE \$	DEDUCTION
OTHER AMOUNT \$	RELEASES
SIGNATURES	
THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.	
SHOP SUPPLIES 10% OF THE LABOR CHARGE MAX \$20.00 PER HOUR DONE IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE: NUTS, BOLTS, WASHERS, TAPES, PINS, AEROSOL, BELLCL, SOLVENT RAGS, BATTERY CLEANER, TOWELS, BOLDER, GARBURETOR CLEANER, HAZARDOUS WASTE AND OTHER TOXIC SUBSTANCES PER THE WASTE DISPOSAL ACT EPA E.C.R.A.	
All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act	
REPAIRS PROPERLY COMPLETED AND CHECKED BY	
X	
POWER OF ATTORNEY: KNOW ALL MEN THESE PRESENTS, That the undersigned does hereby constitute and appoint TELEGRAPH DODGE CHRYSLER JEEP INC (our) true and lawful attorney to sign name, place and stead of the undersigned on any Insurance Checks or Drafts issued by Insurance Company covering any repairs to my (our) automobile authorized by myself (ourselves) in whatever manner is necessary to place check or draft in a cashable position.	
I (we) hereby testify and confirm whenever action said attorney shall or may take by virtue hereof is the premises	
THE ABOVE WORK HEREBY AUTHORIZED AND CONDITIONS AGREE TO AS OUTLINED ABOVE.	

6803

PORT
Jeep

CLAIM CHECK

Name:
VIN:
Current Odometer:

Vehicle Information

Year / Model: 2018 JEEP WRANGLER UNLIMITED
SAHARA
Engine: 3.6L V6 24V VVT Engine Upg 1 w/ESS
Transmission: DFT-6-Spd Auto 850RE Trans (Make)
VIN: 1C4HJKEC
Current Odometer: 21,492 miles
Last Odometer and Date: 21,472 miles on 01/14/2020
In-Service Odometer and Date: 177 miles on 05/31/2018
Build Date: 03/29/2018
Current Market Register: U

Customer Information

Name:
Preferred Name:
Address:
City:
State/Province:
Zip Code:
Telephone (home/mobile):
Telephone (work):
Language Preference:
Original Owner:

Warning Messages

0 ATTENTION !! THIS VEHICLE MAY HAVE HAD 13 VISITS 18 DAYS DOWN 13 SAME REPAIR VISITS
THIS VEHICLE HAS RETURNED FOR SERVICE WITHIN 90 DAYS
REFER TO SPECIFIC LOPS FOR ADDITIONAL COVERAGE AND LIMITS
PLEASE CONTACT CHRYSLER COUNTRY MOTION CLUB FOR TOWING ASSISTANCE 844-521-2778

Vehicle Restrictions

Restriction	Restriction	Restriction	Restriction
NO RESTRICTIONS			

Service Actions

None			
Recall #	Description	Launch Date	Repair Date
U62	18MY JL CAN BUS	06/13/2018	01/17/2019
V41	2018 - 2019 JL STEERING DAMPER	06/06/2018	01/14/2020
None			
ECU	DTC	Description	
BCM	B230313	Stored - Wiper Park Switch Input Circuit Open	
None			

Warranty Information

Warranty coverage goes with the vehicle. Inform Chrysler of any subsequent owner's name and address changes using the Sales Tab in DealerCONNECT

Warranty Type	Duration	Amount	Start Date	End Date
BASIC WARRANTY	36 months or 36000 miles	0 USD	05/31/2021	17 months or 14508 miles
POWERTRAIN WARRANTY	60 months or 60000 miles	0 USD	05/31/2023	41 months or 38508 miles
CORROSION WARRANTY	60 months or unlimited miles	0 USD	05/31/2023	41 months or unlimited miles
FEDERAL EMISSIONS WARRANTY	36 months or 36000 miles	0 USD	05/31/2021	17 months or 14508 miles
ADJUSTMENT WARRANTY	36 months or 36000 miles	0 USD	05/31/2021	17 months or 14508 miles
MAJOR EMISSION COMP WARRANTY	96 months or 80000 miles	0 USD	05/31/2028	77 months or 68508 miles



NUMBER: 08-092-18

GROUP: 08 - Electrical

DATE: July 7, 2018

This bulletin is supplied as technical information only and is not an authorization for repair. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, or otherwise, without written permission of FCA US LLC.

SUBJECT:

Low Steering Assist at Highway Speeds

OVERVIEW:

This bulletin involves using wiTECH 2 to perform a Restore Vehicle Configuration routine. The reconfiguration will update the Electro-Hydraulic Power Steering (EHPS) calibrations.

MODELS:

2018

(JL)

Jeep Wrangler

NOTE: This bulletin applies to vehicles within the following markets/countries: NAFTA.

NOTE: This bulletin applies to vehicles built on or after October 30, 2017 (1030XX) and on or before May 08, 2018 (0508XX) equipped with Long Wheel Base (Sales Code 595).

SYMPTOM/CONDITION:

A customer may describe a high steering effort occurring only during colder ambient and system operating temperatures and at speeds above 96 KPH (60 MPH). At lower speeds or warmer system temperature the steering assist will feel normal.

DIAGNOSIS:

Using a Scan Tool (wiTECH) with the appropriate Diagnostic Procedures available in TechCONNECT, verify all related systems are functioning as designed. If Diagnostic Trouble Codes (DTCs) or symptom conditions, other than the ones listed above are present, record the issues on the repair order and repair as necessary before proceeding further with this bulletin.

If the customer describes the symptom/condition listed above, perform the Repair Procedure.

REPAIR PROCEDURE:

1. Using wiTECH 2, perform "Restore Vehicle Configuration" routine. This routine can be found in Guided Diagnostics. Follow all screen prompts to complete this routine.
2. Clear any DTCs that may have been set in any module due to performing a Restore Vehicle Reconfiguration.

POLICY:

Reimbursable within the provisions of the warranty.

TIME ALLOWANCE:

Labor Operation No:	Description	Skill Category	Amount
18-19-02-DS	Module, Body Control (BCM) - Restore Vehicle Configuration (0 - Introduction)	6 - Electrical and Body Systems	0.2 Hrs.

FAILURE CODE:

The dealer must use failure code CC with this Service Bulletin.

- If the customer's concern matches the SYMPTOM/CONDITION identified in the Service Bulletin, failure code CC is to be used.
- When utilizing this failure code, the 3C's (customer's concern, cause and correction) must be provided for processing Service Bulletin flash/reprogramming conditions.

CC	Customer Concern
----	------------------



TELEGRAPH

12000 Telegraph Road
Taylor, MI 48180
Phone 734.947.2300
Fax 734.947.2365
www.telegraphchrysler.com

INVOICE



STATE REG. NO. F-165684

DEALER

STATE REG. NO. F-165684		INVOICE DATE	02/05/20
SALEH ALDHAHIRT	215 6803	COLOR	WHITE/LEATH
LABOR RATE	135.00	DELIVERY DATE	01/23/20
YEAR/MAKE/MODEL	21,540	DELIVERY MILES	80131
18/JEEP/WRANGLER 4DR/UNLIM SAHARA		SELLING DEALER NO	177
VIN NO.	1C4HJXEG9	O. DATE	01/23/20
P.L.E. NO.		ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE	
RESIDENCE PHONE	BUSINESS PHONE	REMARKS	MO: 21540

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----	
	JOB # 3 TOTAL PARTS 0.00
	JOB # 3 TOTAL LABOR & PARTS 0.00

J# 4671002110 SRY/FLASH/RECALL UNITS: TECH(5):409 WARRANTY
Added Operation (19SHERRY @ 01/24/2020 16:10)
CUSTOMER REQUESTS V71
RECALL V71 PER VEH. HISTORY
VERIFIED SHIMMY PER CONCERN, PER VEH. HISTORY
REPLACED THE DAMPENER PER THE RECALL AGAIN
AND PROPERLY PURGED THE AIR
SEE LINE 1

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----	
	JOB # 4 TOTAL PARTS 0.00
	JOB # 4 TOTAL LABOR & PARTS 0.00

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----	WARRANTY
JOB # 3 1RENT Rental Charge	
TOTAL - MISC	0.00

ESTIMATE-----
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)
COMMENTS-----
TAG NUMBER IS 6803
SPOKE WITH CUST 01/23 1:24 PM, VEH STILL NOT FIXED
CALLED CUST 01/24 4:55 PM, PARTS WILL BE IN TUE
5482
called cust 01/30 12:02 pm, left v/n parts are not in yet might be
in end of day tomorrow
CALLED CUST 01/31 12:13 PM, PARTS WILL BE IN MONDAY LEFT V/M
CALLED CUST 02/05 1:36 pm veh ready left v/n rental close at 5
tomorrow at 6 pm

TECHNICIAN CERTIFICATION-----
409 MICHAEL EASA M231996

INSURANCE CO.	
APPROVED BY	
CLAIM NO	
ATTENTION CASHIER	
DEDUCTIBLE	BETTERMENT
OTHER	AMOUNT
RELEASES	
SIGNATURES	
THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. SHOP SUPPLIES 10% OF THE LABOR CHARGE MAX \$25.00 FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE: NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSOL, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, HAZARDOUS WASTE AND OR OTHER TOXIC SUBSTANCES PER THE WASTE DISPOSAL ACT E.P.A.C.R.A. All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act. REPAIRS PROPERLY COMPLETED AND CHECKED BY: X POWER OF ATTORNEY - I KNOW ALL MEN THESE PRESENTS. That the undersigned does hereby constitute and appoint TELEGRAPH DODGE CHRYSLER JEEP my (our) true and lawful attorney in sign name, place and stead of the undersigned on any Insurance Checks or Drafts issued by Insurance Company covering any repairs to my (our) automobile authorized by myself (ourselves) in whatever manner is necessary to place check or draft in a cashable position. I (we) hereby certify and confirm whatever action said attorney shall or may take by virtue hereof in the premises. THE ABOVE WORK HEREBY AUTHORIZED AND CONDITIONS AGREE TO AS OUTLINED ABOVE Signed	

MOPAR'S Basic Limited Warranty

DEALER INSTALLED PARTS AND ACCESSORIES 12 months or 12,000 miles from the original installation date, whichever occurs first.

PAGE 2 OF 3
"Thank You For Your Business"

(CONTINUED ON NEXT PAGE) 01:50pm
This dealer's charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific repair tasks. Therefore, the flat rate hours charged may be more or less than the actual clock time in any given instance.



TELEGRAPH

Jeep

12000 Telegraph Road
Taylor, MI 48180

Phone 734.947.2300
Fax 734.947.2365
www.telegraphchrysler.com

INVOICE



STATE REG. NO. F-165684

DEALER CODE 42-26942

STATE REG. NO. F-165684		SALESMAN	SALEH ALDHAHRI	215	TAG NO.	6803	INVOICE DATE	02/05/20
LABOR RATE	135.00	LICENSE NO.		215	6803	21,540	WHITE/LEATH	8D131
YEAR / MAKE / MODEL	18 / JEEP / WRANGLER 4DR / UNLIM SAHARA	DELIVERY DATE						177
VIN. NO.	1C4HJXEG9	SELLING DEALER NO.						
P.T.E. NO.		R.O. DATE					01/23/20	
RESIDENCE PHONE		BUSINESS PHONE		REMARKS				MO: 21540

LABOR & PARTS

J# 1 57002020

STEERING CONCERN UNITS: TECH(S): 409

TEST DROVE THE VEH ON HWY SPEED NO MORE VIBRATION BUT IF HIT A BUMP ON HWY SPEED THE VEH WILL START SHAKING HARD

STEERING LINKAGE

ALSO RESET THE FRONT TOE

LO 19650501

LO 19650502

LO 02000350

plus time to road test several times on I-75 for verification

SEE STY.

VERIFIED CONCERN

PER VEH. HISTORY FOUND THE ST. LINKAGE FROM THE GEAR TO THE KNUCKLE HAD SOME LIGHT LATERAL PLAY.

REPLACED THE INNER AND OUTER DRAG LINKS

ALSO RESET THE FROM TOE SLIGHTLY MORE IN

ALSO SET THE steer ahead

ROAD TESTED TO 70, VERIFIED PROPER OPERATION NO NO ST. SHIMMY

WARRANTY

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1		CCUKV411-AA	DAMPER ST 19030006	
JOB # 1	1		CCUKV413-AA	DAMPER ST 19030006	
JOB # 1	1		68258759-AC	TIE ROD D 19027003	
JOB # 1	1		68260467-AB	CLAMP NON 19027003	
JOB # 1	1		68261666-AA	BOLT SQUA 19014003	
JOB # 1	1		6506557-AA	NUT HEX L 17015030	
PART ON SPECIAL ORDER					
** QUANTITY 3 IS SPECIAL ORDERED **					
JOB # 1	1		68258760-AE	SOCKET DR 19015007	
JOB # 1	1		68260466-AB	ADJUSTER 19015007	

JOB # 1 TOTAL PARTS 0.00

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 000020002

PREVIOUS CUSTOMER UNITS: TECH(S): 409

Previous Telegraph Service Customer, thank you

Previous Telegraph Service Customer, thank you

INTERNAL

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE
JOB # 2					
JOB # 2					

JOB # 2 TOTAL PARTS 0.00

JOB # 2 TOTAL LABOR & PARTS 0.00

J# 3 70002080

RENTAL CAR IN HOUSE UNITS: TECH(S): 409

NO SMOKING OR PETS ARE ALLOWED IN RENTAL VEHICLES WITH AN EXCEPTION TO SERVICE ANIMALS - IF THIS IS FOUND UPON RETURN RETURN INSPECTION OF YOUR RENTAL VEHICLE WE MAY CHARGE YOU UP TO \$300.00 FOR A CLEANING FEE

YOU ARE RESPONSIBLE FOR ANY DAMAGE THAT MAY OCCUR TO VEHICLE WHILE IT IS IN YOUR POSSESSION

ALL RENTAL DETAILS CAN BE FOUND IN THE RENTAL AGREEMENT

WARRANTY**MOPAR'S Basic Limited Warranty**

DEALER INSTALLED PARTS AND ACCESSORIES 12 months or 12,000 miles from the original installation date, whichever occurs first.

PAGE 1 OF 3

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 01-50pm

"Thank You For Your Business"

This dealership charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance.

INSURANCE CO.	
APPROVED BY	
CLAIM NO.	
ATTENTION CASHIER	
DEDUCTIBLE	BETTERMENT
OTHER	AMOUNT
RELEASES	
SIGNATURES	
THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. SHOP SUPPLIES 10% OF THE LABOR CHARGE MAY BE USED FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE: NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSOL, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, HAZARDOUS WASTE AND OR OTHER TOXIC SUBSTANCES PER THE WASTE DISPOSAL ACT EPA/R.C.R.A. All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act. REPAIRS PROPERLY COMPLETED AND CHECKED BY: X POWER OF ATTORNEY: KNOW ALL MEN THESE PRESENTS THAT the undersigned does hereby constitute and appoint TELEGRAPH CHRYSLER JEEP any (our) true and lawful attorney to sign name, place and ahead of the undersigned on any Insurance Checks or Drafts issued by Insurance Company covering any repairs to my (our) automobile authorized by myself (ourselves) in whatever manner is necessary to place check or draft in a cashable position. I (we) hereby ratify and confirm whatever action said attorney shall or may take by virtue hereof in the premises. THE ABOVE WORK HEREBY AUTHORIZED AND CONDITIONS AGREED TO AS OUTLINED ABOVE. Signed	



TELEGRAPH

Jeep

12000 Telegraph Road
Taylor, MI 48180
Phone 734.947.2300
Fax 734.947.2365
www.telegraphchrysler.com

INVOICE



STATE REG. NO. F-165684

DEALER CODE 42-26942

STATE REG. NO. F-165684

ADVISOR	SAG NO.	INVOICE DATE	
SALEH ALDHAHRI	215	02/05/20	
LABOR RATE	LICENSE NO.	COLOR	
135.00		WHITE/LEATH	
YEAR/MAKE/MODEL	MI. LEAGE	DELIVERY DATE	
18/JEEP/WRANGLER 4DR 4WD TM CANADA	21,540		
VIN. NO.	SELLING DEALER NO.	PRODUCTION DATE	
1C4HJXEG9		177	
F.T.E. NO.	O DATE	ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE	
	01/23/20		
RESIDENCE PHONE	BUSINESS PHONE	REMARKS	NO: 21540

TOTALS

THANK YOU FOR ALLOWING THE SERVICE STAFF OF
TELEGRAPH DODGE CHRYSLER JEEP RAM TO PERFORM THE
REPAIRS AND RECOMMENDED SERVICES STATED ABOVE.

YOU MAY RECEIVE A PHONE CALL FROM CHRYSLER
CORPORATION IN THE NEXT FEW WEEKS, IF FOR
ANY REASON YOU CANNOT GRADE US AS
(COMPLETELY SATISFIED)
PLEASE CONTACT YOUR SERVICE OR BODYSHOP
REPRESENTATIVE AT (734) 947-2300.

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

*****OPEN SATURDAYS*****
8 AM - 3 PM

CUSTOMER SIGNATURE

INSURANCE CO.	
APPROVED BY	
CLAIM NO.	
ATTENTION CASHIER	
DEDUCTIBLE	BETTERMENT
\$	\$
OTHER	AMOUNT
\$	\$
RELEASES	
SIGNATURES	

THE ONLY WARRANTIES APPLYING TO THIS
PART(S) ARE THOSE WHICH MAY BE OF-
FERED BY THE MANUFACTURER. THE SELLING
DEALER HEREBY EXPRESSLY DISCLAIMS ALL
WARRANTIES, EITHER EXPRESS OR IMPLIED,
INCLUDING ANY IMPLIED WARRANTIES OF
MERCHANTABILITY OR FITNESS FOR A PAR-
TICULAR PURPOSE, AND NEITHER ASSUMES
NOR AUTHORIZES ANY OTHER PERSON TO
ASSUME FOR IT ANY LIABILITY IN CONNECTION
WITH THE SALE OF THE PART(S) AND/OR SER-
VICE. BUYER SHALL NOT BE ENTITLED TO
RECOVER FROM THE SELLING DEALER ANY
CONSEQUENTIAL DAMAGES, DAMAGES TO
PROPERTY, DAMAGES FOR LOSS OF USE,
LOSS OF TIME, LOSS OF PROFITS, OR INCOME,
OR ANY OTHER INCIDENTAL DAMAGES.

SHOP SUPPLIES VEH. OF THE LABOR CHARGE MAY 23.00
FOR WORK DONE
YOUR VEHICLE. A
BOLTS, WASHERS
SOLVENT, RAGS,
CARBURETOR, CA
OTHER TONIC BL
ACT EPA R.C.R.A.

All repairs and parts
Michigan Motor Veh
REPAIRS PROPER

X

POWER OF ATTORNEY
That the undersig
TELEGRAPH DODGE CHRYSLER JEEP Ram (our) and
lawful attorney to sign name, place and seal of the undersigned
on any Insurance Checks or Drafts issued by Insurance
Company covering any repairs to my (our) automobile
authorized by myself (ourselves) in whatever manner is
necessary to place check or draft in a cashable position.

I (we) hereby verify and confirm whatever action said attorney
shall or may take by virtue thereof in the premises.

THE ABOVE WORK HEREBY AUTHORIZED AND CONDITIONS
AGREED TO AS OUTLINED ABOVE.

Signed _____

MOPAR'S Basic Limited Warranty

DEALER INSTALLED PARTS AND ACCESSORIES 12 months or 12,000 miles
from the original installation date, whichever occurs first.

PAGE 3 OF 3

CUSTOMER COPY

END OF INVOICE 1 01:50pm

"Thank You For Your Business"

*This dealership charges for labor utilizing the flat rate hours published either by the manufacturer in its latest time study guide or by a
recognized industry time study guide which reflects an average time requirement for the performance of specific repairs.
Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance.

SF57851073 (10/14)



TELEGRAPH

Jeep

12000 Telegraph Road
Taylor, MI 48180

Phone 734.947.2300

Fax 734.947.2365

www.telegraphchrysler.com

INVOICE



STATE REG. NO. F-165684

STATE REG. NO. F-165684

DEALER CODE 42-26942

ADVISOR KENNETH BROUGHTON	TAG NO. 6441	INVOICE DATE 03/26/20
LABOR RATE 135.00	LICENSE NO.	MILEAGE 22,094
YEAR / MAKE / MODEL 18/JEEP/WRANGLER 4DR/UNLTM SAHARA	COLOR WHITE/LEATH	DELIVERY MILES 8D131
VIN. NO. 1C4HJXEG9J	DELIVERY DATE	DELIVERY MILES 177
F.T.E. NO.	SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE	BUSINESS PHONE	R.O. DATE 03/06/20
REMARKS		ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
		MILEAGE OUT MO: 22105

LABOR & PARTS

CHK SHAKING IN STEERING WHEEL @ 60MPH AND HIGHER ALL THE TIME.
VEH HAD FRESH SIGNIFICANT BODY DAMAGE TO THE RT. ROCKER PANEL NOT PRESENT THE LAST TIME IN- POSSIBLY RELATED.
SEE BODY SHOP RO FOR BODY REPAIR
SEE LINE 4 FOR WHEEL BALANCE AND ROTATE.
ALSO SEE LINE 5 FOR ALIGNMENT
USED SHOP MASTER WHEEL LOCK KEY
LAST TIME IN: CONCERN OF A ST. WHEEL SHIMMY 60+ AFTER HITTING BUMPS-VERIFIED ON I-75 CONNECTOR AND CORRECTED W/PRIOR REPAIR
THIS TIME IN:
WAS UNABLE TO VERIFY THE SAME CONCERN OR ANY ABNORMAL BEHAVIOR HOWEVER
PER CONCERN OF VEH. SHAKING;
SEE LINES 4 AND 5
BALANCE AND ROTATED THE WHEELS
UPON BALANCING FOUND THE RT REAR WHEEL OUT BY 1.0 OZ LT REAR OUT BY .75OZ AND RF OUT BY .25 OZ
CORRECTED THE BALANCE AND ROTATED WHEELS
SEE LINE 5 FOR WHEEL ALIGNMENT
RE-TESTED AND VERIFIED PROPER OPERATION--

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	6506557-AA	NUT HEX L 17015030	
		TECH SHELF		
JOB # 1	2	6104718-AA	NUT HEX F 23043025	
JOB # 1	1	68258761-AD	TIE ROD T 19027003	
JOB # 1	1	68260467-AB	CLAMP NON 19027003	
JOB # 1	1	68260466-AB	ADJUSTER 19015007	
JOB # 1	1	68258762-AE	TIE ROD T 19027003	
JOB # 1	1	6512885-AA	NUT HEX F 17015030	

JOB # 1 TOTAL PARTS 0.00

JOB # 1 TOTAL LABOR & PARTS 0.00

JOB # 2 2000Z RENTAL SUBLET GROUP UNITS TECH(S) 2000 WARRANTY

RENTAL - CP PENDING DIAG - IF WARR 5 DAYS MAX
RENTAL

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 2				
JOB # 2				

JOB # 2 TOTAL PARTS 0.00

JOB # 2 TOTAL LABOR & PARTS 0.00

JOB # 3 4300Z ELECTRICAL GROUP UNITS TECH(S) 4300 WARRANTY

Added Operation (19STEPHANIE @ 03/25/2020 09:41)
START STOP INOP

MOPAR'S Basic Limited Warranty

DEALER INSTALLED PARTS AND ACCESSORIES 12 months or 12,000 miles
from the original installation date, whichever occurs first
CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 08:48am

PAGE 1 OF 3

"Thank You For Your Business"

*This dealership charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific tasks. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance.

INSURANCE CO

APPROVED BY

CLAW NO.

ATTENTION CASHIER

DEDUCTIBLE	RETIREMENT
\$	\$
OTHER	AMOUNT
\$	\$
RELEASES	

SIGNATURES

THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

SHOP SUPPLIES 10% OF THE LABOR CHARGE MAX \$25.00 FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE: NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSOL, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, HAZARDOUS WASTE AND OR OTHER TOXIC SUBSTANCES PER THE WASTE DISPOSAL ACT EPLR.C.R.A.

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act.

REPAIRS PROPERLY COMPLETED AND CHECKED BY:

X

POWER OF ATTORNEY - KNOW ALL MEN THESE PRESENTS, That the undersigned does hereby constitute and appoint TELEGRAPH DODGE CHRYSLER JEEP any (our) true and lawful attorney to sign name, place and seal of the undersigned on any Insurance Checks or Drafts issued by Insurance Company covering any repairs to my (our) automobile authorized by myself (ourselves) in whatever manner is necessary to place check or draft in a cashable position.

I (we) hereby ratify and confirm whatever action said attorney shall or may take by virtue hereof in the premises.

THE ABOVE WORK HEREBY AUTHORIZED AND CONDITIONS AGREED TO AS OUTLINED ABOVE.

Signed



TELEGRAPH

Jeep

12000 Telegraph Road
Taylor, MI 48180

Phone 734.947.2300

Fax 734.947.2365

www.telegraphchrysler.com

INVOICE



STATE REG. NO. F-165684

STATE REG. NO. F-165684

DEALER CODE 12-26012

ADVISOR KENNETH BROUGHTON	TAG NO. 6441 6487	INVOICE DATE 03/26/20
LABOR RATE 135.00	LICENSE NO.	COLOR WHITE/LEATH
YEAR/MAKE/MODEL 18/JEEP/WRANGLER 4DR/UNLTM SAHARA	MILEAGE 22,094	STOCK NO. 8D131
VIN. NO. 1C4HJXEG9J	DELIVERY DATE	DELIVERY MILES 177
R.T.E. NO.	SELLING DEALER NO.	PRODUCTION DATE
	R.O. DATE 03/06/20	ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
		MILEAGE OUT MO: 22105

PCM,TCM,ABS,AND IPC MODULE UPDATES
PER TSB#18-092-19-PCM
LO181906AN
TSB#08-040-19-ABS
LO 1819109V
TSB#21-026-18 -TCM
LO 181905KM
TSB#08-108-18
LO 181947BP
PER CONCERN OF SOP START INOP-VERIFIED ON ROAD TEST
ONLY STORED BCM DTC:B1812-11
PERFORMED PCM,TCM,ABS AND IPC MODULE FLASH UPDATES PER THE
TSB'S AFTER UPDATES ROAD TESTED AND THE LOW FUEL LIGHT CAME
ON
PUT \$10 IN THE TANK AND VERIFIED PROPER OPERATION OF THE
STOP START SYSTEM.

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----
JOB # 3 TOTAL PARTS 0.00
JOB # 3 TOTAL LABOR & PARTS 0.00

Added Operation (19SAM @ 03/25/2020 11:16)
PREVENTATIVE MAINTENANCE
BALANCE AND ROTATE
REMOVE ALL TIRES, HIGH-SPEED BALANCE ALL TIRES, CHECK BRAKE
PADS AND SHOES, INSTALL TIRES AND ROAD TEST VEHICLE. UPON
BALANCING:3 OF 4 WHEELS OUT OF BALANCE
FOUND THE RT REAR WHEEL OUT BY 1.0 OZ LT REAR
OUT BY .75OZ AND RF OUT BY .25 OZ
CORRECTED THE BALANCE AND ROTATED WHEELS

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----
JOB # 4 TOTAL PARTS 0.00
JOB # 4 TOTAL LABOR & PARTS 44.95

Added Operation (19SAM @ 03/25/2020 11:17)
VEHICLE FAILED HUNTER ALIGNMENT CHECK
CHECK AND ADVISE
WHEEL ALIGNMENT.
PERFORMED ALIGNMENT TO SPEC.

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----
JOB # 5 TOTAL PARTS 0.00
JOB # 5 TOTAL LABOR & PARTS 109.95

SUBLET-- --VEND INV#-INV.DATE-DESCRIPTION-----
JOB # 3 03/26/20 FUEL FILL 10.00
TOTAL - SUBLET 0.00

MOPAR'S Basic Limited Warranty

DEALER INSTALLED PARTS AND ACCESSORIES 12 months or 12,000 miles
from the original installation date, whichever occurs first.

PAGE 2 OF 3

CUSTOMER COPY

(CONTINUED ON NEXT PAGE) 08:48am

"Thank You For Your Business"

This dealership charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific tasks. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance.

INSURANCE CO.	
APPROVED BY	
CLAIM NO.	
ATTENTION CASHIER	
DEDUCTIBLE	BETTERMENT
OTHER	AMOUNT
RELEASES	
SIGNATURES	
THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. SHOP SUPPLIES 10% OF THE LABOR CHARGE MAY BE USED FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSOL SPRAY, GELLAG, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, HAZARDOUS WASTE AND OR OTHER TOXIC SUBSTANCES PER THE WASTE DISPOSAL ACT EPA R.C.R.A. All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act. REPAIRS PROPERLY COMPLETED AND CHECKED BY: X POWER OF ATTORNEY - KNOW ALL MEN THESE PRESENTS, That the undersigned does hereby constitute and appoint TELEGRAPH DODGE CHRYSLER JEEP my (our) true and lawful attorney to sign name, place act instead of the undersigned on any insurance checks or bills issued by insurance Company covering any repairs to my (our) automobile authorized by myself (ourselves), in whatever manner is necessary to place check or draft in a cashable position. I (we) hereby ratify and confirm whatever action said attorney shall or may take by virtue hereof in the premises. THE ABOVE WORK HEREBY AUTHORIZED AND CONDITIONS AGREED TO AS OUTLINED ABOVE. Signed	



TELEGRAPH

Jeep

12000 Telegraph Road

Taylor, MI 48180

Phone 734.947.2300

Fax 734.947.2365

www.telegraphchrysler.com

INVOICE



STATE REG. NO. F-165684

STATE REG. NO. F-165684

DEALER CODE 42-26942

ADVISOR KENNETH BROUGHTON		TAG NO. 6441	INVOICE DATE 03/26/20
LABOR RATE 135.00	LICENSE NO.	MILEAGE 22,094	COLOR WHITE/LEATH
YEAR / MAKE / MODEL 18/JEEP/WRANGLER 4DR/UNLIM SAHARA			STOCK NO. 8D131
VIN NO. 1C4HJXEG9J			DELIVERY DATE 177
F.T.E. NO.			SELLING DEALER NO.
R.C. NO.			PRODUCTION DATE
RESIDENCE PHONE			R.O. DATE 03/06/20
BUSINESS PHONE			ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
REMARKS			MILEAGE OUT MO: 22105

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----

JOB # A SS SHOP SUPPLIES/HAZ WASTE DISPOSAL 35.00

JOB # 2 1RENT Rental Charge WARRANTY 175.00

JOB # 2 1RENT Rental Charge

TOTAL - MISC 210.00

ESTIMATE-----

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING

ORIGINAL ESTIMATE OF \$0.00 (+TAX)

APPROVED ADDITIONAL COST OF \$667.00 FOR TOTAL ESTIMATE OF \$667.00 (+TAX) ON 03/26/20 AT 09:51am

BY MAYRA BRAVO COMMENTS

5665

HAD TO ADD FUEL FOR TEST DRIVE

TECHNICIAN CERTIFICATION-----

409 MICHAEL EASA M231996

TOTALS-----

THANK YOU FOR ALLOWING THE SERVICE STAFF OF

TELEGRAPH DODGE CHRYSLER JEEP RAM TO PERFORM THE

REPAIRS AND RECOMMENDED SERVICES STATED ABOVE.

YOU MAY RECEIVE A PHONE CALL FROM CHRYSLER

CORPORATION IN THE NEXT FEW WEEKS. IF FOR

ANY REASON YOU CANNOT GRADE US AS

(COMPLETELY SATISFIED)

PLEASE CONTACT YOUR SERVICE OR BODYSHOP

REPRESENTATIVE AT (734) 947-2300.

TOTAL LABOR.... 154.90

TOTAL PARTS.... 0.00

TOTAL SUBLET... 0.00

TOTAL G.O.G.... 0.00

TOTAL MISC CHG. 210.00

TOTAL MISC DISC 0.00

TOTAL TAX..... 2.10

TOTAL INVOICE \$ 367.00

*****OPEN SATURDAYS*****

8 AM - 3 PM

CUSTOMER SIGNATURE

***** DUPLICATE INVOICE *****

INSURANCE CO.

APPROVED BY

CLAIM NO.

ATTENTION CASHIER

DEDUCTIBLE BETTERMENT

OTHER AMOUNT RELEASES

SIGNATURES

THE ONLY WARRANTIES APPLYING TO THIS

PART(S) ARE THOSE WHICH MAY BE OF-

FERED BY THE MANUFACTURER. THE SELLING

DEALER HEREBY EXPRESSLY DISCLAIMS ALL

WARRANTIES, EITHER EXPRESS OR IMPLIED,

INCLUDING ANY IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PAR-

TICULAR PURPOSE, AND NEITHER ASSUMES

NOR AUTHORIZES ANY OTHER PERSON TO

ASSUME FOR IT ANY LIABILITY IN CONNECTION

WITH THE SALE OF THE PART(S) AND/OR SER-

VICE. BUYER SHALL NOT BE ENTITLED TO

RECOVER FROM THE SELLING DEALER ANY

CONSEQUENTIAL DAMAGES, DAMAGES TO

PROPERTY, DAMAGES FOR LOSS OF USE,

LOSS OF TIME, LOSS OF PROFITS, OR INCOME,

OR ANY OTHER INCIDENTAL DAMAGES.

SHOP SUPPLIES 10% OF THE LABOR CHARGE MAX \$25.00

FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON

YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE: NUTS,

BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC,

SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER,

CARBURETOR CLEANER, HAZARDOUS WASTE AND OR

OTHER TOXIC SUBSTANCES PER THE WASTE DISPOSAL

ACT EPA R.C.A.

All repairs and parts listed were furnished in compliance with the

Michigan Motor Vehicle Service and Repair Act.

REPAIRS PROPERLY COMPLETED AND CHECKED BY:

X

POWER OF ATTORNEY - I KNOW ALL MEN THESE PRESENTS.

That the undersigned does hereby constitute and appoint

TELEGRAPH DODGE CHRYSLER JEEP my (our) true and

lawful attorney to sign name, place and stead of the undersigned

on any Insurance Checks or Drafts issued by Insurance

Company covering any repairs to my (our) automobile

authorized by myself (ourselves) in whatever manner is

necessary to place check or draft in a cashable position.

I (we) hereby ratify and confirm whatever action said attorney

shall or may take by virtue hereof in the premises.

THE ABOVE WORK HEREBY AUTHORIZED AND CONDITIONS

AGREED TO AS OUTLINED ABOVE.

Signature

MOPAR'S Basic Limited Warranty

DEALER INSTALLED PARTS AND ACCESSORIES 12 months or 12,000 miles

from the original installation date, whichever occurs first

CUSTOMER COPY

[END OF INVOICE] 08:48am

PAGE 3 OF 3

"Thank You For Your Business"

*This dealership charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specified tasks. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance.

EXHIBIT E

Fast, FREE shipping on orders over \$49. [Details. \(https://www.quadratec.com/help/shipping-policy\)](https://www.quadratec.com/help/shipping-policy)

[Home \(/\)](#) » [Quadratec Channel \(/c/\)](#) » [Quadratec Blog \(/c/blog\)](#) » Jeep Death Wobble: How To Properly Handle, Diagnose And Fix

Jeep Death Wobble: How To Properly Handle, Diagnose And Fix

BLOG

Matt Konkle | March 16, 2018



Photography By: Quadratec

Like 1.1K Share Tweet

by **Matt Konkle**
Quadratec Channel Editor

The wobble.

Anyone who has driven a Jeep for any length of time most likely knows all about the wobble.

That wheel shake, almost a violent one, which seems to show up out of nowhere after hitting some sort of bump or pothole, or sometimes following a hard press on the brake pedal.

Mike Kelly remembers the first time he encountered the wobble.

Kelly, owner of East Coast-based overlanding company Wheelers LLC ([/c/blog/wheelers-overland-adventure](http://c/blog/wheelers-overland-adventure)), is a long time overlander and trail rider, and had just gotten a 2014 Wrangler JK when his struck on Interstate 95 in Center City, Philadelphia.

"I was going about 65-70 in the middle lane and hit a bump," he says. "And the next thing you know, I had to slow down almost to a stop to get that wobble to go away."

"It can definitely be a scary thing, death wobble, with the Jeep violently bashing and everything inside rattling, especially on the highway. It almost felt like the axle was going to fall off."

In reality, the axle won't fall off. Nor will the wheels come apart. It just feels that way. And, really, even the term death wobble is quite a bit misleading because for all the shaking and, um, wobbling, it is just a matter of keeping your head and using common sense to regain control and safely overcome the situation. It is also important to remember that even though the problem is termed death wobble, no one has ever died because of the issue.

In fact, for all its mystique and talk among enthusiasts, there never has been a recall issued by the National Highway Transportation Safety Administration for death wobble. According to the *Detroit News*, NHTSA last did a study on the 2005-10 model year Jeeps and found only two crashes blamed on death wobble, with just one listed as causing some sort of non-fatal injury. In contrast, Jeep sold 542,134 Wranglers during that time frame.

Chrysler did issue a Technical Service Bulletin back in 2012 warning drivers of its solid axle vehicles that steering systems needed to be kept in good working condition, but also did not issue any sort of recall.

So, now that you have a little background, what exactly is death wobble? What are the causes and best ways to handle the issue when it occurs? And what are some of the most important things to check, in order to fix the problem.



Death Wobble Explained

Quite simply, death wobble is the seemingly uncontrollable side-to-side shaking of a Jeep's front end steering components and – by extension – its steering wheel. While its dark name by no way indicates what will happen to you after the problem starts, death wobble does make the Jeep difficult to control, and can make you think the whole front end is about to fall apart. It is a problem inherent to solid axle vehicles, and can certainly make for some white-knuckle driving if it catches you unaware. But it is not something 'guaranteed' to happen. So just because you own a Jeep does not mean you are going to be affected. However, if it does happen, it usually starts when one tire hits a groove, pothole, or some other bump in the pavement at speeds around 45 miles-per-hour - or even after a heavy tap on the brake.

Death Wobble In a Jeep Cherokee XJ View of Steering





"Death wobble is caused by something very simple - it's the vehicles inability to absorb the natural vibration caused by driving," says Mike Gardner, longtime Jeep enthusiast, vintage Jeep expert and co-host of Willys restoration show 'Throwing Wrenches'. "This problem can be in the front suspension or in the steering. As your Jeep drives down the road it vibrates. Imagine the vibration is a ripple in a pond, starting at the front bumper and traveling through the Jeep to the rear bumper, then bouncing back. In the case of your Jeep the ripple in the pond is a constant and ever changing wave. Your Jeep is designed to absorb and control this vibration, but the frequency becomes too much to absorb at 40 to 55 miles-per-hour when your Jeep has death wobble."

Now, this wobble isn't to be confused with another Jeep issue called 'Bump Steer', which is a problem that normally arises after adding a suspension lift to the Jeep. Bump steer occurs when the vehicle darts right or left after hitting a bump in the road, and is easier to identify through improperly installed suspension kits, or broken/damaged steering components.

Nor should it be confused with vibrations felt at higher speeds, as this is normally caused by an improperly aligned vehicle.

Safely Overcoming Death Wobble

The first thing to do when the wobble strikes is not to panic. That may seem obvious, but it still can be difficult to accomplish when your vehicle suddenly hits a bump and starts shaking wildly at higher speeds. It is also important to remember that even though it may feel like you are out of control, the vehicle is still going straight.

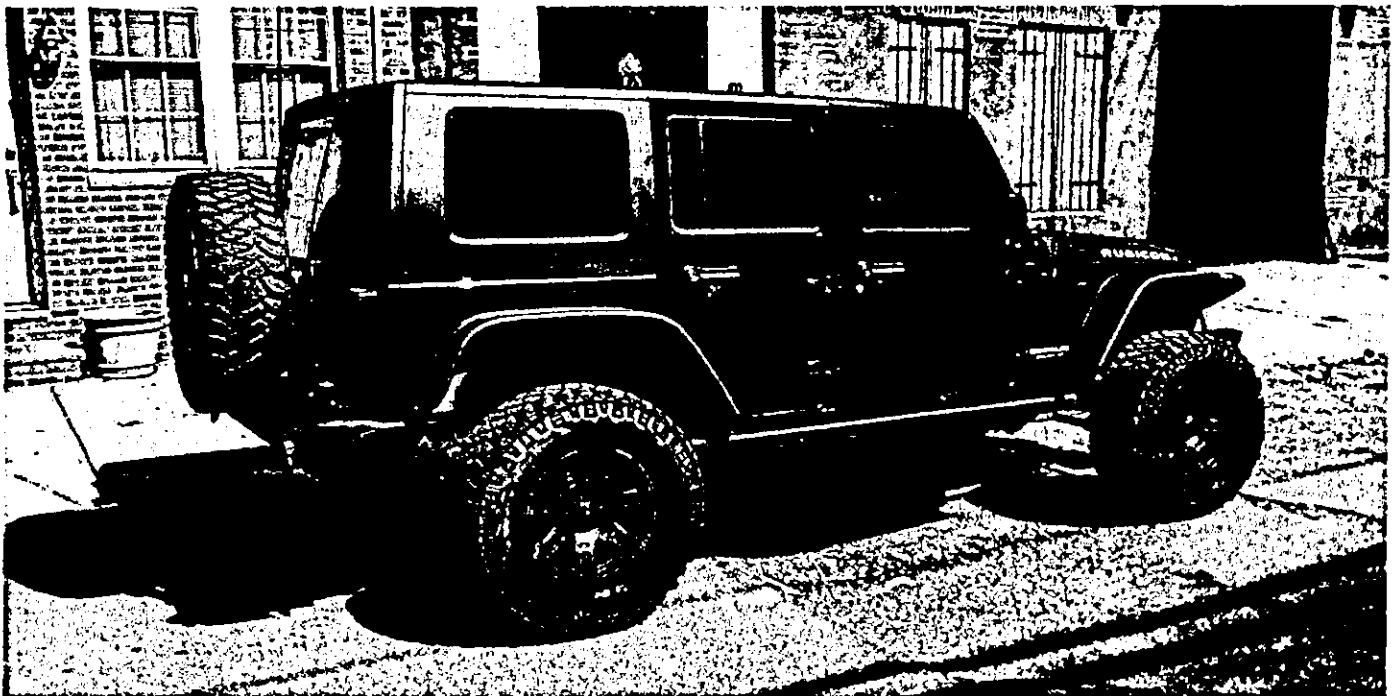
Maintain a solid grip on the steering wheel throughout the experience. Not a strangulation hold, but good enough to keep control. Often times, the harder you grip the wheel, the more you could damage your fingers or hands from violent steering wheel sways.

Death wobble From the Interior of a Jeep Cherokee



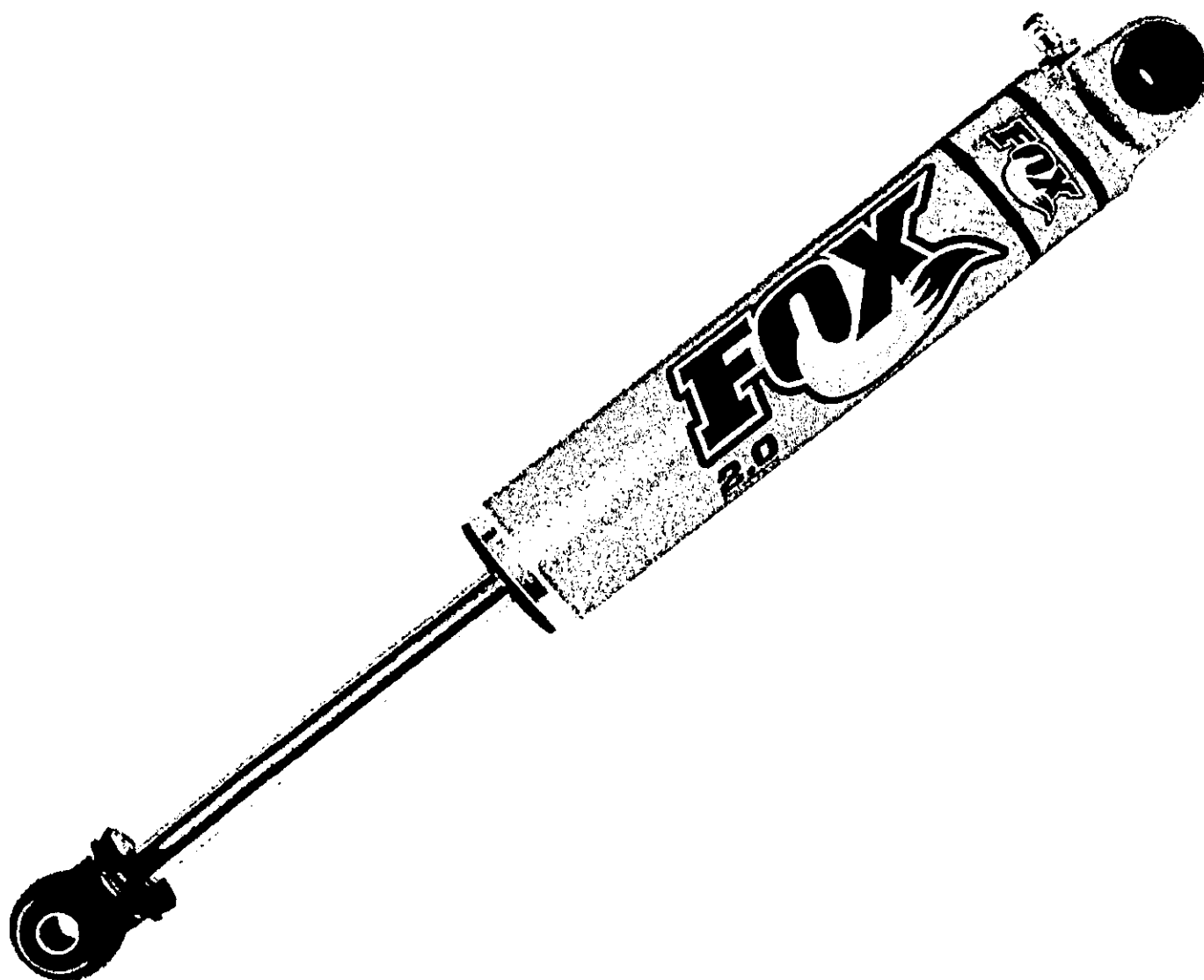
As far as resolving the issue, the best way - and really only way - is to bring the Jeep to a stop through controlled braking. Don't mash the brake pedal, as that will only make the vehicle more difficult to control, and do not give the Jeep gas in hopes of accelerating through the problem. Instead, bring it to a controlled stop on the shoulder, and out of the way of other traffic.

"If you experience wobble you need to come to a complete stop, because only a complete stop will stop the shake," Gardner says. "People like to power through the wobble by increasing speed, but it is very possible it would get worse and cause more damage or cause you to lose all control of the vehicle. My suggestion is to stop completely on the side of the road as safe as possible. If needed, change your pants and start moving again. This time avoid the speed that caused it, usually 40 to 55 miles per hour, but not always. Also avoid large pot holes or large impacts such as speed bumps. If you have to hit an impact take it slow. Hitting them slow will keep any shaking down to a minimum and not cause more damage to your vehicle that already has some obvious issues."



Death Wobble Misconceptions

One of the biggest myths regarding death wobble is that all stock Jeeps are immune, and only lifted Jeeps are affected. This is absolutely not true, as any solid front axle vehicle can get death wobble under the right conditions. However, those who have recently added suspension upgrades usually are more likely to experience death wobble.



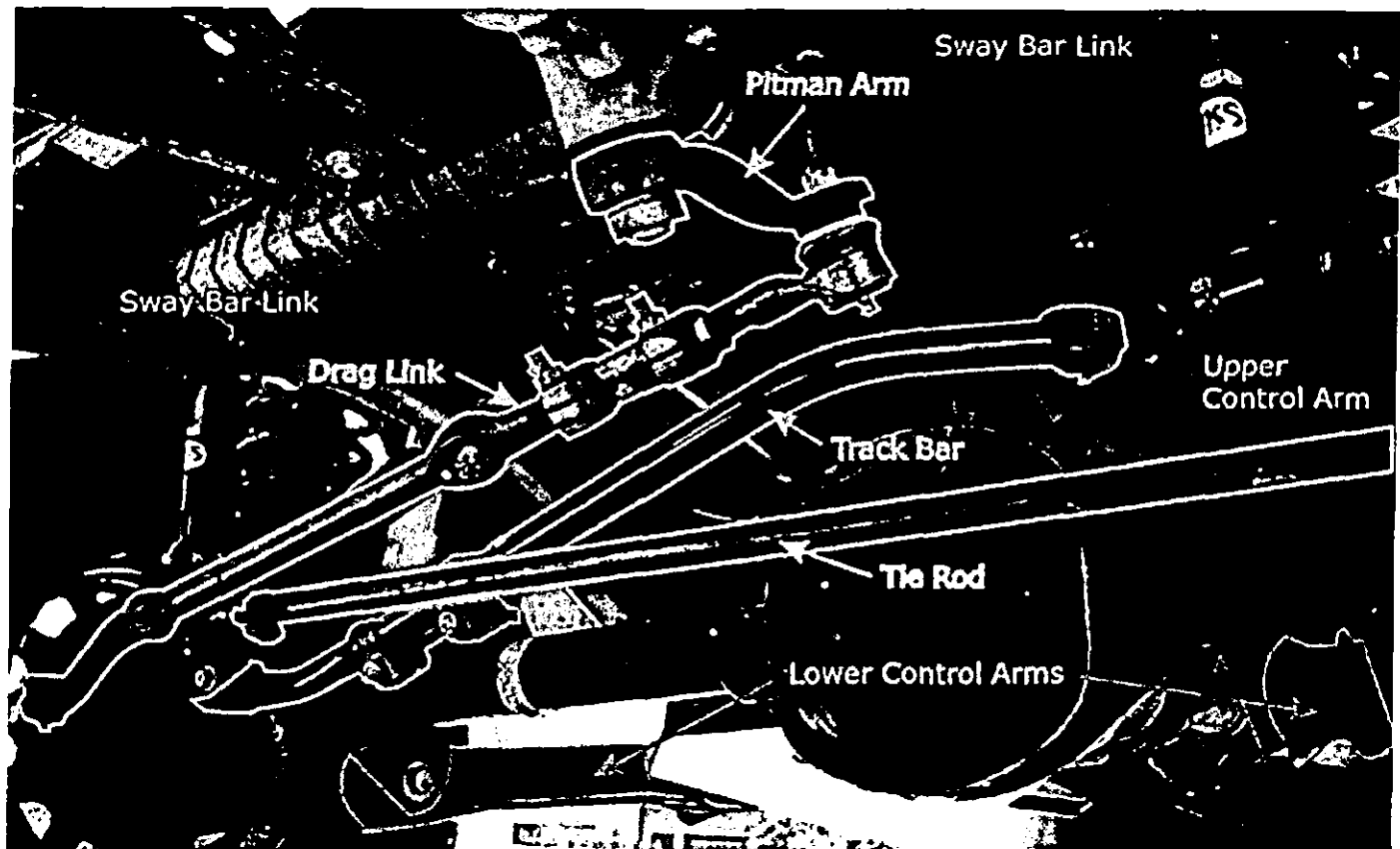
Another incorrect belief is that swapping out the Jeep's steering stabilizer to a stronger version will solve death wobble. While a [steering stabilizer](#) ([/categories/jeep_steering_brake_parts/steering_stabilizers_brackets](#)) is a good tool to act as a 'cushion' for your steering, and help dampen normal steering wander after hitting a rut, in reality a stronger steering stabilizer will only tend to mask the underlying issues. In fact, a steering stabilizer can only make things more difficult to resolve and even may cause more problems down the road.

Possible Causes of Death Wobble

The effects of death wobble are easy to see (and tough to experience), but discovering reasons and causes behind the problem are a bit more difficult to diagnose, mainly because this extreme wobble can be caused by numerous different loose or damaged components throughout the entire steering and suspension system. Or it can be caused by one worn or bad part. See the problem? It is not a hard and fast rule. But most likely if you experience death wobble, it is because these parts have been bad for awhile.



"While it seems like death wobble comes out of nowhere, the signs and symptoms are typically building towards that first time you hit 55 mph and you get completely shocked by the overwhelming feeling that comes with death wobble," says Jeff Yurk, Chief of Operations at Unofficial Use Only - a Michigan-based custom vehicle builder and garage. "I run 42-inch tires on the Ripp Supercharged Grappler JK build and one of the things I have always tried to ensure was that all the steering and suspension components were top notch and able to handle the harsh requirements that come with running a very large off-road tire."



The best place to start understanding and rooting out the causes of death wobble is to get under the vehicle and give the steering and suspension a good visual inspection. Components like your front track bar, tie rod and tie rod ends, ball joints, upper and lower control arms as well as bushings, and wheel bearings should all be checked for excessive wear, damage or missing parts. In addition, if you have recently installed a new suspension lift then ensure the hardware is properly torqued and nothing is loose or out of place.

"My first way of finding a cause is a simple hands on walk around," Gardner says. "I pull, push and twist suspension and steering by hand, and it is best to do this on a lift. Many times you can inspect and or remove the steering stabilizer and test drive it see if the problem still exists. Your Jeep is designed to function absolutely perfectly without a steering stabilizer. After that easy and simple cause had been identified or eliminated you can move on to other systems."

Another important thing to check is the alignment of your wheels and tires. While these aren't necessarily a cause of death wobble, any unbalance can certainly make the issue worse. Plus, if you are out of alignment, then getting your wheels set up correctly will save tire life.

Fixing Death Wobble

Like we've said before, death wobble can strike both a stock or lifted Jeep thanks to all of these vehicle having solid front axles. So knowing that, and owing a Jeep, how can you fix the problem and prevent it from happening – or happening again if you've been through it before?

Well for starters, remember to ignore anyone who says throwing a new steering stabilizer at the problem will solve the issue. We previously covered this as a misconception and, in fact, the best thing you can do when striving to fix wobble is to disconnect that stabilizer in order to get a more accurate diagnosis.

Next, take what you've learned from your visual inspection and make sure all the bolts in your suspension and steering parts are tightened to proper specs. Basically, if there is any looseness in these bolts, then death wobble can take advantage at the right moment.

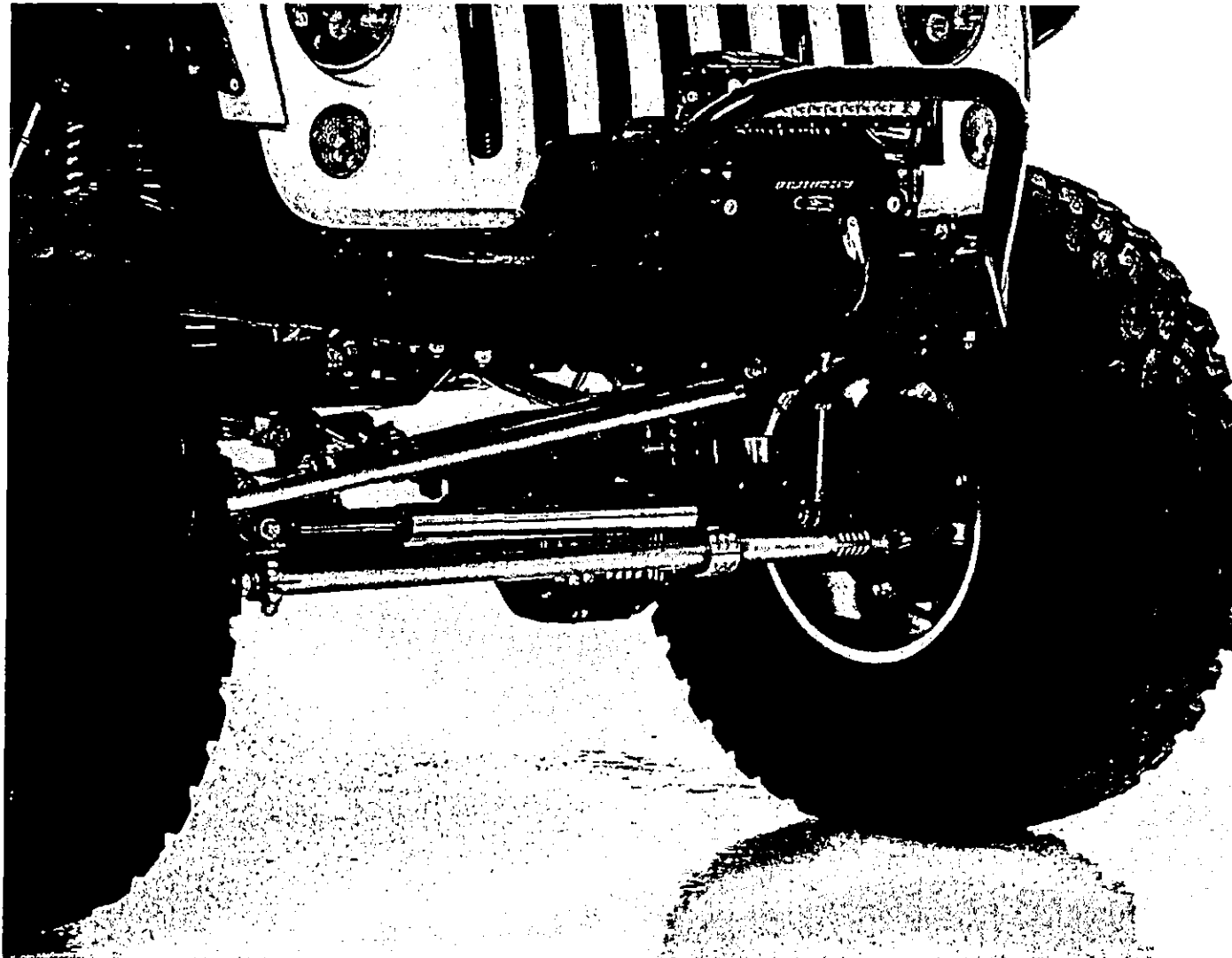


After tightening all bolts, the first part to attack is your factory track bar. This is a product designed to absorb a lot of force and keep your vehicle's axle from drifting side to side. Over time though, this force can deform the bar's frame side bolt hole, causing the bolt to become loose and track bar bushings to wear out. The result can be a significant amount of play in the track bar.

Luckily, it is pretty simple to determine if there is an issue.

Grab a buddy and set the Jeep in neutral with the motor off, but key in the 'on' position. Have your buddy turn the steering wheel back and forth – about a quarter turn each way. Ideally, your track bar should stay firmly in place when this happens. However, if there is play in the track bar and you know

the bolt is properly torqued, then either the bushing or bolt may be bad. Also, if your track bar was moving even with the bolt firmly in place, then your bushing is worn out and the track bar (/categories/jeep_lift_kits_suspension/track_bars) should be replaced.

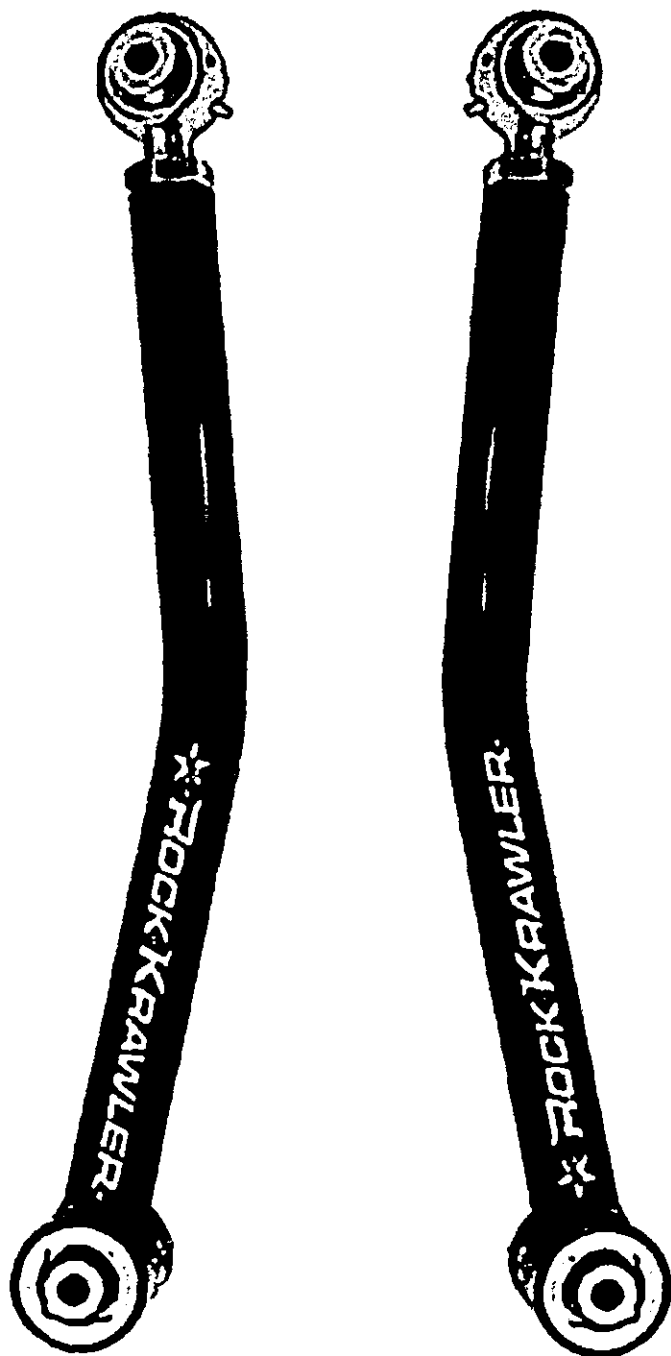


Your Jeep's tie rod and tie rod ends should be next on the hit list. To check these, use a jack to lift up the front of the Jeep and then have a friend grab one wheel and twist it back and forth. If the tie rod doesn't move, but the ends seem to wiggle, then they most likely need replacement. Of course, if the rubber boot is torn or damaged that is another replacement sign. Plus, if the actual tie rod is bent then definitely look at swapping out that tie rod (/categories/jeep_steering_brake_parts/steering_linkage/tie-rods). A bent tie rod not only can cause shaky steering wheel syndrome and bump steer, but also will certainly exacerbate death wobble and causes excessive tire wear.



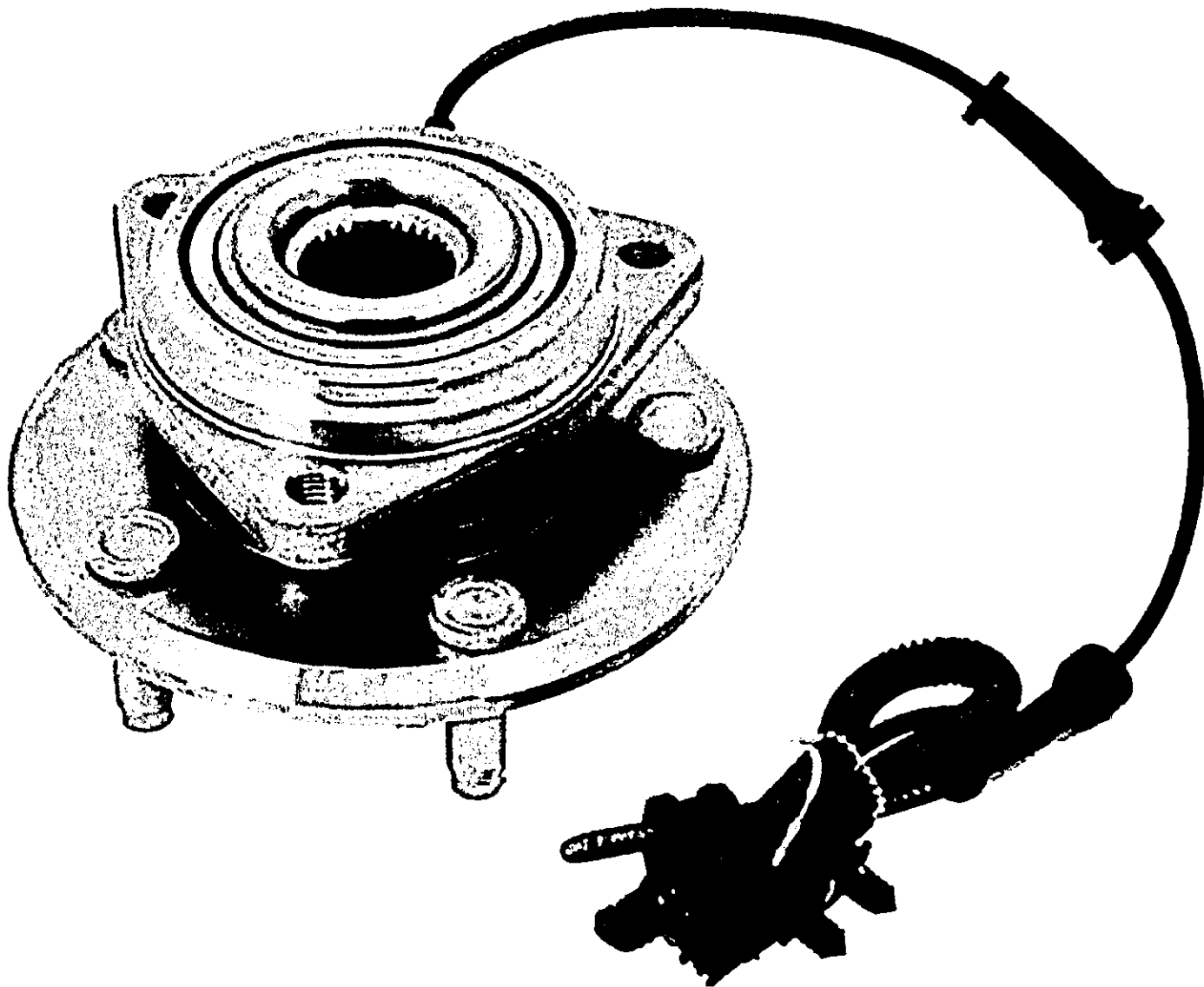
The vehicle's ball joints are yet another important part to investigate when trying to eliminate death wobble. These ball joints connect the steering knuckle to the axle, are encased in rubber boots filled with grease and designed to help smooth out steering. If these boots are damaged and grease is

leaking then it's a good bet the ball joints need replacement. You can also lift up the vehicle with a jack and check the ball joints by pushing against the tire with a pry bar. If there is any movement in the joint then definitely replace those [ball joints \(/categories/jeep_steering_brake_parts/ball_joints\)](/categories/jeep_steering_brake_parts/ball_joints).



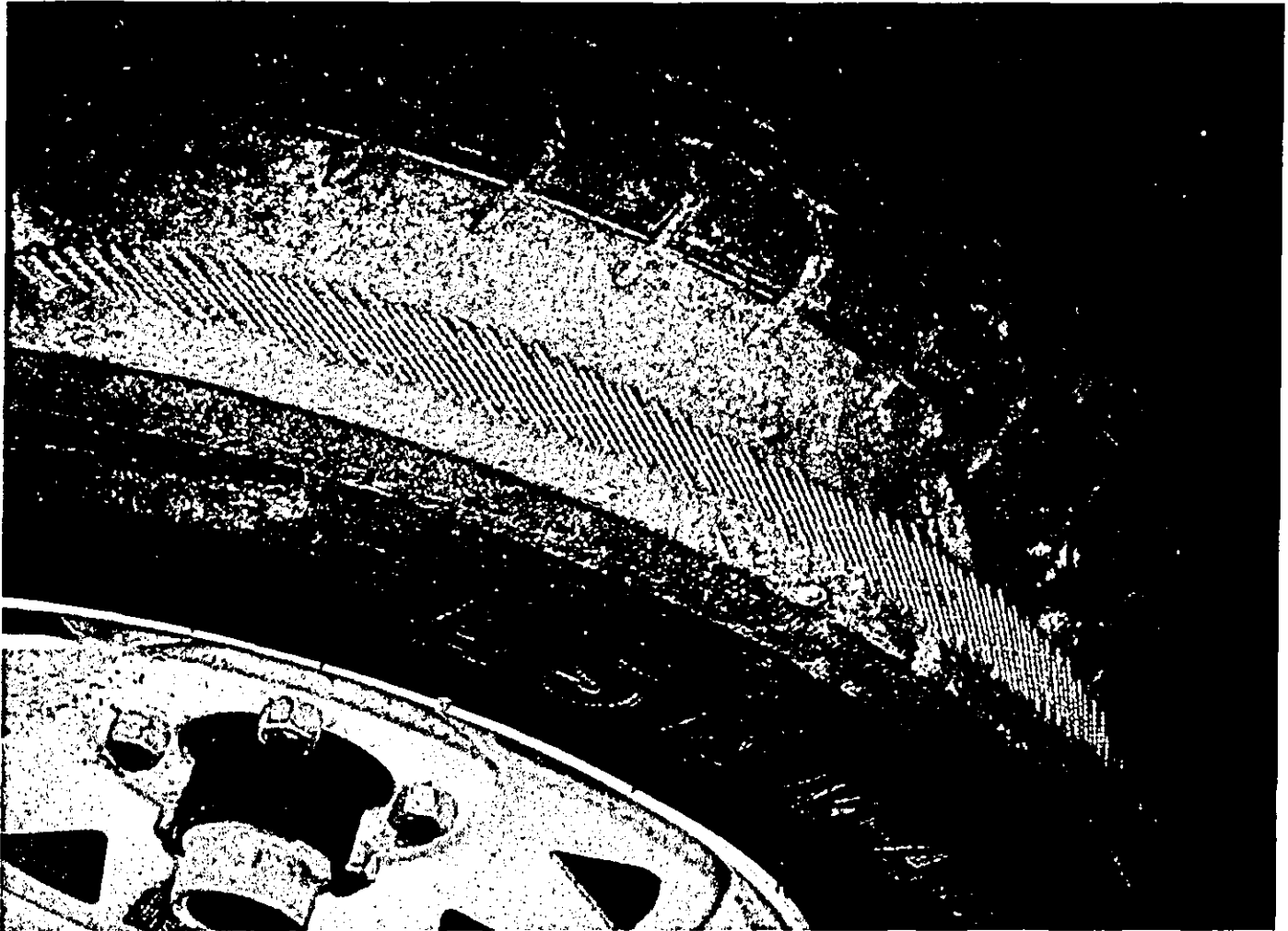
Control arms and control arm bushings can also be an issue and this is something easily determined with a visual inspection. Basically, if the arms are bent or cracked then it is a good idea to replace the [control arm \(/categories/jeep_lift_kits_suspension/control_arms\)](/categories/jeep_lift_kits_suspension/control_arms) as these parts help 'control' the up and down movement of your Jeep's suspension. Damaged arms remove that control and lead to

excessive vibration in the suspension. If the control arms are fine, don't forget to check the bushings as these rubber pieces can enlarge and wear out over time - affecting the ability of the control arms to do their thing.



Worn wheel bearings may contribute to death wobble as well and are very easy to test. Jack up one of your Jeep's front wheels and grasp the tire at the 12- and 6-o'clock position, then wiggle the tire. If you feel movement, then you most likely have a worn wheel bearing. Check the other side as well.

One other thing to check which can also have an impact on death wobble is your tires. Unbalanced, damaged, or improperly inflated tires play a role in the sense that something needs to start the wobble. A warped, underinflated or unbalanced tire hitting a bump or pothole can be enough to set the whole thing in motion.



Finally, anytime after installing a new suspension lift or adding new steering and suspension components, you should get a front end alignment. Make sure you use a company who knows how to deal with 4x4 vehicles and won't sell you on simply getting a four-wheel alignment, as you do not have independent rear suspension in your Jeep. A good alignment shop will also know how to properly set your vehicle's caster and toe angle.

Follow Up Maintenance

So with everything now inspected, all those components correctly tightened and maybe even a few parts replaced, the risk of getting that crazy wobble after unexpectedly striking a bump or pothole is significantly less. However, the job isn't really over. Truth is, it is never really over.

Regular checks of these components, especially the tires and suspension hardware, and specifically after installing any [new suspension lift kits or parts \(/categories/jeep-lift-kits-suspension\)](/categories/jeep-lift-kits-suspension), is all part of a proper maintenance plan that will provide peace of mind and help ensure the wobble is a thing of the past.

Need To Fix Your Jeep's Death Wobble? Shop The Parts You Need Below

BALL JOINTS

(/CATEGORIES/JEEP STEERING BRAKE PARTS/BALL JOINTS)

[2007-2018 Wrangler JK \(/vehicle/2007-2017-jeep-wrangler-jk/steering-brakes/ball-joints\)](/vehicle/2007-2017-jeep-wrangler-jk/steering-brakes/ball-joints)

[1997-2006 Wrangler TJ \(/vehicle/1997-2006-wrangler-tj/steering-and-brakes/ball-joints\)](/vehicle/1997-2006-wrangler-tj/steering-and-brakes/ball-joints)

[1987-1995 Wrangler YJ \(/vehicle/1987-1995-wrangler-yj/steering-and-brakes/ball-joints\)](/vehicle/1987-1995-wrangler-yj/steering-and-brakes/ball-joints)

WHEEL BEARINGS (/CATEGORIES/JEEP-DRIVELINE/AXLE-SEALS-BEARINGS)

[2007-2018 Wrangler JK \(/vehicle/2007-2017-jeep-wrangler-jk/driveline/hub-parts\)](/vehicle/2007-2017-jeep-wrangler-jk/driveline/hub-parts)

[1997-2006 Wrangler TJ \(/vehicle/1997-2006-wrangler-tj/driveline/hub-parts\)](/vehicle/1997-2006-wrangler-tj/driveline/hub-parts)

[1987-1995 Wrangler YJ \(/vehicle/1987-1995-wrangler-yj/driveline/hub-parts\)](/vehicle/1987-1995-wrangler-yj/driveline/hub-parts)

TRACK BARS

(/CATEGORIES/JEEP LIFT KITS SUSPENSION/TRACK BARS)

[2007-2018 Wrangler JK \(/vehicle/2007-2017-jeep-wrangler-jk/lift-kits-suspension/track-bars\)](/vehicle/2007-2017-jeep-wrangler-jk/lift-kits-suspension/track-bars)

[1997-2006 Wrangler TJ \(/vehicle/1997-2006-wrangler-tj/lift-kits-and-suspension/track-bars\)](/vehicle/1997-2006-wrangler-tj/lift-kits-and-suspension/track-bars)

[1987-1995 Wrangler YJ \(/vehicle/1987-1995-wrangler-yj/lift-kits-and-suspension/track-bars\)](/vehicle/1987-1995-wrangler-yj/lift-kits-and-suspension/track-bars)

STEERING LINKAGE

[2007-2018 Wrangler JK \(/vehicle/2007-2017-jeep-wrangler-jk/steering-brakes/steering-linkage\)](/vehicle/2007-2017-jeep-wrangler-jk/steering-brakes/steering-linkage)

[1997-2006 Wrangler TJ \(/vehicle/1997-2006-wrangler-tj/steering-and-brakes/steering-linkage\)](/vehicle/1997-2006-wrangler-tj/steering-and-brakes/steering-linkage)

[1987-1995 Wrangler YJ \(/vehicle/1987-1995-wrangler-yj/steering-and-brakes/steering-linkage\)](/vehicle/1987-1995-wrangler-yj/steering-and-brakes/steering-linkage)

CONTROL ARMS

(/CATEGORIES/JEEP LIFT KITS SUSPENSION/CONTROL ARMS)

[2007-2018 Wrangler JK \(/vehicle/2007-2017-jeep-wrangler-jk/lift-kits-suspension/control-arms\)](/vehicle/2007-2017-jeep-wrangler-jk/lift-kits-suspension/control-arms)

[1997-2006 Wrangler TJ \(/vehicle/1997-2006-wrangler-tj/lift-kits-and-suspension/control-arms\)](/vehicle/1997-2006-wrangler-tj/lift-kits-and-suspension/control-arms)

Tags: [How to \(/c/tag/how-to\)](/c/tag/how-to), [Product Information \(/c/tag/product-information\)](/c/tag/product-information), [Driveline \(/c/tag/driveline\)](/c/tag/driveline)

Comments

6 Comments

Sort by **Newest**



Add a comment...

**Kathy Rossello**

I had a 1996 Cherokee that had this issue, I replaced the entire front suspension for about \$500 and never had the problem again.

Like · Reply · 2w

**Lori K. Wikle-Aberle**

I have been through the death wobble twice in my 2004 LJ. Both times, we did all the recommended replacements, tightening everything down well and making sure everything was perfect. First time, worked. Second time, no luck. We tried and tried and tried. Finally looked at my 60,000 mile tires that only had 30,000 miles on them. One tire had cupped. Replaced the tires and problem solved.

Like · Reply · 3w

**Greg Grace**

Our 2013 developed the wobble within a few weeks or months of a suspension leveling. I tried a new steering dampner that only made it worse. I put the stock dampner back on. Eventually me and a friend found the lower track bar bolt very loose. He and I tightened it and the problem was solved.

Like · Reply · 9w

**Joe Rodriguez**

2000 Jeep Wrangler sport. 4" Fabtech lift. 33x 12.5 x 15 tires. Knock wood never had a death wobble experience.

Like · Reply · 9w

**Greg Newman**

New 2018 Jeep JL with less than 6K miles. Already had the recalled steering damper replaced. Happened two days ago on Interstate 69 at 72mph. Crossed a somewhat rough bridge expansion joint and the entire vehicle started shaking like it was going to come apart. Slowed to around 20mph and it stopped the episode.

Like · Reply · 2 · 12w

**Kathy Young**

I had the same issue, been in the shop x5. I think its finally better. Call brandywine jeep on Kirkwood road in Wilmington Delaware to find out how they fixed it. I bought my jeep brand new, it was worse in colder weather and higher speeds

Like · Reply · 1 · 9w

**Don Comstock**

Same here.. So took to dealership and they replaced the shock and had it happen again. said it was the

[\(/c/blog/fcas-2019-sales-mixed-bag\)](#)

BLOG

FCA Reports 2019 Sales Off 1% Despite Strong Performance From Gladiator, Ram

[\(/c/blog/fcas-2019-sales-mixed-bag\)](#)

Matt Konkle | January 3, 2020

Wrangler posts record fourth quarter numbers, but Jeep brand slows five percent for year as FCA reports mixed bag of 2019 sales.

TRENDING TOPICS



[\(/c/tag/jeeps-java\)](#)

[Jeeps & Java \(/c/tag/jeeps-java\)](#)



[\(/c/tag/quadrangle-cares\)](#)

[Quadrangle Cares \(/c/tag/quadrangle-cares\)](#)



[\(/c/tag/jeep-wrangler-jl\)](#)

[Jeep Wrangler \(JL\) \(/c/tag/jeep-wrangler-jl\)](#)



[\(/c/tag/quadrangle-academy\)](#)

[Quadrangle Academy \(/c/tag/quadrangle-academy\)](#)

HOW-TO GUIDES



[\(/c/reference/installing-tj-wrangler-fishbone-fenders-and-sliders\)](/c/reference/installing-tj-wrangler-fishbone-fenders-and-sliders)



[\(/c/howto/how-upgrade-your-factory-jk-hood-latches-mopar-jl-hood-hold-downs\)](/c/howto/how-upgrade-your-factory-jk-hood-latches-mopar-jl-hood-hold-downs)



[\(/c/howto/how-properly-jumpstart-your-jeep\)](/c/howto/how-properly-jumpstart-your-jeep)

VIDEOS



[\(/c/video/how-clean-and-restore-scratched-soft-top-windows-jeep-wrangler\)](/c/video/how-clean-and-restore-scratched-soft-top-windows-jeep-wrangler)



[\(/c/video/oracle-oculus-9-inch-bi-led-headlights-install-and-review-jeep-wrangler-jl-jeep-gladiator-jt\)](/c/video/oracle-oculus-9-inch-bi-led-headlights-install-and-review-jeep-wrangler-jl-jeep-gladiator-jt)



[\(/c/video/quadratec-center-console-storage-tray-jeep-wrangler-and-jeep-gladiator\)](/c/video/quadratec-center-console-storage-tray-jeep-wrangler-and-jeep-gladiator)

EXPERT REVIEWS



[\(/c/howto/uniden-bearcat-wireless-microphone-helps-make-trail-experiences-better-safer\)](/c/howto/uniden-bearcat-wireless-microphone-helps-make-trail-experiences-better-safer)

[Installing TJ Wrangler Fishbone Fenders and Sliders](/c/reference/installing-tj-wrangler-fishbone-fenders-and-sliders)
[\(/c/reference/installing-tj-wrangler-fishbone-fenders-and-sliders\)](/c/reference/installing-tj-wrangler-fishbone-fenders-and-sliders)

[How To Upgrade Your Factory JK Hood Latches To Mopar's JL Version](/c/howto/how-upgrade-your-factory-jk-hood-latches-mopar-jl-hood-hold-downs)
[\(/c/howto/how-upgrade-your-factory-jk-hood-latches-mopar-jl-hood-hold-downs\)](/c/howto/how-upgrade-your-factory-jk-hood-latches-mopar-jl-hood-hold-downs)

[How To Properly Jumpstart Your Jeep](/c/howto/how-properly-jumpstart-your-jeep)
[\(/c/howto/how-properly-jumpstart-your-jeep\)](/c/howto/how-properly-jumpstart-your-jeep)

[How to Clean and Restore Scratched Soft Top Windows for Jeep Wrangler](/c/video/how-clean-and-restore-scratched-soft-top-windows-jeep-wrangler)
[\(/c/video/how-clean-and-restore-scratched-soft-top-windows-jeep-wrangler\)](/c/video/how-clean-and-restore-scratched-soft-top-windows-jeep-wrangler)

[Oracle Oculus 9 Inch BI-LED Headlights Install and Review for Jeep Wrangler JL & Jeep Gladiator JT](/c/video/oracle-oculus-9-inch-bi-led-headlights-install-and-review-jeep-wrangler-jl-jeep-gladiator-jt)
[\(/c/video/oracle-oculus-9-inch-bi-led-headlights-install-and-review-jeep-wrangler-jl-jeep-gladiator-jt\)](/c/video/oracle-oculus-9-inch-bi-led-headlights-install-and-review-jeep-wrangler-jl-jeep-gladiator-jt)

[Quadratec Center Console Storage Tray for Jeep Wrangler and Jeep Gladiator](/c/video/quadratec-center-console-storage-tray-jeep-wrangler-and-jeep-gladiator)
[\(/c/video/quadratec-center-console-storage-tray-jeep-wrangler-and-jeep-gladiator\)](/c/video/quadratec-center-console-storage-tray-jeep-wrangler-and-jeep-gladiator)

[Uniden Bearcat Wireless Microphone Helps Make Trail Experiences Better, Safer](/c/howto/uniden-bearcat-wireless-microphone-helps-make-trail-experiences-better-safer)
[\(/c/howto/uniden-bearcat-wireless-microphone-helps-make-trail-experiences-better-safer\)](/c/howto/uniden-bearcat-wireless-microphone-helps-make-trail-experiences-better-safer)



[BFGoodrich KO2 Tires - 10,000 Miles Of Off-Road Strong](#)
[\(/c/review/10000-miles-road-strong\)](#)

[\(/c/review/10000-miles-road-strong\)](#)



[Cutting the Cord with Warn's Wireless Remote Control System](#)
[\(/c/review/cutting-cord-warns-wireless-remote-control-system\)](#)

[\(/c/review/cutting-cord-warns-wireless-remote-control-system\)](#)

JEEP BUILD-UPS



[\(/c/build-up/copperhead-2002-jeep-wrangler-tj\)](#)
[Project Copperhead - 2002 Jeep Wrangler TJ 4.0L](#)
[\(/c/build-up/copperhead-2002-jeep-wrangler-tj\)](#)



[\(/c/build-up/project-redrum-2000-jeep-cherokee-xj\)](#)
[RedRum - 2000 Jeep Cherokee XJ](#) [\(/c/build-up/project-redrum-2000-jeep-cherokee-xj\)](#)



[\(/c/build-up/x-factor-2003-jeep-wrangler-tj-x\)](#)
[X Factor - 2003 Jeep Wrangler TJ X](#) [\(/c/build-up/x-factor-2003-jeep-wrangler-tj-x\)](#)



[\(/c/build-up/project-grey-wolf-2014-wrangler-jku\)](#)
[Project Grey Wolf - 2014 Wrangler JKU](#) [\(/c/build-up/project-grey-wolf-2014-wrangler-jku\)](#)

Shopping Tools

Stay Connected

Follow Quadratec



[https://www.youtube.com/subscription_center?
 add_user=quadratec](https://www.youtube.com/subscription_center?add_user=quadratec)

©1995-2020, Quadratec, Inc. All rights reserved.

Jeep®, Wrangler, Rubicon, Renegade, CJ, Quadra-Trac and the Jeep grille design are registered trademarks of FCA (Fiat Chrysler Automobiles). Quadratec, Inc. has no affiliation with FCA. Throughout this website and catalog the terms Jeep®, Wrangler, MOPAR®, & Rubicon are used for identification purposes only.

Jeep Wrangler drivers report 'death wobble' on highways

Eric D. Lawrence, Detroit Free Press Published 6:00 a.m. ET Nov. 19, 2018 | Updated 1:44 p.m. ET Nov. 19, 2018



(Photo: FCA US)

Rich Person was satisfying a long-held desire in May when he bought a Jeep Wrangler Unlimited Sport with a 3.6-liter V6 engine.

In a picture taken by his salesman, Person is seen standing beside his new ride at a dealership in Massachusetts, grinning widely and flashing two thumbs up.

"I have wanted one forever and just never pulled the trigger. My wife has always wanted a convertible. This year was our 20th anniversary, and with the oldest going to college next year we figured it was now or a long time from now," Person wrote in an email to the Free Press.

But Person, a married father of four, became troubled by something about his dream SUV, a problem that kept him off the road for a month recently.

It's an issue that Jeepophiles call the "death wobble," and it's something that has prompted quite a bit of online diagnosis. The National Highway Traffic Safety Administration has started looking into some recent complaints about the issue.

More: [FCA leaks name of new Jeep pickup — and it's not what we expected](https://www.freep.com/story/money/cars/chrysler/2018/11/15/jeep-pickup-gladiator-scrambler/2011589002/) ([/story/money/cars/chrysler/2018/11/15/jeep-pickup-gladiator-scrambler/2011589002/](https://www.freep.com/story/money/cars/chrysler/2018/11/15/jeep-pickup-gladiator-scrambler/2011589002/))

Death wobble is a term that sounds dramatic, but it is not known to have led to any deaths. A spokesman for Fiat Chrysler Automobiles, which owns the Jeep brand, references the term "steering system vibration" when answering queries about it.

The issue arises after a vehicle hits a bump at highway speeds and then the steering wheel begins to shake, sometimes "violently." [Online videos](https://www.youtube.com/watch?v=D2U47-la4Ms#action=share) (<https://www.youtube.com/watch?v=D2U47-la4Ms#action=share>) claiming to demonstrate the issue show the wheels of some older or modified Jeeps moving back and forth rapidly after driving over a board or similar obstruction.

The phenomenon prompted concern from lawmakers in years past, but it has begun popping up again recently in a number of consumer complaints on the NHTSA website about the redesigned 2018 Jeep Wrangler JL.

Violent shaking

A sort of typical description — unverified as such complaints to NHTSA are — came from a driver in Farmington Hills at the end of October who said he experienced the wobble on I-696 during heavy rush hour traffic:

"Vehicles tires begin to shake violently at speeds in the 70-75 mph range on the highway. Condition occurs after hitting a small bump on the highway. The condition becomes so violent, I have to slow the vehicle from 70+ mph to about 40 mph to stop the shaking. ..."

A Fiat Chrysler Automobiles spokesman said the issue is not a safety problem and can happen with any vehicle that has a solid front axle (rather than an independent front suspension), such as the Wrangler. Solid front axle vehicles are usually considered more capable in extreme off-road conditions, which is one of the Wrangler's big selling points.

"Steering system vibration is not a widespread condition, nor is it a safety issue," according to an email from Mike Palese, a company spokesman.

On Friday, eight complaints on the NHTSA website listed the words "death wobble" with 2018 Jeep Wrangler, but a search of "steering" and 2018 Jeep Wrangler generated more than 200 complaints. The vast majority describe issues such as overly stiff or drifting steering, but some also describe a violent shaking after hitting a bump or shift in pavement type at highway speeds, just like the death wobble. A number of those who have filed complaints said the shaking stopped only after the vehicle slowed down.

The issue appears primarily focused on Jeep Wranglers, but a few complaints about the wobble name the 2018 Ford F-250 as well. In response to a request last Monday for comment, a Ford spokeswoman said she would look into the issue but did not provide a comment.

Federal examination

NHTSA said it is aware of the issue, citing 11 complaints in the last month, and is checking into it. The agency did not say whether vehicles that experience such steering system vibrations are safe. If the number of new complaints does not grow significantly, it would represent a fraction of the Wranglers on the road, with FCA reporting 204,269 Wranglers sold this year through October.

Palese said it is FCA's understanding that "NHTSA has looked at this over the years and determined it was not a safety issue." He indicated there is no connection between the vibration complaints and a [recall of 18,000 2018 and 2019 Wrangler JEs \(/story/money/cars/chrysler/2018/10/16/recall-notice-says-jeep-wrangler-weld-issue-could-lead-crash/1650832002/\)](https://www.reuters.com/article/autosafety/chrysler-recall-jeep-wrangler-weld-issues-could-lead-crash/1650832002/) for problem welds.

Reports of the wobble in 2012 prompted letters from U.S. Rep. Anna Eshoo and then-U.S. Rep. Henry Waxman, both California Democrats, to the late FCA CEO Sergio Marchionne as well as NHTSA officials raising concerns about the issue.

In March of that year, San Francisco's KGO-TV (Channel 7) [posted a story \(https://abc7news.com/archive/8586987/\)](https://abc7news.com/archive/8586987/) saying it had found more than 600 complaints to NHTSA about Jeeps wobbling or vibrating since 1995, listing no deaths but five injuries.

NHTSA sent a letter to Eshoo in April of that year, describing the issue as a front suspension shimmy. The agency, according to a copy of the letter posted at the [Center for Auto Safety \(https://www.autosafety.org/jeep-wrangler-death-wobble/\)](https://www.autosafety.org/jeep-wrangler-death-wobble/) website, said it found 402 relevant complaints out of the 542,134 2005-10 Wranglers and two possibly relevant crashes, "one of which alleged nonfatal injuries."

"... The complaint narratives indicate that, while the condition is disconcerting to drivers, it does not result in loss of control such as the vehicle moving out of its travel lane," the agency said.

The agency said a similar issue had been investigated in 2005-07 Ford F-250 and F-350 Super Duty trucks, but it had found "no basis for a safety recall."

The current batch of complaints does not list any deaths or injuries.

The email from FCA said that "any manufacturer vehicle equipped with a solid axle can experience steering system vibration and, if experienced, it is routinely corrected."

Most incidents are linked to vehicle modifications, such as poorly installed lift kits or oversized tires, damaged or worn steering system components or incorrect tire pressure or wheel balance, according to the email.

But in checking the complaints, many describe recently purchased vehicles with no modifications.

Person, 44, called his Wrangler an "overall pretty stock Sport model with some basic comfort and convenience options," which he purchased this year at Colonial Dodge Chrysler Jeep in Hudson, Massachusetts, for just under \$38,000.

The first time he experienced the issue was at the end of September, driving south on I-495 near Hopkinton, Massachusetts. He was taking one of his children to a basketball tournament.

"I hit a bump that should have been nothing and all of a sudden I thought I had a flat tire or something else bad because the whole car and steering wheel starting shaking. I slowed down and was getting ready to pull over and then it went away when I slowed down enough (probably around 50 mph)," he said.

"It was concerning, but right that second I just brushed it off," Person said. "Same thing happened once or twice more that weekend on the highway and then once again Monday or Tuesday on the way to work so I called for an appointment to get it checked."

Read more:

[Fiat Chrysler should change its name, investor says \(/story/money/cars/chrysler/2018/11/09/rename-fiat-chrysler-jeep-ram/1930217002/\)](https://www.reuters.com/article/autosafety/chrysler-recall-jeep-wrangler-weld-issues-could-lead-crash/1650832002/)

Ex-UAW leader who aided prosecution gets 2 months in training center scandal (/story/money/cars/chrysler/2018/11/13/videll-king-uaw-fca-scandal/1981077002/)

Person has since gotten his Wrangler back from the dealership following repairs after being told the steering stabilizer was "shot and had no pressure." Person said he was told by the dealership that it was a safety issue, and he should not be driving the vehicle.

A call from the Free Press to a manager at the dealership was not returned.

Person, who is an electrical engineer by training but now designs and tests baseball protective equipment, is skeptical of the company's explanations about the issue. He said he drove a past generation Wrangler as a rental while his Wrangler was being repaired and another this summer for a week without the issue.

He said he is "not buying that it's 'not a safety issue.' "

"Having to rapidly slow down in the center lane of a highway while going 70 mph definitely is unsafe and the amount of vibration happening from this is just bound to break something eventually," Person said. "I don't want a steering or suspension component snapping at 70 mph."

Contact Eric D. Lawrence: elawrence@freepress.com. Follow him on Twitter: [@_ericdlawrence](https://twitter.com/_ericdlawrence).

Read or Share this story: <https://www.freep.com/story/money/cars/chrysler/2018/11/19/jeep-wrangler-death-wobble-nhtsa/2028633002/>

EXHIBIT F



Revision 6 November 2019

Dealer Service Instructions for:

Customer Satisfaction Notification V41

Steering Damper

NOTE: NEW information in step 12

Remedy Available

2018 - 2019 (JL) Jeep® Wrangler vehicles

NOTE: Some vehicles above may have been identified as not involved in this campaign and therefore have been excluded from this campaign.

IMPORTANT: Some of the involved vehicles may be in dealer new vehicle inventory. Dealers should also consider this requirement to apply to used vehicle inventory and should perform this campaign on vehicles in for service. Involved vehicles can be determined by using the VIP inquiry process.

Subject

The front suspension steering damper on about 192,000 of the above vehicles may not effectively damp oscillation of the steering system, resulting in a sustained shake or shimmy in the steering wheel. This can be more noticeable when driving at speeds exceeding 55 Miles Per Hour (MPH) 88 Kilometers Per hour (KPH) after contacting a bumpy road surface and in temperatures below 40° Fahrenheit (5° Celsius).

Repair

Replace the front suspension steering damper on all of the above involved vehicles.

Parts Information

Parts will be manually allocated to dealers based on VIN assignment. This process will continue to during the next several months.

<u>Part Number</u>	<u>Description</u>
CCUKV411AA	<u>Left Hand Drive (LHD) Part Package</u>

Each package contains the following components:

<u>Quantity</u>	<u>Description</u>
1	Steering Damper, Left Hand Drive

<u>Part Number</u>	<u>Description</u>
CCUKV412AA	<u>Right Hand Drive (RHD) Part Package</u>

Each package contains the following components:

<u>Quantity</u>	<u>Description</u>
1	Steering Damper, Right Hand Drive

<u>Part Number</u>	<u>Description</u>
CCUKV413AA	<u>Fastener Part Package (LHD and RHD)</u>

Each package contains the following components:

<u>Quantity</u>	<u>Description</u>
1	Bolt, Axle Mount Steering Damper
1	Nut and Washer, Axle Mount Steering Damper
1	Bolt, Bracket Steering Damper
1	Nut, Bracket Steering Damper

Parts Return

No parts return required for this campaign.

Special Tools

No special tools are required to perform this service procedure.

Service Procedure

1. Place the front wheels in a straight ahead position.
2. Raise and support the vehicle.
3. Remove the steering damper nut and bolt from the tie rod bracket (Figure 1).

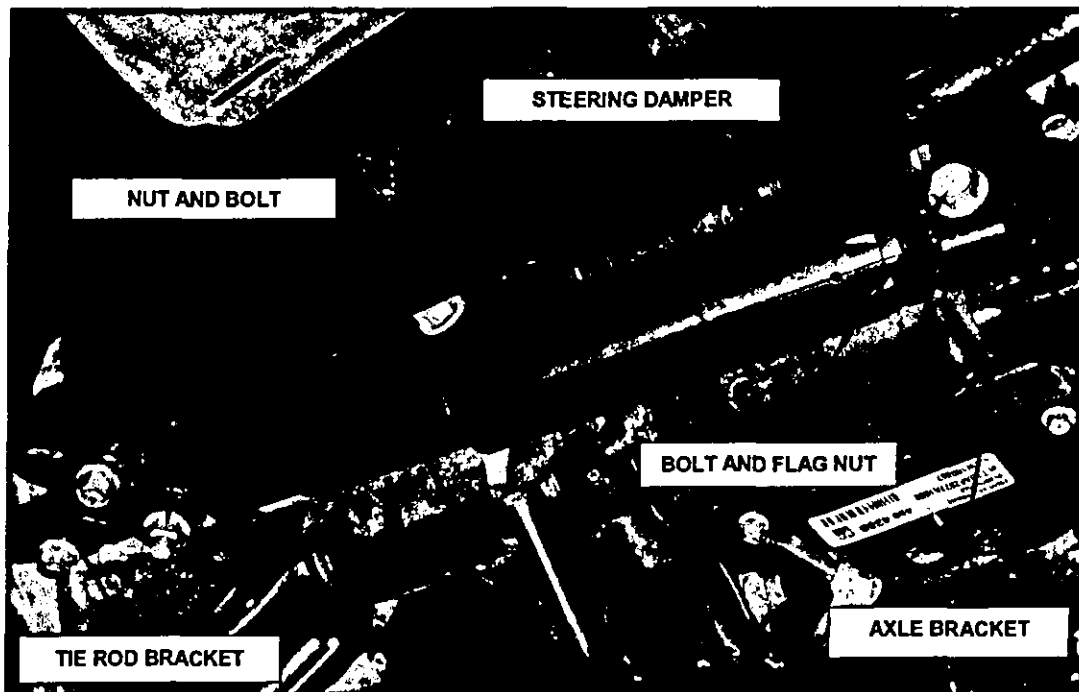


Figure 1 – Steering Damper

4. Remove the steering damper bolt and flag nut from the axle bracket.
- NOTE: The damper flag nuts and bolts must be replaced.**
5. Remove the steering damper from the vehicle and discard.

Service Procedure [Continued]

6. Align the NEW steering damper to the mounting bolt holes on the axle bracket and the tie rod bracket.

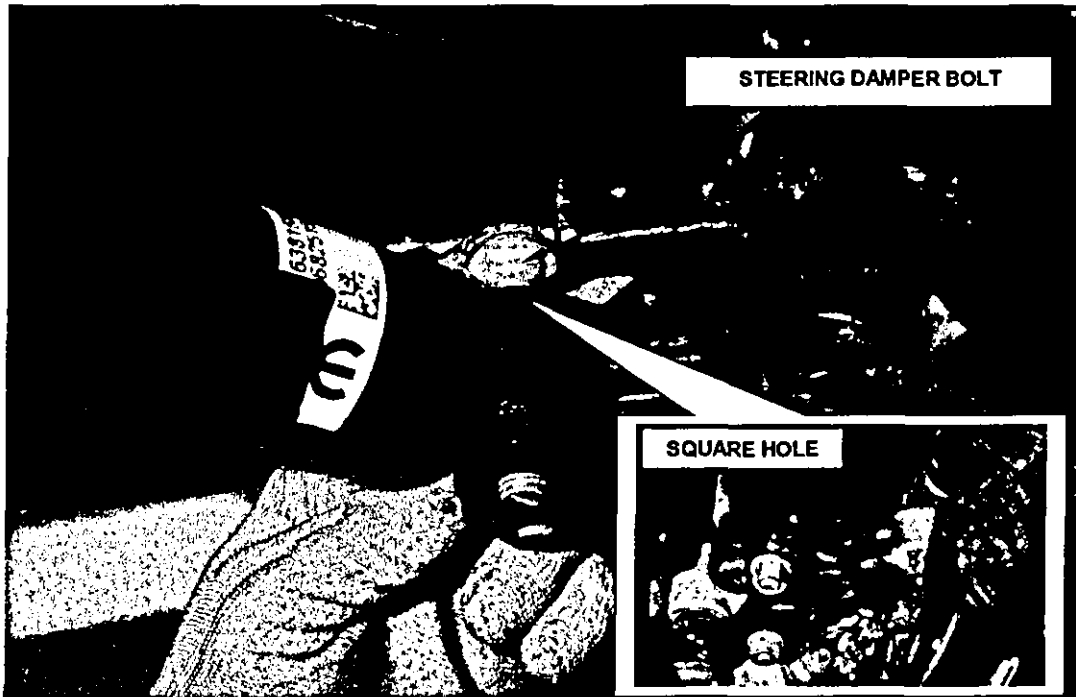
NOTE: Location of side Intake Bulge on the base cup must be positioned in the downward position and the arrow on the damper label must point to the front of the vehicle (Figure 2).



Figure 2 – Intake Bulge Location

7. Install the NEW steering damper bolt through the axle bracket and start it a few threads into the NEW flag nut (Figure 1).
8. Install the NEW steering damper bolt through the tie rod bracket and start it a few threads into the NEW nut (Figure 3).

NOTE: Steering Damper Bolt has a square guide that must align with the tie rod bracket square hole and be fully seated (Figure 3).

Service Procedure [Continued]**Figure 3 – Tie Rod Bracket**

9. Tighten the **NEW** steering damper bolt on the axle bracket to 80 N·m (59 ft. lbs.) (Figure 1).
10. Tighten the **NEW** steering damper nut on the tie rod bracket to 80 N·m (59 ft. lbs.) (Figure 3).
11. After the steering damper is assembled in the correct orientation (base cup bulge at 6 o'clock location) lower the vehicle on the ground (Figure 2).
12. With the vehicle on the ground, it is required to turn the steering wheel for five **continuous full** lock to lock turns ("Full Left – Full Right – Center" OR "Full Right – Full Left – Center" counted as 1) at a **minimum speed of 1 rotation/sec without any stops** to prime the steering damper and purge out the air.

NOTE: It is important to prime the new damper by rotating the steering wheel Five **continuous** full lock to lock turns **as fast as possible without any stops** to purge any trapped air out.

13. Return the vehicle to the customer.

Completion Reporting and Reimbursement

Claims for vehicles that have been serviced must be submitted on the DealerCONNECT Claim Entry Screen located on the Service tab. Claims paid will be used by FCA to record Customer Satisfaction Notification service completions and provide dealer payments.

Use the following labor operation number and time allowance:

	Labor Operation Number	Time Allowance
Replace Steering Damper	02-V4-11-82	0.3 hours

NOTE: See the Warranty Administration Manual, Recall Claim Processing Section, for complete claim processing instructions.

Dealer Notification

To view this notification on DealerCONNECT, select “Global Recall System” on the Service tab, then click on the description of this notification.

Owner Notification and Service Scheduling

All involved vehicle owners known to FCA are being notified of the service requirement by mail. They are requested to schedule appointments for this service with their dealers. A generic copy of the owner letter is attached.

Vehicle Lists, Global Recall System, VIP and Dealer Follow Up

All involved vehicles have been entered into the DealerCONNECT Global Recall System (GRS) and Vehicle Information Plus (VIP) for dealer inquiry as needed.

GRS provides involved dealers with an updated VIN list of their incomplete vehicles. The owner's name, address and phone number are listed if known. Completed vehicles are removed from GRS within several days of repair claim submission.

To use this system, click on the “Service” tab and then click on “Global Recall System.” Your dealer's VIN list for each recall displayed can be sorted by: those vehicles that were unsold at campaign launch, those with a phone number, city, zip code, or VIN sequence.

Dealers should perform this repair on all unsold vehicles before retail delivery. Dealers should also use the VIN list to follow up with all owners to schedule appointments for this repair.

VIN lists may contain confidential, restricted owner name and address information that was obtained from the Department of Motor Vehicles of various states. Use of this information is permitted for this notification only and is strictly prohibited from all other use.

Additional Information

If you have any questions or need assistance in completing this action, please contact your Service and Parts District Manager.

Customer Service / Field Operations
FCA US LLC

This notice applies to your vehicle.

[Model Year and Model]

VIN XXXXXXXXXXXXXXXXX

V41

LOGO

VEHICLE PICTURE

YOUR SCHEDULING OPTIONS

1. RECOMMENDED OPTION

Call your authorized Chrysler / Dodge / Jeep® / RAM Dealership.

2. Call the FCA Recall Assistance

Center at 1-800-853-1403. An agent can confirm part availability and help schedule an appointment.

3. Visit recalls.mopar.com, scan the QR code below, or download the Mopar Owner's Companion App.

QR Code

Get access to recall notifications, locate your nearest dealer, and more through this website or Mopar Owner's Companion App. You will be asked to provide your Vehicle Identification Number (VIN) to protect and verify your identity.

DEALERSHIP INSTRUCTIONS

Please reference CSN V41.

CUSTOMER SATISFACTION NOTIFICATION

Steering Damper

Dear [Name],

At FCA US LLC, we recognize that the success of our business depends on the satisfaction of our customers. We are constantly monitoring the quality of our products and looking for opportunities to improve our vehicles even after they are sold. Because your long-term satisfaction is important to us, we are contacting you on important improvements we would like to make to your vehicle ^[1]. This will be done at no charge to you.

We are recommending the following improvements be performed on certain [2018 - 2019 Model Year Jeep® Wrangler] vehicles.

WHY DOES MY VEHICLE NEED REPAIRS?

The front suspension steering damper on your vehicle may not effectively damp oscillation of the steering system, resulting in a sustained shake or shimmy in the steering wheel. This can be more noticeable when driving at speeds exceeding 55 Miles Per Hour (MPH) 88 Kilometers Per hour (KPH) after contacting a bumpy road surface and in temperatures below 40° Fahrenheit (5° Celsius).

HOW DO I RESOLVE THIS CUSTOMER SATISFACTION NOTIFICATION

FCA will repair your vehicle free of charge (parts and labor). To do this, your dealer will replace the steering damper. The estimated repair time is half an hour. In addition, your dealer will require your vehicle for proper check-in, preparation, and check-out during your visit, which requires more time. Your time is important to us, so we recommend that you schedule a service appointment to minimize your inconvenience. Please bring this letter with you to your dealership.

**TO SCHEDULE YOUR FREE REPAIR,
CALL YOUR CHRYSLER, DODGE, JEEP OR RAM DEALER TODAY**

WHAT IF I ALREADY PAID TO HAVE THIS REPAIR COMPLETED?

If you have already experienced this specific condition and have paid to have it repaired, you may visit www.fcarecallreimbursement.com to submit your reimbursement request online. ^[2] Once we receive and verify the required documents, reimbursement will be sent to you within 60 days. If you have had previous repairs performed and/or already received reimbursement, you may still need to have the repair performed.

We apologize for any inconvenience, but are sincerely concerned about your satisfaction. Thank you for your attention to this important matter.

Customer Assistance/Field Operations
FCA US LLC



**Mr. Mrs. Customer
1234 Main Street
Hometown, MI 48371**

[1] If you no longer own this vehicle, please help us update our records. Call the FCA Recall Assistance Center at 1-800-853-1403 to update your information.

[2] You can also mail in your original receipts and proof of payment to the following address for reimbursement consideration: FCA Customer Assistance, P.O. Box 21-8004, Auburn Hills, MI 48321-8007, Attention: Recall Reimbursement.

Toll Free Nationwide
1-888-565-3666
www.CarLemon.COM



Weisberg
Consumer Law Group, P.A.

Corporate Office:
5846 S. Flamingo Road, #290
Cooper City, FL 33330
954-212-2184 | 866-577-0963 Facsimile

The Law Office of Ira Richardson, PLLC*
irichardson@AFCLaw.com

Thompson Consumer Law Group, PLLC

230 W. Pike Street, #228
Clarksburg, WV 26301

5235 E. Southern Ave. D106-618
Mesa, AZ 85206

February 11, 2021

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

RECEIVED

Re: [REDACTED] v. FCA US, LLC
Our Client: [REDACTED]
Vehicle: 2018 Jeep Wrangler
VIN: 1C4HIXFG0 [REDACTED]
Our File Number: [REDACTED]

MAR - 3 2021

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

Dear Sir/Madam:

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

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

Enclosed please find the sales and repair records in our client's possession. As these records show, our client paid an extraordinary sum of money for a vehicle riddled with numerous non-conformities that cause a substantial impairment of the use, value and/or safety of the vehicle. The primary non-conformities include but are not limited to:

1. Defective steering/suspension system;
2. Defective emergency brake;

*Co-Counsel with Thompson Consumer Law Group, PLLC and Weisberg Consumer Law Group, P.A.

** Licensed in West Virginia, Pennsylvania, and Ohio

3. Defective radio;
4. Defective rear windshield washer;
5. Defective center console light;
6. Defective transmission;
7. Defective engine;
8. Defective brakes; and
9. Any additional complaints actually made, whether contained on your company's invoices or otherwise.

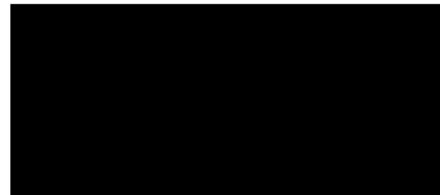
These non-conformities constitute violations of both Federal and State law, as do the inordinate amount of unsuccessful repair attempts to cure the same. Specifically, when you chose to bind our client to a written warranty limiting all remedies to repair or replacement of defective parts, you undertook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

To avoid the need for litigation, we respectfully demand that you take this vehicle back, return all funds paid towards the vehicle, cancel all applicable contracts, and provide compensation for the damages sustained to date, including our client's attorneys' fees pursuant to the fee-shifting provisions of the Magnuson-Moss Warranty Act and/or Lemon Law. In exchange for meeting this demand, our client will waive all loss of use and aggravation and inconvenience damages sustained to date.

This letter also constitutes notice under U.C.C. § 2-711(3) of our client's security interest in the vehicle for return of the total amount above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client has the right to hold the vehicle and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. In addition, although our client requires return of the monies identified above before substitute goods can be acquired, our client reserves the right to mitigate all parties' damages by cover and reserves the right to claim such damages here. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies. If the seller (or, if applicable the assignee, or any creditor subject to the FTC Holder Rule) has filed a financing statement covering the goods, I demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since our client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under

U.C.C. § 9-404(1) for any loss caused our client by your failure. Please also consider this letter prior direct written notification of the defects within our client's vehicle and of our client's intent to pursue a claim pursuant to the State Lemon Law.

In conclusion, we urge you to realize that a quick resolution of this matter will save all parties a great deal of time, money and effort. To this end, although we believe the above demands are reasonable, our client remains open-minded to a diminution in value settlement, or any other suggestions for an equitable resolution you may have. I thus encourage you to contact this office at your earliest convenience with an offer for resolution. Should you fail to do so in a timely manner, we will assume you do not seek amicable resolution and will file a claim in a court of law seeking all actual and exemplary damages available.



Ira A. Richardson**
Attorney at Law

IR/js
Enc.

PARKWAY AUTO GROUP

HONDA LINCOLN NISSAN SUZUKI

FORD CHRYSLER DODGE JEEP RAM

311 Commercial Parkway

Dover, OH 44622

(330) 343-6681

Fax: (330) 364-4026



STICK WITH THE SPECIALISTS



R/O Open Date	12/07/20	Status	
R/O Close Date	1/29/21	Reprint	
Mileage In	41870	Mileage Out	41870
Service Advisor / Tag #			
MATT PRICE			
Vehicle Identification Number			
1C4HJXFG0			
Delivery Date	11/10/18	In-Service Date	11/10/18
Color	PUNK'N MET	License Number	

Work Phone

MINERAL CITY, OH

Year	Make	Model	Body
2018	JEEP	WRANGLER UNLI	RUBICON 4X4

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: [REDACTED]	
#1 - MR CHECK: CHECK check and advise front suspension left front tire has excessive tread wear please advise Tech: JIM W(JW) Ordered 6BY81TX7AC :BEZEL: LED check over, has same tires on it and was just aligned Qty: 1	Warranty Warranty
#2 - MR CHECK: CHECK customer states that the glove box light doesn't work Tech: JIM W(JW) checked out, wrangler not equipped with a glove box light, checked vin and options and wiring diagram.	Internal
#3 - MR CHECK: CHECK customer states that the steering is hard when it is cold below 40 degrees Tech: JIM W(JW) Tech: JIM W(JW) Installed 68507569AA :GEAR: POWER STEERING Installed 6506950AA :SCREW: HEX FLANGE HEAD Installed 6513396AA :BOLT: NONE Installed 68088485AB :FLUID: POWER STEERING Installed 6502328 :RETAINER: PUSH test drove and worked ok at 33 degrees. checked Qty: 1 Qty: 1 Qty: 4 Qty: 2 Qty: 5	Warranty Warranty Warranty Warranty Warranty Warranty

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

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

SERVICE DEPARTMENT HOURS

8:00 a.m. to 5:00 p.m. Mon - Fri

9:00 a.m. to 12:00 p.m. Sat

X

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

PARKWAY AUTO GROUP

HONDA LINCOLN NISSAN SUZUKI

FORD CHRYSLER DODGE JEEP RAM

311 Commercial Parkway

Dover, OH 44622

(330) 343-6681

Fax: (330) 364-4026



STICK WITH THE SPECIALISTS



R/O Open Date	12/07/20	Status
R/O Close Date	1/29/21	Reprint
Mileage In	41870	Mileage Out
	41870	
Service Advisor / Tag #		
MATT PRICE		
Vehicle Identification Number		
1C4HJXFG0		
Delivery Date	11/10/18	In-Service Date
		11/10/18
Color	PUNK'N MET	License Number

Year	Make	Model	Body
2018	JEEP	WRANGLER UNLI	RUBICON 4X4

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
tsbs, there is a tsb for flash and build config but gateway module is down, customer has something plugged into datalink for tire programmer. Don't want to do any programming with this setup. Replaced steering gear per tsb 08-074-20. scanned and plugged in gateway module to communicate, perform build configuration per tsb. road test.	
#4 - MR CHECK: CHECK customer states that there is a clunk in the front when the 4x4 is engaged and turning left road test in 4x4 in grass and dirt, not on pavement and sounded ok	
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."	
DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.	
SERVICE DEPARTMENT HOURS 8:00 a.m. to 5:00 p.m. Mon - Fri 9:00 a.m. to 12:00 p.m. Sat	
LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

X

PARKWAY AUTO GROUP

HONDA LINCOLN NISSAN SUZUKI
FORD CHRYSLER DODGE JEEP RAM

311 Commercial Parkway

Dover, OH 44622

(330) 343-6681

Fax: (330) 364-4026



STICK WITH THE SPECIALISTS



R/O Open Date	10/28/20	Status
R/O Close Date	11/06/20	Reprint
Mileage In	35956	Mileage Out
	35956	
Service Advisor / Tag #	Q	
Vehicle Identification Number	1C4HJXFG0J	
Delivery Date	11/10/18	In-Service Date
	11/10/18	
Color	PUNK'N MET	License Number

Year	Make	Model	Body
2018	JEEP	WRANGLER UNLI	RUBICON 4X4

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cel [REDACTED] #1 - MR WARRANTY: TO WARRANTY customer states the front springs and especially the right front make contact with the shock. please advise. noise is still present after replacing the lower isolator per tsb 02-006-18 Caused by checked suspension. front springs rubbed paint off of coils. found the isolator nibs not in Tech: JIM W(JW) Installed 68414067AA :SPRING: FRONT COIL Qty: 1 Installed 68414065AA :SPRING: FRONT COIL Qty: 1 Installed 68253406AC :ISOLATOR: SPRING Qty: 2 ordered lower updated isolator. ordered new springs and dropped front axle assembly to replaced parts. clearance is ok now. road test	Warranty Warranty Warranty Warranty
#2 - MR WARRANTY: TO WARRANTY Customer and tech state they are still hearing noise from the front suspension and steering area. There is still steering oscillation also. Caused by Also the steering is stiff at times. checked alignment. reset front toe and set steering wheel to center. the left camber is slightly low. service info lists no adjustment. specialty products lists some ball joint sleeves for camber adjustments.	

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

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

SERVICE DEPARTMENT HOURS

8:00 a.m. to 5:00 p.m. Mon - Fri

9:00 a.m. to 12:00 p.m. Sat

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

X

PARKWAY AUTO GROUP

HONDA LINCOLN NISSAN SUZUKI

FORD CHRYSLER DODGE JEEP RAM

311 Commercial Parkway

Dover, OH 44622

(330) 343-6681

Fax: (330) 364-4026



STICK WITH THE SPECIALISTS



R/O Open Date	
10/28/20	
R/O Close Date	Status
11/06/20	Reprint
Mileage In	Mileage Out
35956	35956
Service Advisor / Tag #	
Q	
Vehicle Identification Number	
1C4HJXFG0J	
Delivery Date	Invoice Date
11/10/18	11/10/18
Color	License Number
PUNK'N MET	

Year	Make	Model	Body
2018	JEEP	WRANGLER UNLI	RUBICON 4X4

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Tech: JIM W(JW)	Warranty
Installed 68258762AE :TIE ROD: TIE ROD	Warranty
Installed 68258760AE :SOCKET: DRAG LINK OUTER	Warranty
Installed 68309365AD :TIE ROD: TIE ROD	Warranty
Installed 68251580AE :DAMPER: STEERING	Warranty
Had to separate upper and lower joints to remove and install. also thrust angle is at edge of spec. also replaced drag link outer socket and steering damper. test drove and verified the noise is gone.	

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

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

SERVICE DEPARTMENT HOURS

8:00 a.m. to 5:00 p.m. Mon - Fri

9:00 a.m. to 12:00 p.m. Sat

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

X

PARKWAY AUTO GROUP

HONDA LINCOLN NISSAN SUZUKI

FORD CHRYSLER DODGE JEEP RAM

311 Commercial Parkway

Dover, OH 44622

(330) 343-6681

Fax: (330) 364-4026



STICK WITH THE SPECIALISTS



R/O Open Date	9/21/20	Status
R/O Close Date	10/28/20	Reprint
Mileage In	35952	Mileage Out
	35958	
Service Advisor / Tag #		
Q		
Vehicle Identification Number		
1C4HJXFG0J		
Delivery Date	11/10/18	In-Service Date
		11/10/18
Color	PUNK'N MET	
License Number		

Year	Make	Model	Body
2018	JEEP	WRANGLER UNLI	RUBICON 4X4

			AMOUNT
#1 -	MR CHECK: CHECK CUSTOMER STATES: E-BRAKE WILL NOT HOLD VEHICLE & DOES NOT LIGHT ON DASH WHEN PULLING ON LEVER -- PLEASE CHECK/FIX/?ADVISE AS NEEDED. Caused by Not a warrantable issue Tech: JIM W(JW) check parking brake switch and wiring, removed console and cleaned sticky mountain dew off of switch contacts and works ok, adjusted park brake cables tighter.		Warranty
#2 -	MR CHECK: CHECK CUSTOMER STATES: HEARING NOISE FROM FRONT SUSPENSION & STILL HAS STEERING OSCILLATION -- PLEASE CHECK/FIX/?ADVISE AS NEEDED.check front springs Tech: JIM W(JW) Installed 68427380AA :ISOLATOR: SPRING checked suspension. front springs are rubbing paint off of coils. checked spring installation per tsb 02-006-18. replaced lower isolator per tsb.	Qty: 1	Warranty Warranty
#3 -	MR ALIGN: ALIGN FRONT END Tech: JIM W(JW) check total alignmnet, reset front toe and set		Warranty

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

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

SERVICE DEPARTMENT HOURS

8:00 a.m. to 5:00 p.m. Mon - Fri

9:00 a.m. to 12:00 p.m. Sat

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

X

PARKWAY AUTO GROUP

HONDA LINCOLN NISSAN SUZUKI
FORD CHRYSLER DODGE JEEP RAM

311 Commercial Parkway

Dover, OH 44622

(330) 343-6681

Fax: (330) 364-4026



LINCOLN



JEEP



STICK WITH THE SPECIALISTS



Quick Lane

R/O Open Date	9/21/20	Status
R/O Close Date	10/28/20	Reprint
Mileage In	35952	Mileage Out
	35958	
Service Advisor / Tag #		
Q		
Vehicle Identification Number		
1C4HJXFG0J		
Delivery Date	11/10/18	In-Service Date
		11/10/18
Color	PUNK'N MET	License Number

Year	Make	Model	Body
2018	JEEP	WRANGLER UNLI	RUBICON 4X4

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
steering wheel to center, left camber slightly low, service info lists no adjustment. Specialty products lists some ball joint sleeves for camber adjustment, have to separate upper and lower joints to remove and install. Also thrust angle is at edge of spec, printed results.	Warranty
#4 - MR CHECK: CHECK customer states that the transmission sometimes doesn't down shift passed third gear shifter and warning lights come on and flash Tech: JIM W(JW) scanned, no codes, check no tsbs, there is a flash available , not for this concern. Also gateway module has been disconnected.. road test, worked ok	
#5 - MR CHECK: CHECK customer states that the vh blew out bluish smoke while climbing a hill please check and advise road tested out ok.	
#6 - MR CHECK: CHECK customer state that the steering is stiff when turning to the left when first driven check out, road test and did not verify.	
#7 - MR CHECK: CHECK customer states that the engine is using a quart	

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

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

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

SERVICE DEPARTMENT HOURS

8:00 a.m. to 5:00 p.m. Mon - Fri

9:00 a.m. to 12:00 p.m. Sat

X

PARKWAY AUTO GROUP

HONDA LINCOLN NISSAN SUZUKI
FORD CHRYSLER DODGE JEEP RAM

311 Commercial Parkway

Dover, OH 44622

(330) 343-6681

Fax: (330) 364-4026



STICK WITH THE SPECIALISTS



R/O Open Date	9/21/20	Status	
R/O Close Date	10/28/20	Reprint	
Mileage In	35952	Mileage Out	35958
Service Advisor / Tag #			
Q			
Vehicle Identific			
1C4HJXFG0			
Delivery Date	11/10/18	In-Service Date	11/10/18
Color	PUNK'N MET	License Number	

Year	Make	Model	Body
2018	JEEP	WRANGLER UNLI	RUBICON 4X4

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
of oil every 2000 miles printed tsb 09-007-18 states that 2000 miles per qt is normal.	Warranty
#8 - MR CHECK: CHECK customer states that the radio shuts down and reboots a couple times a day please check and advise Tech: JIM W(JW) check radio, performed update to 1599 with usb drive.	
#9 - MR CHECK: CHECK customer states that the rear washer sprayer leaks and check out rear hatch connector plug is cracked check rear washer connection was unhooked, installed new oring on hose and attach. pulled broken red lock tab from connector to removable top and works ok.	
#10 - MR CHECK: CHECK Installed 6BY81TX7AC :BEZEL: LED center console inside light cover is missing please check and advise check console light cover missing, order new one and install.	Warranty
#11 - MR CHECK: CHECK	

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

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

SERVICE DEPARTMENT HOURS

8:00 a.m. to 5:00 p.m. Mon - Fri

9:00 a.m. to 12:00 p.m. Sat

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

X

PARKWAY AUTO GROUP

HONDA LINCOLN NISSAN SUZUKI

FORD CHRYSLER DODGE JEEP RAM

311 Commercial Parkway

Dover, OH 44622

(330) 343-6681

Fax: (330) 364-4026



STICK WITH THE SPECIALISTS



R/O Open Date	9/21/20	Status
R/O Close Date	10/28/20	Reprint
Mileage In	35952	Mileage Out
	35958	
Service Advisor / Tag #		
Q		
Vehicle Identification Number		
1C4HJXFG0		
Delivery Date	11/10/18	In-Service Date
		11/10/18
Color	PUNK'N MET	License Number

Year	Make	Model	body
2018	JEEP	WRANGLER UNLI	RUBICON 4X4

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
customer states that the front springs especially the right front make contact with the shock please advise Tech: JIM W(JW) check suspension, front springs rubbed paint off of coils, checked spring installation per tsb 02-006-18, upper isolator nibs not in place and order 1f lower updated isolator, order new springs and dropped front axle assy to replace parts., clearance is ok now, road test.	Warranty
#12 * MR CHECK: CHECK ADDED OPERATION customer states that the rear brakes squeal please check and advise Caused by Checked the brakes, nothing wrong with brakes. The noise and also a vibration is coming from the damper and tie rod ends. They are all loose Tech: JIM W(JW) replaced damper for leakage and replaced left and right tie rods ends to pitman arm. road tested ok for this.	Warranty
#13 * MR S102: LIGHT MAINT ADDED OPERATION customer states his key fob will not work Caused by key fob battery has discharged and will not work	

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

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

SERVICE DEPARTMENT HOURS

8:00 a.m. to 5:00 p.m. Mon - Fri

9:00 a.m. to 12:00 p.m. Sat

LABOR

PARTS

DEDUCTIBLE

SUBLET

SHOP SUPPLIES

HAZARDOUS MATERIALS

SALES TAX OR TAX I.D.

SPECIAL ORDER DEPOSIT

DISCOUNTS

TOTAL DUE

X

PARKWAY AUTO GROUP

HONDA LINCOLN NISSAN SUZUKI
FORD CHRYSLER DODGE JEEP RAM

311 Commercial Parkway
Dover, OH 44622
(330) 343-6681
Fax: (330) 364-4026

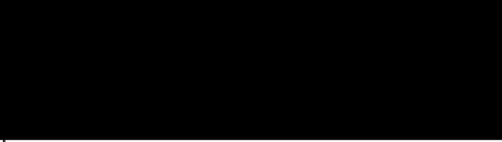


STICK WITH THE SPECIALISTS



R/O Open Date	9/21/20	Status
R/O Close Date	10/28/20	Reprint
Mileage In	35952	Mileage Out
	35958	
Service Advisor / Tag #	Q	
Vehicle Identification Number	1C4HJXFG	
Delivery Date	11/10/18	In-Service Date
	11/10/18	
Color	PUNK 'N MET	License Number

Quick Lane



Year	Make	Model	Body
2018	JEEP	WRANGLER UNLI	RUBICON 4X4

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Tech: JIM W (JW) Installed CR2450 :BATTERY replaced key fob battery. time ran on line	Warranty Warranty
Qty: 1	

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

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

SERVICE DEPARTMENT HOURS

8:00 a.m. to 5:00 p.m. Mon - Fri

9:00 a.m. to 12:00 p.m. Sat

X

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

PARKWAY AUTO GROUP

HONDA LINCOLN NISSAN SUZUKI

FORD CHRYSLER DODGE JEEP RAM

311 Commercial Parkway

Dover, OH 44622

(330) 343-6681

Fax: (330) 364-4026



LINCOLN



Jeep



STICK WITH THE SPECIALISTS



R/O Open Date	4/07/20	Status	Reprint
R/O Close Date	4/07/20	Mileage In	25845
Mileage Out	25845	Service Advisor / Tag #	MATT PRICE
Vehicle Identification Number	1C4HJXFG0	Delivery Date	11/10/18
In-Service Date	11/10/18	Color	PUNK'N MET
License Number			

Quick Lane

Year	Make	Model	Body
2018	JEEP	WRANGLER UNLI	RUBICON 4X4

AMOUNT
#1 - MR REPLACE: REPLACE PART/S replace key fob battery Tech: HOUSE (HH)
Warranty

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

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

SERVICE DEPARTMENT HOURS

8:00 a.m. to 5:00 p.m. Mon - Fri

9:00 a.m. to 12:00 p.m. Sat

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

X

PARKWAY AUTO GROUP

HONDA LINCOLN NISSAN SUZUKI
FORD CHRYSLER DODGE JEEP RAM
311 Commercial Parkway
Dover, OH 44622
(330) 343-6681
Fax: (330) 364-4026



STICK WITH THE SPECIALISTS



R/O Open Date	3/27/20	Status	
R/O Close Date	3/31/20	Reprint	
Mileage In	25844	Mileage Out	25844
Service Advisor / Tag #			
MATT PRICE			
Vehicle Identification		1C4HJXFG0	
Delivery Date	11/10/18	In-Service Date	11/10/18
Color	PUNK'N MET	License Number	

Year	Make	Model	Body
2018	JEEP	WRANGLER UNLI	RUBICON 4X4

		AMOUNT
#1 -	MR DIAGNOSE: DIAGNOSIS TIME customer states that there is a severe steering wheel oscillation please check and advise Caused by DIAG SEVERE STEERING OSCILLATION . CHECKED FRONT SUSPENSION FOR LOOSE COMPONENTS. FOUND NOTHING LOOSE. RECALL V41 FOR STEERING DAMPER REPLACEMENT FOR THIS ISSUE/ CONCERN. RECALL DONE ON LINE 4. Tech: KEVIN G(KG) Installed CCUKV411AA :DAMPER: STEERING Qty: 1 Installed CCUKV413AA :DAMPER: STEERING WHEEL Qty: 1	Warranty Warranty Warranty
#2 -	QL CHECK: CHECK rear defrost connector melted off window Caused by RECALL NOT PERFORMED YET. CUSTOMER WILL RETURN FOR RECALL TO BE DONE. Tech: KEVIN G(KG) reinstalled rear terminal on rear glass per,tsb 08-037-19.	Warranty
#3 -	QL CHECK: CHECK Sub Total: Labor: .00 Parts: .00 Total: .00 paint cracked in rear Caused by CRACK IN PAINT NOT FOUND. CUSTOMER WILL NEED TO SHOW SERVICE WRITER AND PROCEED FROM THERE.	

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

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

SERVICE DEPARTMENT HOURS

8:00 a.m. to 5:00 p.m. Mon - Fri

9:00 a.m. to 12:00 p.m. Sat

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

X

PARKWAY AUTO GROUP

HONDA LINCOLN NISSAN SUZUKI

FORD CHRYSLER DODGE JEEP RAM

311 Commercial Parkway

Dover, OH 44622

(330) 343-6681

Fax: (330) 364-4026



SERVICE

STICK WITH THE SPECIALISTS



Quick Lane

R/O Open Date	
3/27/20	
R/O Close Date	Status
3/31/20	Reprint
Mileage In	Mileage Out
25844	25844
Service Advisor / Tag #	
MATT PRICE	
Vehicle Identification	
1C4HJXFG0	
Delivery Date	In-Service Date
11/10/18	11/10/18
Color	License Number
PUNK'N MET	

Year	Make	Model	Body
2018	JEEP	WRANGLER UNLI	RUBICON 4X4

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#4 * MR ADD: ADDITIONAL WORK REQUESTED ADDED OPERATION performv41 2018-2019 jl steering damper shock recall Caused by RECALL DONE. REPLACED STEERING DAMPER.	

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

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

SERVICE DEPARTMENT HOURS

8:00 a.m. to 5:00 p.m. Mon - Fri

9:00 a.m. to 12:00 p.m. Sat

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

X

PARKWAY AUTO GROUP

HONDA LINCOLN NISSAN SUZUKI

FORD CHRYSLER DODGE JEEP RAM

311 Commercial Parkway

Dover, OH 44622

(330) 343-6681

Fax: (330) 364-4026



STICK WITH THE SPECIALISTS



R/O Open Date	11/19/18	Status	
R/O Close Date	11/21/18	Reprint	
Mileage In	1010	Mileage Out	1010
Service Advisor / Tag #			
PHIL M			
Vehicle Identification			
1C4HJXFG0J			
Delivery Date	11/10/18	In-Service Date	11/10/18
Color	PUNK'N MET	License Number	

Year	Make	Model	
2018	JEEP	WRANGLER UNLI	RUBICON 4X4

		AMOUNT
Cel	#1 - MR INSTALL: INSTALL: INSTALL LIFT KIT Tech: DAVID B(DB) Tech: DAVID B(DB) Installed 77072395AB :SUSPENSIO: LIFT INSTALL 2 INCH FACTORY LIFT ON FRONT AND REAR SUSP ENSION. ALIGNMENT DONE AND STRAIGHTEN STEERING WH EEL.	Internal Internal Internal
	#2 * MR FEA: ALIGN FRONT END TO SPECS ADDED OPERATION Tech: DAVID B(DB)	Internal

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

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

SERVICE DEPARTMENT HOURS

8:00 a.m. to 5:00 p.m. Mon - Fri

9:00 a.m. to 12:00 p.m. Sat

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

X

PARKWAY AUTO GROUP

HONDA LINCOLN NISSAN SUZUKI

FORD CHRYSLER DODGE JEEP RAM

311 Commercial Parkway

Dover, OH 44622

(330) 343-6681

Fax: (330) 364-4026



STICK WITH THE SPECIALISTS



R/O Open Date		9/26/18
R/O Close Date		10/17/18
Mileage In	Mileage Out	
3	11	
Service Advisor / Tag #		
PHIL M		
Vehicle Identification		1C4HJXFG0J
Delivery Date	In-Service Date	
11/10/18	11/10/18	
Color	License Number	
PUNK'N MET		

PARKWAY FORD
311 Commercial Pkwy
Dover, OH 44622

Year	Make	Model	Body
2018	JEEP	WRANGLER UNLI	RUBICON 4X4

INVENTORY

DESCRIPTION OF SERVICE AND PARTS

#1 -	AMOUNT
MR DIAGNOSIS: DIAGNOSIS/TEST CANNOT COMMUNICATE WITH DLC Tech: BOB C(BC) Tech: BOB C(BC) Installed 5183480AB :WIRING: 16 WAY Installed FUSE :ATO CK NO COMMUNICATION TO SCANTOOL AND CAN NOT GET OUT OF SHIPPING MODE SCAN TOOL WILL NOT RESPOND OR LIGHT UP, TRY ANOTHER POD SAME, CK FOR POWER AND GROUND TO DATA LINK CONNECTOR, GOOD POWER AND STAYS CONSISTANT AND PERFORM PIN DRAG TEST GOOD AND TIGHT, CK GROUNDS GROUNDS COME AND GO PERFORM PIN DRAG TEST VERY LOOSE FIT AND PINS PUSH OUT OF DATA LINK CONNECTOR PINS 4 AND 5 IN DLC REPLACE DIAGNOSTIC CONNECTOR/PIGTAIL END SOLDIER IN WIRING AND HEAT SHRINK JOINTS REASSEMBLE LOWER DASH DISASSEMBLE FOR ACCESS TO WIRING	Qty: 1 Qty: 1 Warranty Warranty Warranty Warranty

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

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

SERVICE DEPARTMENT HOURS

8:00 a.m. to 5:00 p.m. Mon - Fri

9:00 a.m. to 12:00 p.m. Sat

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

X

PARKWAY AUTO GROUP

HONDA LINCOLN NISSAN SUZUKI

FORD CHRYSLER DODGE JEEP RAM

311 Commercial Parkway

Dover, OH 44622

(330) 343-6681

Fax: (330) 364-4026



STICK WITH THE SPECIALISTS



PARKWAY FORD
311 Commercial Pkwy
Dover, OH 44622

Year	Make	Model	Body	Work Phone	Home Phone	Delivery Date	In-Service Date	Color	License Number
2018	JEEP	WRANGLER UNLI	RUBICON 4X4			11/10/18	11/10/18	PUNK'N MET	

INVENTORY:

R/O Open Date	8/28/18
R/O Close Date	9/11/18
Mileage In	2
Mileage Out	3
Service Advisor / Tag #	JERED MILLER
Vehicle Identification	1C4HJXFG0

DESCRIPTION OF SERVICE AND PARTS

#	DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1	QL NTP: NEW TRUCK PREP Tech: CAMERON WALKER-HUFF (CH) Installed ZC 32M20 EG :SOLUTION-WINDSHIELD WASHER NEW CAR PREP	Internal Internal

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

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

SERVICE DEPARTMENT HOURS

8:00 a.m. to 5:00 p.m. Mon - Fri

9:00 a.m. to 12:00 p.m. Sat

X

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

**Service of Process
Transmittal**

03/20/2020

CT Log Number [REDACTED]

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

RE: Process Served in California

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], etc., Pltf. vs. FCA US LLC, etc., et al., Dfts.

DOCUMENT(S) SERVED: Summons, Instructions, Complaint, Cover Sheet, Certificate

COURT/AGENCY: Riverside County - Superior Court - Murrieta, CA
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2018 Jeep Wrangler
VIN#1C4HJXFG8J [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 03/20/2020 at 12:07

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after this summons and legal papers are served

ATTORNEY(S) / SENDER(S): Guy Mizrahi
Journey Law Group, Inc.
1762 Westwood Blvd., Suite 260
Los Angeles, CA 90024
424-206-4303

REMARKS: The document(s) received have been modified to reflect the name of the entity being served.

ACTION ITEMS: CT has retained the current log, Retain Date: 03/20/2020, Expected Purge Date: 03/25/2020

Image SOP

Email Notification, Lance Arnott SOPVerification@wolterskluwer.com

SIGNED: C T Corporation System
ADDRESS: 1999 Bryan St Ste 900
Dallas, TX 75201-3140

For Questions: 877-564-7529
MajorAccountTeam2@wolterskluwer.com

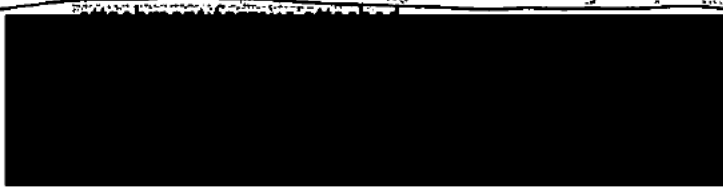
3-20-20 @ 11:00

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO)

FCA US LLC, a Delaware Limited Liability Company; additional parties:



(FOR COURT USE ONLY)
(SOLO PARA USO DE LA CORTE)

FILED
Superior Court of California
County of Riverside
2/25/2020
P. Thiphavong
Electronically Filed

NOTICE: You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form. If you want the court to hear your case, there may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO: Le han demandado. Si no respondo dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presente su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es)

Southwest Justice Center
30755-D Auld Road, Murietta, CA 92563

CASE NUMBER
(Número de caso)



The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante o del demandante que no tiene abogado, es):
Journey Law Group, Inc., 1762 Westwood Blvd., Suite 260 Los Angeles, CA 90024, (424) 206-4303

DATE
(Fecha) 2/25/2020

Clerk by
(Secretario)



Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons (POS-010)).

NOTICE TO THE PERSON SERVED: You are served.

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☒ on behalf of (specify): FCA US LLC, a Delaware Limited Liability Company
under:
☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☒ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☒ by personal delivery on (date): 3-20-20



SHORT TITLE:

[REDACTED] FCA US LLC, et al.

CASE NUMBER:

[REDACTED]

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

DPDW, INC. d/b/a HEMET CHRYSLER DODGE JEEP RAM, a California Corporation; and DOES 1 through 20, inclusive

Page _____ of _____

Page 1 of 1

JOURNEY LAW GROUP, INC.
Guy Mizrahi, Esq. (SBN 220930)
Arya Malek, Esq. (SBN 325782)
1762 Westwood Blvd., Suite 260
Los Angeles, CA 90024
Telephone: 424.206.4303
Facsimile: 424.220.7388

Attorneys for Plaintiff, [REDACTED]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE-SOUTHWEST JUSTICE CENTER**

[REDACTED] an individual
Plaintiffs,

v.

FCA US LLC, a Delaware Limited Liability
Company; DPDW, INC. d/b/a HEMET
CHRYSLER DODGE JEEP RAM, a California
Corporation; and DOES 1 through 20, inclusive,
Defendant.

Case No. [REDACTED]

Hon.
Dept.

COMPLAINT

1. **SONG-BEVERLY CONSUMER
WARRANTY ACT – BREACH OF
EXPRESS WARRANTY;**
2. **SONG-BEVERLY CONSUMER
WARRANTY ACT – BREACH OF
IMPLIED WARRANTY;**
3. **SONG-BEVERLY CONSUMER
WARRANTY ACT – CIVIL CODE
§1793.2(b)**

Plaintiff, [REDACTED] alleges as follows against Defendants FCA US
LLC, DPDW, INC. d/b/a HEMET CHRYSLER DODGE JEEP RAM, and Does 1 through 20
inclusive, on information and belief formed after an inquiry reasonable under the circumstances:

///

///

///

///

///

GENERAL ALLEGATIONS

1. Plaintiff [REDACTED] is an individual residing in the County of Riverside, State of California.

2. Defendant, FCA US LLC ("Manufacturer"), is a Delaware Limited Liability Company doing business in the Riverside, State of California, and, at all times relevant herein, was/is engaged in the manufacture, sale, distribution, and/or importing of Jeep motor vehicles and related equipment.

3. Defendant, DPDW, INC. d/b/a HEMET CHRYSLER DODGE JEEP RAM ("Seller"), is and was at all relevant times an automobile dealership business. DPDW, INC. d/b/a HEMET CHRYSLER DODGE JEEP RAM is and was an entity registered to do business in the County of Riverside, State of California.

4. This action arises out of warranty obligations of FCA US LLC for a vehicle purchased by the Plaintiff and for which FCA US LLC issued a written warranty.

5. Plaintiff does not know the true names and capacities, whether corporate, partnership, associate, individual or otherwise of Defendant issued herein as Does 1 through 20, inclusive, under the provisions of section 474 of the Code of Civil Procedure. Defendants Does 1 through 20, inclusive, are in some manner responsible for the acts, occurrences and transactions set forth herein, and are legally liable to Plaintiff. Plaintiff will seek leave to amend this Complaint to set forth the true names and capacities of the fictitiously named Defendants together with appropriate charging allegations when ascertained.

6. All acts of corporate employees as alleged were authorized or ratified by an officer, director or managing agent of the corporate employer.

7. Each Defendant whether actually or fictitiously named herein, was the principal, agent (actual or ostensible), co-conspirator, or employee of each other Defendant and in acting as such principal or within the course and scope of such employment, agency, or conspiracy, took some part in the acts and omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiff for the relief prayed for herein.

8. On or about March 23, 2018, Plaintiff purchased a new 2018 Jeep Wrangler, vehicle identification number 1C4HJXFG8JW [REDACTED] ("Vehicle"). Express warranties accompanied the purchase of the Vehicle to Plaintiff by which FCA US LLC undertook to preserve or maintain the utility or performance of Plaintiff's vehicle or provide compensation if there was a failure in such utility or performance.

9. The Vehicle was delivered to Plaintiff with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to steering, steering pulling to the left and back, steering shakes, steering locks up, steering locks up like if someone is holding the wheel and not letting you turn it, suspension, shocks, air leak type noise, windshield, cracking popping noise from windshield/visor area, and other defects.

FIRST CAUSE OF ACTION

Violation of the Song-Beverly Consumer Warranty Act –

Breach of Express Warranty

10. Plaintiff incorporates by reference each and every allegation set forth in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

11. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter "Song-Beverly"), Civil Code §1790 *et seq.*, the Vehicle constitutes "consumer goods" used primarily for family or household purposes and Plaintiff has used the Vehicle primarily for those purposes.

12. Plaintiff is a “buyer” of consumer goods under Song-Beverly.

13. Defendant FCA US LLC is a “manufacturer” or “distributor” under Song-Beverly.

14. The foregoing defects and nonconformities to warranty manifested themselves within the applicable express warranty period. The nonconformities substantially impair the use, value and/or safety of the Vehicle.

15. Plaintiff delivered the Vehicle to Manufacturer's authorized repair facilities for repair of the nonconformities.

16. Defendant wrongfully denied warranty coverage for certain nonconformities.

17. Defendant was unable to conform Plaintiff's Vehicle to the applicable express warranties after a reasonable number of attempts.

1 18. Defendant was unable to conform Plaintiff's Vehicle to the applicable express
2 warranties after a reasonable amount of time as set forth in Song-Beverly, including but not limited
3 to Civil Code § 1793.2(b).

4 19. Notwithstanding Plaintiff's entitlement, Defendant has failed to either promptly
5 replace the new motor vehicle or promptly make restitution in accordance with the Song-Beverly
6 Consumer Warranty Act.

7 20. By failure of Defendants to remedy the defects as alleged above, or to issue a refund
8 or replacement, Defendants are in breach of their obligations under Song-Beverly.

9 21. Plaintiff has rightfully rejected and/or justifiably revoked acceptance of the Vehicle
10 and has exercised the right to cancel the purchase. By serving this Complaint, Plaintiff does so again.

11 22. Under Song-Beverly, Plaintiff is entitled to reimbursement of the price paid for the
12 Vehicle less that amount directly attributable to use by the Plaintiff prior to discovery of the
13 nonconformities.

14 23. Plaintiff is entitled to all incidental, consequential and general damages resulting from
15 Defendants' failure to comply with their obligations under Song-Beverly.

16 24. Plaintiff is entitled under Song-Beverly to recover as part of the judgment, a sum
17 equal to the aggregate amount of costs and expenses, including attorneys' fees, reasonably incurred
18 in connection with the commencement and prosecution of this action.

19 25. Plaintiff is entitled, in addition to the amounts recovered, to a civil penalty of up to
20 two times the amount of actual damages in that Defendants have willfully failed to comply with their
21 responsibilities under Song-Beverly.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

15
16
17
18
19
20
21
22
23
24
25
26
27
28

17
18
19
20
21
22
23
24
25
26
27
28

19
20
21
22
23
24
25
26
27
28

21
22
23
24
25
26
27
28

23
24
25
26
27
28

25
26
27
28

1 37. Plaintiff is entitled under Song-Beverly to recover as part of the judgment, a sum
2 equal to the aggregate amount of costs and expenses, including attorneys' fees, reasonably incurred
3 in connection with the commencement and prosecution of this action.

4 **THIRD CAUSE OF ACTION**

5 **Violation of the Song-Beverly Consumer Warranty Act -**

6 **Civil Code §1793.2(b)**

7 38. Plaintiff incorporates by reference each and every allegation set forth in the preceding
8 and succeeding paragraphs as though herein fully restated and re-alleged.

9 39. Pursuant to Civil Code section 1793.2(a), a manufacturer that sells consumer goods
10 in California, for which it has made an express warranty, shall maintain service and repair facilities
11 or designate and authorized independent service and repair facilities to carry out the terms of those
12 warranties.

13 40. Civil Code section 1793.2(b) states that goods shall be serviced or repaired so as to
14 conform to the applicable warranties within 30 days.

15 41. The sale of the subject vehicle was accompanied by express warranties, including a
16 warranty guaranteeing that the subject vehicle was safe to drive and not equipped with defective
17 parts and systems including the defective parts and systems alleged herein.

18 42. Plaintiff delivered the subject vehicle to Defendant's authorized repair facilities on
19 multiple occasions. The subject vehicle was delivered for repairs of the defects alleged herein which
20 amount to nonconformities to the express warranties that accompanied the sale of the subject vehicle.

21 43. Since delivery of the subject vehicle to Defendant's authorized repair facilities, over
22 thirty days have past and Defendant has failed to tender the subject vehicle back to Plaintiff in
23 conformance with its warranties.

24 44. Plaintiff has rightfully rejected and/or justifiably revoked acceptance of the Vehicle
25 and has exercised the right to cancel the purchase. By serving this Complaint, Plaintiff does so again.

26 45. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code section
27 1794 *et seq.*
28

1 46. Plaintiff is entitled to rescission of the contract pursuant to Civil Code section 1794
2 *et seq.* and Commercial Code section 2711.

3 47. Plaintiff is entitled to any "cover" damages under Commercial Code sections 2711,
4 2712 and Civil Code section 1794 *et seq.*

5 48. Plaintiff is entitled to recover all incidental and consequential damages pursuant to
6 Civil Code section 1794 *et seq.* and Commercial Code sections 2711, 2712 and 2713 *et seq.*

7 49. Plaintiff is entitled under Song-Beverly to recover as part of the judgment, a sum
8 equal to the aggregate amount of costs and expenses, including attorneys' fees, reasonably incurred
9 in connection with the commencement and prosecution of this action.

10 50. Plaintiff is entitled, in addition to the amounts recovered, to a civil penalty of up to
11 two times the amount of actual damages in that Defendants have willfully failed to comply with their
12 responsibilities under Song-Beverly.

13
14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 16 1. For general, special and actual damages according to proof at trial;
- 17 2. For rescission of the purchase contract and restitution of all monies expended;
- 18 3. For diminution in value;
- 19 4. For incidental and consequential damages according to proof at trial;
- 20 5. For a civil penalty in the amount of two times Plaintiff's actual damages;
- 21 6. For pre-judgment interest at the legal rate;
- 22 7. For reasonable attorneys' fees and costs of suit;
- 23 8. For such other and further relief as the Court deems just and proper under the
24 circumstances.

25 ///

26 ///

27 ///

28 ///

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all causes of action asserted herein.

Date: February 25, 2020

By

Attorneys for Plaintiff,

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Journey Law Group, Inc. Guy Mizrahi, Esq. (SBN 220930) 1762 Westwood Blvd. Suite 260 Los Angeles, CA 90024 TELEPHONE NO.: (424) 206-4303 FAX NO.: [REDACTED] ATTORNEY FOR (Name): Plaintiff, [REDACTED]	FOR COURT USE ONLY FILED Superior Court of California County of Riverside 2/25/2020 P. Thiphavong Electronically Filed
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside STREET ADDRESS: 30755-D Auld Road MAILING ADDRESS: CITY AND ZIP CODE: Murrieta, CA 92563 BRANCH NAME: Southwest Justice Center	
[REDACTED] PCA US LLC, et al.	
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)	Complex Case Designation ☐ Counter ☒ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort ☒ Auto (22) ☐ Uninsured motorist (46) Other PIPD/W (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PIPD/W (23) Non-PIPD/W (Other) Tort ☒ Business tort/unfair business practice (07) ☒ Civil rights (08) ☒ Defamation (13) ☒ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (26) ☐ Other non-PIPD/W tort (35) Employment ☒ Wrongful termination (36) ☒ Other employment (15)	Contract ☒ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☒ Other contract (37) Real Property ☐ Eminent domain/inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (28) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not, complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. ☐ Large number of separately represented parties	d. ☐ Large number of witnesses
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. ☐ Substantial amount of documentary evidence	f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary c. ☐ declarative

4. Number of causes of action (specify): Three

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case, (Y/N) _____

Date: February 25, 2020
 Guy Mizrahi

(TYPE OR PRINT NAME)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other P/DP/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (not asbestos or toxic/environmental) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other P/DP/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other P/DP/WD

Non-P/DP/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (not medical or legal)
Other Non-P/DP/WD Tort (35)
Employment
Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (not unlawful detainer or wrongful eviction)
Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (not provisionally complex) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (non-domestic relations)
Sister State Judgment
Administrative Agency Award (not unpaid taxes)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (not specified above) (42)
Declaratory Relief Only
Injunctive Relief Only (non-harassment)
Mechanics Lien
Other Commercial Complaint Case (non-tort/non-complex)
Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (not specified above) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

☐ BANNING 311 E. Ramsey St., Banning, CA 92220	☒ MURRIETA 30755-D Auld Rd., Suite 1228, Murrieta, CA 92563
☐ BLYTHE 265 N. Broadway, Blythe, CA 92225	☐ PALM SPRINGS 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262
☐ CORONA 505 S. Buena Vista, Rm. 201, Corona, CA 92882	☐ RIVERSIDE 4050 Main St., Riverside, CA 92501
☐ HEMET 880 N. State St., Hemet, CA 92343	☐ TEMECULA 41002 County Center Dr., #100, Temecula, CA 92591
☐ MORENO VALLEY 13800 Heacock St., Ste. D201, Moreno Valley, CA 92553	

RI-CI032

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address) Journey Law Group, Inc. Guy Mizrahi, Esq. (SBN 220930) 1762 Westwood Blvd., Suite 260 Los Angeles, CA 90024 TELEPHONE NO: (424)206-4303 FAX NO: (424)206-4303 E-MAIL ADDRESS (Optional): [REDACTED] ATTORNEY FOR (Plaintiff/Defendant): Plaintiff		FOR COURT USE ONLY FILED Superior Court of California County of Riverside 2/25/2020 P. Thiphavong Electronically Filed
PLAINTIFF/PETITIONER: [REDACTED]		
DEFENDANT/RESPONDENT: FCA US LLC, et al.		CASE NUMBER: [REDACTED]

CERTIFICATE OF COUNSEL

The undersigned certifies that this matter should be tried or heard in the court identified above for the reasons specified below:

- ☒ The action arose in the zip code of: 92544
- ☐ The action concerns real property located in the zip code of: _____
- ☐ The Defendant resides in the zip code of: _____

For more information on where actions should be filed in the Riverside County Superior Courts, please refer to Local Rule 1.0015 at www.riverside.courts.ca.gov.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: February 25, 2020

Guy Mizrahi, Esq.

(TYPE OR PRINT NAME OF ATTORNEY IF PARTY MAKING DECLARATION)

CERTIFICATE OF COUNSEL

**Service of Process
Transmittal**

09/04/2020

CT Log Number [REDACTED]

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

RE: Process Served in New York

FOR: FCA US LLC (Domestic State: DE)

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

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

DOCUMENT(S) SERVED: Letter, Summons, Complaint, Attachment(s), Exhibit(s)

COURT/AGENCY: Nassau County: Supreme Court, NY
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - A new 2018 Jeep Wrangler, VIN: IC4HJXDG7 [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, New York, NY

DATE AND HOUR OF SERVICE: By Certified Mail on 09/04/2020 postmarked: "Not Post Marked"

JURISDICTION SERVED : New York

APPEARANCE OR ANSWER DUE: Within 30 days after completion of service

ATTORNEY(S) / SENDER(S): Robert M. Silverman
Kimmel & Silverman, P.C.
1001 Avenue of the Americas
12th Floor
New York, NY 10018
800-536-6652

ACTION ITEMS: CT has retained the current log, Retain Date: 09/04/2020, Expected Purge Date: 09/09/2020

Image SOP

Email Notification, Lance Arnott SOPVerification@wolterskluwer.com

SIGNED: C T Corporation System
ADDRESS: 1999 Bryan St Ste 900
Dallas, TX 75201-3140

For Questions: 877-564-7529
MajorAccountTeam2@wolterskluwer.com




KIMMEL & SILVERMAN
P.C.

30 East Butler Pike, Ambler, PA 19002

TO:

FCA US LLC
C/o CT Corporation System
28 Liberty Street, 42nd Floor
New York, NY 10005

ROBERT M. SILVERMAN**
CRAIG THOR KIMMEL**

* Member, PA Bar
* Member, NJ Bar
* Member, DE Bar
* Member, NY Bar
* Member, MA Bar
* Member, MD Bar
* Member, OH Bar
* Member, NH Bar
* Member, CT Bar
* Member, TN Bar
* Member, WY Bar
* Member, DC Bar
* Member, CA Bar
* Member, WI Bar
* Member, FL Bar
* Member, AZ Bar
* Member, TX Bar
* Member, WV Bar



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) 751-4152, F (856) 216-7344

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

NEW YORK OFFICE, 1001 Avenue of the Americas, 11th 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

CALIFORNIA OFFICE, 388 Market Street, Suite 1300, San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817

OHIO OFFICE, 4031 Colonel Glenn Highway, Suite 450, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817

BUCKS COUNTY OFFICE, Box 400, 400 South Main Street, 1st Floor, New Hope, PA 18938, P (267) 468-7669, F (215) 540-8817

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

JACQUELINE C. HERRITT**
ROBERT A. RAPKIN**
ANGELA K. TROCCOLI**
AMY L. BENNECOFF GINSBURG**
W. CHRISTOPHER COMPONONO**
JASON L. GRESHES**
CHAD P. DOMAN**
JOSEPH C. HOEFFEL**
JACOB U. GINSBURG**
SHAWN BACHMAN**
COURTNEY A. KEAVENEY**

August 18, 2020

VIA CERTIFIED MAIL

FCA US LLC
C/o CT Corporation System
28 Liberty Street, 42 Floor
New York, NY 1005

RE: [REDACTED] V. FCA US LLC
Index No. [REDACTED]

Dear Sir/Madam,

Enclosed please find a copy of the Summons with the Supreme Court of Nassau County. Please appear within the period prescribed by the New York Rules of Civil Procedure.

RMS/jh
Enclosure

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU**

[REDACTED]
Plaintiff,

v.

FCA US LLC,

Defendant.

Index No.:

Date of Filing:

SUMMONS

To the above named Defendant(s)

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorney(s) within twenty (20) days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or within thirty (30) days after completion of service, where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

**Plaintiff designates NASSAU COUNTY as the place of trial. The basis of summons is:
Plaintiff resides in NASSAU**

**TO: FCA US LLC
c/o CT Corporation System
111 Eighth Avenue
New York, NY, 10011**

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU**

[REDACTED]
Plaintiff,

v.

FCA US LLC,

Defendant.

Index No.:

Date of Filing:

COMPLAINT

Plaintiff, by counsel Kimmel & Silverman, PC, complaining of the defendant herein,
respectfully alleges as follows:

1. Plaintiff [REDACTED] is a resident of the State of New York, residing at [REDACTED]
[REDACTED] lley Stream, NY [REDACTED]
2. Defendant, FCA US LLC, is a corporation qualified to do and regularly conduct
business in the State of New York, with a registered principal place of business located at 1000
Chrysler Drive, Auburn Hills, MI 48326-2766, and can be served at c/o CT Corporation System,
111 Eighth Avenue, New York, NY, 10011.
3. On or about 05/25/2018 Plaintiff leased a new 2018 Jeep Wrangler manufactured
and warranted by Defendant, bearing the Vehicle Identification Number IC4HJXDG7J [REDACTED]
4. Plaintiff's vehicle was leased in the State of New York and is registered in the
State of New York.
5. The contract price for the lease of the vehicle, including registration charges,
document fees, sales tax, finance and bank charges, but excluding other collateral charges not
specified, yet defined by the Lemon Law, totaled more than \$14,180.86. A true and correct copy
of the finance documents connected to the lease of the subject vehicle is attached and marked
hereto as Exhibit "A."
6. In consideration for the lease of said vehicle, Defendant issued to Plaintiff several

warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications. In the alternative, Plaintiff is a third-party beneficiary of any and all warranties made or issued with respect to the subject vehicle both at the time of original delivery and at the time Plaintiff took delivery of the subject vehicle.

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

8. The parties' bargain includes an express warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. As a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle's use, value and safety have been substantially impaired and Plaintiff is unable to utilize the vehicle for its intended purposes.

10. The subject vehicle is afflicted with certain defects, conditions and non-conformities related to *inter alia* the suspension system. Plaintiff presented the vehicle for repair on at least four (4) separate occasions. Those repair attempts are summarized below:

- a. The first documented warranty repair attempt is believed to have occurred 01/26/19 – 02/14/19, where the vehicle odometer showed 7,030 miles. On that date, repair attempts addressed: steering column locks up. (A true and correct copy of the relevant portions of the vehicle repair history is attached hereto, made a part hereof and marked Exhibit "B".)
- b. The second warranty repair attempt is believed to have occurred around 02/15/20, where the vehicle odometer showed 16,701 miles. On that date, repair attempts addressed: steering column locks up. (A true and correct copy of the relevant portions of the vehicle repair history is attached hereto, made a part hereof and marked Exhibit "C".)

- c. The third warranty repair attempt is believed to have occurred from around 03/25/20 – 03/30/20, where the odometer showed about 6,500 miles. On that date, repair attempts addressed: steering column locks up. (A true and correct copy of the relevant portions of the vehicle repair history is attached hereto, made a part hereof and marked Exhibit "D".)
 - d. The fourth warranty repair attempt is believed to have occurred from 04/16/20 through the date of the filing of this Complaint, where the odometer showed about 17,574 miles. That repair attempt addressed: steering column locks up. (A true and correct copy of the relevant portions of the vehicle repair history is attached hereto, made a part hereof and marked Exhibit "E".)
11. Those repairs caused the subject vehicle to be out of service for an amount of time greater than one hundred eighty (180) days.
12. Despite those repair attempts, the vehicle remains in a defective state.

AS AND FOR A FIRST CAUSE OF ACTION

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

14. Plaintiff, is a "Consumer" as defined by the New York General Business Law §198-a(a)(1) et. seq. (hereinafter the "Lemon Law").

15. The subject vehicle is a "Motor vehicle" as defined by the Lemon Law.

16. Defendant is a "manufacturer" as referenced by the Lemon Law.

17. From the time Plaintiff took possession of the subject vehicle and at times thereafter, the vehicle experienced non-conformities, defects and conditions which substantially impair the use, value and safety of the vehicle.

18. The presence and persistence of these non-conformities violate the express written

warranties issued to Plaintiff by Defendant.

19. Section 198-a(c)(1) of the Lemon Law provides:

If, within the period specified in subdivision (b) of this section, the manufacturer or its agents or authorized dealers are unable to repair or correct any defect or condition which substantially impairs the value of the motor vehicle to the consumer after a reasonable number of attempts, the manufacturer, at the option of the consumer, shall replace the motor vehicle with a comparable motor vehicle, or accept return of the vehicle from the consumer and refund to the consumer the full lease price

20. Section 198-a(d)(1) of the Lemon Law provides a presumption that a reasonable number of repair attempts have been undertaken if:

The same nonconformity, defect or condition has been subject to repair four or more times by the manufacturer or its agents or authorized dealers within the first eighteen thousand miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date, but such nonconformity, defect or condition continues to exist;

21. Plaintiff has satisfied or will have satisfied by time of trial the above presumption as the vehicle has been or will have been subject to repair more than four (4) times for the same non-conformity, and the non-conformity remains uncorrected.

22. Section 198-a(d)(2) of the Lemon Law provides a presumption that a reasonable number of repair attempts have been undertaken if:

The vehicle is out of service by reason of repair of one or more nonconformities, defects or conditions for a cumulative total of thirty or more calendar days during either period, whichever is the earlier date.

23. Alternatively, the Plaintiff has satisfied or will have satisfied by time of trial the above presumption as the vehicle has or will be in the future out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

24. Plaintiff has delivered the non-conforming vehicle to an authorized service and repair facility of the manufacturer on numerous occasions. After a reasonable number of attempts, the manufacturer was unable to repair the non-conformities.

25. The vehicle continues to exhibit defects and nonconformities, which substantially impair its use, value, and/or safety as provided by the Lemon Law.

26. The non-conformities listed above substantially impair the value of the subject motor vehicle and continue to exist even after a reasonable number of repair attempts by the Defendant.

27. In addition, Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the dealer did not maintain records.

28. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of the Lemon Law.

29. Pursuant to the Lemon Law, Plaintiff seeks relief for losses due to the non-conformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

30. WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the contract price of the subject vehicle, plus all collateral charges and attorney fees.

AS TO THE SECOND CAUSE OF ACTION

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

32. The sale of the subject vehicle to Plaintiff under the misrepresentation that the vehicle was free from defects that would substantially impair the use, value, or safety of the vehicle represents an unlawful or deceptive trade practice under N.Y. Gen. Law § 349.

33. Defendant violated N.Y. Gen. Law § 349 in one or more of the following ways:

- Making of fraudulent and/or negligent representations;
- Representing the subject vehicle to be of good, merchantable quality, free from defects, when in fact it was not;

- Representing that the repairs could be performed properly, within a reasonable time, when Defendant knew, or should have known, that this was not the case;
- Failing to reveal material facts including but not limited to the nature of the nonconformities and defects complained of herein; and
- Failing to offer a refund of the lease price of the subject vehicle in accordance with the applicable warranties.

34. Defendant is in the business of selling motor vehicle and therefore the violations are likely to affect the general public now and in the future.

35. Defendant violated the law willfully and knowingly.

36. WHEREFORE, Plaintiff respectfully demands judgment against Defendant in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; money damages in whatever amount Plaintiff is found to be entitled, plus any interest, costs, incidental and consequential damages; Equitable relief including, but not limited to, release or replacement of the subject vehicle, and in the event this Court finds Plaintiff is not entitled to release or replacement, any other relief this Court deems just; and all attorneys' fees and costs.

[REDACTED] MITTED,

Robert M. Silverman, Esquire
Kimmel & Silverman, P.C.
1001 Avenue of the Americas
12th Floor
New York, NY 10018
1-800-536-6652

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU**

[REDACTED]
Plaintiff,

v.

FCA US LLC,

Defendant.

Index No.:
Date of Filing:
SUMMONS

I, Robert M. Silverman, an attorney admitted to practice in the Courts of the State of New York, say that:

I am a member of the firm of KIMMEL & SILVERMAN, PC, the attorneys for plaintiff(s) in the within action;

I have read the annexed COMPLAINT and the same is true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters, I believe them to be true.

The reason I make this verification instead of plaintiff is that plaintiff resides outside of the county in which my office is located.

The source of my information and the grounds for my belief are based upon correspondence and reports of investigation in the files of my firm. I affirm the foregoing statements are true under penalties of perjury.

New York, New York

[REDACTED]
[REDACTED] MAN, ESQUIRE

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU**

[REDACTED]
Plaintiff,

v.

FCA US LLC,

Defendant.

SUMMONS AND VERIFIED COMPLAINT

Robert M. Silverman, Esquire
Kimmel & Silverman, P.C.
1001 Avenue of the Americas
12th Floor
New York, NY 10018
1-800-536-6652

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed documents are not frivolous.

/s/ [REDACTED]
RO [REDACTED] AN, ESQUIRE

EXPRESS LEASE

*5. Itemization of Amount Due at Lease Signing

a. Amount Due at Lease Signing or Delivery

1. First Total Monthly Payment

2. Capitalized Cost Reduction

3. Pro Rata Base Monthly Payment (____ days)

4. Acquisition Fee (if not capitalized)

5. Sales Tax

6. Refundable Security Deposit

7. First year's title, license and registration fees

8. Waste Fee/Recording Fee
Documentary Fee (U)

9. _____

10. _____

11. Total _____

b. How the Amount Due at Lease Signing or Delivery will be paid:

1. Net Trade-In Allowance

2. Rebates and non-cash credits

3. Amount to be paid in cash

4. _____

5. Total _____

350.84

N/A

N/A

N/A

N/A

N/A

10.00

12.50

73.00

N/A

468.34

N/A

N/A

N/A

468.34

N/A

468.34

N/A

a. Gross Capitalized Cost (Gross capitalized cost is the sum of the vehicle's price and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance))

41124.91

b. Capitalized Cost Reduction: The amount of any net trade-in allowance, rebate, non-cash credit, or cash you pay that reduces the Gross Capitalized Cost

N/A

c. Adjusted Capitalized Cost: The amount used in calculating your Base Monthly Payment

41124.91

d. Estimated Residual Value: The value of the vehicle at the end of the Lease used in calculating your Base Monthly Payment

32311.00

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

8813.91

f. Front Charge: The amount charged in addition to the Depreciation and any amortized amounts

4868.85

g. Total of Base Monthly Payments: Depreciation and any amortized amounts plus the Front Charge

13682.76

h. Lease Payments: The number of payments in your Lease

39

i. Base Monthly Payment

350.84

j. Monthly Sales / Use Taxes

N/A

k. _____

N/A

l. Total Monthly Payment

350.84

7. 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 the 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 32,505 miles (Mileage Allowance) for the term of this Lease, at a specific rate per mile for each additional mile traveled, based on the Price of Vehicle (11a). If 11a is less than \$20,001, rate per mile is 15 cents; if 11a is \$20,001 - \$25,000, rate per mile is 18 cents; if 11a is \$25,001 - \$30,000, rate per mile is 25 cents; if 11a is greater than \$30,000, rate per mile is 40 cents.

9. Purchase Option at End of Lease Term. You have an option to purchase the vehicle (11a) at the end of the Lease term for \$ _____ plus a Purchase Option fee of \$500.00 plus all official fees and taxes. See the Purchase Option section for more information.

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

11. Itemization of Gross Capitalized Cost

a. Price of Vehicle

38950.00

b. Appraised Dealer Installed Equipment

N/A

c. Acquisition Fee (if capitalized)

995.00

d. Optional Warranty / Service Contract

N/A

e. Sales / Use Tax

1179.91

f. Prior Credit or Lease Balance

N/A

g. Other (Accessories)

N/A

h. _____

N/A

i. _____

N/A

j. Gross Capitalized Cost

41124.91

12. New and Used Vehicle Warranty

If the vehicle is new, it is covered by a standard new vehicle warranty from the manufacturer.

If the vehicle is used, it is not covered by a warranty unless identified below.

Remainder of standard new vehicle warranty from manufacturer

Used vehicle warranty from manufacturer

Used vehicle warranty from other third-party provider

We lease the vehicle to you "AS IS", EXCEPT AS EXPRESSLY PROVIDED UNDER THIS LEASE, AND UNLESS PROHIBITED BY LAW, WE MAKE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, AS TO THE VEHICLE'S (OR ANY PART OR ACCESSORY THEREOF) CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE AND WE MAKE NO OTHER REPRESENTATION OR WARRANTY WHATSOEVER.

12. Estimated Official Fees and Taxes

The total estimated amount you will pay for official fees, license, title and registration fees, and taxes over the term of this Lease is included with your Monthly Payment or amortized schedule is \$ _____. This is an estimate and the actual total of Official Fees and Taxes may be higher or lower than this estimate. The actual total of Official Fees and Taxes depends on the state's fees, the make of the vehicle, and the garage location of the vehicle at the time the lease and taxes are assessed.

13. Monthly Payments

The Base Monthly Payment and Residual Value for this Lease have been calculated, in part, using the mileage allowance provided for the term of this Lease.

14. Optional Extended Warranty / Service Plans

You choose the optional coverage(s) for the price(s) indicated, below:

Coverage will be for _____ months or _____ miles, whichever

This coverage is not provided by the Lessor. You must purchase all optional coverage, including mileage, through the provider. The terms and conditions of use are in a separate contract, which you have received and read.

ALL-STATE LEGAL®

PLAINTIFF'S
EXHIBIT

A

NY 2

NYSCF: 06/08/2020

5. Total 32,505

f. Early Termination. You may have to pay a substantial charge if you end this lease early. The charge may be calculated as follows: The greater of (1) the amount of the monthly payment multiplied by the number of months remaining in the lease, or (2) the amount of the monthly payment multiplied by the number of months remaining in the lease, less the amount of the monthly payment multiplied by the number of months remaining in the lease.

g. Excess Mileage and Use. You may be charged for excessive use based on the standard for use and the mileage in excess of the standard. The charge may be calculated as follows: The greater of (1) the amount of the monthly payment multiplied by the number of months remaining in the lease, or (2) the amount of the monthly payment multiplied by the number of months remaining in the lease, less the amount of the monthly payment multiplied by the number of months remaining in the lease.

h. Purchase Option at End of Lease Term. You have the option to purchase the vehicle at the end of the lease term for \$500.00 plus all other fees and taxes. See the Purchase Option section for more information.

i. Other Important Terms. See your lease documents for additional information on early termination, purchase option, maintenance responsibilities, wear, use and damage charges, insurance, and any security interest if applicable.

1. Itemization of Gross Capitalized Cost

a. Price of Vehicle	20950.00
b. Approved Dealer Installed Equipment	N/A
c. Acquisition Fee (if capitalized)	995.00
d. Optional Warranty / Service Contract	N/A
e. Sales / Use Tax	1170.91
f. Price Credit for Leasing Discounts	N/A
g. Other (describe):	N/A
h. Gross Capitalized Cost	41126.91

12. Estimated Initial Fees and Taxes

The fees estimated around you will pay for initial fees, license, title and registration fees, and taxes over the term of this lease are included with your Monthly Payment or assessed otherwise as follows: This is an estimate and the actual total of Initial Fees and Taxes may be higher or lower than this estimate. The actual total of Initial Fees and Taxes depends on the state in which the vehicle is used, the value of the vehicle, and the location of the vehicle at the time the fees and taxes are assessed.

13. Mileage Allowance

The Base Monthly Payment and Residual Value for this Lease have been calculated, in part, using the Mileage Allowance provided by the lessor. The actual Mileage Allowance for the term of this lease is 12,000 miles.

14. Additional Disclosures Required by New York Law

Capitalized Cost - This is the sum of the Adjusted Capitalized Cost and any Capitalized Cost Reduction. The Capitalized Cost and the amount of the Monthly Payment may be negotiable.

Adjusted Capitalized Cost - This is the amount which is capitalized in connection with the lease and is used in determining the amount of your Monthly Payment. This amount will be used in determining your Early Termination Charge. The Adjusted Capitalized Cost may be used to compare the early termination provisions of competing leases.

41126.91

NOTICES / SIGNATURES

WARNING: Important consumer protections may not apply if this agreement indicates that you are leasing the vehicle primarily for agriculture, business, or commercial use.

NOTICE TO LESSEE: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT WHEN YOU SIGN IT.

LESSEE

By signing below, you acknowledge that:

- This lease is completely filled out.
- You have read this entire Lease carefully and agree to all of its terms, INCLUDING THE IMPORTANT ARBITRATION DISCLOSURE AND

GUARANTY

The Guarantor(s) named below, absolutely and unconditionally guarantee(s) payment of all amounts owed under this lease, including attorney's fees and the lessor's costs in enforcing this lease or guaranty. Guarantor(s) shall be jointly and severally liable and agree that this Guaranty shall not be affected by any changes to this lease. Guarantor(s) has/have received a completed copy of this Lease and Guaranty at the time of signing.

Name

Address

City

State

Zip

Insurance coverage described in Section 13 is in force and no other insurance should be held for this vehicle.

Signature of Guarantor(s)

Signature of Guarantor(s)

LEASE

FAP 01/4 (01/17)

CREDIT UNION WHITE FUSION CANARY LESSEE FINE DEALER GOLDENROD

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

OK STEERING STIFF HARD TO TURN TO RIGHT AND LEFT
 INFO CHECK SYT NO LEAKS FOUND ROAD TEST 12 MILES
 OK

86 ISP 0.50
 1 68088485AB *FLUID-POWERSTEERING
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:

(N/C)
 (N/C)
 0.00

EST: 25.40 26JAN19 09:52 SA: 1319

EST: 23.60 26JAN19 09:52 SA: 1319

COMPANY NAME Service Contract
 COMPANY PHONE
 POLICY NUMBER ETCH
 POLICY TERM
 EFFECTIVE DATE 25 MAY 2018
 DEDUCTIBLE 0.00
 MILEAGE LIMIT
 BEGIN MILES
 END MILES
 COMPONENTS

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Manner of Authorization
1				☐ In Person ☐ Via Fax ☐ Via Telephone ☐ Via E-Mail
Revised Estimate				☐ In Person ☐ Via Fax ☐ Via Telephone ☐ Via E-Mail

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS, WITHOUT ANY WARRANTY OR GUARANTEE. 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 MANUFACTURER OR THE ORIGINAL PARTS 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 had the opportunity to inspect the vehicle and received or inspected any replaced parts as requested by you before paying this invoice. The vehicle is being returned to you in exchange for your payment of the amount due.

DATE CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

ALL PARTS INSTALLED
 ARE NEW AND ALL
 BODY PARTS ARE NEW
 OEM UNLESS
 OTHERWISE INDICATED.

PARTS RETURN
 WAIVER:
 I hereby waive the return
 of any replaced parts.

INITIALS

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	



CUSTOMER COPY

A General Concern #1 (CUST STATES VEHICLE
D RELATED TO RECALL LINE C
1218 SARLI JR, VINCENT J LIC#: Y
C 0.00

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

B General Concern #2 (CUST STATES STEERING WHEEL FEELS STIFF AND
UNRESPONSIVE WHEN TURNING. CHECK AND ADVISE!
D RELATED TO LINE C RECALL
1218 SARLI JR, VINCENT J LIC#: Y
C 0.00

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

C Recall / CSN 1 (V41: Customer Satisfaction Notification V41 -
Steering Damper** V41 - 2018 - 2019 JL STEERING DAMPER)

CAUSE: V41

02V41182 Replace Steering Damper
1218 SARLI JR, VINCENT J LIC#: Y
W94 0.30

1 CCUKV411AA DAMPER-STEERING WHEEL

1 CCUKV413AA DAMPER-STEERING WHEEL

PC: ZZ PART#: COUNT:

CLAIM TYPE: S

AUTH CODE:

(N/C)
(N/C)
(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.0

D LOANER CAR FROM MERRICK DODGE

CAUSE: MDL

MDL MDL

1218 SARLI JR, VINCENT J LIC#: Y

W94 0.00

(N/

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Manner of Authorization
1	1			☐ In Person ☐ Via Fax ☐ Via Telephone ☐ Via E-Mail
Revised Estimate	1			☐ In Person ☐ Via Fax ☐ Via Telephone ☐ Via E-Mail

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE
DEALERSHIP AS IS, WITHOUT ANY WARRANTY OR GUARANTEE. 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
MANUFACTURER OR THE ORIGINAL PARTS 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 listed in this invoice and that you had the opportunity to inspect the vehicle and received or
expected any repeated calls as requested by you before paying this invoice. The vehicle is being returned to you
in exchange for your payment of the Amount Due.

DATE

CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

ALL PARTS INSTALLED
ARE NEW AND ALL
BODY PARTS ARE NEW
OEM UNLESS
OTHERWISE INDICATED.

PARTS RETURN
WAIVER:
I hereby waive the return
of any replaced parts.

INITIALS

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

ALL-STATE LEGAL

PLAINTIFF'S
EXHIBIT

C

CUSTOMER COPY

VE Multi-Point Inspection (according to maintenance interval)
59 C 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

General Concern #1 (CUSTOMER STATES THAT WHEN TURNING WHEEL IT LOCKS IN WHATEVER DIRECTION AND TURNS HARD. ALMOST HAD MULTIPLE ACCIDENTS)

CAUSE: I
S5411904 NOT FOUND /ROAD TEST CHECK STEERING
1216 SARLI JR, VINCENT J LICH: Y
W94 0.30
FC: PART#: COUNT:
CLAIM TYPE: W
AUTH CODE:

(N/C)

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

EST: 165.00 25MAR20 13:50 SA: 1371

COMPANY NAME Service Contract
COMPANY PHONE
POLICY NUMBER
POLICY TERM ETCH
EFFECTIVE DATE 25 MAY 2018
DEDUCTIBLE 0.00
MILEAGE LIMIT
BEGIN MILES
END MILES

Tech, Checked all grounds, for Power Steer unit. On Right Side used Engine Compartment

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Manner of Authorization:
0	0			☐ In Person ☐ Via Fax ☐ Via Telephone ☐ Via E-Mail
Revised Estimate				☐ In Person ☐ Via Fax ☐ Via Telephone ☐ Via E-Mail

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP WITHOUT ANY WARRANTY OR GUARANTEE. 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 MANUFACTURER OR THE ORIGINAL PARTS 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 repairs specified in this invoice and that you had the opportunity to inspect the vehicle and received or exchanged any replaced parts as requested by you before paying this invoice. The vehicle is being returned to you.

CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

ALL PARTS INSTALLED
ARE NEW AND ALL
BODY PARTS ARE NEW
OEM UNLESS
OTHERWISE INDICATED.

PARTS RETURN
WAIVER:
I hereby waive the return
of any replaced parts.

INITIALS

DESCRIPTION
LABOR AMOUNT
PARTS AMOUNT
GAS, OIL, LUBE
SUBLET AMOUNT
MISC. CHARGES
TOTAL CHARGES
LESS INSURANCE
SALES TAX

PLEASE PRINT
THIS AMOUNT

PLAINTIFF'S
EXHIBIT

ALL-STATE LEGAL

LINE SPCODE TECH
A General Concern #1 (CUSTOMER STATES THAT THE
WHILE DRIVING)
100 PARTS ON ORDER FOR STEERING WHEEL LOCKING UP
WHILE DRIVING
1218 SARLI JR, VINCENT J LICH: Y
C 0.00

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

B Multi-point inspection (according to maintenance interval)
C Multi-point inspection (according to maintenance interval)
1218 SARLI JR, VINCENT J LICH: Y
C 0.00

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

EST: 165.00
CONTACT:

16APR20 07:55 SA: 1371

COMPANY NAME Service Contract
COMPANY PHONE
POLICY NUMBER ETCH
POLICY TERM
EFFECTIVE DATE 25 MAY 2018
DEDUCTIBLE 0.00
MILEAGE LIMIT
BEGIN MILES
END MILES
COMPONENTS

Original Estimate (Print & Stamp)	Total Work and Cost Approved	Approved By:	Date & Time	Manner of Authorization
				☐ In Person ☐ Via Fax ☐ Via Telephone ☐ Via E-Mail
Revised Estimate				☐ In Person ☐ Via Fax ☐ Via Telephone ☐ Via E-Mail

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE
DEALERSHIP AND WITHOUT ANY WARRANTY OR GUARANTEE. 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 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
MANUFACTURER OR THE ORIGINAL PARTS 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 ORDER, YOU acknowledge that you were notified of and authorized the Dealership to perform the
repairs and understand that you have the opportunity to inspect the vehicle and received or
acknowledged the repair order as required by you before paying this invoice. The vehicle is being returned to you
in the condition in which it was received.

ALL PARTS INSTALLED ARE NEW AND ALL BODY PARTS ARE NEW OEM UNLESS OTHERWISE INDICATED.	DESCRIPTION	TOTALS
PARTS RETURN WAIVER: I hereby waive the return of any replaced parts. INITIALS	LABOR AMOUNT	
	PARTS AMOUNT	
	GAS, OIL, LUBE	
	SUBLET AMOUNT	
	MISC. CHARGES	
	TOTAL CHARGES	
	LESS INSURANCE	
	SALES TAX	
	PLEASE PAY THIS AMOUNT	

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

CUSTOMER COPY



DAVID J. GORBERG & ASSOCIATES, P.C.

103 SIBLEY AVENUE
ARDMORE, PA 19003

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

215-665-7660
FAX 215-563-8738

www.MyLemon.com

DAVID J. GORBERG†
LAURA L. WOLFE†
COURTNEY L. SOFIA*
DANIEL B. UNGER§

*MEMBER OF PA AND NJ BARS
†MEMBER OF PA, NJ AND NY BARS
‡MEMBER OF PA AND MA BARS
§MEMBER OF PA BAR

NEW JERSEY OFFICE
1813 BERLIN ROAD
CHERRY HILL, NJ 08003

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

NEW YORK OFFICE
777 WESTCHESTER AVE, SUITE 101
WHITE PLAINS, NY 10604

December 19, 2019

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

RE: Our Client: [REDACTED]
Vehicle: 2018 Jeep Rubicon
Vin #: 1C4HJXFG5H [REDACTED]

Dear Sir or Madam:

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

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

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

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

Very truly yours,

David J. Gorberg

DAVID J. GORBERG

DJG/jm

RECEIVED

DEC 27 2019

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



LEASE

Garaging address (if different) N/A	Name, address, and telephone number TETERBORO CHRYSLER/PLYMOUTH 469 ROUTE 46 TETERBORO, NJ 07643 (201) 440-0222
Principal driver (if business use) N/A	

in it.

"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 BANK LEASE TRUST. Assignee's address and telephone number are: PO BOX 8140 COCKEYSVILLE MD 21030 (888) 925-2559 (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.

New/Used	Year	Make & Model	Body Style	Veh	Mileage	Primary Use: Personal, unless otherwise indicated below
NEW	2019	JEEP WRANGLER U	RUBICO	1C4HJXFG5	101	☐ Commercial, Business, or Agricultural
Number of Engine Cylinders		5	Transmission		☐ Automatic ☐ Manual	Brakes ☐ Power assisted ☐ Manual
Steering Mechanism		☐ Power assisted ☐ Manual		Air Cond. ☐ Yes ☐ No		
Dealer Installed Options		N/A				
Prior Use		☐ 1,000 miles or less on odometer ☐ Prior wreckage ☐ Unknown		GVW (if truck) 4336 ☐ Public Conveyance		
		☐ Personal, family, or household ☐ Demonstrator ☐ Livery ☐ Daily rental ☐ Police				

1. Amount Due at Lease Signing or Delivery (Itemized Below) \$ <u>5260.12</u>	2(a). Monthly Scheduled Payments Your first monthly payment of \$ <u>668.50</u> is due on <u>08/05/2019</u> , followed by <u>47</u> payments of \$ <u>668.50</u> due on the <u>5th</u> of each month. The total of your monthly payments is \$ <u>32088.00</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 14) \$ <u>N/A</u> N/A \$ <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.) \$ <u>36679.62</u>
--	--	--	---

* Itemization of Amount Due at Lease Signing or Delivery

5. Amount Due at Lease Signing or Delivery:	6. How the Amount Due at Lease Signing or Delivery will be paid:
a. Capitalized cost reduction \$ <u>3917.68</u>	a. Net trade-in allowance \$ <u>3917.68</u>
b. First monthly payment \$ <u>668.50</u>	b. Rebates and noncash credits \$ <u>N/A</u>
c. Single scheduled payment \$ <u>N/A</u>	c. Amount to be paid in cash \$ <u>1342.44</u>
d. Refundable security deposit \$ <u>N/A</u>	
e. Title fees \$ <u>N/A</u>	
f. Registration fees \$ <u>250.00</u>	
g. Sales/use tax \$ <u>24.94</u>	
h. DOC FEE \$ <u>399.00</u>	
i. N/A \$ <u>N/A</u>	
j. N/A \$ <u>N/A</u>	
k. Total \$ <u>5260.12</u>	d. Total \$ <u>5260.12</u>

7. Your scheduled payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the vehicle (\$ <u>58557.22</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>58726.22</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>3917.68</u>
c. Adjusted capitalized cost. The amount used in calculating your base scheduled payment	\$ <u>54808.54</u>
d. Residual value. The value of the vehicle at the end of the lease used in calculating your base scheduled payment	\$ <u>38177.75</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>16630.79</u>
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts	\$ <u>13569.85</u>
g. Total of base scheduled payment(s). The depreciation and any amortized amounts plus the rent charge	\$ <u>30200.64</u>
h. Lease payments. The number of payments in your lease	<u>48</u>
i. Base scheduled payment	\$ <u>629.18</u>
j. Sales/use tax (estimated)	\$ <u>39.32</u>
k. N/A	\$ <u>N/A</u>
l. Total scheduled payment	\$ <u>668.50</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.

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 \$ 0.20 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 \$ 38177.75 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.

SEE THE OTHER PAGES OF THIS LEASE FOR OTHER IMPORTANT AGREEMENTS INCLUDING A PROHIBITION OF TRANSFER OF YOUR INTEREST.

DEALER

11. Itemization of Gross Capitalized Cost.

a. Agreed upon value of the vehicle \$ 58557.22
b. Ally administrative fee + \$ N/A
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. **ETCHING** + \$ 169.00
k. N/A + \$ N/A
l. N/A + \$ N/A
m. N/A + \$ N/A
n. Gross Capitalized Cost = \$ 58726.22

12. Total Cost of the Lease. (If you are never in default, and you use your option to buy the vehicle at scheduled lease end)

Amount due at lease signing or delivery \$ 5260.12
Total of scheduled payments (other than any scheduled payment due at lease signing or delivery) + \$ 31419.50
Security deposit and any insurance included in the lease. - \$ N/A
Price if you buy the vehicle at scheduled lease end + \$ 38177.75
Total Cost of the Lease = \$ 74857.37
plus any related official fees and taxes.

13. 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. \$ 6436.40
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.

19. 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	Amount or Limit	Term	Signature of Lessee/Co-Lessee
Life Insurance (Monthly Payment Lease Only)	Lessee Co-Lessee Coverage is for lease term	Coverage limit \$ <u>N/A</u>	\$ <u>N/A</u> <u>N/A</u>	Lessee/Co-Lessee Initials <u>N/A</u> / <u>N/A</u>
Disability Insurance (Monthly Payment Lease Only)	Lessee Coverage is for lease term	Monthly Coverage limit \$ <u>N/A</u>	\$ <u>N/A</u> <u>N/A</u>	Lessee/Co-Lessee Initials <u>N/A</u> / <u>N/A</u>
<u>N/A</u>	<u>N/A</u> Months <u>N/A</u> Miles	Coverage limit \$ <u>N/A</u>	\$ <u>N/A</u> <u>N/A</u>	Lessee/Co-Lessee Initials <u>N/A</u> / <u>N/A</u>
Other Optional Products or Services				
ETCHING				
<u>N/A</u>				
<u>N/A</u> Months <u>N/A</u> Miles				

14. 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.

15. Lease Term: 48 months.

16. Total Allowed Mileage. The total mileage allowed on the odometer at lease end is 48101 miles.

Extra Miles. The total allowed mileage includes N/A extra miles that you are buying at \$ N/A 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.

17. Required Vehicle Insurance Information. You affirm that liability and physical damage policies that meet our requirements (see Section 23) are in force on the date of this lease as follows:

Insurance company name: _____
Insurance agency name: _____
Agency address: _____
Agency phone no.: _____
Agent's name: _____
Policy no.: _____

Deductibles: Collision \$ 0.00 Comprehensive \$ 0.00

18. 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.

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.

DEALER

Page 2 of 5

Lessee's Initials: N/A

21. **Late Charge.** If we do not receive a full monthly payment within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late to the vehicle, if you do not, we may pay it. Each time we pay any such fine or charge, you will pay us the amount we pay plus \$10. If we pay to remove a lien, you will pay us the amount we pay.

22. Charge for Fines and Other Items. You will pay promptly any fine, parking ticket, toll charge, toll penalty charge, moving violation fine, or similar charge relating to the vehicle. If you do not, we may pay it. Each time we pay any such fine or charge, you will pay us the amount we pay plus \$10. If we pay to remove a lien that did not agree to, you will pay us the amount we pay.

23. **Required Vehicle Insurance.** You must insure the vehicle through liability and physical damage policies. The policies must not exclude or restrict coverage you were to drive the vehicle, or when the driver is someone you allow to drive the vehicle or who is likely to drive the vehicle. The policies must show any additional insureds and loss payees that we require. You must give us proof of insurance when we ask. We require no other insurance.

For trucks of 10,000 lbs. GVW or more and public conveyance vehicles, liability insurance must instead (a) provide primary coverage of at least \$50,000 for proper combined single limit of at least \$1,000,000 for bodily injuries and property damage for any one accident, and umbrella coverage of \$1,000,000 or (b) have Physical Damage Insurance must be at least \$250,000 for bodily injuries and property damage for any one accident, and \$50,000 for bodily injuries for any or damage, \$100,000 for bodily injuries to any one person, and \$300,000 for bodily injuries for any one accident, and umbrella coverage of \$1,000,000 or (b) have

When you move to a new state, we will require coverage amounts in keeping with our requirements. The law may require you to maintain greater insurance coverage than this lease requires.

- Use the vehicle illegally, improperly, or for hire.
- Use the vehicle in a way that causes the insurance coverage on the vehicle to be ineffective.
- Remove the vehicle from the United States, except for trips to Canada of under 60 days.
- Move the vehicle to another state for more than 30 days without telling us.
- Change the vehicle without our written consent.
- Replace parts, accessories, or tires with rented or leased items.
- Expose the vehicle to seizure, confiscation, forfeiture, or other involuntary transfer.
- Allow a lien to be placed on the vehicle unless we agree.

5. **Maintenance, Repairs, Operating Expenses, and Damage.** You will maintain and repair the vehicle to keep it in good condition. Replacement sheet metal must be new original equipment manufacturer parts. Other replacement parts must be original equipment manufacturer parts or parts of equal quality and design. Insurance will pay for repairs, ask your insurance company to specify original equipment manufacturer sheet metal.) You will pay all maintenance, repair, and operating expenses, including gas and oil. If the odometer stops working, you must fix it immediately. You will service the vehicle as the manufacturer recommends. You will follow the manufacturer's instructions in any recall. If you don't do these things, we may do them. You will owe us our cost if we do. We may also charge you for any of these things.

Excess Wear. Excess wear is wear that is beyond the minor wear reasonably expected to result from ordinary, everyday use, assuming that you use the vehicle as the lease permits (see Section 24) and that you maintain it as this lease requires (see Section 25). Excess wear includes: (A) glass that is damaged, engraved, or that is tinted; (B) a damaged or corroded body, trim, frame, crossmember, suspension, engine, powertrain, or other mechanical part; (C) damaged, engraved, or that is damaged, or stained interior or trunkliner; (D) sheet metal of equal or better quality and design (including a missing wheel, wheel cover, jack, or tire) that was delivered and not replaced with equipment or parts of equal or better quality and design (including a missing wheel, wheel cover, jack, or tire) (including spare) that is unsafe, is not the size and type the manufacturer recommends, is recapped or a snow tire, or has less than 1/8 inch of tread left at the mildest point; (H) a damaged or worn brake that does not meet government safety standards; (I) oil leaks or low oil pressure; (J) a malfunctioning electrical system, including headlights; (K) holes that you drilled in the vehicle; (L) any change to the vehicle that damages the vehicle or compromises its structural integrity; (M) any other condition that makes the vehicle run in a noisy, rough, improper, unsafe, or unlawful way; and (N) any other damage, whether or not insurance covers it.

Monthly Payment Lease - This lease is scheduled to end on the date that is determined as follows: (1) Start with the date on which the second payment is due in that date is not an actual calendar date because the month has too few days) (See Section 2(a)); (2) Move that date forward by the number of months in lease term (Section 15), minus one month; and (3) Subtract one day. If the resulting date is not an actual calendar date (because the month has too few days), the scheduled lease end date is the last actual date in that month minus one day.

Lease End Daily Extension. At scheduled lease end, if you keep the vehicle and do not buy it at that time, you elect to extend the lease. You will pay a daily extension charge beginning on the eighth day after the scheduled lease end date and ending when you return the vehicle. The charge per day is the greater of: (1) 17 times the Residual Value (Section 7(d)); or (2) \$25. Unless we agree to a longer extension, you may not extend the lease for more than 30 days. We may impose a shorter limit. During the daily extension period, you agree to comply with the terms of this lease, other than terms that apply to monthly payments and early termination. The total allowed mileage will not increase.

You do not pay on time.
You made a material misrepresentation when you applied for this lease.
You start a bankruptcy, receivership, or insolvency proceeding or one is started against you or your property.
You break any other agreements in this lease.
You do anything the law says is a default.

Vehicle Return. Unless you buy the vehicle, you will return the vehicle (including any dealer-installed options you do not buy outright) at lease end to any place we tell you. After you return the vehicle, you will call us promptly and tell us where you returned the vehicle.

Option to Buy the Vehicle. You have an option to buy the vehicle. The price to buy the vehicle on or after the start of the last monthly period is disclosed in Section 9. The purchase option price disclosed in Section 9 is the price for which we would sell the vehicle to you after the start of the last monthly period.

Price to Buy the Vehicle. If you buy the vehicle, the price to buy the vehicle before the start of the last monthly period is: (1) the price to buy the vehicle disclosed in Section 9, plus the base monthly payment times the number of payments not yet due, minus (2) the price to buy the vehicle disclosed in Section 9, plus the base monthly payment times the number of full monthly periods between early end and scheduled end, minus (3) any unearned rent charge figured by the Actuarial Method (see Section 9).

ness of when you buy the vehicle, you must also pay any related official fees and
ometer Disclosure. Federal law requires you to tell us the vehicle's mileage in
ted if you do not complete the disclosure or if you make a false statement.

34. **What You Owe If You Buy the Vehicle.** If you have paid us the amount you must pay to buy the vehicle under Section 32 and kept your agreements, you will owe us nothing more.

35. **What You Owe at Scheduled End, or If You End This Lease On or After the Start of the Last Monthly Period, and You Do Not Buy the Vehicle.** You will owe us: (1) any Disposition Fee shown in Section 3 (unless waived; see Section 14); (2) any excess mileage charge (Sections 8, 16, and 20); (3) our estimated or actual cost of repairing excess wear (we do not have to make repairs); (4) any lease and daily extension charge (Section 28); and (5) any additional amounts due under Section 41. We will give you any credits due under Section 41. However, if the vehicle is a total loss before the scheduled lease end date, you will owe us the amount described in Section 39 (Monthly Payment Lease) or Section 40 (Single Payment Lease).

You may get a professional appraisal at the end of the lease term of the amount required to repair or replace parts, or the amount by which excess wear reduced the vehicle's value. The appraiser must be an independent third party. You and we must agree on the appraiser. You must pay for the appraisal. The appraisal will be binding on you and us.

36. **What You Owe If You End This Lease Before the Start of the Last Monthly Period, and You Do Not Buy the Vehicle - Monthly Payment Lease.**

(a) **What You Owe:** You will owe us an Early End Charge as follows:

- The base monthly payment times the number of payments not yet due,
- Any unearned rent charge figured by the Actuarial Method (see Section 42), based on the number of full monthly periods between early end and scheduled end
- Any Surplus (see definition in this section) on the vehicle sale
- = The total. If this total is less than zero, we will not give you a refund or credit.

If there is no Surplus, you will also owe us any Early Excess Mileage and Wear Charge (see definition in this section).

You will also owe us: (1) any Disposition Fee shown in Section 3 (unless waived; see Section 14); and (2) any additional amounts due under Section 41. We will give you any credits due under Section 41.

(b) **Definition of "Realized Value" and "Surplus":** We will sell the vehicle at wholesale. We will use the sale price of the vehicle as its Realized Value, unless you get an independent appraisal of the wholesale value of the vehicle that could be realized at sale (see below in this section). If you get such an appraisal, we will use the appraised value of the vehicle as its Realized Value. If the Realized Value exceeds Residual Value (Section 7(d)), the excess is the Surplus. If the Realized Value is the same as or less than Residual Value, there is no Surplus.

Your Right to Obtain an Independent Appraisal of the Vehicle's Wholesale Value. You may get a professional appraisal of the wholesale value of the vehicle that could be realized at sale. The appraiser must be an independent third party. You and we must agree on the appraiser. You must pay for the appraisal and get it within a reasonable time after lease end. The appraised value will then be used as the Realized Value.

(c) **Definition of "Early Excess Mileage and Wear Charge":** Our estimated or actual cost of any repairs the vehicle needs because of excess wear (we do not have to make repairs), plus any excess mileage charge (Sections 8, 16, and 20). This charge will not exceed the Residual Value (Section 7(d)) of the vehicle minus its Realized Value (Section 36(b)).

37. **What You Owe If You End This Lease Before the Start of the Last Monthly Period, and You Do Not Buy the Vehicle - Single Payment Lease.**

(a) **What You Owe:** The single scheduled payment due at lease signing prepays the rent charge, depreciation, and any amortized amounts.

We will give you a credit for any unearned rent charge, figured by the Actuarial Method (see Section 42) based on the number of full monthly periods between early end and scheduled end.

We will give you a credit for any Surplus (see Section 36(b)), up to the amount of the Remaining Prepaid Depreciation (see definition in this section). If the vehicle's Realized Value (Section 36(b)) is less than its Residual Value, you will also owe us any Early Excess Mileage and Wear Charge (Section 36(c)).

You will also owe us: (1) any Disposition Fee shown in Section 3 (unless waived, see Section 14); and (2) any additional amounts due under Section 41. We will give you any credits due under Section 41.

If the sum of the credits exceeds the sum of the amounts due, we will refund the difference to you. If the sum of the amounts due exceeds the sum of the credits, you will owe us the difference.

(b) **Definition of "Remaining Prepaid Depreciation":** The Remaining Prepaid Depreciation is:

- The base single scheduled payment
- + The number of months in the lease
- x The number of full monthly periods between early end and the scheduled lease end date
- The unearned rent charge credit

38. **Our Rights Upon Default (Including What You Owe Upon Default).** If you are in default, we may, subject to any right to reinstate the lease that you may have:

- End this lease and require you to pay the amount you would have owed: (1) under Section 36 (Monthly Payment Lease) or Section 37 (Single Payment Lease) if you had ended the lease before the start of the last monthly period; or (2) under Section 35 if you had ended the lease on or after the start of the last monthly period.
- Take the vehicle from you without demand. If the law permits, we may go on your property to take the vehicle. If the vehicle has an electronic locating device, we may use the device to find the vehicle.
- Sue you for damages and to get the vehicle back.
- Pursue any other remedy the law gives us.

We will exercise our rights without breach of the peace, at reasonable times and places, in a reasonable way, as the law permits. We may take and store any personal items that are in the vehicle. If you do not ask for these items back, we may dispose of them as the law allows. You will pay our reasonable expenses of taking these actions as the law allows. These expenses may include expenses of taking and storing the vehicle, attorney's fees, collection costs, and court costs.

39. **Total Loss Before the Scheduled Lease End Date - Monthly Payment Lease.**

(a) **Total Loss With a Settlement Under the Required Insurance Coverage:** If the vehicle is a total loss before the scheduled lease end date, and we get an insurance settlement under a policy that complies with our requirements (Section 23), you have gap protection.

If the money we get from your insurance is more than the Unamortized Capitalized Cost (see definition in this section), we will not give you a credit for any excess.

If the money we get from your insurance is less than the Unamortized Capitalized Cost (see definition in this section), you will owe the difference up to the amount of your insurance deductible. If the difference is more than your insurance deductible, you will also owe an excess mileage charge (Sections 8, 16, and 20), up to credit for unused extra miles.

We will figure the excess mileage charge as if the lease had ended as scheduled. There will be no credit for unused extra miles.

You will also owe us any additional amounts due under Section 41. We will give you any credits due under Section 41.

(b) **Total Loss Without a Settlement Under the Required Insurance Coverage:** There is no gap protection if the vehicle is a total loss before the scheduled lease end date and: (1) we do not get an insurance settlement; or (2) we get an insurance settlement under a policy that does not comply with our requirements (see Section 23). You will owe us: (1) the Unamortized Capitalized Cost (see definition in this section); minus (2) any money we get from your insurance; minus (3) if the vehicle is returned to us, its Realized Value (Section 36(b)). If the vehicle is not returned to us, the Realized Value is zero, and you will not have an independent appraisal right (Section 36(b)). If any money we get from your insurance plus the realized value exceeds the Unamortized Capitalized Cost, we will not give you a credit for any excess.

You will also owe us any additional amounts due under Section 41, plus, if the vehicle is returned to us, any Disposition Fee shown in Section 3 (unless waived; see Section 14). We will give you any credits due under Section 41.

(c) **Definition of "Unamortized Capitalized Cost":** The base monthly payment times the number of payments not yet due, minus any unearned rent charge figured by the Actuarial Method (see Section 42) based on the number of full monthly periods between early end and scheduled end, plus the Residual Value (Section 7(d)).

40. **Total Loss Before the Scheduled Lease End Date - Single Payment Lease.**

(a) **Total Loss With a Settlement Under the Required Insurance Coverage:** If the vehicle is a total loss before the scheduled lease end date, and we get an insurance settlement under a policy that complies with our requirements (Section 23), you have gap protection.

We will give you a credit for any unearned rent charge, figured by the Actuarial Method (see Section 42) based on the number of full monthly periods between early end and scheduled end.

We will give you a credit for the Remaining Prepaid Depreciation (Section 37(b)).

If the money we get from your insurance is more than the sum of the Residual Value (Section 7(d)) plus the Remaining Prepaid Depreciation (Section 37(b)), we will not give you a credit for any excess.

If the money we get from your insurance is less than the sum of the Residual Value (Section 7(d)) plus the Remaining Prepaid Depreciation (Section 37(b)), you will owe the difference up to the amount of your insurance deductible. If the difference is more than your insurance deductible, you will also owe an excess mileage charge (Sections 8, 16 and 20), up to the amount by which the difference exceeds your deductible. We will figure the excess mileage charge as if the lease had ended as scheduled. There will be no credit for unused extra miles.

You will also owe us any additional amounts due under Section 41. We will give you any credits due under Section 41.

If the sum of the credits exceeds the sum of the amounts due, we will refund the difference to you. If the sum of the amounts due exceeds the sum of the credits, you will owe us the difference.

(b) **Total Loss Without a Settlement Under the Required Insurance Coverage:** There is no gap protection if the vehicle is a total loss before the scheduled lease end date and: (1) we do not get an insurance settlement; or (2) we get an insurance settlement under a policy that does not comply with our requirements (see Section 23). You will owe us: (1) the Residual Value (Section 7(d)); minus (2) any money we get from your insurance; minus (3) if the vehicle is returned to us, its Realized Value (Section 36(b)). If the vehicle is not returned to us, the Realized Value is zero, and you will not have an independent appraisal right (Section 36(b)). If any money we get from your insurance, plus the Realized Value exceeds the Residual Value, we will give you a credit for the excess, up to the amount of the Remaining Prepaid Depreciation (Section 37(b)). We will give you a credit for any unearned rent charge, figured by the Actuarial Method (see Section 42) based on the number of full monthly periods between early end and scheduled end.

DEALER

You will also owe us any additional amounts due under Section 41, plus, if the vehicle is returned to us, any Disposition Fee shown in Section 3 (unless waived see Section 14). We will give you any credits due under Section 41.

If the sum of the credits exceeds the sum of the amounts due, we will refund the difference to you. If the sum of the amounts due exceeds the sum of the credits you will owe us the difference.

41. Additional Credits and Amounts Due. Regardless of how the lease ends, you will owe us any unpaid fees and taxes, including any tax on what you owe because this lease ends early, plus any amounts due because you broke agreements in this lease. We may cancel any optional insurance or service, maintenance or other contracts that we financed for you. We will give you a credit for any amount we get from cancellations. If the lease ends on or after the start of the next-to-last monthly period and you do not buy the vehicle, we will give you a credit for any unused extra miles, unless the vehicle is a total loss (see Section 16).

42. Actuarial Method of Figuring the Unearned Rent Charge. We will use the Actuarial Method to figure the unearned rent charge on a monthly basis. We will treat the rent charge for each monthly period as fully earned on the period's first day. If this is a monthly payment lease, we will treat each monthly payment that you made as if we received it on its due date. We will give you a written explanation of the Actuarial Method upon request.

43. Security Deposit. If you paid a security deposit, we will use it at lease end to pay anything you owe under this lease and do not pay. We will not pay you interest on the security deposit. We will not add to the security deposit any proceeds, money, or funds we receive from the security deposit. After lease end, we will give back any part of the security deposit that remains.

44. Assignment By Lessor. If this lease is assigned, the assignee may designate Vehicle Asset Universal Leasing Trust, or its trustee, as agent to hold title for the benefit of the assignee on the vehicle's certificate of title and/or registration.

Any sale and assignment will not be considered to change materially your duties, burden, or risk under this lease. Neither the assignee nor Vehicle Asset Universal Leasing Trust will have to make any repairs to the vehicle, get any insurance, or perform any service Lessor has agreed to perform under this lease. You will look only to Lessor for these services.

If we assign this lease, you will not receive notice of assignment.

45. PROHIBITION OF TRANSFER OF YOUR INTEREST. YOU WILL NOT SUBLEASE OR OTHERWISE TRANSFER (EXCEPT TO YOUR ESTATE) ANY RIGHT OR INTEREST YOU HAVE UNDER THIS LEASE OR IN THE VEHICLE WITHOUT OUR PRIOR WRITTEN CONSENT.

46. Indemnity. You will protect us from all losses, damages, injuries, claims, demands, and expenses arising out of the condition, maintenance, use, or operation of the vehicle. You agree to indemnify, and hold harmless, us and our assigns from all such losses, damages, injuries, claims, demands, and expenses.

47. Servicing and Collection Contacts. We may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. We may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

THIS IS
must be
LESSEE
We may
NOTICE
YOU AG
TO TAK
YOU CO

LESSEE

CO-LESSEE: X/N/A

contains the entire agreement between you and us relating to the lease of the vehicle. Any change to this lease is not binding.

BY: X CO-LESSEE: X/N/A

rights under this lease without losing them.

EMENT BEFORE YOU READ IT. 2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.

YOU CONFIRM THAT BEFORE YOU SIGNED THIS LEASE, WE GAVE IT TO YOU, AND YOU WERE FREE

SENT AND RECEIVED A COPY AT LITTLE FERRY NJ ON 08 05 2019
(city) (state) (month) (day) (year)

NOTICE: THE LESSEE AND THE LESSOR SHALL BE ENTITLED TO REVIEW THE CONTRACT FOR ONE BUSINESS DAY BEFORE

Lessee and any Co-Lessee shall have had at least one business day to review the lease before signing it.
Lessee (and Co-Lessee) i

BY: X

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 shall assign all right, title, and interest in this lease to the Intended Assignee, under the terms of the Lease Plan Dealer Agreement in effect from the date of the assignment (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.

TITLE: DATE: 08/05/2019

DEALER

CUSTOMER

INVOICE

Chrysler Dodge Jeep Ram Fiat Manhattan
629 West 54th Street
New York, NY 10019
212-549-2208
www.nycjeep.com

PAGE 1

SERVICE ADVISOR: 88 VIVIAN PARDINA

BLACK	19	JEEP WRANGLER	1C4HJXFG5	VIN	LICENSE	MILEAGE IN / OUT	TAG
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN19 DD	01JAN2019	17:00	30SEP19		189.95	CASH	04OCT19
R.O. OPENED	READY	OPTIONS:					
09:37	30SEP19	10:57	04OCT19				

LINE OPCODE TECH TYPE HOURS

A C/S CHECK ENGINE LIGHT IS ON

ELEC ELECTRICAL CONCERN PLEASE CHECK AND REPORT

845454 W

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

tech confirmed and upon scanning for codes found Battery B state of charge. using midtronics battery tester tech tested both main and aux batteries separately and both batteries found to be healthy. tech inspected fuse array for proper torque and continuity. tech found fuse #2 150a for aux battery blown. removed and replaced fuse array vehicle driven mil off

B C/S ALL LIGHTS WERE ON DASH. START/STOP.

ELEC ELECTRICAL CONCERN PLEASE CHECK AND REPORT

845454 W

1 68368853AA 08017002Y FUSE-Z CASE

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

C MULTIPOINT INSPECTION

MP MULTIPOINT INSPECTION

845454 ISP

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

D DIAGNOSTIC \$289.00 + TAX FOR EVALUATION AND TIME SPENT ON VEHICLE IF NOT COVERED UNDER WARRANTY

DIAG waived

845454 ISP

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

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Manner of Authorization
				☐ In Person ☐ Via Fax ☐ Via Telephone ☐ Via E-Mail
Revised Estimate				☐ In Person ☐ Via Fax ☐ Via Telephone ☐ Via E-Mail

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS, WITHOUT ANY WARRANTY OR GUARANTEE. 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 MANUFACTURER OR THE ORIGINAL PARTS 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 had the opportunity to inspect the vehicle and received or inspected any replaced parts as requested by you before paying this invoice. The vehicle is being returned to you in exchange for your payment of the Amount Due.

ALL PARTS INSTALLED	DESCRIPTION	TOTALS
ARE NEW AND ALL	LABOR AMOUNT	0.00
BODY PARTS ARE NEW	PARTS AMOUNT	0.00
OEM UNLESS	GAS, OIL, LUBE	0.00
OTHERWISE INDICATED.	SUBLET AMOUNT	0.00
	MISC. CHARGES	0.00
PARTS RETURN	TOTAL CHARGES	0.00
WAIVER:	LESS INSURANCE	0.00
I hereby waive the return of any replaced parts.	SALES TAX	0.00
INITIALS	PLEASE PAY THIS AMOUNT	0.00

DATE CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

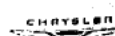
DealerCAR 2014 CDK Global, LLC (01/17) SERVICE INVOICE TYPE 2 28132 - "AS-IS" - NY - 0506407

CUSTOMER COPY

REGISTRATION NUMBER:
FACILITY NUMBER: 7124765

CUSTOMER #

INVOICE



Chrysler Dodge Jeep Ram Fiat Manhattan
629 West 54th Street
New York, NY 10019
212-549-2208
www.nycjeep.com

PAGE 1

SERVICE ADVISOR:

88 VIVIAN PARDINA

BLACK	19	JEEP WRANGLER	VIN	LICENSE	MILEAGE IN/OUT	TAG
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT
01JAN19 DD	01JAN2019	17:00	30SEP19		189.95	CASH
R.O. OPENED	READY	OPTIONS:				04OCT19

09:37 30SEP19 10:57 04OCT19

LINE OPCODE TECH TYPE HOURS

A C/S CHECK ENGINE LIGHT IS ON

ELEC ELECTRICAL CONCERN PLEASE CHECK AND REPORT

845454 W

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: (N/C)
0.00
tech confirmed and upon scanning for codes found Battery B state of
charge. using midtronics battery tester tech tested both main and aux
batteries separately and both batteries found to be healthy. tech
inspected fuse array for proper torque and continuity. tech found fuse
#2 150a for aux battery blown. removed and replaced fuse array vehicle
driven mil off

B C/S ALL LIGHTS WERE ON DASH. START/STOP.

ELEC ELECTRICAL CONCERN PLEASE CHECK AND REPORT

845454 W

1 68368853AA 08017002Y FUSE-Z CASE

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

C MULTIPOINT INSPECTION

MP MULTIPOINT INSPECTION

845454 ISP

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

D DIAGNOSTIC \$289.00 + TAX FOR EVALUATION AND TIME SPENT ON VEHICLE IF
NOT COVERED UNDER WARRANTY

DIAG waived

845454 ISP

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

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Manner of Authorization
Revised Estimate				☐ In Person ☐ Via Fax ☐ Via Telephone ☐ Via E-Mail ☐ In Person ☐ Via Fax ☐ Via Telephone ☐ Via E-Mail

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE
DEALERSHIP AS IS, WITHOUT ANY WARRANTY OR GUARANTEE. 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
MANUFACTURER OR THE ORIGINAL PARTS 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 had the opportunity to inspect the vehicle and received or
inspected any replaced parts as requested by you before paying this invoice. The vehicle is being returned to you
in exchange for your payment of the Amount Due.

ALL PARTS INSTALLED	DESCRIPTION	TOTALS
ARE NEW AND ALL	LABOR AMOUNT	0.00
BODY PARTS ARE NEW	PARTS AMOUNT	0.00
OEM UNLESS	GAS, OIL, LUBE	0.00
OTHERWISE INDICATED.	SUBLET AMOUNT	0.00
	MISC. CHARGES	0.00
PARTS RETURN	TOTAL CHARGES	0.00
WAIVER:	LESS INSURANCE	0.00
I hereby waive the return	SALES TAX	0.00
of any replaced parts.	PLEASE PAY	
INITIALS	THIS AMOUNT	0.00

DATE CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

DealerCAP 2014 CDK Global, LLC (01/17) SERVICE INVOICE TYPE 2 - 8810 - "AS-IS" - NY - 0806187

CUSTOMER COPY

REGISTRATION NUMBER:
FACILITY NUMBER: 7124765

AVIS

We are proud to feature a 100% smoke-free fleet!

RENTAL AGREEMENT NUMBER:

RECEIPT

Your Information

Customer Name:
Wizard Number:
Avis Worldwide Discount:
Customer Status:
Method of Payment:

Your Vehicle Inform

Vehicle Number:
Vehicle Group Rented:
Vehicle Group Charged:
Vehicle Description:
License Plate Number:
Odometer Out:
Odometer In:
Total Driven:
Fuel Reading:

Your Rental

Pickup Date/Time: OCT 11, 2019@10:17AM
Pickup Location: 25 BOWERY BAY BOULEVARD
LAGUARDIA AIRPORT
FLUSHING, NY, 11371, US
718-507-3608

Return Date/Time: OCT 18, 2019@8:06AM
Return Location: 25 BOWERY BAY BOULEVARD
LAGUARDIA AIRPORT
FLUSHING, NY, 11371, US
718-507-3608

Additional fees may apply
if changes are made
to your return date, time
and/or location.

Your Vehicle Charges (MIN 1 DAY / MAX DAY)

Rate Chart:	Free Miles:	Time and Mileage:
Miles: UNLIMITED		Your Discount:
Hourly: 57.76		1 WK @ 522.00 =
Daily: 87.00		522.00
Ad'l day: 0.00		
Weekly: 522.00		Time and Mileage:
Monthly: 1848.00		522.00

Agreed upon upgrade at 15.50 /Day

Your Optional Products/Services

**PAI RATE \$1/DAY AFTER 3RD DAY
Fuel Service = (16.9 Gal Out- 10.7 Gal In) 4.910/GAL

Optional Services Total: 0.00

Your Taxable Fees

11.11% Concession Recovery Fee	61.38
Fuel Service	30.44
C.R.F. SURCHARGE 0.50/DY	3.50
Sub-total-Charges:	617.32
TAX 20.875%	128.87

Your Non-Taxable Products/Services

Your Total Charges paid:	746.19
Prepayment	0.00

Net Charges:	USD 746.19
Your Total Due:	0.00

Thank you for renting with Avis.
For all other inquiries, please contact us at 1-800-352-7900 or www.Avis.com.
At Avis, we are committed to providing you with the best rental experience in the industry. We are in the business of treating people like people.
THANK YOU FOR BEING A LOYAL AVIS CUSTOMER. PLEASE VISIT AVIS.COM FOR YOUR MOST RECENT POINT BALANCE. PLEASE ALLOW 72 HOURS FOR POINTS EARNINGS TO POST TO YOUR ACCOUNT.

Your vehicle was rented to you by EVELYN.

Your vehicle was checked in by 12345.



ROBERT M. SILVERMAN**
CRAIG THOR KIMMEL**

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) 751-4152, F (856) 216-7344
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
NEW YORK OFFICE, 1001 Avenue of the Americas, 11th 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
CALIFORNIA OFFICE, 388 Market Street, Suite 1300, San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817
OHIO OFFICE, 4031 Colonel Glenn Highway, Suite 450, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817
BUCKS COUNTY OFFICE, Box 400, 400 South Main Street, 1st Floor, New Hope, PA 18938, P (267) 468-7669, F (215) 540-8817

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

JACQUELINE C. HERRITT**
ROBERT A. RAPKIN**
ANGELA K. TROCCOLI**
AMY L. BENNETT GINSBURG**
W. CHRISTOPHER COMONOV**
JASON L. GRESH**
CHAD P. DOMAN**
JACOB U. GINSBURG**
SHAWN BACHMAN**

* Member, PA Bar
* Member, NJ Bar
* Member, DE Bar
* Member, NY Bar
* Member, MA Bar
* Member, MD Bar
* Member, OH Bar
* Member, NH Bar
* Member, CT Bar
* Member, TN Bar
* Member, WY Bar
* Member, DC Bar
* Member, CA Bar
* Member, WI Bar
* Member, FL Bar
* Member, AZ Bar
* Member, TX Bar
* Member, WV Bar

July 14, 2020

FCA US LLC - Via Fed Ex
Via Email to mail@rosewaldorf.com

RE: Pre-Lit Program
v. FCA US LLC
Vehicle Type: 2019 JEEP WRANGLER
VIN: 1C4HJXEN0

RECEIVED

JUL 22 2020

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 his 2019 Jeep Wrangler. I am attaching the clients' sales and service documents for your review. As you can see, my client has returned to the dealership seeking repair for various defects exhibited by the vehicle.

Please allow this letter to serve as notice the relevant warranties provided by FCA US LLC have been breached and FCA US LLC is hereby afforded an opportunity to repair the subject vehicle only to the extent required by New York and federal law. This notice and opportunity to repair applies only to claims that may be maintained under the Magnuson-Moss Warranty Act (the "Act"), and does not apply to any other claims or causes of action that may be instituted in this matter. This notice is being sent in an abundance of caution as law in New York is unsettled. The above-captioned individual expressly reserves all rights to interpret, and pursue claims under, the Act and any other relevant law.

If FCA US LLC wishes to effectuate any repair attempt pursuant to this notice, please contact the undersigned within ten (10) business days. Thank you.

Please also advise if FCA US LLC is interested in alternative dispute resolution in this matter.

I look forward to hearing from you.

RMS/jh
Enclosure

FCA US LLC
Office of the General Counsel

CUSTOMER #:



INVOICE

Chrysler Dodge Jeep Ram Fiat Manhattan
629 West 54th Street
New York, NY 10019
212-549-2208
www.nycjeep.com

PAGE 1

SERVICE ADVISOR: 82 Gordon Grubb

COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN / OUT		TAG
SILVER	19	JEEP WRANGLER UNLIMI		1C4HJXEN0		1058/1060		T3119
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	
24JAN20 DD			17:00 06APR20		189.95	CASH	21MAY20	

R.O. OPENED	READY	OPTIONS:
11:32 06APR20	13:20 21MAY20	SOLD-STK:JE19607 ENG:EC3 TRN:DFT

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A VEHICLE TOWED IN - COMPLETELY DEAD - NOT TAKING A CHARGE - REPORT CAUSE: E							

99 REPLACED POWER STEERINGH PUMP

844452 W

1 BBH6F001AA 01083001Y BATTERY-STORAGE

1 68247930AF 19054002Y PUMP-POWER STEERING

2 68088485AB 01081032Y *FLUID-POWERSTEERING

(N/C)

(N/C)

(N/C)

(N/C)

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

B DIAGNOSTIC FEE TO CHECK VEHICLE IF NOT COVERED BY WARRANTY \$285 PLUS TAX

99 WAVED DIAG. FEE - COVERED BY WARRANTY - SEE

LINE A

844452 ISP

(N/C)

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

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Manner of Authorization	ALL PARTS INSTALLED ARE NEW AND ALL BODY PARTS ARE NEW OEM UNLESS OTHERWISE INDICATED.	DESCRIPTION	TOTALS
\$	\$			☐ In Person ☐ Via Telephone ☐ Via Fax ☐ Via E-Mail	I hereby waive the return of any replaced parts. INITIALS	LABOR AMOUNT	0.00
Revised Estimate	\$			☐ In Person ☐ Via Telephone ☐ Via Fax ☐ Via E-Mail		PARTS AMOUNT	0.00
						GAS, OIL, LUBE	0.00
						SUBLET AMOUNT	0.00
						MISC. CHARGES	0.00
					PARTS RETURN WAIVER:	TOTAL CHARGES	0.00
						LESS INSURANCE	0.00
						SALES TAX	0.00
						PLEASE PAY THIS AMOUNT	0.00

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS, WITHOUT ANY WARRANTY OR GUARANTEE. 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 MANUFACTURER OR THE ORIGINAL PARTS 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 had the opportunity to inspect the vehicle and received or inspected any replaced parts as requested by you before paying this invoice. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

REGISTRATION NUMBER: FACILITY NUMBER: 7124765

CUSTOMER #

WORKORDER

PAGE 1



Chrysler Dodge Jeep Ram Fiat Manhattan
629 West 54th Street
New York, NY 10019
212-549-2208
www.nycjeep.com

REGISTRATION NUMBER:
FACILITY NUMBER: 7124765

SERVICE ADVISOR: 2 Grubb, Gordon

VIN		LICENSE		MILEAGE IN/ OUT		TAG	
SILVER		19		JEEP WRANGLER UNLIMI		1C4HJXEN0K	
DEL DATE		PROD. DATE		WARR. EXP.		PROMISED	
24JAN20 DD				17:00		23JUN20	
R.O. OPENED		READY		OPTIONS: SOLD-STK:JE19607		ENG:EC3 TRN:DFT	

23JUN2020 09:13

LINE	OP CODE	FRH	TECH...	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A		0.00		C	OWNER STATES VEHICLE SHUT DOWN ON HIGHWAY - HAD TO SIT @ 20 MINS. BEFORE WOULD RESTART - CHECK ENGINE LIGHT ON NOW - CHECK OUT AND REPORT

# B		0.00		C	OWNER HAS CASE STARTED WITH FCA
-----	--	------	--	---	---------------------------------

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS, WITHOUT ANY WARRANTY OR GUARANTEE. THE DEALERSHIP HEREBY 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 ANY PARTS OR ACCESSORIES OR ANY REPAIRS PERFORMED TO THE VEHICLE. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR ORIGINAL PARTS 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.

LABOR COSTS: Our labor charges may be based on a Job Rate, an Hourly Rate multiplied by clock hours, Flat Rate Manual time, or a combination thereof. See "Rate" above. Our Hourly Rate is \$NA. The Manual(s) used for Flat Rates is NA.
You have the right to review time rates as listed in the Manual upon request.

PAYMENT TERMS: I agree to pay for the inspection and repairs I authorize, along with the necessary materials, in Cash or approved credit card upon completion of the repairs unless the Dealership agrees to other payment arrangements in advance. If I authorize commencement of repairs or disassembly of the vehicle or a vehicle component for diagnostic purposes and do not authorize completion of a repair or service, I understand that a charge will be imposed for disassembly, reassembly or partially completed work and I agree to pay the same. A garageman's lien is hereby acknowledged on the vehicle to secure the cost of labor, materials, parts and other authorized changes.

By Signing Below: I agree that: (1) I have read this Repair Order and I authorize the completion of the services/repairs listed above in accordance with the terms and conditions herein; (2) the Dealership is not responsible for any delays caused by the unavailability of parts or shipping by a supplier or transporter or for any loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, hail, wind or any other cause beyond its control; (3) the Dealership may operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle; and (4) I authorize the retrieval of on-board data as needed to facilitate vehicle repairs and the sharing of that data with the vehicle manufacturer for diagnostic or research purposes.

Customer X
Date _____
DealerCAP 2014 CDK Global, LLC (01/17) WORKORDER TYPE 2 - ZSW2C - "AS-IS" - NY - 9696496

ESTIMATE: OUR DEALERSHIP WILL PROVIDE YOU WITH AN ESTIMATE OF THE COST OF PARTS AND LABOR NECESSARY TO PERFORM REPAIRS UPON REQUEST. YOUR BILL WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR AUTHORIZATION. PLEASE INITIAL BESIDE THE KIND OF ESTIMATE YOU WANT TO RECEIVE.

INITIALS WRITTEN ESTIMATE _____ ORAL ESTIMATE _____ NO ESTIMATE

☐ It is necessary to disassemble the vehicle to provide an estimated price for repairs. The estimated tear-down and reassembly charge is \$ _____ and does not include the cost of repairs.

PRELIMINARY ESTIMATE/DIAGNOSTIC FEE \$ _____

STORAGE CHARGES: A storage charge equal to \$NA will be assessed and shall accrue daily if I fail to pick up the vehicle within NA business day(s) from the date I am notified that the repairs are complete or after the communication of an estimate if I fail to authorize repairs.

Original Estimate (1) (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Manner of Authorization
\$	\$			☐ In Person ☐ Via Telephone ☐ Via Fax/E-mail
Revised Estimate (2) \$	\$			☐ In Person ☐ Via Telephone ☐ Via Fax/E-mail

PARTS: All parts installed are new and all body shop parts are new OEM parts unless otherwise indicated. Remanufactured and refurbished parts that meet manufacturer approved source part requirements may be installed at our discretion. Additional information is available upon request. Replaced parts will be returned to you upon written request, except those parts which are subject to a manufacturer's warranty or sold on an exchange basis.

Discard Replaced Parts _____ (INITIAL) Save Replaced Parts _____ (INITIAL)

CUSTOMER COPY

2019 MODEL YEAR



WRANGLER UNLIMITED SAHARA 4X4

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: **\$38,395**

Jeep® Wrangler Unlimited Sahara
Exterior Color: Silver Metallic Clear-Coat Exterior Paint
Interior Color: Black Interior Color
Interior: Leather-Trimmed Seats w/ Sahara Logo
Engine: 2.0-Liter 4 DOHC DI Turbo 8 Torque Engine
Transmission: 8-Speed Automatic Transmission
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL SAFETY FEATURES

Advanced Multistage Front Air Bags
Supplemental Front Side Air Bags
ParkView® Rear Cross-Traffic Alert
Command-Trac Park-Trip 4WD System
3.45 Mile Gear Ratio
Heavy-Duty Suspension with Gas Shocks
Fuel Tank Skid Plate Shield
Transfer Case Skid Plate Shield
Transmission Skid Plate
Jeep® Tow Kit
Anti-Lock Braking System with 4-Wheel Disc Heavy-Duty Brakes
Electronic Roll Mitigation
Trailer Sway Damping
Remote Keyless Entry
Security Alarm
Universal Garage-Door Opener
INTERIOR FEATURES
Uconnect® 4 with 7-inch Display
A/C with 2-Zone Climate Control
Google Android Auto™
SiriusXM® Sat Radio w/ 1-Yr Radio Subscription
For More Info, Call 800-643-2112
6-Speakers
Media Hub (USB, Aux)
Integrated Voice Command with Bluetooth®
15W Power Outlet
Power Windows with Front One-Touch-Down Feature
Auto-Dimming Rearview Mirror with Temperature Control
Tilt/Telescope Steering Column
Leather-Wrapped Steering Wheel
Steering Wheel Mounted Audio Controls

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Leather-Trimmed Seats w/ Sahara Logo
Leather-Wrapped Park Brake Handle
Leather-Wrapped Shift Knob
Premium Wrapped Instrument Panel Bezels
Customer Preferred Package 28G
Cold Weather Group
255/70R18 All-terrain Tires
Heated Front Seats
Heated Steering Wheel
LED Lighting Group
LED Fog Lamps
LED Reflector Headlamps
LED Tail Lamps

U.S.A. 811 8723
-YON 1904



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.
**STATE AND LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED EQUIPMENT ARE NOT INCLUDED IN THIS PRICE. DISCOUNT IF ANY, IS BASED ON PRICE OF OPTIONS PURCHASED SEPARATELY.

\$1,595

LED Daytime Running Accent Lamps
8.4-Inch Radio and Premium Audio Group
4G LTE Wi-Fi Hot Spot
Uconnect® 4C NAV with 8.4-Inch Display
GPS Navigation
Alpine® 9-Speaker Premium Audio System
Auto-Dimming Rearview Mirror
HD™ Radio
SiriusXM Guardian™ Connected Services w/ 1-Yr Trial
5-Year SiriusXM® Traffic™ Plus Service
5-Year SiriusXM® Travel Link Service
SiriusXM® Traffic Plus
Active Noise-Control System
8-Speed Automatic Transmission
Tilt/Telescope Column
2.0-Liter 4 DOHC DI Turbo 8 Torque Engine
200-Amp Maintenance Free Battery
Remote Proximity Keyless Entry
Sky One-Touch Power Top
Removable Rear Quarter Windows
Power Top Quarter Window Storage Bag
Rear Window Wiper/Washer
Rear Window Defogger

\$2,000

\$1,000

\$495

\$3,995

Destination Charge

TOTAL PRICE: * **\$52,460**

WARRANTY COVERAGE

3-Year or 50,000-mile Powertrain Limited Warranty.
5-Year or 100,000-mile Basic Limited Warranty.
3-Year or 50,000-mile Powertrain Limited Warranty.
Ask Dealer for details. See your owner's manual for details.

5 Year/60,000 Mile

POWERTRAIN WARRANTY

Fuel Economy and Environment

EPA DOT

Gasoline Vehicle

You spend

\$1,750

in fuel costs

over 5 years

compared to the

average new vehicle.

Small SUV 4WD range from 18 to 120 MPGe.
The best vehicle rates 135 MPGe.

22 MPG

combined city/hwy

22 city

24 highway

4.5 gallons per 100 miles

Annual fuel cost

\$1,750

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only)

Smartphone QR Code

This vehicle emits 354 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions. Learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you adjust maintenance to your vehicle. The average new vehicle costs \$7,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.55 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

Calculate personalized estimates and compare vehicles

fueleconomy.gov

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated

Based on the combined ratings of frontal, side, and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Driver Passenger

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat Rear seat

Based on the risk of injury in a side impact.

Rollover

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS COUNTRY: 62% U.S./CANADIAN PARTS CONTENT. 62% MAJOR SOURCES OF FOREIGN PARTS CONTENT:

MEXICO: 21%
NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
TOLEDO, OHIO, U.S.A.
COUNTRY OF ORIGIN:
ENGINE: ITALY
TRANSMISSION: UNITED STATES



VEHICLE PROTECTION
A PRODUCT OF FCA US LLC
ASK for Mopar Vehicle Protection for your vehicle. We Build It. We Back It.

★ CHRYSLER DODGE JEEP RAM FIAT MANHATTAN



678 11TH AVENUE
NEW YORK, NY 10019
212-549-2208



DATE 01/24/20

CUS [REDACTED]

SOLD TO CCAP Auto Lease LTD

ADDRESS PO BOX 961272

CITY AND STATE FORT WORTH TX 76161

YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NO.
2019	JEEP	WRANGLER U	1C4HJXEN0K [REDACTED]

COLOR	KEY NOS.
SILVER	

SALESMAN & NO. GRIFFIN, STACEY 76491 COMM.

M.V. 50 NO. STATE INSPECTION NO.

OPTIONAL EQUIPMENT AND ACCESSORIES

NEW YORK NY [REDACTED]

* THIS ORDER SUPERCEDES ALL PREVIOUS ORDERS *

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

The only warranties applying to this vehicle are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. This Disclaimer by the seller in no way affects the manufacturers warranty.

NYS • DLR. LIC. NO [REDACTED]

is indicated, is complete and in without exceptions is hereby

DATE 01/24/20

THE VEHICLE FOR PERSONAL USE OR THAT A PROFIT, OR EXPORT THE VEHICLE, THE DEALER REPRESENTS THAT THEY ARE THE END USER, WILL REGISTER THE VEHICLE WITH THE PURCHASING THIS VEHICLE WITH THE INTENT TO RESELL OR EXPORT THIS VEHICLE MISREPRESENTATIONS HERIN ON BEHALF OF THE CUSTOMER, SHALL ENTITLE DE AS A

BUYER

YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NO.
2014	JEEP	WRANGLER	1C4HJXEN0K [REDACTED]

The Reynolds and Reynolds Company RO622587 Q (10/18)

INVOICE NO. N [REDACTED]	KEY I
--------------------------	-------

	DESCRIPTION	SALE
P	NEW CAR UNLIMITED	43647.76
R		
I	VERIFI TRANS FEE	1.93
C	CONTROL #	
E	-FLEET	
O	NEW CAR INVENTORY	
F	PRE DELIVERY EXPENSE	
	12376	
A	SALES TAX	3427.50
R	LICENSE & REGISTRATION	100.00
	SUPPLEMENTAL TITLE FEE	
	NYS TIRE TAX	12.50
	DOCUMENTARY FEE	75.00
	N.Y.S. INSPECTION FEE	10.00
	DEALER'S OPTIONAL FEE FOR PROCESSING APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE, AND FOR SECURING SPECIAL OR DISTINCTIVE PLATES (IF APPLICABLE). THIS IS NOT A DMV FEE \$75.00	
	TOTAL CASH PRICE	48169.76
	FINANCING	21602.58
	INSURANCE	
	TOTAL TIME PRICE	69772.34
S	DEPOSIT	
E	CASH ON DELIVERY	
T	REBATE	
T	USED VEHICLE ALLOWANCE	-2955.00
L	PAYMENTS MOS. 68 @ \$ 819.84 PER MONTH	30352.32
E	TOTAL	51122.82

**OUR FACTORY TRAINED
MECHANICS AND MODERN
EQUIPMENT WILL SERVICE
YOUR VEHICLE IN
ACCORDANCE WITH
FACTORY SPECIFICATIONS.
THANK YOU**

BIBENDUM CDJRF, LLC *DBA

THIS IS YOUR INVOICE

Chrysler Dodge Jeep Ram Fiat Manhattan
629 West 54th Street
New York, NY 10019
212-549-2208
www.nycjeep.com

WORKORDER
REPRINT
PAGE 1

REGISTRATION NUMBER:
FACILITY NUMBER: 7124765

SERVICE ADVISOR: 480382 Grubb, Gordon

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
SILVER	19	JEEP WRANGLER UNLIMI	1C4HJXEN0		1634/	T4068
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	RATE	PAYMENT	INV. DATE
24JAN20 DD			17:00 23JUN20	189.95	CASH	
R.O. OPENED		READY	OPTIONS: SOLD-STK:JE19607 ENG:EC3 TRN:DFT			

23JUN2020 09:13

LINE	OP CODE	FRH	TECH...	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A		0.00	669614	C	OWNER STATES VEHICLE SHUT DOWN ON HIGHWAY - HAD TO SIT @ 20 MINS. BEFORE WOULD RESTART - CHECK ENGINE LIGHT ON NOW - CHECK OUT AND REPORT

B 0.00 669614 C OWNER HAS CASE STARTED WITH FCA

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS, WITHOUT ANY WARRANTY OR GUARANTEE. THE DEALERSHIP HEREBY 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 ANY PARTS OR ACCESSORIES OR ANY REPAIRS PERFORMED TO THE VEHICLE. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR ORIGINAL PARTS 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.

LABOR COSTS: Our labor charges may be based on a Job Rate, an Hourly Rate multiplied by clock hours, Flat Rate Manual time, or a combination thereof. See "Rate" above. Our Hourly Rate is \$NA. The Manual(s) used for Flat Rates is NA.

You have the right to review time rates as listed in the Manual upon request.

PAYMENT TERMS: I agree to pay for the inspection and repairs I authorize, along with the necessary materials, in Cash or approved credit card upon completion of the Repairs unless the Dealership agrees to other payment arrangements in advance. If I authorize commencement of repairs or disassembly of the vehicle or a vehicle component for diagnostic purposes and do not authorize completion of a repair or service, I understand that a charge will be imposed for disassembly, reassembly or partially completed work and I agree to pay the same. A garageman's lien is hereby acknowledged on the vehicle to secure the cost of labor, materials, parts and other authorized changes.

By Signing Below: I agree that: (1) I have read this Repair Order and I authorize the completion of the services/repairs listed above in accordance with the terms and conditions herein; (2) the Dealership is not responsible for any delays caused by the unavailability of parts or shipping by a supplier or transporter or for any loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, hail, wind or any other cause beyond its control; (3) the Dealership may operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle; and (4) I authorize the retrieval of on-board data as needed to facilitate vehicle repairs and the sharing of that data with the vehicle manufacturer for diagnostic or research purposes.

Customer X Date
Dealer CAP 2014 CDK Global, LLC (01/17) WORKORDER TYPE 2 - ZSW2C - "AS-IS" - NY - 9656496

ESTIMATE: OUR DEALERSHIP WILL PROVIDE YOU WITH AN ESTIMATE OF THE COST OF PARTS AND LABOR NECESSARY TO PERFORM REPAIRS UPON REQUEST. YOUR BILL WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR AUTHORIZATION. PLEASE INITIAL BESIDE THE KIND OF ESTIMATE YOU WANT TO RECEIVE.

____ WRITTEN ESTIMATE ____ ORAL ESTIMATE ____ NO ESTIMATE

☐ It is necessary to disassemble the vehicle to provide an estimated price for repairs. The estimated teardown and reassembly charge is \$ _____ and does not include the cost of repairs.

PRELIMINARY ESTIMATE/DIAGNOSTIC FEE \$ _____

STORAGE CHARGES: A storage charge equal to \$NA will be assessed and shall accrue daily if I fail to pick up the vehicle within NA business day(s) from the date I am notified that the repairs are complete or after the communication of an estimate if I fail to authorize repairs.

Original Estimate (1) (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Manner of Authorization
\$	\$			☐ In Person ☐ Via Telephone ☐ Via Fax/E-mail
Revised Estimate (2) \$	\$			☐ In Person ☐ Via Telephone ☐ Via Fax/E-mail

PARTS: All parts installed are new and all body shop parts are new OEM parts unless otherwise indicated. Remanufactured and refurbished parts that meet manufacturer approved source part requirements may be installed at our discretion. Additional information is available upon request. Replaced parts will be returned to you upon written request, except those parts which are subject to a manufacturer's warranty or sold on an exchange basis.

Discard Replaced Parts (INITIAL) Save Replaced Parts (INITIAL)

TECHNICIAN COPY

-- 1 of 1 Dealer: CDJRF-S -----

RO No: [REDACTED] **Opened: 06APR20 Closed: 21MAY20 Mileage: 1060**

Line Code: A Booker: 480382 Comeback: N

Complaint: VEHICLE TOWED IN - COMPLETELY DEAD - NOT TAKING A CHARGE - REP

Cause: BATTERY AND POWER STEERING PUMP

CONCERN CODE:

SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.....

480382 844452 W 19700107 R/R POWER STEERING PUMP

PARTS\$ 1234.10 LABOR\$ 235.08 MISC\$ 0.00

480382 844452 W 08080110 r/r battery

PARTS\$ 0.00 LABOR\$ 90.42 MISC\$ 0.00

Line Code: B Booker: 480382 Comeback: N

Complaint: DIAGNOSTIC FEE TO CHECK VEHICLE IF NOT COVERED BY WARRANTY \$28

Cause:

CONCERN CODE:

SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.....

480382 844452 ISP 99 WAVED DIAG. FEE - COVERED BY WARRANTY

- SEE LINE A

PARTS\$ 0.00 LABOR\$ 0.00 MISC\$ 0.00

Press B, S#, EST#, ?, or E to Exit:

Invalid Reply

Keep this document to show to the police and courts.

MV-538TR (2/18)

NEW YORK STATE REGISTRATION DOCUMENT



2019 JEEP NONTRANSFERABLE
SUBN GY 1C4HJXEN0

004278 G 4
Wt/Sents Fuel/Cyl

IN 24 2020

01/23/22

NYMA

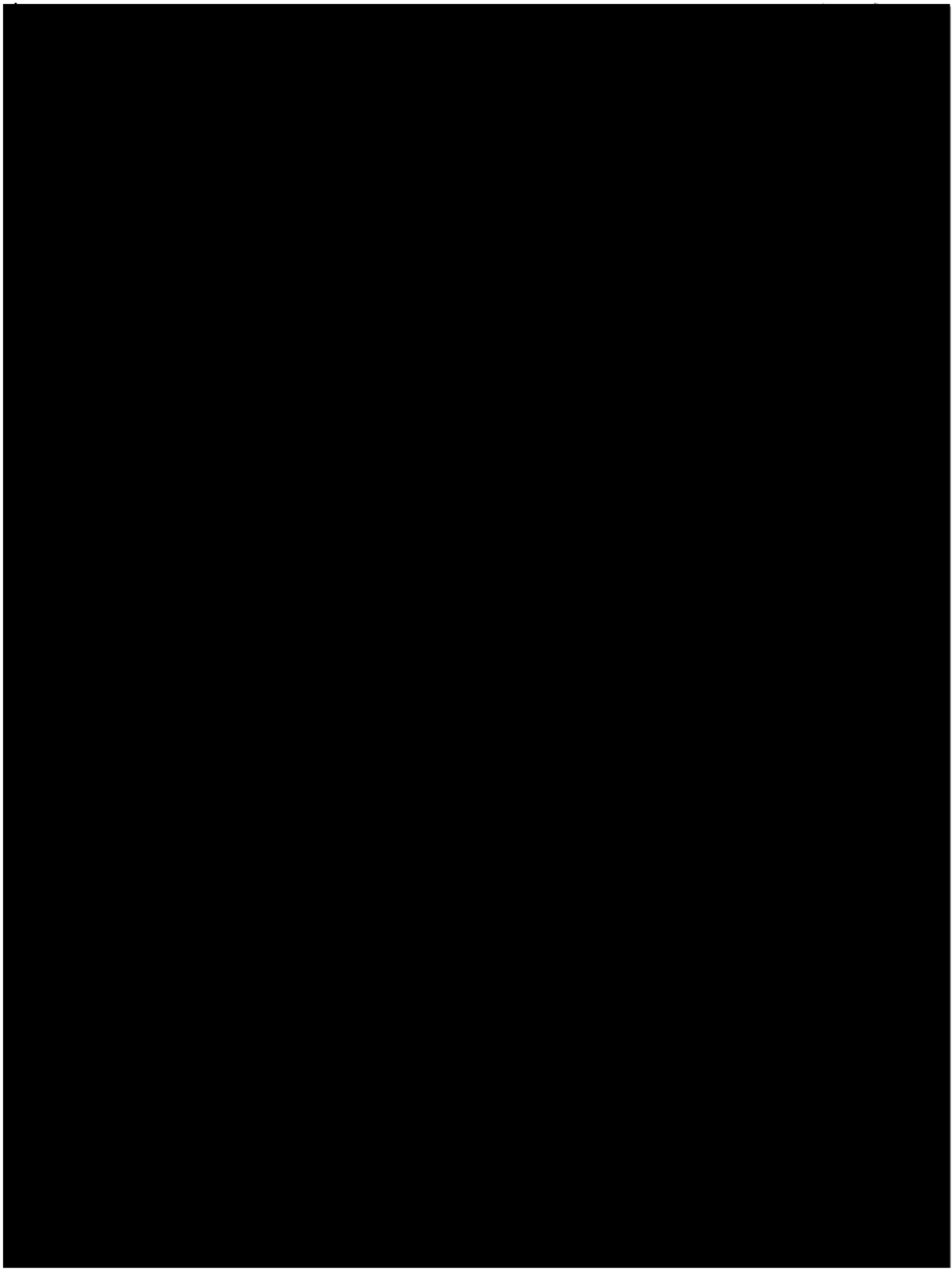
38.00

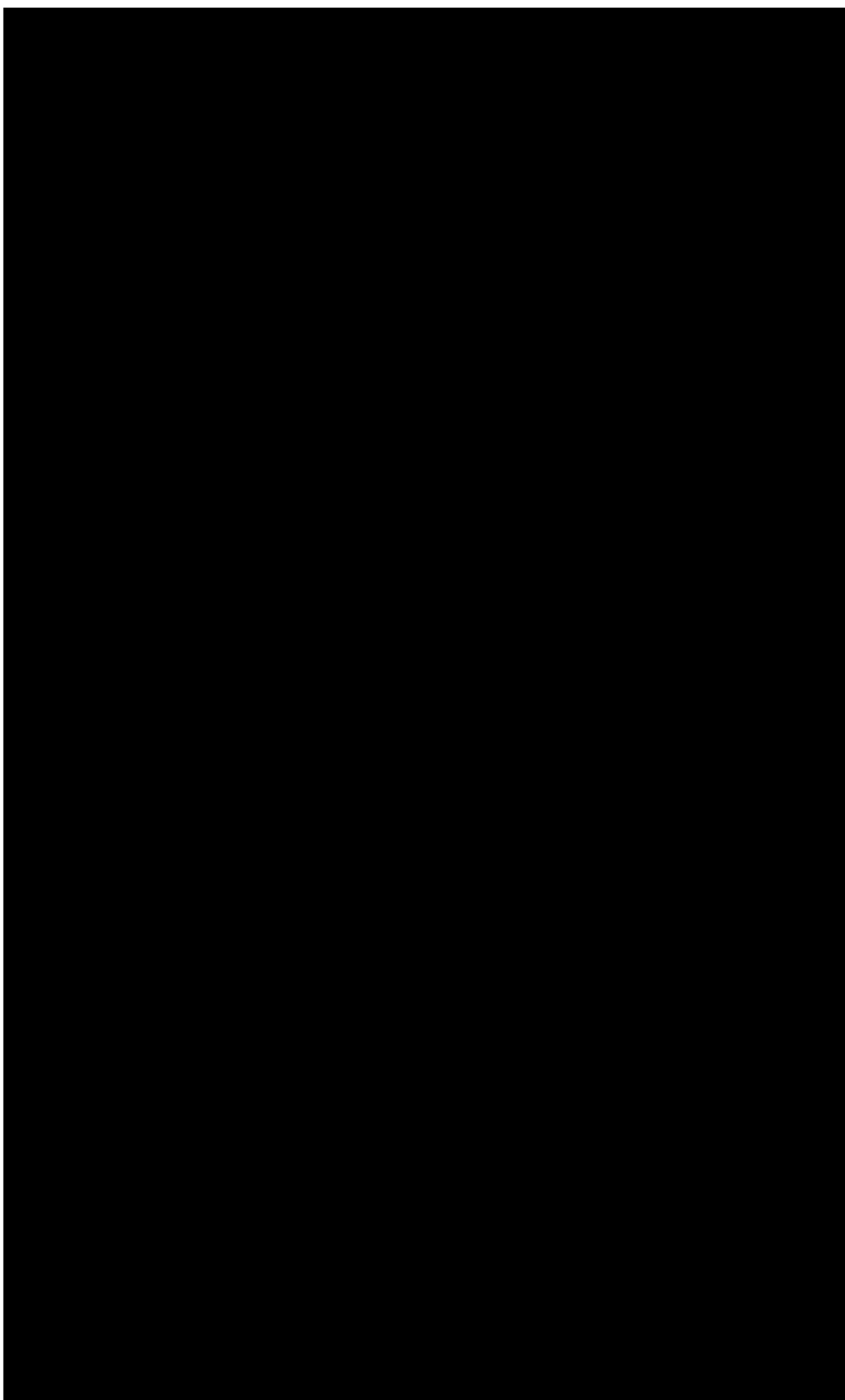
ANNUAL CHG

AMT PAID (INCL ADD CHG)

236.00

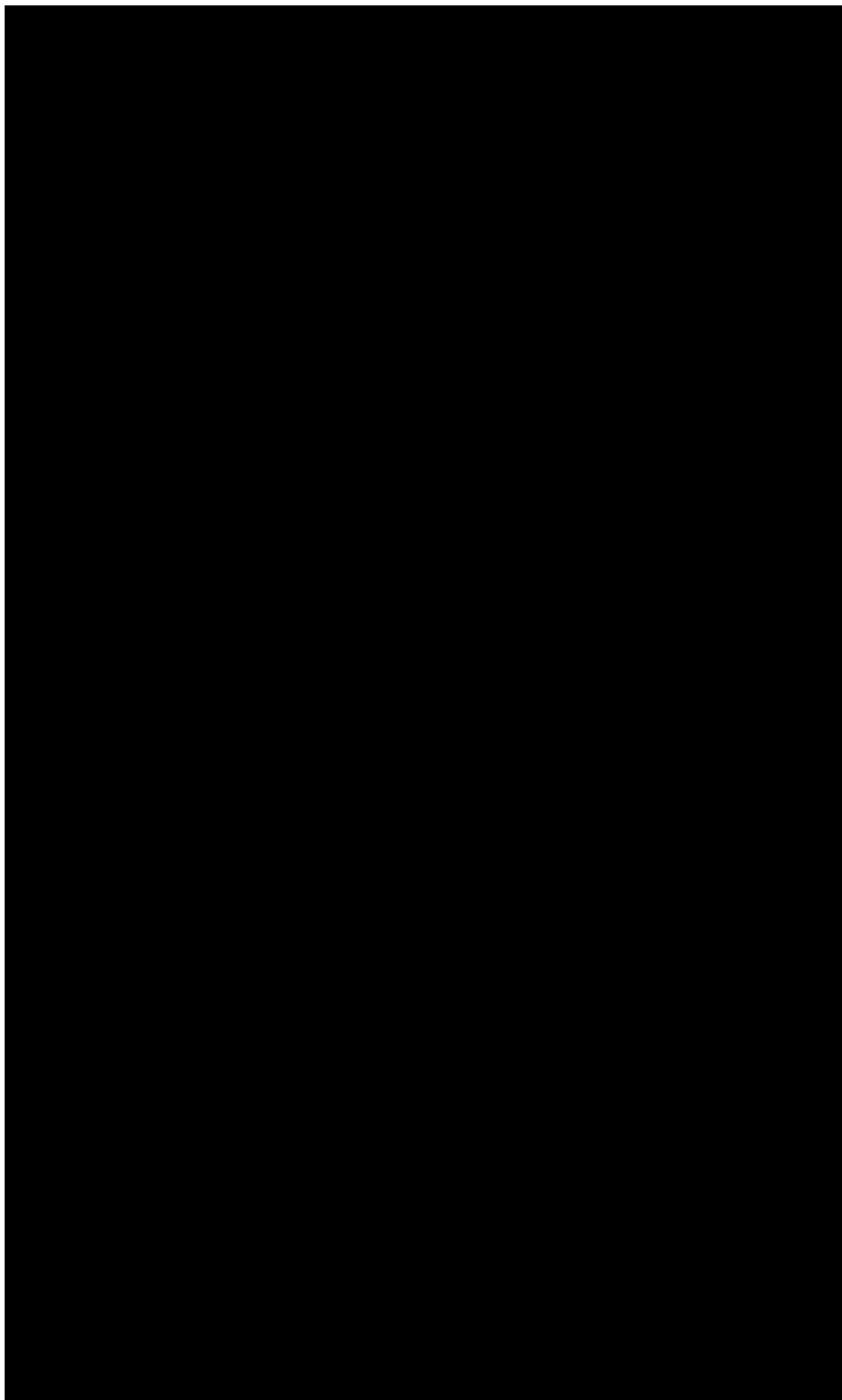






CONDITIONS

NY, CC-L56, 60620-0, 051715



Align top of FedEx Express® shipping label here.

ORIGIN ID: QFWA (215) 540-8888
CATHLEEN SMITH
KIMMEL & SILVERMAN, P.C.
30 EAST BUTLER PIKE

SHIP DATE: 16 JUL 20
ACTWGT: 1.00 LB
CAD: 100588475/INET4220

AMBLER, PA 19002
UNITED STATES US

BILL SENDER

TO FCA US LLC
WARRANTY LITIGATION DEPARTMENT
1000 CHRYSLER DRIVE
CIMS 485-13-62
AUBURN HILLS MI 48326

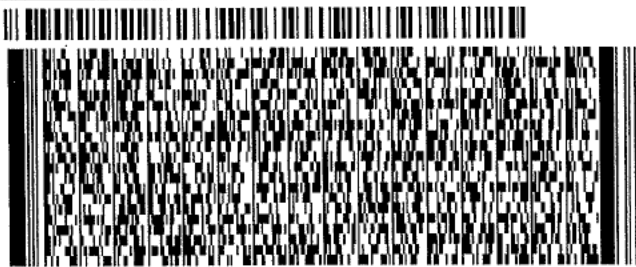
56BUB/05A6/1765

(215) 540-8888
INV:
PO:

REF:

DEPT:

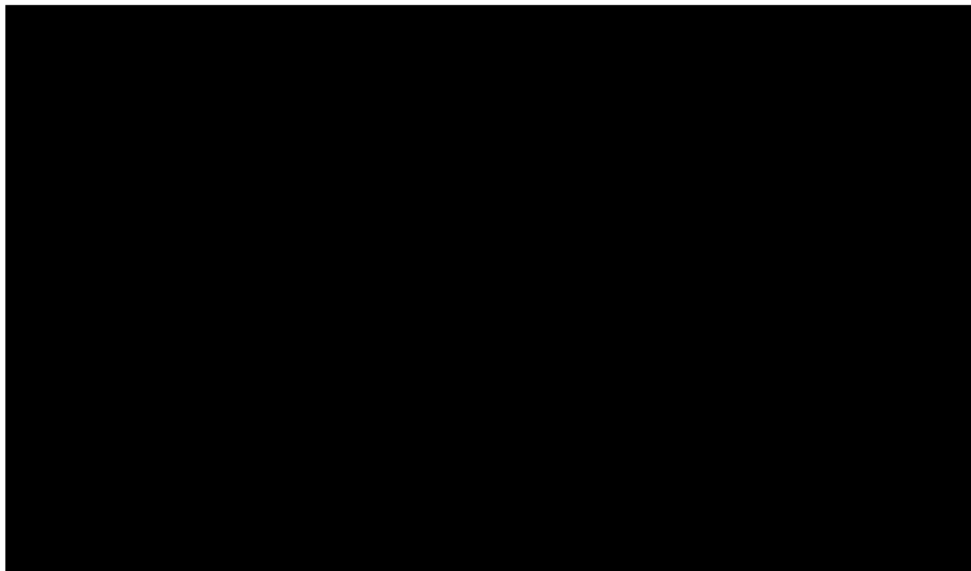
Manager - Print Your Label(s)



FedEx
Express



J20112042461w



mailroom

ak

Fold along dotted line to close.

bill or pouch here.

**Service of Process
Transmittal**

09/04/2020

CT Log Number [REDACTED]

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

RE: Process Served in New York

FOR: FCA US LLC (Domestic State: DE)

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

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

DOCUMENT(S) SERVED: Letter, Summons, Complaint, Verification, Attachment(s), Exhibit(s)

COURT/AGENCY: New York County: Supreme Court, NY
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2019 Jeep Wrangler - VIN: 1C4HJXENC [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, New York, NY

DATE AND HOUR OF SERVICE: By Certified Mail on 09/04/2020 postmarked: "Not Post Marked"

JURISDICTION SERVED : New York

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

ATTORNEY(S) / SENDER(S): Robert M. Silverman
Kimmel & Silverman, P.C.
1001 Avenue of the Americas
12th Floor
New York, NY 10018
800-536-6652

ACTION ITEMS: CT has retained the current log, Retain Date: 09/05/2020, Expected Purge Date: 09/10/2020

Image SOP

Email Notification, Lance Arnott SOPVerification@wolterskluwer.com

SIGNED: C T Corporation System
ADDRESS: 1999 Bryan St Ste 900
Dallas, TX 75201-3140

For Questions: 877-564-7529
MajorAccountTeam2@wolterskluwer.com

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS FOLD AT DOTTED LINE

CERTIFIED MAIL



FIRST CLASS MAIL



KIMMEL & SILVERMAN
P.C.

30 East Butler Pike, Ambler, PA 19002

TO:

FCA US LLC
C/o CT Corporation System
28 Liberty Street, 42nd Floor
New York, NY 10005

ROBERT M. SILVERMAN¹
CRAIG THOR KIMMEL²



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. Marlon Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 751-4152, F (856) 216-7344

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

NEW YORK OFFICE, 1001 Avenue of the Americas, 11th 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

CALIFORNIA OFFICE, 388 Market Street, Suite 1300, San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817

OHIO OFFICE, 4031 Colonel Glenn Highway, Suite 450, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817

BUCKS COUNTY OFFICE, Box 400, 400 South Main Street, 1st Floor, New Hope, PA 18938, P (267) 468-7669, F (215) 540-8817

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

JACQUELINE C. HERRITT³
ROBERT A. RAPIK⁴
ANGELA K. TROCCOLI⁵
AMY L. BENNECOFF GINSBURG⁶
W. CHRISTOPHER COMPONONO⁷
JASON L. GRESHES⁸
CHAD P. DOMAN⁹
JACOB U. GINSBURG¹⁰
SHAWN BACHMAN¹¹

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, NH Bar
⁹ Member, CT Bar
¹⁰ Member, TN Bar
¹¹ Member, WV Bar
¹² Member, DC Bar
¹³ Member, CA Bar
¹⁴ Member, WI Bar
¹⁵ Member, FL Bar
¹⁶ Member, AZ Bar
¹⁷ Member, TX Bar
¹⁸ Member, MI Bar
¹⁹ Member, WV Bar

August 18, 2020

VIA CERTIFIED MAIL

FCA US LLC
C/o CT Corporation System
28 Liberty Street, 42 Floor
New York, NY 1005

RE: [REDACTED] v. FCA US LLC

Index No. [REDACTED]

Dear Sir/Madam,

Enclosed please find a copy of the Summons, Complaint and exhibits that have been filed with the Supreme Court of New York County. Please answer within the time period prescribed by the New York Rules of Civil Procedure.

RMS/jh
Enclosure

an

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

[REDACTED]
Plaintiff,

Index No.:
Date of Filing:
SUMMONS

FCA US LLC,

Defendant.

To the above named Defendant(s)

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorney(s) within twenty (20) days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or within thirty (30) days after completion of service, where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Plaintiff designates NEW YORK as the place of trial. The basis of venue is: New York County

Dated:

[REDACTED]

erman, Esquire
erman, P.C.
the Americas

10018

1-800-536-6652

Dated:

TO: FCA US LLC
c/o CT Corporation System
111 Eighth Avenue
New York, NY, 10011

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

[REDACTED]
Plaintiff,

Index No.:
Date of Filing:
COMPLAINT

FCA US LLC,

Defendant.

Plaintiff, by counsel Kimmel & Silverman, PC, complaining of the defendant herein,
respectfully alleges as follows:

1. At all times hereinafter mentioned, plaintiff, [REDACTED] was and still is a resident of the State of New York, [REDACTED] New York, NY [REDACTED]
2. Upon information and belief, at all times herein mentioned, defendant, FCA US LLC, was and still is a corporation qualified to do and regularly conduct business in the State of New York, with a registered principal place of business located at 1000 Chrysler Drive, Auburn Hills, MI 48326-2766, and can be served at c/o CT Corporation System, 111 Eighth Avenue, New York, NY, 10011.
3. On or about 01/24/2020, Plaintiff leased a new 2019 Jeep Wrangler, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1C4HJXEN0 [REDACTED]
4. At all times hereinafter mentioned the vehicle was purchased in the State of New York and is registered in the State of New York.
5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$39,749.25. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications. In the alternative, Plaintiff is a third-party beneficiary of any and all warranties made or issued with respect to the subject vehicle both at the time of original delivery and at the time Plaintiff took delivery of the subject vehicle.

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

8. The parties' bargain includes an express 5 year/60,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

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

10. The vehicle has suffered defective conditions and/or non-conformities requiring correction, including, but not limited to:

- a. The first documented warranty repair attempt is believed to have occurred on or before 4/6/20, when the vehicle odometer showed 1,058 miles. The repair order on the date notes that non-conformities were reported by Plaintiff, including but not limited to: vehicle completely dead and not taking a charge. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".
- b. The second documented warranty repair attempt is believed to have occurred on or before 6/23/20, when the vehicle odometer showed 1,634 miles. The repair order on the date notes that non-conformities were reported by Plaintiff, including but not limited to: vehicle shutting down on highway. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

AS AND FOR A FIRST CAUSE OF ACTION

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

12. Plaintiff, is a "Consumer" as defined by the New York General Business Law §198-a(a)(1) et. seq. (hereinafter "The Lemon Law") and the involved vehicle is a "motor vehicle" as defined by The Lemon Law.

13. Defendant is a "Manufacturer" as referenced by The Lemon Law.

14. That Manhattan CDJRF - New York, NY, is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles and was at all times pertinent hereto an authorized dealer of the defendant.

15. On or about 01/24/2020, Plaintiff took possession of the above-mentioned vehicle and at times thereafter experienced non-conformities as defined by The Lemon Law, which substantially impair the use, value and/or safety of the vehicle.

16. The non-conformities violate the express written warranties issued to Plaintiff by Defendant.

17. Section 198-a(c)(1) of the Lemon Law provides:

If, within the period specified in subdivision (b) of this section, the manufacturer or its agents or authorized dealers are unable to repair or correct any defect or condition which substantially impairs the value of the motor vehicle to the consumer after a reasonable number of attempts, the manufacturer, at the option of the consumer, shall replace the motor vehicle with a comparable motor vehicle, or accept return of the vehicle from the consumer and refund to the consumer the full purchase price

18. Section 198-a(d)(1) of the Lemon Law provides a presumption that a reasonable number of repair attempts have been undertaken if:

The same nonconformity, defect or condition has been subject to repair four or more times by the manufacturer or its agents or authorized dealers within the first eighteen thousand miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date, but such nonconformity, defect or condition continues to exist;

19. Plaintiff has satisfied or will have satisfied by time of trial the above presumption as the vehicle has been or will have been subject to repair more than four (4) times for the same non-conformity, and the non-conformity remains uncorrected.

20. Section 198-a(d)(2) of the Lemon Law provides a presumption that a reasonable number of repair attempts have been undertaken if:

The vehicle is out of service by reason of repair of one or more nonconformities, defects or conditions for a cumulative total of thirty or more calendar days during either period, whichever is the earlier date.

21. Alternatively, the Plaintiff has satisfied or will have satisfied by time of trial the above presumption as the vehicle has or will be in the future out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

22. Plaintiff has delivered the non-conforming vehicle to an authorized service and repair facility of the manufacturer on numerous occasions. After a reasonable number of attempts, the manufacturer was unable to repair the non-conformities.

23. The vehicle continues to exhibit defects and nonconformities, which substantially impair its use, value, and/or safety as provided by the New York Lemon Law.

24. The non-conformities listed above substantially impair the value of the subject motor vehicle and continue to exist even after a reasonable number of repair attempts by the Defendant.

25. In addition, Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the dealer did not maintain records.

26. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of The New York Lemon Law.

27. Pursuant to The New York Lemon Law, Plaintiff seeks relief for losses due to the non-conformities and defects in the above-mentioned vehicle in addition to reasonable

attorney fees and all court costs.

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

AS AND FOR A SECOND CAUSE OF ACTION

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

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

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

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

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

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

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

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

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

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

provides:

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

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

39. As a direct and proximate result of Defendant's failure to comply with the express written and implied warranties, Plaintiff has suffered damages and, in accordance with UCC 2-713, 2-714 and/or 2-715 and 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

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

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

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

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

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

AS AND FOR A THIRD CAUSE OF ACTION

44. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint

by reference as if fully set forth at length herein.

45. The sale of the subject vehicle to the Plaintiff under the misrepresentation that the vehicle was free from defects that would substantially impair the use, value, or safety of the vehicle represents an unlawful or deceptive trade practice under N.Y. Gen. Law § 349.

46. Defendant violated N.Y. Gen. Law § 349 in one or more of the following ways:

47. Making of fraudulent and/or negligent representations, as herein before alleged;

48. Representing the subject vehicle to be of good, merchantable quality, free from defects, when in fact it was not;

49. Representing that the repairs could be performed properly, within a reasonable time, when Defendant knew, or should have known that this was not the case;

50. Failing to reveal material facts including but not limited to the nature of the nonconformities and defects complained of herein; and

51. Failing to offer a refund of the purchase price of the subject vehicle in accordance with the applicable warranties.

52. Defendant is in the business of selling motor vehicle and therefore the violations are likely to affect the general public now and in the future.

53. Defendant violated the law willfully and knowingly.

WHEREFORE, the Plaintiff respectfully demands judgment against the defendant in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; money damages in whatever amount the Plaintiff is found to be entitled, plus any interest, costs, incidental and consequential damages; Equitable relief including, but not limited to, repurchase or replacement of the subject vehicle, and in the event that this Court finds Plaintiff is not entitled to repurchase or replacement; any other relief this Court deems just; and attorneys' fees.

RESPECTFULLY SUBMITTED,

an, Esquire
an, P.C.
Americas

18

Dated:

STATE OF NEW YORK)

) SS.:

COUNTY OF NEW YORK)

I, Robert M. Silverman, an attorney admitted to practice in the Courts of the State of New York, say that:

I am a member of the firm of KIMMEL & SILVERMAN, PC, the attorneys for plaintiff(s) in the within action;

I have read the annexed COMPLAINT and the same is true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters, I believe them to be true.

The reason I make this verification instead of plaintiff is that plaintiff resides outside of the county in which my office is located.

The source of my information and the grounds for my belief are based upon correspondence and reports of investigation in the files of my firm. I affirm the foregoing statements are true under penalties of perjury.

Dated:

[REDACTED]

UIRE

Index No.

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

[REDACTED]
Plaintiff,

against

FCA US LLC,

Defendant.

SUMMONS AND VERIFIED COMPLAINT

Robert M. Silverman, Esquire
Kimmel & Silverman, P.C.
1001 Avenue of the Americas
12th Floor
New York, NY 10018
1-800-536-6652

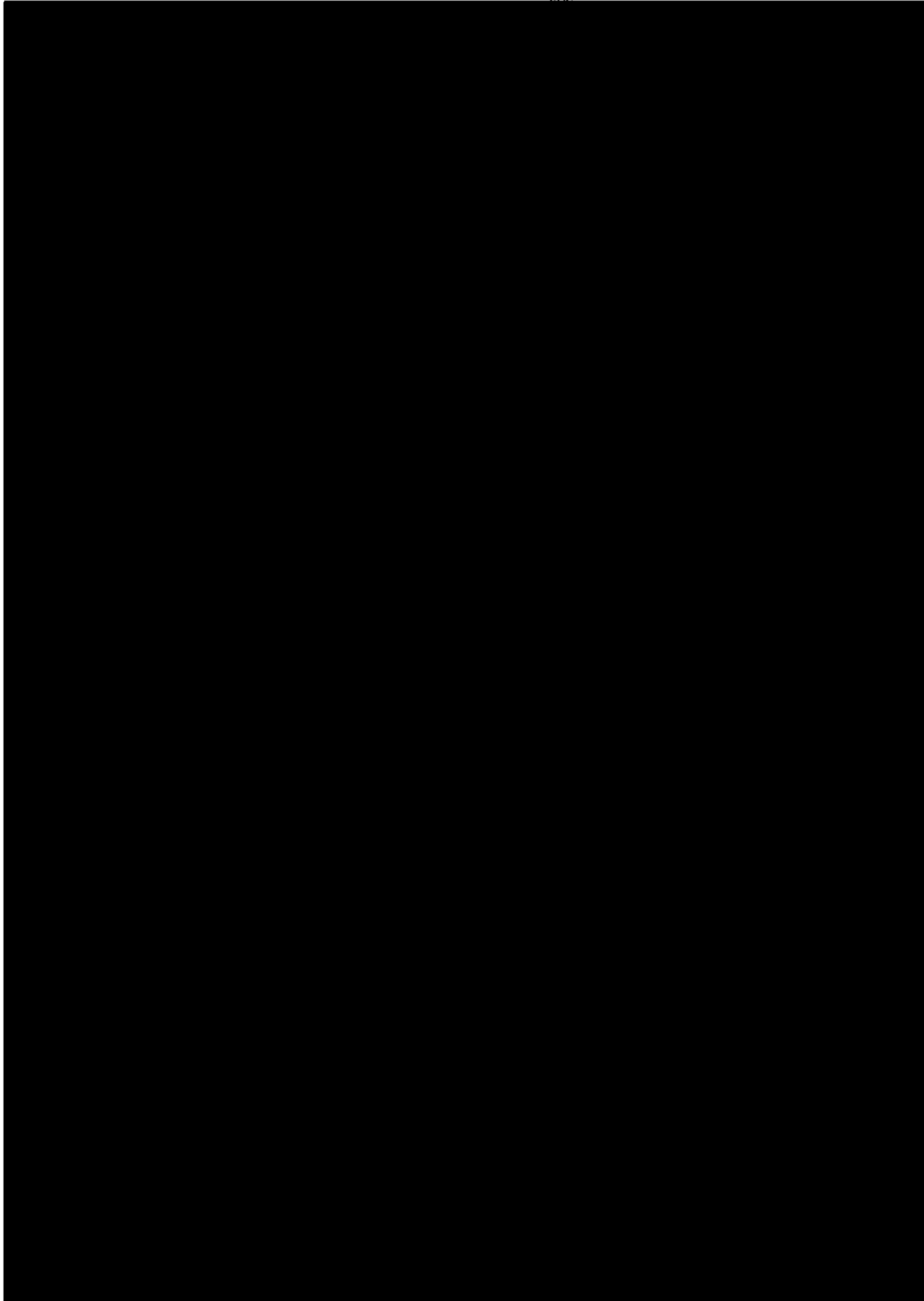
Pursuant to 22 NYCRR 130-1.1, the undersigned, [REDACTED], admitted to practice in the courts of New York State, certifies that, upon information and belief, the allegations contained in the annexed documents are not frivolous.

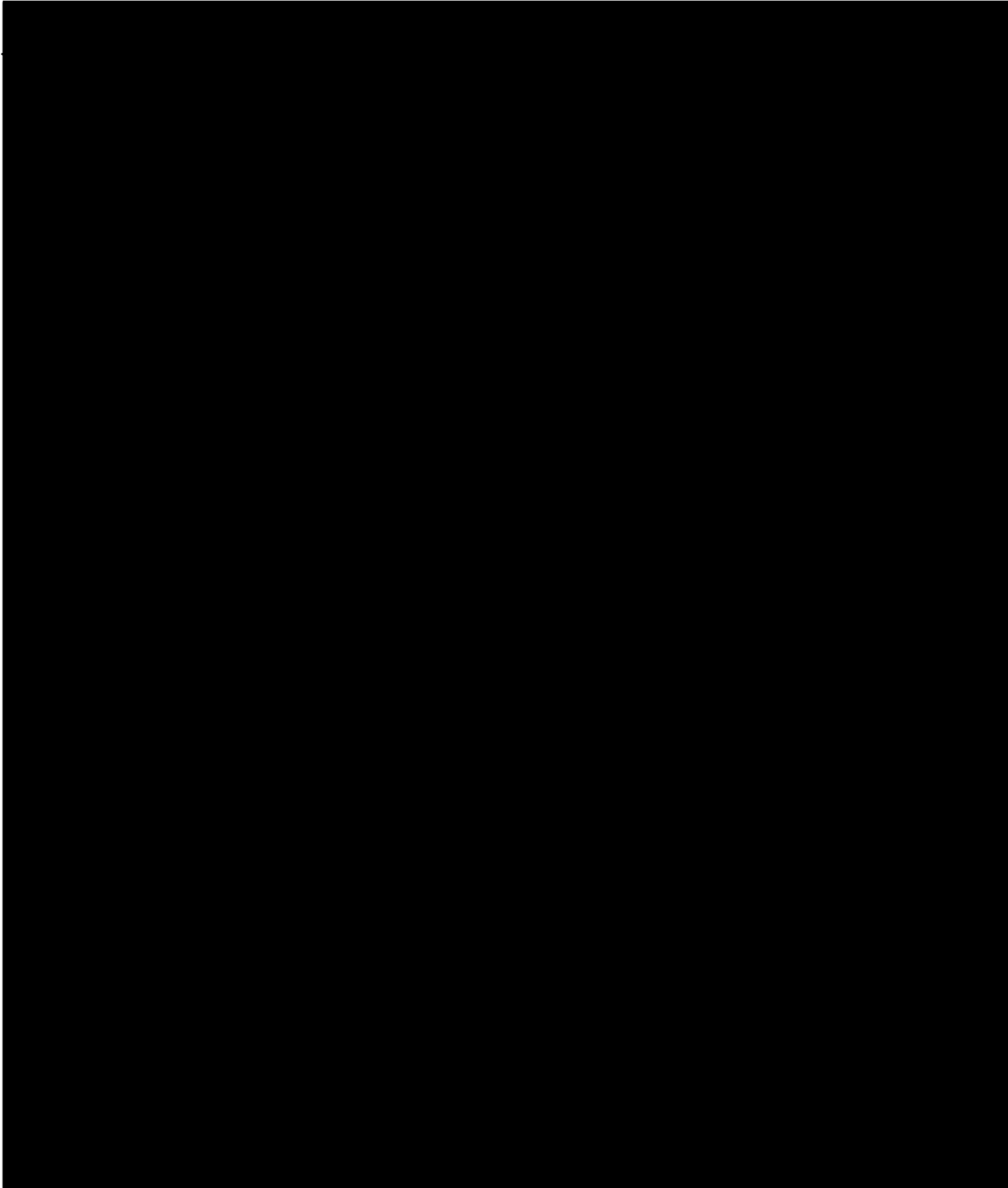
DATED: [REDACTED]

[REDACTED]
[REDACTED] AN, ESQUIRE

CONDITIONS

NY-CC-LSG-60620-0-0517-07





INVOICE

Chrysler Dodge Jeep Ram Fiat Manhattan
629 West 54th Street
New York, NY 10019
212-549-2208
www.nycjeep.com

PAGE 1

SERVICE ADVISOR: 82 Gordor Grubb

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	19	JEEP WRANGLER UNLIME	1C4HJXE		1058/1060	T3119	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
24JAN20	DL		17:00 06APR20		189.95	CASH	21MAY20
R.O. OPENED		READY	OPTIONS: SOLD-STK:JE19607 ENG:EC3 TRN:DFT				

11:32 06APR20 13:20 21MAY20

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A VEHICLE TOWED IN - COMPLETELY DEAD - NOT TAKING A CHARGE - REPORT CAUSE: E

99 REPLACED POWER STEERING PUMP

844452 W

1 BBH6F001AA 01083001Y BATTERY-STORAGE

1 68247930AF 19054002Y PUMP-POWER STEERING

2 68088485AB 01081032Y FLUID-POWERSTEERING

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

B DIAGNOSTIC FEE TO CHECK VEHICLE IF NOT COVERED BY WARRANTY \$285 PLUS TAX

99 WAVED DIAG. FEE - COVERED BY WARRANTY - SEE

LINE A

844452 IS2

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

Original Estimate Parts & Labor	Total Additional Cost Authorized	Approved By:	Date & Time	Method of Authorization	ALL PARTS INSTALLED ARE NEW AND ALL BODY PARTS ARE NEW OEM UNLESS OTHERWISE INDICATED.	DESCRIPTION	TOTALS	
\$	\$			☐ In Person ☐ Via Telephone ☐ Via Fax ☐ Via E-Mail		LABOR AMOUNT	0.00	
Revised Estimate	\$			☐ In Person ☐ Via Telephone ☐ Via Fax ☐ Via E-Mail		PARTS AMOUNT	0.00	
WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS WITHOUT ANY WARRANTY OR GUARANTEE. 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 MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH WARRANTIES SHALL BE VALID. CUSTOMER SHALL BE RESPONSIBLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER DAMAGES BY SIGNING BELOW, you acknowledge that you were notified of and authorized the repair and that you had the opportunity to inspect any replaced parts as requested by you before paying this invoice or exchange for your payment of the Amount Due.							GAS, OIL, LUBE	0.00
							SUBLET AMOUNT	0.00
							MISC. CHARGES	0.00
							TOTAL CHARGES	0.00
							LESS INSURANCE	0.00
DATE						SALES TAX	0.00	
CUSTOMER SIGNATURE						PLEASE PAY THIS AMOUNT	0.00	
DATE						REGISTRATION NUMBER:		
						FACILITY NUMBER: 7124765		

PLAINTIFF'S EXHIBIT

B

WORKORDER
REPRINT
PAGE 1

Chrysler Dodge Jeep Ram Fiat Manhattan
629 West 54th Street
New York, NY 10019
212-649-2208
www.nycjeep.com

REGISTRATION NUMBER:
FACILITY NUMBER: 7124765

SERVICE ADVISOR: 480382 Grubb, Gordon

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
SILVER	19	JEEP WRANGLER UNLIMI	1C4HJXE [REDACTED]		1634/	T4068
DEL DATE	PROD DATE	WARR EXP	PROMISED	RATE	PAYMENT	INV DATE
24JAN20 DD			17:00 23JUN20	189.95	CASH	
R.O. OPENED	READY	OPTIONS: SOLD-STK:JE19607 ENG:EC3 TRN:DFT				
23JUN2020 09:13						

LINE	OP CODE	FRH	TECH	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A		0.00	669614	C	OWNER STATES VEHICLE SHUT DOWN ON HIGHWAY - HAD TO SIT @ 20 MINS. BEFORE WOULD RESTART - CHECK ENGINE LIGHT ON NOW - CHECK OUT AND REPORT

B 0.00 669614 C OWNER HAS CASE STARTED WITH FCA

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS, WITHOUT ANY WARRANTY OR GUARANTEE. THE DEALERSHIP HEREBY 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 ANY PARTS OR ACCESSORIES OR ANY REPAIRS PERFORMED TO THE VEHICLE. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR ORIGINAL PARTS 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.

LABOR COSTS: Our labor charges may be based on a Job Rate, an Hourly Rate multiplied by clock hours, Flat Rate Manual time, or a combination thereof. See "Rate" above. Our Hourly Rate is \$NA. The Manual time used for Flat Rates is NA.

You have the right to review time rates as listed in the Manual upon request.

PAYMENT TERMS: I agree to pay for the inspection and repairs I authorize, along with the necessary materials, in Cash or approved credit card upon completion of the repairs unless the Dealership agrees to other payment arrangements in advance. If I authorize commencement of repairs or disassembly of the vehicle or a vehicle component for diagnostic purposes and do not authorize completion of a repair or service, I understand that a charge will be imposed for disassembly, reassembly or partially completed work and I agree to pay the same. A garage man's lien is hereby acknowledged on the vehicle to secure the cost of labor, materials, parts and other authorized charges.

By Signing Below: I agree that: (1) I have read this Repair Order and I authorize the completion of the services/repairs listed above in accordance with the terms and conditions herein; (2) Dealership is not responsible for any delays caused by the unavailability of a supplier or transporter or for any loss or damage to the vehicle or articles in the case of fire, theft, hail, wind or any other cause beyond its control; (3) operate the vehicle on streets, highways or public roadways for the purpose of inspecting the vehicle; and (4) I authorize the retrieval of on-board data of vehicle repairs and the sharing of that data with the vehicle manufacturer for research purposes.

Customer X Date

Dealer CA9 2014 CDE Group, LLC 07/17/2020 WORKORDER TYPE 2 - 25/20 - "A3-15" - NY 3206193

ESTIMATE: OUR DEALERSHIP WILL PROVIDE YOU WITH AN ESTIMATE OF THE COST OF PARTS AND LABOR NECESSARY TO PERFORM REPAIRS UPON REQUEST. YOUR BILL WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR AUTHORIZATION. PLEASE INITIAL BEHIND THE KIND OF ESTIMATE YOU WANT TO RECEIVE.

____ WRITTEN ESTIMATE _____ ORAL ESTIMATE _____ NO ESTIMATE

☐ It is necessary to disassemble the vehicle to provide an estimated price for repairs. The estimated tear-down and reassembly charge is \$ _____ and does not include the cost of repairs.

PRELIMINARY ESTIMATE/DIAGNOSTIC FEE \$ _____

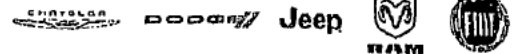
STORAGE CHARGES: A storage charge equal to 9MA will be assessed and shall accrue daily if I fail to pick up the vehicle within NA business day(s) from the date I am notified that the repairs are complete or after the communication of an estimate if I fail to authorize repairs.

Original Estimate (1) (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Manner of Authorization
				☐ In Person ☐ Via Telephone ☐ Via Fax/E-mail
				☐ In Person ☐ Via Telephone ☐ Via Fax/E-mail

Parts installed are new and all body shop parts are new OEM parts unless noted. Remanufactured and refurbished parts that meet manufacturer approved requirements may be installed at our discretion. Additional information is available replaced parts will be returned to you upon written request, except those parts sold to a manufacturer's warranty or sold on an exchange basis.

Parts (INITIAL) Save Replaced Parts (INITIAL)

ALL-STATE LEGAL
PLAINTIFF'S
EXHIBIT
C



Chrysler Dodge Jeep Ram Fiat Manhattan
629 West 54th Street
New York, NY 10019
212-649-2208
www.nycjeep.com

WORKORDER

PAGE 1

REGISTRATION NUMBER:
FACILITY NUMBER: 7124786

SERVICE ADVISOR: :2 Grubb, Gordon

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
SILVER	19	JEEP WRANGLER UNLIMI	1C4HJXEN		1634 /	T4068
DEL DATE	PROD DATE	WARR EXP	PROMISED	RATE	PAYMENT	INV DATE
24JAN20 DD			17:00 23JUN20	189.95	CASH	
R.O. OPENED	READY	OPTIONS: SOLD-STK:JE19607 ENG:EC3 TRN:DFT				

23JUN2020 09:13

LINE	OP CODE	FRH	TECH...	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A		0.00		C	OWNER STATES VEHICLE SHUT DOWN ON HIGHWAY - HAD TO SIT @ 20 MINS. BEFORE WOULD RESTART - CHECK ENGINE LIGHT ON NOW - CHECK OUT AND REPORT

B 0.00 G OWNER HAS CASE STARTED WITH FCA

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS, WITHOUT ANY WARRANTY OR GUARANTEE. THE DEALERSHIP HEREBY 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 ANY PARTS OR ACCESSORIES OR ANY REPAIRS PERFORMED TO THE VEHICLE. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR ORIGINAL PARTS 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.

LABOR COSTS: Our labor charges may be based on a Job Rate, an Hourly Rate multiplied by clock hours, Flat Rate Manual time, or a combination thereof. See "Rate" above. Our Hourly Rate is \$NA. The Manual(s) used for Flat Rates is NA.

PAYMENT TERMS: I agree to pay for the inspection and repairs I authorize, along with the necessary materials, in Cash or approved credit card upon completion of the repairs unless the Dealership agrees to other payment arrangements in advance. If I authorize commencement of repairs or disassembly of the vehicle or a vehicle component for diagnostic purposes and do not authorize completion of a repair or service, I understand that a charge will be imposed for disassembly, reassembly or partially completed work and I agree to pay the same. A garageman's lien is hereby acknowledged on the vehicle to secure the cost of labor, materials, parts and other authorized charges.

By Signing Below, I agree that: (1) I have read this Repair Order and I authorize the completion of the services/repairs listed above in accordance with the terms and conditions herein; (2) the Dealership is not responsible for any delays caused by the unavailability of parts or shipping by a supplier or transporter or for any loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, hail, wind or any other cause beyond its control; (3) the Dealership may operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle; and (4) I authorize the retrieval of on-board data as needed to facilitate vehicle repairs and the sharing of that data with the vehicle manufacturer for diagnostic or research purposes.

Customer X Date

MANHATTAN 214 CDE 2046, LLC 01/13 WORKORDER TYPE 7 - 75WTC - ASIS - NY - 8059490

ESTIMATE: OUR DEALERSHIP WILL PROVIDE YOU WITH AN ESTIMATE OF THE COST OF PARTS AND LABOR NECESSARY TO PERFORM REPAIRS UPON REQUEST. YOUR BILL WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR AUTHORIZATION. PLEASE INITIAL DESIDE THE KIND OF ESTIMATE YOU WANT TO RECEIVE.

WRITTEN ESTIMATE CRAL ESTIMATE NO ESTIMATE

It is necessary to disassemble the vehicle to provide an estimated price for repairs. The estimated teardown and reassembly charge is \$ and does not include the cost of repairs.

PRELIMINARY ESTIMATE/DIAGNOSTIC FEE \$

STORAGE CHARGES: A storage charge equal to \$NA will be assessed and shall accrue daily if I fail to pick up the vehicle within NA business days from the date I am notified that the repairs are complete or after the communication of an estimate if I fail to authorize repairs.

Original Estimate (1) (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Manner of Authorization
				☐ In Person ☐ Via Telephone ☐ Via Fax/E-mail
Revised Estimate (2)				☐ In Person ☐ Via Telephone ☐ Via Fax/E-mail

PARTS: All parts installed are new and all body shop parts are new OEM parts unless otherwise indicated. Remanufactured and refurbished parts that meet manufacturer approved source part requirements may be installed at our discretion. Additional information is available upon request. Replaced parts will be returned to you upon written request, except those parts which are subject to a manufacturer's warranty or sold on an exchange basis.

Discard Replaced Parts (INITIAL) Save Replaced Parts (INITIAL)

CUSTOMER COPY

**Service of Process
Transmittal**

08/06/2020

CT Log Number [REDACTED]

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

RE: Process Served in California

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], etc., Pltf. vs. FCA US LLC, et al., Dfts.

DOCUMENT(S) SERVED: Summons, Complaint, Cover Sheet, Instructions, Notice(s), Stipulation(s)

COURT/AGENCY: San Diego County - Superior Court - San Diego, CA
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2019 Jeep Wrangler Unlimited, VIN: 1C4HJXDN5K [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 08/06/2020 at 14:16

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S) / SENDER(S): Christopher P. Barry
ROSNER, BARRY & BABBITT, LLP
10085 Carroll Canyon Road, Suite 100
San Diego, CA 92131
858-348-1005

ACTION ITEMS: CT has retained the current log, Retain Date: 08/07/2020, Expected Purge Date: 08/12/2020

Image SOP

Email Notification, Lance Arnott SOPVerification@wolterskluwer.com

SIGNED: C T Corporation System
ADDRESS: 1999 Bryan St Ste 900
Dallas, TX 75201-3140

For Questions: 877-564-7529
MajorAccountTeam2@wolterskluwer.com

PROCESS SERVER DELIVERY DETAILS

Date: Thu, Aug 6, 2020

Server Name:

[REDACTED]

Location:

Panorama City , CA-LA

Entity Served

FCA US LLC

Agent Name

C T CORPORATION SYSTEM (C0168406)

Case Number

[REDACTED]

Jurisdiction

CA-LA

[REDACTED]

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

FCA US LLC; Sunroad KM CJDR, LLC; and DOES 1 through 75, inclusive

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

an individual

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

07/10/2020 at 03:30:00 PM
Clerk of the Superior Court
By Regina Chanez, Deputy Clerk

NOTICE: You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO:** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

County of San Diego, Hall of Justice
330 West Broadway, San Diego, 92101

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es): Christopher P. Barry/David L. Herman
Rosner, Barry & Babbitt, LLP, 10085 Carroll Canyon Rd., Ste 100, San Diego, CA 92131 (858)348-1005/F:

DATE: 07/13/2020
(Fecha)

Clerk, by
(Secretario)

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): FCA US LLC
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☒ other (specify): a limited liability company
4. ☐ by personal delivery on (date)

1 ROSNER, BARRY & BABBITT, LLP
2 Christopher P. Barry, SBN 179308
3 David L. Herman, SBN 216469
4 10085 Carroll Canyon Road, Suite 100
5 San Diego, California 92131
6 Telephone: (858) 348-1005
7 Facsimile: (858) 348-1150
8 *hawk@rbblawgroup.com*
9 *david@rbblawgroup.com*

10 Attorneys for Plaintiff

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

07/02/2020 at 12:24:33 PM
Clerk of the Superior Court
By Maria Acevedo, Deputy Clerk

11
12
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF SAN DIEGO – HALL OF JUSTICE

15 [REDACTED] an individual,
16
17 Plaintiff,
18
19 v.
20 FCA US LLC;
21 SUNROAD KM CDJR, LLC; and DOES 1
22 through 75, inclusive,
23
24 Defendants.

Case No. [REDACTED]

COMPLAINT

1. VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT, CIVIL CODE § 1790 *ET SEQ.* – BREACH OF EXPRESS WARRANTY AS TO FCA US LLC AND DOES 1-75;
2. VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT, CIVIL CODE § 1790 *ET SEQ.* – FAILURE TO PROMPTLY REPURCHASE PRODUCT (CIVIL CODE § 1793.2(d) AS TO FCA US LLC AND DOES 1-75;
3. VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT, CIVIL CODE § 1790 *ET SEQ.* – FAILURE TO COMMENCE REPAIRS WITHIN A REASONABLE TIME AND TO COMPLETE WITHIN 30 DAYS (CIVIL CODE § 1793.2(b) AS TO FCA US LLC AND DOES 1-75;
4. VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT, CIVIL CODE § 1790 *ET SEQ.* – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AS TO ALL DEFENDANTS

1 Plaintiff [REDACTED] alleges the following against Defendants FCA US LLC,
2 SUNROAD KM CDJR, LLC dba KEARNY MESA CHRYSLER DODGE JEEP RAM, and Does 1-75
3 on information and belief, formed after a reasonable inquiry under the circumstances:

4 **PARTIES AND VENUE**

5 1. Plaintiff Maribel Durazo ("Plaintiff") is an individual who resided in the City of San
6 Diego, County of San Diego, State of California, at the time the contract, which is the subject of this
7 lawsuit, was signed.

8 2. Defendant FCA US LLC ("FCA") is or was the manufacturer and/or distributor of the
9 Vehicle that is the subject of this litigation. FCA is a limited liability company licensed to do business in
10 the State of California and doing business in the County of San Diego through Defendant Sunroad KM
11 CDJR, LLC dba Kearny Mesa Chrysler Dodge Jeep Ram ("Kearny Mesa CDJR").

12 3. Defendant Sunroad KM CDJR, LLC dba Kearny Mesa Chrysler Dodge Jeep Ram
13 ("Kearny Mesa CDJR") is or was registered to do business as an auto dealership in the State of California,
14 and doing business in the City of San Diego, County of San Diego, State of California

15 4. Plaintiff does not know the true names and capacities, whether corporate, partnership,
16 associate, individual, or otherwise, of Defendants sued herein as Does 1 through 75, inclusive, and thus
17 names them under the provisions of Code of Civil Procedure § 474. Defendants Does 1 through 75,
18 inclusive, are in some manner responsible for the acts, occurrences, and transactions set forth herein, and
19 are legally liable to Plaintiff and/or they are the alter-ego of the Defendants named herein. Plaintiff will
20 set forth the true names and capacities of the fictitiously-named Defendants together with appropriate
21 charging allegations when ascertained.

22 5. All acts of FCA's employees, as hereinafter alleged, were authorized or ratified by the
23 owner or managing agents of FCA. All acts of Kearny Mesa CDJR's employees, as hereinafter alleged,
24 were authorized or ratified by the owner or managing agents of Kearny Mesa CDJR.

25 **SUMMARY OF ALLEGATIONS**

26 6. On January 2, 2020, Plaintiff leased a new 2019 Jeep Wrangler Unlimited, VIN:
27 1C4HJXDN5K [REDACTED] ("the Vehicle") from Kearny Mesa CDJR.

28 ///

1 7. FCA provided an express basic warranty of 3 years/36,000 miles and an express
2 powertrain warranty of 5 years/60,000 miles for the Vehicle. Because the Vehicle was covered under
3 FCA'S express warranty, the implied warranty of merchantability accompanied the lease of the Vehicle
4 to Plaintiff, as a matter of law.

5 8. Under the respective express and implied warranties, FCA undertook to preserve or
6 maintain the utility or performance of the Vehicle or provide compensation if there was a failure of such
7 utility or performance.

8 9. Kearny Mesa CDJR also provided a distinct implied warranty of merchantability on the
9 Vehicle. The implied warranty was a material condition to Plaintiff's lease of the Vehicle.

10 10. Plaintiff is informed and believes that Kearny Mesa CDJR is an authorized FCA repair
11 facility. In addition, FCA trains Kearny Mesa CDJR's employees as to the benefits and features of
12 vehicles and products being sold or leased, as well as the terms and conditions of any warranty being
13 provided.

14 11. The Vehicle was delivered to Plaintiff with serious defects and nonconformities to
15 warranty and developed other serious defects and nonconformities to warranty.

16 12. Within a week acquiring the Vehicle, Plaintiff began to experience problems with the
17 Vehicle's steering wheel locking up and stalling. Plaintiff took the Vehicle to Kearny Mesa CDJR three
18 times for repair attempts for the Vehicle's steering wheel and stalling during the express warranty.
19 Plaintiff continue to experience problems with the Vehicle.

20 13. On January 6, 2020 – just four days after leasing the Vehicle - Plaintiff had the Vehicle
21 towed to Kearny Mesa CDJR because the steering wheel seized up when driving. The technicians found
22 the ground 822A hanging loose under the Vehicle with stud broken and nut attached, and reattached the
23 ground on the frame cross-member, and returned the Vehicle to Plaintiff on January 15, 2020.

24 14. On or about January 16, 2020, Plaintiff brought the Vehicle to Kearny Mesa CDJR
25 because the steering wheel had locked up again. The technicians found the grounding fault had returned,
26 and rewelded the ground stud onto the frame cross-member, and returned the Vehicle to Plaintiff on
27 January 31, 2020.

28 ///

1 warranty, but they intentionally declined to fulfill that obligation. Accordingly, Plaintiff is entitled to a
2 civil penalty of two times Plaintiff's actual damages pursuant to Civil Code section 1794(c).

3 25. Plaintiff is entitled to and justifiably revokes acceptance of the Vehicle under Song-
4 Beverly.

5 26. Plaintiff is entitled to all incidental and consequential damages resulting from the failure
6 of FCA to comply with its obligations under Song-Beverly.

7 27. Plaintiff is entitled under Song-Beverly to recover as part of the judgment a sum equal to
8 the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in connection
9 with the commencement and prosecution of this action.

10 **SECOND CAUSE OF ACTION**

11 **Violation of the Song-Beverly Consumer Warranty Act, Civ. Code 1790 et seq.**

12 **Failure To Promptly Repurchase Product- Civil Code § 1793.2(d)**

13 **(As to FCA US LLC and Does 1-75 Only)**

14 28. Plaintiff incorporates by reference each and every allegation set forth in Paragraphs 1
15 through 27, inclusive, of this Complaint.

16 29. FCA and/or its representatives in this state have been unable and/or have refused to service
17 or repair the Vehicle to conform to the applicable express warranties after a reasonable number of
18 attempts. Despite this fact, FCA failed to promptly replace the Vehicle or make restitution to Plaintiff as
19 required by Civil Code sections 1793.2(d) and 1793.1(a)(2) and will continue to fail to promptly do so
20 even after this lawsuit is filed.

21 30. Plaintiff has been damaged by FCA'S failure to comply with its obligations pursuant to
22 Civil Code sections 1793.2(d) and 1793.1(a)(2), and therefore brings this claim pursuant to section 1794.

23 31. Civil Code section 1793.2(d) is a statute that imposes strict liability without regard to
24 intent and which is intended to protect the general welfare. FCA and its employees or representatives are
25 persons who are in a position of responsibility which allows them to influence business policies or the
26 activities of FCA in this action. There is a nexus between their position in the entity and the violation
27 alleged here such that they could have influenced the actions which constituted the violations. Their
28 actions or inactions facilitated the violations alleged herein.

32. FCA's failure to comply with its obligations under section 1793.2(d) was willful, in that FCA and/or its representative were aware that they were unable and/or refused to service or repair the Vehicle to conform to the applicable express warranties after a reasonable number of repair attempts, yet FCA failed and refused to promptly replace the Vehicle or make restitution despite Plaintiff's demand. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiffs' actual damages pursuant to section 1794(c).

THIRD CAUSE OF ACTION

Violation of the Song-Beverly Consumer Warranty Act, Civ. Code 1790 et seq.

Failure to Commence Repairs Within A Reasonable Time And To Complete Them Within 30

Days- Civil Code § 1793.2(b)

(As to FCA US LLC and Does 1-75 Only)

33. Plaintiff incorporates by reference each and every allegation set forth in Paragraphs 1 through 32, inclusive, of this Complaint.

34. Although Plaintiff delivered the Vehicle to FCA or FCA's representative in this state, FCA and/or its representative failed to commence the service or repairs within a reasonable time and failed to service or repair the Vehicle so as to conform to the applicable warranties within 30 days, in violation of Civil Code section 1793.2(b). Plaintiff did not extend the time for completion of repairs beyond the 30-day requirement.

35. Plaintiff has been damaged by FCA's failure to comply with its obligations pursuant to section 1793.2(b), and therefore brings this claim pursuant to section 1794.

36. FCA's failure to comply with its obligations under section 1793.2(b) was willful, in that FCA and/or its representative were aware that they were obligated to service or repair the Vehicle to conform to the applicable express warranties within 30 days, yet they failed to do so. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to section 1794(c).

///

///

///

///

1 **FOURTH CAUSE OF ACTION**

2 **Violation of the Song-Beverly Consumer Warranty Act, Civ. Code 1790 et seq.**

3 **Breach of Implied Warranty of Merchantability**

4 **(As to All Defendants)**

5 37. Plaintiff incorporates herein each and every allegation set forth in paragraphs 1 through
6 36, inclusive, of this Complaint.

7 38. In connection with the purchase, Plaintiff received an express written warranty in which
8 FCA undertook to preserve or maintain the utility or performance of the Vehicle or to provide
9 compensation if there is a failure in utility or performance for a specified period of time. The warranty
10 provided, in relevant part, that in the event a defect developed with the Vehicle during the warranty
11 period, Plaintiff could deliver the Vehicle for repair services to FCA or its representative and the Vehicle
12 would be repaired.

13 39. During the warranty period, the Vehicle contained or developed various defects, as
14 described above.

15 40. Pursuant to Civil Code sections 1792 and 1791.1, the sale of the Vehicle was accompanied
16 by FCA's and Kearny Mesa CDJR's implied warranties of merchantability. The duration of the implied
17 warranty is coextensive in duration with the duration of the express written warranty provided by FCA.

18 41. The implied warranty of merchantability means and includes that the Vehicle will comply
19 with each of the following requirements: (1) The Vehicle will pass without objection in the trade under
20 the contract description; (2) The Vehicle is fit for the ordinary purposes for which such goods are used;
21 (3) The Vehicle is adequately contained, packaged, and labeled; and (4) The Vehicle will conform to the
22 promises or affirmations of fact made on the container or label.

23 42. During the time period in which the implied warranty was in effect, the Vehicle contained
24 or developed the defects stated above. The existence of each of these defects constitutes a breach of the
25 implied warranty because the Vehicle (1) does not pass without objection in the trade under the contract
26 description, (2) is not fit for the ordinary purposes for which such goods are used, (3) is not adequately
27 contained, packaged, and labeled, and (4) does not conform to the promises or affirmations of fact made
28 on the container or label.

43. Plaintiff has rightfully rejected and/or justifiably revoked acceptance of the Vehicle and have exercised a right to cancel the sale. By serving this Complaint, Plaintiff does so again. Accordingly, Plaintiff seeks the remedies provided in Civil Code section 1794(b)(1), including the entire purchase price. In the alternative, Plaintiff seeks the remedies set forth in Civil Code section 1794(b)(2), including the diminution in value of the Vehicle resulting from its defects. Plaintiff believes that, at the present time, the Vehicle's value is de minimis.

44. Plaintiff has been damaged by FCA's and Kearny Mesa CDJR's failure to comply with their obligations under the implied warranties, and therefore brings this claim pursuant to Civil Code § 1794.

PRAYER FOR RELIEF

Accordingly, Plaintiff prays for judgment as follows and as permitted as to each cause of action:

1. for damages in the amount of \$39,385.00;
2. for rescission in the amount of \$39,385.00;
3. for incidental and consequential damages according to proof at trial;
4. for a civil penalty under Civil Code section 1794(c);
5. for pre-judgment interest at the legal rate;
6. for reasonable attorneys' fees and costs of suit as permitted by law (including, but not limited to, Civil Code § 1794(d)); and
7. for such other and further relief as the Court deems just and proper under the circumstances.

Dated: July 2, 2020

ROSEN [REDACTED] RABBITT, LLP

By: [REDACTED] ty

David L. Herman
Attorneys for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Christopher P. Barry, SBN 179308/David L. Herman, SBN 216469 Rosner, Barry & Babbitt, LLP 10085 Carroll Canyon Rd., Ste 100 San Diego, CA 92131 TELEPHONE NO: [REDACTED] FAX NO.: (858)348-1150 ATTORNEY FOR (Name): [REDACTED]	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 07/10/2020 at 03:38:00 PM Clerk of the Superior Court By Regina Chanex, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego, 92101 BRANCH NAME: Hall of Justice	
E: [REDACTED] v. FCA US LLC, et al.	
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)	Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
JUDGE: Ronald F. Frazier DEPT: C-65	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☐ Other employment (15)	Contract ☒ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
--	---	---

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☐ Substantial amount of documentary evidence | d. ☐ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☐ Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Four
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related cases (CM-015.)

Date: July 10, 2020
 David L. Herman

(TYPE OR PRINT NAME)

OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (If the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (not asbestos or toxic/environmental) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (not medical or legal)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)
Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (not provisionally complex) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (If the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (non-domestic relations)
Sister State Judgment
Administrative Agency Award (not unpaid taxes)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint RICO (27)

Other Complaint (not specified above) (42)
Declaratory Relief Only
Injunctive Relief Only (non-harassment)
Mechanics Lien
Other Commercial Complaint Case (non-tort/non-complex)
Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (not specified above) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

STREET ADDRESS: 330 W Broadway
MAILING ADDRESS: 330 W Broadway
CITY AND ZIP CODE: San Diego, CA 92101-3827
BRANCH NAME: Central
TELEPHONE NUMBER: (619) 450-7065

PLAINTIFF(S) / PETITIONER(S): [REDACTED]

DEFENDANT(S) / RESPONDENT(S): FCA US LLC

[REDACTED] VS FCA US LLC [IMAGED]

**NOTICE OF CASE ASSIGNMENT
and CASE MANAGEMENT CONFERENCE****CASE ASSIGNED FOR ALL PURPOSES TO:**

Judge: Ronald F. Frazier

Department: C-65

COMPLAINT/PETITION FILED: 07/02/2020

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	04/02/2021	10:45 am	C-65	Ronald F. Frazier

Due to the COVID-19 pandemic, all hearings will be conducted remotely until further notice. Absent an order of the court, personal appearances at the hearing will not be allowed. For information on arranging telephonic or video appearances, contact CourtCall at (888)882-6878, or at www.courtcall.com. Please make arrangements with CourtCall as soon as possible.

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

COURT REPORTERS: Court reporters are not provided by the Court in Civil cases. See policy regarding normal availability and unavailability of official court reporters at www.sdcourt.ca.gov.

*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER [REDACTED]

CASE TITLE [REDACTED] vs FCA US LLC [IMAGED]

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at www.courtinfo.ca.gov/selfhelp/lowcost.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	FOR COURT USE ONLY
PLAINTIFF(S): [REDACTED]	
DEFENDANT(S): FCA US LLC	
SHORT TITLE: [REDACTED] VS FCA US LLC [IMAGED]	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: [REDACTED]

Judge: Ronald F. Frazier

Department: C-65

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- | | |
|---|--|
| ☐ Mediation (court-connected) | ☐ Non-binding private arbitration |
| ☐ Mediation (private) | ☐ Binding private arbitration |
| ☐ Voluntary settlement conference (private) | ☐ Non-binding judicial arbitration (discovery until 15 days before trial) |
| ☐ Neutral evaluation (private) | ☐ Non-binding judicial arbitration (discovery until 30 days before trial) |
| ☐ Other (specify e.g., private mini-trial, private judge, etc.): _____ | |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____

Date: _____

Name of Plaintiff

Name of Defendant

Signature

Signature

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature

Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 07/06/2020

JUDGE OF THE SUPERIOR COURT



Superior Court of California County of San Diego

NOTICE OF ELIGIBILITY TO eFILE AND ASSIGNMENT TO IMAGING DEPARTMENT

This case is eligible for eFiling. Should you prefer to electronically file documents, refer to General Order in re procedures regarding electronically imaged court records, electronic filing, and access to electronic court records in civil and probate cases for rules and procedures or contact the Court's eFiling vendor at www.onelegal.com for information.

This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).

On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website.

You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 30 days. After that time it will be destroyed and recycled. Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806. Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words **"IMAGED FILE"** in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
3323 NE 163rd Street, Suite 504
North Miami Beach, Florida 33160

Telephone (888) 415-0610
Facsimile (888) 809-7010
Email: info@lemonlawgrouppartners.com

February 8, 2021

FCA US LLC
P.O. Box 21-8004
Auburn Hills, MI 48321-8004

Re: [REDACTED]
Vehicle: 2019 Jeep Wrangler
VIN: 1C4HJXFG8 [REDACTED]

RECEIVED

FEB 18 2021

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

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of [REDACTED] relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client in reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

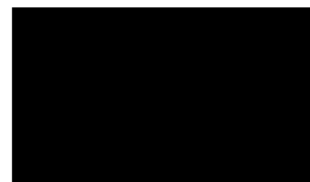
Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC
By: s/n Brooks Siegel
Attorney for Plaintiff

CC: Tacoma Dodge Chrysler Jeep RAM, 4101 S Tacoma Way, Tacoma, WA 98409

FCA US LLC
Office of the General Counsel



424140-42-28-PRI
Lemon Law Group Partners PLC
3323 163rd St, Suite 504
North Miami Beach, FL 33160

PRESORTED
FIRST-CLASS MAIL
POSTAGE AND FEES PAID
C2M LLC
22202

1*****SNGLP 480

FCA US LLC
PO Box 218004
Auburn Hills, MI 48321-8004



LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law

9663 Santa Monica Blvd

Suite #176

Beverly Hills, CA 90210

Telephone (888) 415-0610

Facsimile (888) 809-7010

Email: info@lemonlawgrouppartners.com

March 18, 2021

FCA US LLC
P.O. Box 21-8004
Auburn Hills, MI 48321-8004

RECEIVED

MAR 31 2021

Re [REDACTED]
Vehicle: 2018 Jeep Wrangler
VIN: 1C4HJXCNS [REDACTED]

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

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of [REDACTED] relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client in reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

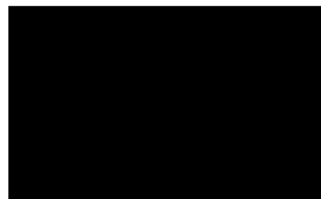
LEMON LAW GROUP PARTNERS PLC

By: s/n Kathryn Abrams

Of Counsel Attorney for Plaintiff

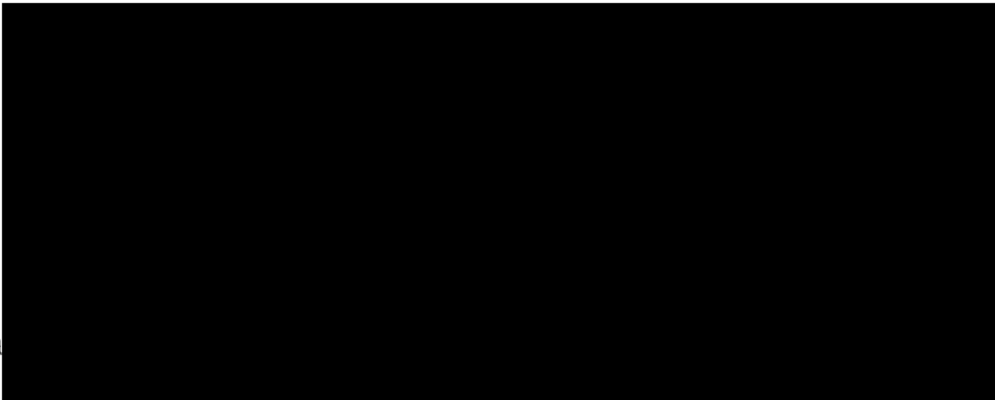
CC: Jack Powell Chrysler Dodge Jeep RAM, 1625 Auto Park Way S, Escondido, CA 92029

FCA US LLC
Office of the General Counsel



4350381-1-PRI
Lemon Law Group Partners PLC
3323 163rd St, Suite 504
North Miami Beach, FL 33160

PRESORTED
FIRST-CLASS MAIL
POSTAGE AND FEES PAID



1*****SNG

FCA US LLC
PO Box 218004
Auburn Hills, MI 48321-8004



**Service of Process
Transmittal**

04/02/2021

CT Log Number [REDACTED]

TO: Melissa Graylin
Fca US LLC
1000 CHRYSLER DR OFC OF
AUBURN HILLS, MI 48326-2766

RE: Process Served in California

FOR: FCA US LLC (Domestic State: DE)

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

TITLE OF ACTION: [REDACTED], Pltf. vs. FCA US, LLC, et al., Dfts.
Name discrepancy noted.

DOCUMENT(S) SERVED: Summons, Complaint, Exhibit(s), Cover Sheet, Instructions

COURT/AGENCY: Tulare County - Superior Court - Visalia, CA
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2019 Jeep Wrangler, VIN:
1C4HJXFG8K [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 04/02/2021 at 14:30

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service (Document(s) may contain additional answer dates)

ATTORNEY(S) / SENDER(S): Tionna Dolin
Strategic Legal Practices, APC
1840 Century Park East, Suite 430
Los Angeles, CA 90067
(310) 929-4900

ACTION ITEMS: CT has retained the current log, Retain Date: 04/05/2021, Expected Purge Date:
04/10/2021

Image SOP

Email Notification, Lance Arnott sopverification@wolterskluwer.com

REGISTERED AGENT ADDRESS: C T Corporation System
818 West 7th Street
Los Angeles, CA 90017
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

PROCESS SERVER DELIVERY DETAILS

Date: Fri, Apr 2, 2021

Server Name:



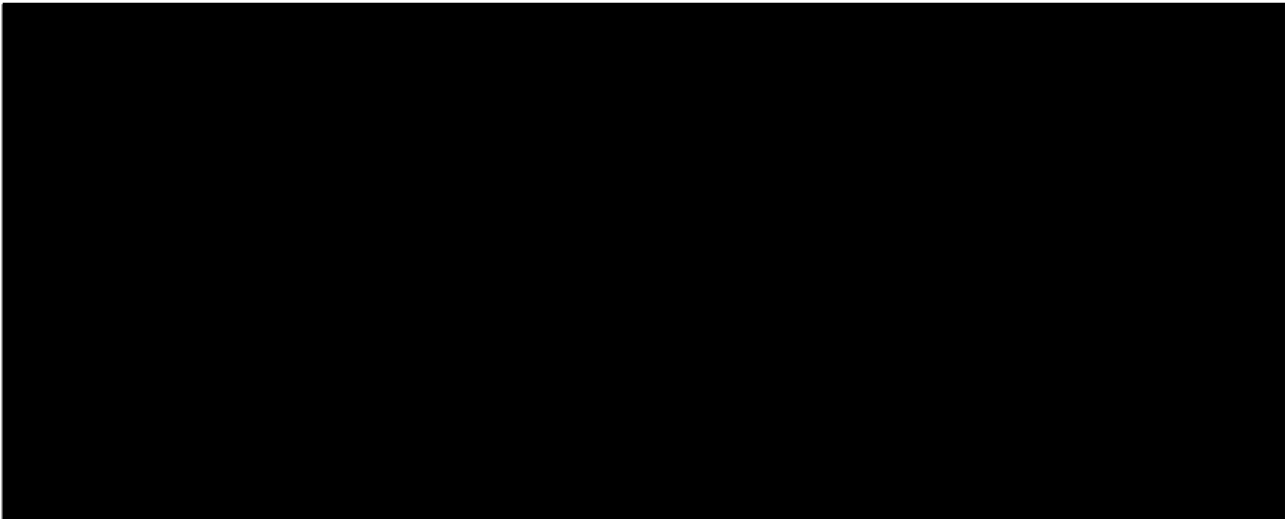
Entity Served FCA US LLC

Agent Name C T CORPORATION SYSTEM (C0168406)

Case Number



Jurisdiction CA



SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

FCA US LLC; LAMPE CHRYSLER DODGE JEEP RAM and DOES 1
through 10 inclusive

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte lo podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

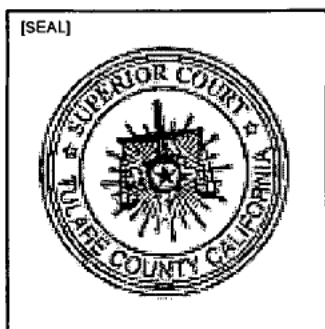
The name and address of the court is:
(El nombre y dirección de la corte es): Visalia (County Civic Center)
221 South Mooney Boulevard
Visalia, CA 93291

CASE NUMBER:
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Tionna Dolin; 1840 Century Park East, Suite 430, Los Angeles, CA 90067; Tel: (310) 929-4900

DATE: 03/01/2021 Clerk, by Stephanie Cameron, Deputy (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form) (Para prueba de entrega de esta citación use el formulario Proof of Service of S)



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): FCA VS LLC
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☒ other (specify): LLC
4. ☒ by personal delivery on (date):

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

03/01/2021

STEPHANIE CAMERON, CLERK
April Mathews, Deputy

Assigned to Judicial Officer

Bret Hillman

For All Purposes

1 Tionna Dolin (SBN 299010)
2 Email: tdolin@slpattorney.com
3 emailservices@slpattorney.com
4 Strategic Legal Practices, APC
1840 Century Park East, Suite 430
Los Angeles, CA 90067
Telephone: (310) 929-4900
5 Facsimile: (310) 943-3838

6 Attorneys for Plaintiff [REDACTED]

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8 COUNTY OF TULARE

9
10 [REDACTED]
11 Plaintiff,
12 vs.
13 FCA US, LLC; LAMPE CHRYSLER DODGE
14 JEEP RAM ; and DOES 1 through 10, inclusive,
15 Defendants.
16
17
18
19
20
21
22
23
24
25
26
27
28

Case No.: [REDACTED]

Hon. Case Management Conference
Dept. 06/29/2021 08:30 AM - Department 07

COMPLAINT FOR VIOLATION OF
STATUTORY OBLIGATIONS

JURY TRIAL DEMANDED

COMPLAINT; JURY TRIAL DEMANDED

Plaintiff allege as follows:

PARTIES

1. As used in this Complaint, the word "Plaintiff" shall refer to Plaintiff [REDACTED]

2. Plaintiff is resident of Tulare County, California.

3. As used in this Complaint, the word "Defendant" shall refer to all Defendants named in this Complaint, unless otherwise specified.

4. Defendant FCA US, LLC ("Defendant FCA") is a corporation organized and in existence under the laws of the State of Delaware and registered with the California Department of Corporations to conduct business in California. Defendant FCA's principal place of business is in the State of Michigan. At all times relevant herein, Defendant was engaged in the business of designing, manufacturing, constructing, assembling, marketing, distributing, and selling automobiles and other motor vehicles and motor vehicle components in Tulare County.

5. Defendant LAMPE CHRYSLER DODGE JEEP RAM ("Defendant Lampe" or "Lampe CDJR") is an unknown business entity organized and in existence under the laws of the State of California. At all times relevant herein, Defendant was engaged in the business of selling automobiles and automobile components, and servicing and repairing automobiles in Tulare County.

6. Plaintiff is ignorant of the true names and capacities of the Defendants sued under the fictitious names DOES 1 to 10. They are sued pursuant to Code of Civil Procedure section 474. When Plaintiff become aware of the true names and capacities of the Defendants sued as DOES 1 to 10, Plaintiff will amend this Complaint to state their true names and capacities.

FACTUAL BACKGROUND

7. On July 1, 2019 Plaintiff purchased a 2019 Jeep Wrangler vehicle identification number 1C4HJXFG8K [REDACTED] (hereafter "Vehicle" or "Subject Vehicle"), which was manufactured and or distributed by Defendant FCA. The Vehicle was purchased or used

1 primarily for personal, family, or household purposes. Plaintiff purchased the Vehicle from
2 Defendant LAMPE an entity engaged in the business of manufacturing, distributing, or selling
3 consumer goods at retail.

4 8. In connection with the purchase, Plaintiff received an express written warranty,
5 including a 3 year/36,000 miles bumper to bumper warranty and 5 year/100,000 miles
6 powertrain warranty, which covers the engine and transmission. Defendant undertook to
7 preserve or maintain the utility or performance of the Vehicle or to provide compensation if
8 there is a failure in utility or performance for a specified period of time. The warranty
9 provided, in relevant part, that in the event a defect developed with the Vehicle during the
10 warranty period, Plaintiff could deliver the Vehicle for repair services to Defendant's
11 representative and the Vehicle would be repaired (A true and correct copy of FCA's Express
12 Warranty booklet is attached hereto as Exhibit A).

13 9. During the warranty period, the Vehicle contained or developed defects,
14 including but not limited to, defects related to the electrical system; defects related to the
15 totally integrated power module (TIPM); defects related to the steering system; defects
16 causing the steering to be stiff when cold; defects requiring a flash update of the electric
17 hydraulic power steering (EPS) module; defects requiring replacement of the power steering
18 pump; defects requiring flash updates to the electronic control unit; defects causing the
19 steering to tighten when driving; defects causing the steering to lock up after turning right;
20 defects requiring cleaning and retorquing ground G902A; defects causing the steering to fail
21 when driving; defects requiring rerouting of the wiring harness to the electric power steering
22 pump assembly; defects preventing the vehicle from completing a left turn; defects requiring
23 replacement of the steering damper; and/or any other defects described in the Vehicle's repair
24 history. Said defects substantially impair the use, value, or safety of the Vehicle.

25 10. Plaintiff suffered damages in a sum to be proven at trial in an amount that is not
26 less than \$25,001.00.

27 11. All acts of corporate employees as alleged, were authorized or ratified by an
28 officer, director or managing agent of the corporate employer.

1 12. Each Defendant whether actually or fictitiously named herein, was the
2 principal, agent (actual or ostensible), or employee of each other Defendant and in acting as
3 such principal or within the course and scope of such employment or agency, took some part
4 in the acts and omissions hereinafter set forth by reason of which each Defendant is liable to
5 Plaintiff for the relief prayed for herein.

6 **The Totally Integrated Power Module (TIPM) Defect**

7 13. The Subject Vehicle was factory-equipped with a Totally Integrated Power Module
8 ("TIPM") which is located under the hood in the vehicle engine compartment. Defendant FCA
9 equipped the Subject Vehicle with a TIPM.

10 14. The TIPM is the chief component in the Subject Vehicle's power distribution
11 systems and consists of a computer, relays, fuses, and controls. The TIPM provides the
12 primary means of voltage distribution and protection for the entire vehicle and Defendant
13 FCA acknowledges that the TIPM is intended to provide safe, reliable, and centralized
14 distribution of power to the Subject Vehicle's electrical systems.

15 15. The electrical systems that receive power distributed by the TIPM include the
16 vehicles' safety systems, security system, ignition system., fuel system, electrical powertrain,
17 electrical hydraulic power steering and the vehicles' comfort and convenience systems. These
18 systems control components including the air bags, fuel pump, windshield wipers, headlights,
19 taillights, turn signals, and power windows and doors.

20 16. The TIPM installed in the Subject Vehicle is defective and thus fails to reliably
21 control and distribute power to various vehicle electrical systems and component parts.

22 17. As a result of the TIPM defect, the Subject Vehicle has had multiple issues with
23 the electric hydraulic power steering. The TIPM in the Subject Vehicle is likely to cause a
24 variety of electrical issues such as a loss of steering control function, stalling, and unexpected
25 distractions, such as the vehicle's horn or alarm sounding while on a roadway, which may each
26 increase the risk of injury for the driver, passengers, or others on the roadway. The defective
27 TIPM imposes a substantial safety risk to the operator the vehicle and surrounding drivers.
28

1 18. Defendant FCA has instructed employees in multiple divisions to investigate
2 the TIPM defect. As recently as spring 2012, teams were investigating vehicles equipped with
3 the TIPM not starting, having difficulty starting, and stalling attributed to a malfunction fuel
4 pump relay integral to the TIPM printed circuit board.

5 **Defendant FCA's Knowledge of the TIPM Defect**

6 19. Defendant FCA had superior and exclusive knowledge of the TIPM defects,
7 and knew or should have known that the defects were not known by or reasonably
8 discoverable by Plaintiff before Plaintiff purchased or leased the Subject Vehicle.

9 20. Defendant FCA's knowledge of the TIPM defects since at least 2007 is
10 demonstrated by the numerous consumer complaints submitted to FCA US LLC and to
11 NHTSA, multiple TIPM-related recalls and technical service bulletins, two NHTSA
12 investigations into TIPM-related complaints, Defendant FCA's exhaustive pre-release vehicle
13 testing, and FCA US LLC's exclusive access to post-sale data about the performance of and
14 repairs made to its vehicles. The use of limited recalls and TSBs as stop-gap measures
15 demonstrates a pattern of concealment and improper denial of the TIPM defect by Defendant
16 FCA.

17 21. Defendant FCA vehicles have been plagued with severe TIPM problems for the
18 past decade.

19 22. As a result, Defendant FCA has initiated multiple TIPM-related recalls to
20 address safety or emissions concerns.

21 23. An automotive manufacturer's service bulletin typically takes time to develop
22 and issue because the manufacturer needs to identify and understand the problem, develop and
23 test the new repair instructions, and draft and finalize the bulletin before distributing it to
24 dealerships.

25 24. The defect is so widespread that TIPM replacement parts have often been on
26 national backorder, with drivers reporting from 2011 to 2014 that they had to wait weeks or
27 months to have their TIPMs replaced. In the meantime, Defendant FCA's dealerships and
28

1 auto-technicians are advising many drivers not to drive their vehicles until the TIPM is
2 replaced, due to safety risks.

3 25. In October 2005, Defendant FCA issued Recall 5V-461 for model year ("MY")
4 2006 Dodge Ram 1500 4x4 vehicles to reprogram (i.e., "flash") the TIPM-6 with new
5 software to cure a safety-related defect.

6 26. The defect was that the TIPM-6 could have incorrect transfer case calibration
7 set points. As a consequence, the transfer case could shift into neutral without warning and, if
8 the parking brake were not engaged, the vehicle could roll away.

9 27. Defendant FCA admitted that because of the defect, "the vehicle could roll
10 away with the transmission in the Park position and cause a crash without warning."

11 28. This defect shows that Defendant FCA was aware of the dangerous, life-
12 threatening consequences of a defective TIPM. Yet, despite this knowledge, Defendant FCA
13 manufactured the next generation TIPM, the TIPM-7, without resolving the module's
14 propensity to cause life threatening crashes.

15 29. In May 2007, NHTSA's Office of Defect Investigation ("ODI") opened Preliminary
16 Evaluation PE07-027.

17 30. The ODI had received 53 consumer complaints alleging incidents of engine
18 stalling in MY 2007 Jeep Wrangler vehicles, prompting the evaluation. Most of the stalls
19 occurred suddenly, and in 12 of them a loss of electrical power causing a loss of vehicle
20 lighting coincided with the stalls.

21 31. The purpose of NHTSA's evaluation was to assess the frequency, scope, and safety
22 consequences of the defect in the subject vehicles.

23 32. The ODI agreed to close the evaluation when, on July 3, 2007, FCA US LLC
24 agreed to recall approximately 80,894 MY 2007 Jeep Wrangler and MY 2007 Dodge Nitro
25 vehicles (NHTSA Recall 07V-291).

26 33. To remedy the stalling problem, Defendant FCA agreed to reprogram the TIPM
27 in the subject vehicles with revised software. Defendant FCA admitted that there was an
28

1 "issue" with the TIPM "that could result in an engine stall while driving," which could "cause
2 a crash without warning."

3 34. At the time the evaluation was closed, the ODI had received 230 consumer
4 complaints, two of which involved crashes and injuries. Defendant FCA had directly received
5 at least 279 complaints by this time.

6 35. This recall did not cure all of the TIPM defects in the '2007 Dodge Nitro, as
7 demonstrated by the fact that the 2007 Dodge Nitro was recalled again in November 2009 for
8 a safety defect concerning TIPM-related windshield wiper problems,

9 36. Because the same TIPM was installed in the MY 2007 Dodge Nitro as in the
10 Vehicle, this recall demonstrates Defendant FCA's knowledge of the defective TIPM in the
11 Vehicle.

12 37. This recall did not resolve the stalling problems caused by the faulty TIPM, as
13 demonstrated by a consumer complaint submitted to NHTSA on February 7, 2008 in which
14 the complainant describes stalling in a MY 2007 Jeep Wrangler after having the recall repairs,
15 and subsequently being told by a dealership service manager that the TIPM had to be replaced
16 to cure the stalling problem (NHTSA ID No. 10217364.)

17 38. In June 2007, Defendant FCA released an emission recall, Recall 2007-15-E
18 (G23) on certain vehicles equipped with the TIPM- 7. The recall was conducted to reprogram
19 the vehicles' TIPM to prevent a condition where during some trips the vehicles would have
20 only a single forward gear ratio available. Defendant FCA admitted that "[b]oth emissions and
21 drivability would be affected when vehicle is stuck in one forward gear."

22 39. In May 2008, Defendant FCA distributed TSB 08-018-08 to its nationwide
23 network of authorized dealers and service providers.

24 40. This TSB is not publicly available, either in summary form or in its entirety,
25 because neither Defendant FCA nor NHTSA classified the TIPM defect addressed in the TSB
26 as a safety defect.

27 41. The TSB covered several 2008 MY vehicles equipped with a TIPM-7.
28

42. The TIPM defect purportedly resolved by this TSB involved data recording, specifically, the inability to record data because of TIPM software problems.

43. The TSB states that "[d]ata recording is a valuable tool that provides assistance in diagnosing difficult to duplicate customer concerns. Some of the[se] models ... were incapable of utilizing the data recording features due to software compatibility concerns within the TIPM." In other words, Defendant FCA admitted internally that owners and lessees of these vehicles would suffer mechanical problems with their vehicles, take the vehicles in for repair, and be told that the on board computer did not show that any mechanical "event" or "problem" had occurred. Any reasonable consumer who has taken her car in for repairs would view this as a maddening scenario.

44. It is troubling that this TIPM defect has not been classified as a safety defect. Although the failure to record data itself does not appear to cause a loss of vehicle control and is probably unnoticed by the driver, the failure to record real-time data could fail to record the manifestation of a safety defect, such as stalling, that would present a life-threatening safety hazard. Defendant FCA as well as consumers', ability to detect the manifestation of a safety defect was severely compromised by the inability to record data caused by the defective TIPM.

45. Because the TIPM installed in these vehicles is the same as in the Vehicle, Defendant FCA was aware - yet again - that the TIPM installed in the Vehicle was defective, and chose a stop-gap remedy on a limited set of vehicles.

46. Because the TSB was not publicly available, owners and lessees of these vehicles were unaware of the issue and many of them likely did not obtain the TIPM repair described in the TSB.

47. By proceeding with a non-public TSB instead of a publicly announced safety recall, Defendant FCA chose to remain willfully blind about the manifestation of safety defects that a properly functioning TIPM would have enabled the data recorder to record.

1 48. Rather than disclose the TIPM problem and offer an adequate solution,
2 Defendant FCA attempted to conceal it by advising its network of authorized dealers and
3 service providers to update and/or flash the TIPM instead of replacing it.

4 49. In November 2009, Defendant FCA notified NHTSA of a safety defect
5 affecting the windshield wiper system on certain vehicles equipped with the TIPM-7.

6 50. The TIPM was defective in that a relay controlling the wipers could short out,
7 causing the wipers to fail, in turn causing impaired driver visibility increasing the risk of a
8 crash.

9 51. Defendant FCA recalled 84,680 vehicles to reprogram the TIPM.

10 52. Because the TIPM in the vehicles subject to this recall and in the Vehicle is the
11 same, this recall demonstrates that Defendant FCA knew; at the time that Plaintiff purchased
12 or leased the Vehicle, that the TIPM was defective.

13 53. In August 2011, Defendant FCA distributed TSB 08-053-11 to its nationwide
14 network of authorized dealers and service providers.

15 54. This TSB is not publicly available, either in summary form or in its entirety,
16 because neither Defendant FCA nor NHTSA have classified the TIPM defect addressed in the
17 TSB as a safety defect.

18 55. This TSB covered numerous vehicles equipped with the TIPM.

19 56. The TIPM was defective in that the vehicle theft alarm would intermittently
20 sound for no apparent reason and the vehicles would fail to start.

21 57. The TSB's purported fix was to flash reprogram the TIPM with new software.

22 58. It is troubling that this TIPM defect has not been classified as a safety defect. If
23 a vehicle alarm sounds during regular operation of the vehicle, it could be so jarring and
24 distracting as to cause the driver to lose control of the vehicle. Once again, Defendant FCA
25 chose to address this problem internally rather than conduct a safety recall which would have
26 alerted its customers, NHTSA, and the public to the ongoing, repeated safety problems with
27 the TIPM.
28

1 59. Because the TIPM installed in these vehicles is the same as in the Vehicle,
2 Defendant FCA was aware, once again, that the TIPM installed in the Subject Vehicle was
3 defective, and again chose an inadequate stop-gap remedy on a limited set of vehicles.

4 60. Rather than disclose the TIPM problem and offer an adequate solution,
5 Defendant FCA attempted to conceal it by advising its network of authorized dealers and
6 service providers to update and/or flash the TIPM instead of replacing it.

7 61. In July 2013, Defendant FCA initiated yet another TIPM-related safety recall.
8 Defendant FCA notified NHTSA that the airbag warning lamp would incorrectly illuminate
9 due to an electrical overstress condition within the Occupant Restraint Controller Module
10 ("ORCM"), which would in turn cause the active head restraints to not deploy in certain rear-
11 impact collisions, thereby increasing the risk of injury to a front seat occupant.

12 62. Defendant FCA recalled approximately 442,481 vehicles to flash the TIPM or
13 replace the ORCM, as required. The TIPM was flash reprogrammed in certain vehicles
14 equipped with the TIPM-7.

15 63. Once again, this recall evidences Defendant FCA's knowledge of the defective
16 TIPM and shows FCA US LLC's repeated attempts to employ inadequate piecemeal remedies
17 on the Subject Vehicle.

18 64. On August 21, 2014, the Center for Auto Safety ("CAS") submitted a defect
19 petition to NHTSA, requesting that NHTSA "initiate a safety defect investigation into failures
20 associated with the [TIPM] installed in FCA US LLC SUCs, trucks, and vans beginning in the
21 2007 model year." The petition noted that TIPM failures result in a variety of safety-related
22 problems, "many of which have the potential for destructive results," such as stalling, airbag
23 non-deployment, failure of fuel- pump shutoff: and vehicle fires.

24 65. CAS had received at least 70 complaints related to the TIPM in FCA US LLC
25 vehicles and a stall/no-start condition was the most reported outcome of TIPM failure.
26 Seventeen of these complaints report engine stalling and 34 report a failure to start. Two of
27 them report smoke and one reports a vehicle fire.

28 66. The CAS petition asserts that FCA US LLC's previous TIPM-related recalls were

1 insufficient "to address the TIPM problem widespread throughout FCA US LLC's fleet,
2 instead focusing on a highly limited set of vehicles and circumstances."

3 67. Plaintiff has suffered the consequences of the TIPM failure described by CAS,
4 and Plaintiff agree with CAS's characterization of the TIPM problem as widespread
5 throughout FCA US LLC's fleet and in the Vehicle.

6 68. On September 3, 2014, Defendant FCA notified NHTSA of yet another TIPM-
7 related safety defect. This time, the fuel pump relay within the TIPM could fail, causing
8 stalling without warning or failure to start. In Defendant FCA's words, "[t]he vehicle may
9 intermittently or permanently: not start, not start the first time, not stay running upon start,
10 stall, or the fuel pump may stay energized upon vehicle shutdown," and "[a]n intermittent or
11 failed fuel pump relay could cause the engine to stall while driving and cause a crash without
12 a warning."

13 69. The remedy under Recall 14V-530 was to install a new fuel pump relay
14 external to the TIPM. Defendant FCA may have decided that resolving the problem Within
15 the TIPM was not feasible, given the extensive defects and problems within the TIPM.

16 70. The recall covered 188,723 vehicles equipped with the TIPM-7.

17 71. Yet again, this recall demonstrates Defendant FCA's knowledge that the TIPM
18 in the Subject Vehicle was defective. And again, Defendant FCA chose to implement an
19 inadequate piecemeal remedy.

20 72. On September 8, 2014, the CAS supplemented its defect petition with
21 additional consumer complaints about the TIPM. In the supplement, the CAS identified 24
22 crashes from NHTSA's Early Warning Reporting ("EWR") database that the CAS believes
23 may be related to TIPM failure. Crash reports in the EWR database are submitted by the
24 vehicle manufacturer, demonstrating Defendant FCA's awareness of these crashes.

25 73. On September 25, 2014, NHTSA's ODI opened Investigation DP 14-004 to
26 evaluate the CAS's defect petition. The investigation will "review allegations of [TIPM]
27 failures resulting in engine stall while driving, airbag non-deployment incidents, unintended
28

1 acceleration and/or vehicle fire in certain ... vehicles ... equipped with TIPM-7 modules and
2 manufactured by FCA US LLC Group LLC[.]”

3 74. The ODI investigation covers approximately 4,800,000 vehicles equipped with
4 the TIPM-7.

5 75. On September 30, 2014, the CAS submitted another supplement to its defect
6 petition, including approximately 25 new consumer complaints about the TIPM that it had
7 received.

8 76. With CAS's submission of its defect petition and supplements, and NHTSA's
9 opening of the investigation, Defendant FCA is aware of an of the TIPM-related complaints
10 made to the CAS. This is in addition to all of the TIPM-related complaints made to NHTSA
11 about which Defendant FCA is, and has been, aware. At the very least, Defendant FCA has
12 constructive knowledge of the consumer complaints submitted to NHTSA, which are publicly
13 available on the NHTSA website.

14 77. In response to a request for information by NHTSA, Defendant FCA stated the
15 following in a December 12, 2014 letter to NHTSA:

- 16 a. Defendant FCA had identified 709 reports which relate or may relate to the
17 TIPM in the subject vehicles, representing 199 unique vehicle identification
18 numbers (“VINs”).
- 19 b. FCA US LLC had identified 605 consumer complaints, made to FCA US
20 LLC, which relate or may related to the TIPM .in the subject vehicles,
21 representing 189 unique VINs. Defendant FCA did not specify when it
22 received these complaints.
- 23 c. Defendant FCA had identified 104 Field Reports which relate or-may relate
24 to the TIPM in the subject vehicles; representing 65 unique VINs.
25 Defendant FCA did not specify when it performed these field reports.
- 26 d. Defendant FCA had identified 207 paid warranty claims related to repair or
27 replacement of the TIPM-7 module, representing 126 unique VINs.
28

1 78. In 2013, Defendant FCA conducted a safety recall of 2011 and 2012 model
2 year Dodge Nitro and Jeep Liberty vehicles, through which it would "flash" the vehicles'
3 TIPM. The recall was prompted by the fact that the vehicles could experience illuminated
4 airbag warning lamps and restraints not deploying in collisions.

5 79. In that letter, Defendant FCA stated also that it had identified zero reports of
6 crash, fire, injury, or fatality which relates or may relate to the TIPM in the subject vehicles.
7 However, by the date of that letter consumers had submitted to NHTSA at least six reports
8 describing crashes or fires in the relevant vehicles, rendering Defendant FCA's statement
9 erroneous if not intentionally misrepresentative:

- 10 a. On September 7, 2013, a consumer reported that "the TIPM fuse exploded"
11 in a MY 2011 Jeep Grand Cherokee (NHTSA ID No. 10542447);
- 12 b. On March 19, 2014, a consumer reported that the "wire:s and TIPM started
13 melting and smoking and burned" in a MY 2012 Dodge Ram 5500 (NHTSA
14 ID No. 10573426);
- 15 c. On March 19, 2014, a consumer reported that the TIPM in a MY 2012
16 Dodge Ram 5500 ha. caught fire for the second time in a week and that the
17 consumer had taken the truck to a dealership after the first fire (NHTSA ID
18 No. 10573471);
- 19 d. On June S, 2014, a consumer reported that a five-car pileup occurred
20 immediately behind her because she stalled in the middle of the road due to
21 a faulty TIPM in a MY 2011 Dodge Durango. (NHTSA ID No. 10596370).
- 22 e. On September 18, 2014, a consumer reported that her MY 2011 Durango
23 was "smoking" and that a dealership diagnosed the problem as an electrical
24 short in the TIPM (NHTSA ID No. 10637171).
- 25 f. On October 30, 2014, a consumer reported a crash caused by a stall in a MY
26 2008 Jeep Wrangler (NHTSA ID No. 10651411).
- 27
28

1 80. Defendant FCA has knowledge of the fact that the defective TIPM installed in
2 the Vehicle is prone to sudden failure because of the numerous complaints that consumers
3 have made to NHTSA.

4 81. Owners of vehicles equipped with a TIPM-7 have submitted at least 240
5 complaints to NHTSA about electrical problems including stalling, headlights turning off,
6 and failure to start—most, if not all, of which occurred with no warning whatsoever to the
7 driver.

8 82. By the end of 2011, consumers had submitted over 100 complaints about the
9 TIPM to NHTSA.

10 83. Some of these complaints describe dangerous situations, indicating that
11 Defendant FCA is putting the lives of consumers and their passengers at risk. When a
12 defective TIPM suddenly fails without warning, a driver loses the ability to safely operate
13 their vehicle.

14 84. Many of the complaints to NHTSA were made prior to the sale of the Vehicle
15 to Plaintiff.

16 85. For years, Defendant FCA has monitored drivers' safety-related reports to
17 NHTSA, which can be viewed on the NHTSA's website. There are several hundred
18 complaints on the NHTSA website and elsewhere online dating back to when the TIPM-7 was
19 first introduced in 2007 model year FCA US LLC vehicles.

20 86. As early as 2008, drivers of vehicles equipped with the TIPM started contacting
21 NHTSA to complain that their vehicles were experiencing a host of electrical issues, including
22 uncontrollable activity of the windshield wipers, horn, and alarm system, and the headlights
23 and taillights not working. Drivers also complained that their vehicles would not start and that
24 the vehicles would stall without warning. By the end of 2011, over 100 drivers had
25 complained to NHTSA that they had experienced some combination of these symptoms, and
26 dealers were diagnosing the problems as stemming from a defective TIPM, with some dealers
27 saying the TIPM was already on a nationwide backorder.
28

1 87. Defendant FCA's knowledge of the TIPM defect is also demonstrated by the
2 fact that Defendant FCA studied and tracked TIPM-related issues through exhaustive pre-
3 release testing. In recent years, Defendant FCA has tested models for millions of miles before
4 their release. For example, Defendant FCA employees put seven million miles on multiple
5 2011 Jeep Grand Cherokee test vehicles before production. Given the speed and frequency
6 with which the TIPM defect manifests, it is not plausible that this testing would not have
7 alerted Defendant to the existence of the TIPM defect. Only Defendant FCA however, has
8 access to its pre-release testing data.

9 88. Defendant FCA also receives data about how its vehicles are performing in the
10 days, weeks, and months after they are sold. Defendant FCA collects information from both
11 drivers and dealerships, including through complaints, warranty claims, replacement parts
12 data, and other aggregated data sources. Defendant FCA has exclusive access to this
13 information also.

14 89. Defendant FCA is collecting old TIPM parts that have been replaced, in an
15 effort to keep those parts away from public scrutiny. Defendant FCA is requiring anyone who
16 wants to purchase a new TIPM from Defendant FCA to agree to return to Defendant FCA the
17 old TIPM that is being replaced.

18 90. This requirement affects non-FCA mechanics and private individuals who seek
19 to keep the original TIPM parts for any reason, including but not limited to examining those
20 parts for defects.

21 91. In addition, the owners of these vehicles already have paid for the original
22 TIPM parts, and should not have to give up their personal property in order to buy a
23 replacement part; this amounts to an abusive tactic.

24 92. Notwithstanding the history of TIPM problems in its vehicles, Defendant FCA
25 chose to begin installing the TIPM in 2007 model year vehicles and continued to install the
26 TIPM into vehicles through the 2014 model year.

27 93. Given the repeated, severe problems that plagued the TIPM in its vehicles,
28 Defendant FCA understood that the TIPMs posed a heightened risk of problems for

1 consumers and Defendant FCA was particularly aware of and on the lookout for early indicia
2 of TIPM problems.

3 **Defendant FCA's Failure to Disclose the TIPM Defect**

4 94. FCA US LLC has never disclosed the TIPM defect to Plaintiff prior to the
5 purchase of the Subject Vehicle or at any point during ownership of the Subject Vehicle and
6 Defendant FCA has never instructed its dealerships to disclose the TIPM defect to drivers or
7 potential purchasers or lessees of vehicles equipped with the TIPM.

8 95. The TIPM defect was not known or reasonably discoverable to the Plaintiff
9 before purchase or lease, or without experiencing the defect firsthand and exposing
10 themselves to an unreasonable safety risk.

11 96. Defendant FCA has remained silent even as it issued a service bulletin,
12 conducted internal investigations, and saw the TIPM replacement parts go on national
13 backorder and hundreds of complaints for effected vehicles were lodged with NHTSA.

14 97. Defendant FCA's refusal to publicly acknowledge the defect has created
15 widespread confusion. Defendant FCA's failure to notify consumers, dealerships, or auto-
16 technicians prevents the TIPM problem from being efficiently diagnosed. Drivers often do not
17 realize that the symptoms they are experiencing are due to the TIPM defect or that prompt
18 action is needed to ensure they do not experience stalling, headlight loss, or other dangerous
19 symptoms in the future. Likewise, the lack of information makes it less likely that dealerships
20 and auto-technicians will be able to diagnose and fix the TIPM defect, or advise Plaintiff
21 about the dangers of driving the Subject Vehicle.

22 98. As a result of Defendant FCA's inaction and silence, Plaintiff was entirely
23 unaware that Plaintiff purchased, and continues to drive, an unsafe and unreliable vehicle.

24 99. As Defendant FCA knows, a reasonable person would consider the TIPM
25 defect important and would not purchase or lease a vehicle equipped with the TIPM defect
26 were the defect disclosed in advance, or would pay substantially less for the vehicle.

27 **TOLLING OF THE STATUTES OF LIMITATION**
28

100. To the extent there are any statutes of limitation applicable to Plaintiff's claim—including, without limitation, his express warranty, implied warranty, and fraudulent omission claims—the running of the limitation periods have been tolled by equitable tolling, class action tolling (e.g. American Pipe rule) by the filing of Velasco et al v. Chrysler Group LLC, United States District Court, Central District of California No. 2:13-cv-08080-DDP-VBK on November 1, 2013, the discovery rule, fraudulent concealment rule, equitable estoppel, equitable tolling and/or repair rule.

A. Discovery Rule Tolling

101. Plaintiff had no way of knowing about Defendant's deception with respect to the TIPM Defect until the defect manifested itself and Defendant was unable to repair it after a reasonable number of repair attempts.

102. Within the time period of any applicable statutes of limitation, Plaintiff could not have discovered through the exercise of reasonable diligence that Defendant were concealing the Defect and conduct complained of herein and concealing the companies' true position with respect to the TIPM Defect.

103. Plaintiff did not discover, and did not know of, facts that would have caused a reasonable person to suspect that Defendant had concealed information about the TIPM Defect in the FCA Vehicles, which was discovered by Plaintiff on or around March 6, 2020.

104. Defendant was under a continuous duty to disclose to Plaintiff the true character, quality, and nature of the FCA Vehicles suffering from the TIPM Defect, and the inevitable repairs, costs, time, and monetary damage resulting from the TIPM Defect.

Some Pertinent Portions of Plaintiff's Repair History

105. The following is a brief summary of some pertinent portions of the Subject Vehicle's repair history.

106. On or about February 2, 2020, Plaintiff presented the Subject Vehicle to Defendant's repair facility at Lampe CDJR with a complaint that the steering becomes very tight when driving and will lock up after turning right, preventing the steering from turning back to the left. Defendant's technician inspected, cleaned and retorqued ground G902a.

1 107. On or about March 2, 2020, Plaintiff had the Subject Vehicle towed to
2 Defendant's repair facility at Lampe CDJR with concerns that he lost control of the vehicle
3 while driving as the vehicle would not turn, primarily to the left. Defendant's technician
4 inspected the vehicle Defendant's technician rerouted the wiring harness to the electric power
5 steering pump assembly.

6 108. On or about June 6, 2020, Plaintiff presented the Subject Vehicle to
7 Defendant's repair facility at Lampe CDJR with concerns that the steering was very stiff when
8 the vehicle is cold. Defendant's technician replaced the electric power steering (EPS) Pump
9 and performed a flash update on the ECU.

10 109. On or about November 5, 2020, Plaintiff had the Subject Vehicle towed to
11 Defendant's repair facility at Lampe CDJR with concerns that the vehicle would not complete
12 a left turn. Defendant's technician inspected the vehicle and found the power steering fluid
13 reservoir was empty. Defendant's technician added power steering fluid to the reservoir.

14 110. Thereafter, Plaintiff continued to experience symptoms of the Vehicle's
15 defects, including the TIPM Defect and steering defect, despite Defendant's representations
16 that the various defects were repaired.

17 111. Plaintiff discovered Defendant's wrongful conduct alleged herein on or around
18 March 2020 when they requested a buyback and/or restitution of the Subject Vehicle from
19 FCA, as the Vehicle continued to exhibit symptoms of the steering and TIPM Defects
20 following FCA's unsuccessful attempts to repair it. However, FCA failed to provide
21 restitution pursuant to the Song-Beverly Consumer Warranty Act.

22 112. Plaintiff had no way of knowing about Defendants' deception with respect to
23 the TIPM Defect.

24 113. Within the time period of any applicable statutes of limitation, Plaintiff could
25 not have discovered through the exercise of reasonable diligence that Defendants were
26 concealing the Defect and conduct complained of herein and misrepresenting the companies'
27 true position with respect to the TIPM Defect.
28

114. Plaintiff did not discover, and did not know of, facts that would have caused a reasonable person to suspect that Defendants had concealed information about the TIPM Defect in the FCA Vehicles at the time of sale and thereafter, which was discovered by Plaintiff at or around March 2020.

115. Making it even more difficult to discover that the Subject Vehicle suffered from a safety defect was Defendant's issuance of various TSBs and Recalls purporting to be able to fix the symptoms of the TIPM Defect and/or that such symptoms were not the result of a defect.

116. Defendants were under a continuous duty to disclose to Plaintiff the true character, quality, and nature of the FCA vehicles suffering from the TIPM Defect, and the inevitable repairs, costs, time, and monetary damage resulting from the TIPM Defect.

FIRST CAUSE OF ACTION

BY PLAINTIFF AGAINST DEFENDANT FCA

VIOLATION OF SUBDIVISION (D) OF CIVIL CODE SECTION 1793.2

117. Plaintiff incorporates by reference the allegations contained in the paragraphs set forth above.

118. Defendant and its representatives in this state have been unable to service or repair the Vehicle to conform to the applicable express warranties after a reasonable number of opportunities. Despite this fact, Defendant failed to promptly replace the Vehicle or make restitution to Plaintiff as required by Civil Code section 1793.2, subdivision (d) and Civil Code section 1793.1, subdivision (a)(2).

119. Plaintiff has been damaged by Defendant's failure to comply with its obligations pursuant to Civil Code section 1793.2, subdivision (d) and Civil Code section 1793.1, subdivision (a)(2), and therefore brings this cause of action pursuant to Civil Code section 1794.

120. Defendant's failure to comply with its obligations under Civil Code section 1793.2, subdivision (d) was willful, in that Defendant and its representative were aware that they were unable to service or repair the Vehicle to conform to the applicable express

warranties after a reasonable number of repair attempts, yet Defendant failed and refused to promptly replace the Vehicle or make restitution. Accordingly, Plaintiff are entitled to a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code section 1794, subdivision (c).

121. Defendant does not maintain a qualified third-party dispute resolution process which substantially complies with Civil Code section 1793.22. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code section 1794, subdivision (e).

122. Plaintiff seeks civil penalties pursuant to section 1794, subdivisions (c), and (e) in the alternative and does not seek to cumulate civil penalties, as provided in Civil Code section 1794, subdivision (f).

SECOND CAUSE OF ACTION

BY PLAINTIFF AGAINST DEFENDANT FCA

VIOLATION OF SUBDIVISION (B) OF CIVIL CODE SECTION 1793.2

123. Plaintiff incorporates by reference the allegations contained in the paragraphs set forth above.

124. Although Plaintiff presented the Vehicle to Defendant's representative in this state, Defendant and its representative failed to commence the service or repairs within a reasonable time and failed to service or repair the Vehicle so as to conform to the applicable warranties within 30 days, in violation of Civil Code section 1793.2, subdivision (b). Plaintiff did not extend the time for completion of repairs beyond the 30-day requirement.

125. Plaintiff has been damaged by Defendant's failure to comply with its obligations pursuant to Civil Code section 1793.2(b), and therefore brings this Cause of Action pursuant to Civil Code section 1794.

126. Plaintiff has rightfully rejected and/or justifiably revoked acceptance of the Vehicle and has exercised a right to cancel the purchase. By serving this Complaint, Plaintiff does so again. Accordingly, Plaintiff seeks the remedies provided in California Civil Code section 1794(b)(1), including the entire contract price. In the alternative, Plaintiff seeks the

remedies set forth in California Civil Code section 1794(b)(2), including the diminution in value of the Vehicle resulting from its defects. Plaintiff believes that, at the present time, the Vehicle's value is *de minimis*.

127. Defendant's failure to comply with its obligations under Civil Code section 1793.2(b) was willful, in that Defendant and its representative were aware that they were obligated to service or repair the Vehicle to conform to the applicable express warranties within 30 days, yet they failed to do so. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code section 1794(c).

THIRD CAUSE OF ACTION

BY PLAINTIFF AGAINST DEFENDANT FCA

VIOLATION OF SUBDIVISION (A)(3) OF CIVIL CODE SECTION 1793.2

128. Plaintiff incorporates by reference the allegations contained in paragraphs set forth above.

129. In violation of Civil Code section 1793.2, subdivision (a)(3), Defendant failed to make available to its authorized service and repair facilities sufficient service literature and replacement parts to effect repairs during the express warranty period. Plaintiff has been damaged by Defendant's failure to comply with its obligations pursuant to Civil Code section 1793.2(a)(3), and therefore brings this Cause of Action pursuant to Civil Code section 1794.

130. Defendant's failure to comply with its obligations under Civil Code section 1793.2, subdivision (a)(3) was wilful, in that Defendant knew of its obligation to provide literature and replacement parts sufficient to allow its repair facilities to effect repairs during the warranty period, yet Defendant failed to take any action to correct its failure to comply with the law. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages; pursuant to Civil Code section 1794(c).

FOURTH CAUSE OF ACTION

BY PLAINTIFF AGAINST DEFENDANT FCA

BREACH OF EXPRESS WRITTEN WARRANTY

(CIV. CODE, § 1791.2, SUBD. (a); § 1794)

131. Plaintiff incorporates by reference the allegations contained in paragraphs set forth above.

132. In accordance with Defendant's warranty, Plaintiff delivered the Vehicle to Defendant's representative in this state to perform warranty repairs. Plaintiff did so within a reasonable time. Each time Plaintiff delivered the Vehicle, Plaintiff notified Defendant and its representative of the characteristics of the Defects. However, the representative failed to repair the Vehicle, breaching the terms of the written warranty on each occasion.

133. Plaintiff has been damaged by Defendant's failure to comply with its obligations under the express warranty, and therefore brings this Cause of Action pursuant to Civil Code section 1794.

134. Defendant's failure to comply with its obligations under the express warranty was willful, in that Defendant and its authorized representative were aware that they were obligated to repair the Defects, but they intentionally refused to do so. Accordingly, Plaintiff are entitled to a civil penalty of two times of Plaintiff's actual damages pursuant to Civil Code section 1794(c).

FIFTH CAUSE OF ACTION
BY PLAINTIFF AGAINST DEFENDANTS
BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(CIV. CODE, § 1791.1; § 1794; § 1795.5)

135. Plaintiff incorporates by reference the allegations contained in the paragraphs set forth above.

136. Pursuant to Civil Code section 1792, the sale of the Vehicle was accompanied by Defendants' implied warranty of merchantability. Pursuant to Civil Code section 1791.1, the duration of the implied warranty is coextensive in duration with the duration of the express written warranty provided by Defendant, except that the duration is not to exceed one-year.

137. Pursuant to Civil Code section 1791.1 (a), the implied warranty of merchantability means and includes that the Vehicle will comply with each of the following requirements: (1) The Vehicle will pass without objection in the trade under the contract

description; (2) The Vehicle is fit for the ordinary purposes for which such goods are used; (3) The Vehicle is adequately contained, packaged, and labelled; (4) The Vehicle will conform to the promises or affirmations of fact made on the container or label.

138. At the time of purchase, or within one-year thereafter, the Vehicle contained or developed the defects set forth above. The existence of each of these defects constitutes a breach of the implied warranty because the Vehicle (1) does not pass without objection in the trade under the contract description, (2) is not fit for the ordinary purposes for which such goods are used, (3) is not adequately contained, packaged, and labelled, and (4) does not conform to the promises or affirmations of fact made on the container or label.

139. Plaintiff has been damaged by Defendants' failure to comply with its obligations under the implied warranty, and therefore brings this Cause of Action pursuant to Civil Code section 1794.

**SIXTH CAUSE OF ACTION
BY PLAINTIFF AGAINST DEFENDANT FCA
FRAUDULENT INDUCEMENT – CONCEALMENT**

140. Plaintiff incorporates by reference the allegations contained in the paragraphs set forth above.

141. Defendant FCA concealed a known defect from Plaintiff. The defective component is called the totally integrated power module (or TIPM). The TIPM consists of a computer, fuses, and internal relays, and is responsible for controlling and distributing electrical power to the entire vehicle-everything from steering and brakes, to the alarm, headlights, and the fuel pump.

142. Since the TIPM controls power to a wide variety of essential vehicle systems, including safety and security systems, the defect often leaves the vehicles incapable of providing reliable or safe transportation. This defect may cause a vehicle to fail to start (or take dozens of attempts before the engine will turn over) because of the defect, and vehicles start up at other times only to stall, sometimes while traveling at high speeds. The TIPM

1 defect has caused headlights and taillights to suddenly shut off. It has also caused horns to
2 honk, car alarms to sound, and windshield wipers to activate all on their own.

3 143. Defendant FCA concealed and suppressed material facts to boost confidence in
4 its vehicles and falsely assure purchasers and lessors of its vehicles that Defendant FCA was a
5 reputable manufacturer that stands behind its vehicles after they are sold and that its vehicles
6 are safe and reliable.

7 144. Defendant FCA's deceptive omissions infected all purchases and leases of
8 vehicles equipped with the TIPM, regardless of whether the vehicles were used or new at the
9 time of acquisition.

10 145. As early as 2007, Defendant FCA knew of the TIPM defects, Defendant FCA
11 had ample opportunity to communicate to the public, its dealerships, and government
12 regulators in a fashion that would have informed the car-buying public about the TIPM
13 defects in vehicles equipped with the TIPM. For example, Defendant FCA could have recalled
14 the vehicles.

15 146. Plaintiff reasonably, justifiably, and detrimentally relied on Defendant FCA's
16 silence about the TIPM defect when deciding whether to purchase or lease a vehicle equipped
17 with a TIPM, in part because Defendant FCA was, and still is, in a position of superior
18 knowledge about the TIPM defects. Plaintiff reasonably trusted that Defendant FCA would
19 not sell a dangerously defective vehicle or fail to recall those vehicles - or otherwise make
20 widely known that the vehicles were dangerously defective such that current and prospective
21 owners and lessees could make informed decisions to protect themselves and their families.

22 147. Defendant FCA acted with malice and a willful and conscious disregard for the
23 rights and safety of the Plaintiff and the public in committing these fraudulent acts.

24 148. Defendant FCA had, and still has, a duty to disclose the TIPM defects because
25 they were known and/or accessible only to Defendant FCA, which had superior knowledge
26 and access to the relevant facts, and because Defendant FCA knew that the relevant facts were
27 not known or reasonably discoverable by Plaintiff.
28

1 149. Under the National Traffic and Motor Vehicle Safety Act (the "Safety Act"),⁴⁹
2 U.S.C. §§30101-30183, Defendant FCA had the duty to disclose the TIPM defects to NHTSA,
3 and by extension and implication to the public. *Id.* §30118(c). If Defendant FCA had disclosed
4 the TIPM defects to NHTSA, NHTSA would have made that information public on its
5 websites (www.safecar.gov and www.nhtsa.dot.gov) and its automobile safety telephone
6 hotline.

7 150. Defendant FCA still has not made full and adequate disclosure and continues
8 to defraud Plaintiff by concealing material information regarding the TIPM defects that exist
9 in the Vehicle and the risks posed by those defects.

10 151. Defendant FCA actively concealed and/or suppressed these material facts, in
11 whole or in part, to protect its profits and avoid recalls that would have hurt the brand's image
12 and cost Defendant FCA money, and it did so at the expense of Plaintiff.

13 152. Because Defendant FCA knew that any reasonable consumer would not
14 purchase a vehicle with a defective TIPM, or would pay only substantially less for that
15 vehicle, and Defendant FCA was concealing material information about the TIPM defects,
16 Defendant FCA must have known that Plaintiff was acting on the basis of mistaken
17 knowledge that their vehicles were safe and reliable when they decided to purchase or lease
18 them at market price (without a discount to reflect that they contained a defective TIPM).

19 153. Plaintiff could not have discovered the TIPM defect because Defendant FCA
20 kept all testing information confidential.

21 154. Defendant FCA actively concealed an important fact from Plaintiff or
22 prevented him from discovering that fact and as a result, Plaintiff did not know about the
23 TIPM defect.

24 155. Defendant FCA intended to deceive Plaintiff by continuing to market the
25 Vehicle and concealing the existence of a known TIPM defect which posed major safety
26 concerns.

27 156. Had the information been disclosed, Plaintiff reasonably would have behaved
28 differently.

158. The concealed TIPM defect was material.

PRAAYER

- a. For Plaintiff's actual damages in an amount according to proof;
- b. For restitution;
- c. For a civil penalty in the amount of two times Plaintiff's actual damages pursuant to Civil Code section 1794, subdivision (c) or (e);
- d. For any consequential and incidental damages;
- e. For costs of the suit and Plaintiff's reasonable attorneys' fees pursuant to Civil Code section 1794, subdivision (d);
- f. For rescission of the purchase contract and/or restitution of all monies expended;
- g. Rescission of the purchase contract under California Civil Code section 1692;
- h. For prejudgment interest at the legal rate;
- i. For punitive damages; and
- j. For such other relief as the Court may deem proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all causes of action asserted herein.

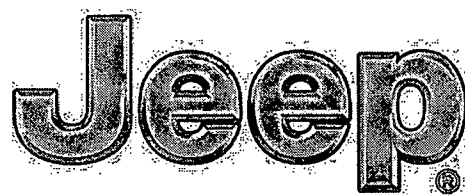
Dated: February 23, 2021

STRATEGIC LEGAL PRACTICES, APC

BY:

Tionna Dolin
Attorney for Plaintiff

EXHIBIT A



2019
WARRANTY-GAS

All Vehicles

IMPORTANT

This booklet contains FCA US LLC limited warranties. It should be kept in your vehicle and presented to your Dealer if any warranty service is needed.

The warranty text begins on page 4 of this booklet.

WARRANTY COVERAGE AT A GLANCE

DESCRIPTION	1 Yr/ 12,000 Mi	2 Yr/ 24,000 Mi	3 Yr/ 36,000 Mi	3 Yr/ 50,000 Mi	3 Yr/ Unlimited	5 Yr/ 50,000 Mi	5 Yr/ 60,000 Mi	5 Yr/ 100,000 Mi	5 Yr/ Unlimited	7 Yr/ 70,000 Mi	8 Yr/ 80,000 Mi
Basic Limited Warranty Coverage											
Special Extended Warranty Coverage											
Anti-Corrosion Perforation Limited Warranty:											
— All Panels											
— Outer Panels											
Powertrain Limited Warranty											
Federal Emissions Warranty											
Federal Emissions Warranty:											
— Specified Comp.											

TABLE OF CONTENTS

1. Your Legal Rights Under These Limited Warranties . . .	4	3.6 Other Exclusions	13
2. What's Covered Under FCA US LLC's Warranties . . .	5	3.7 Total Loss, Salvage, Junk, Or Scrap Vehicles Not Covered	14
2.1 Basic Limited Warranty	5	3.8 Restricted Warranty	14
2.2 Corrosion Warranty	8	4. Other Terms Of Your Warranties	15
2.3 Restraint System Limited Warranty (Vehicles Sold And Registered In The State Of Kansas Only)	8	4.1 Exchanged Parts May Be Used In Warranty Repairs	15
2.4 Powertrain Limited Warranty	9	4.2 Pre-Delivery Service	15
3. What's Not Covered	11	4.3 Production Changes	15
3.1 Modifications Not Covered	11	5. Emission Warranties Required By Law	16
3.2 Environmental Factors Not Covered	12	5.1 Federal Emission Warranty	16
3.3 Maintenance Costs Not Covered	12	5.2 Emission Performance Warranty	17
3.4 Racing Not Covered	12		
3.5 Certain Kinds Of Corrosion Not Covered	13		

TABLE OF CONTENTS

6. How To Get Warranty Service	18	8. Optional Service Contract	27
6.1 Where To Take Your Vehicle	18		
6.2 How To Get Roadside Assistance Service - U.S. Or Canada Only *	19	9. Maintenance	28
6.3 Emergency Warranty Repairs	21	9.1 General Information	28
6.4 Getting Service Under The Federal Emission Performance Warranties	22	9.2 Where To Go For Maintenance	28
7. How To Deal With Warranty Problems	23		
7.1 Steps To Take	23		
7.2 Helpful Addresses and Telephone Numbers	26		

1. Your Legal Rights Under These Limited Warranties

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

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

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

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

1.1 Incidental And Consequential Damages Not Covered

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

Examples of such damages include:

- Lost time;
- Inconvenience;
- The loss of the use of your vehicle;
- The cost of rental vehicles, gasoline, telephone, travel, or lodging;
- The loss of personal or commercial property; and
- The loss of revenue.

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

2. What's Covered Under FCA US LLC's Warranties

2.1 Basic Limited Warranty

A. Who Is Covered?

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

B. What's Covered

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

WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES

C. Items Covered By Other Warranties

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

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

Be sure you get a copy of any warranty that applies to these items from an authorized dealer, or from the maker of the product.

WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES

D. Towing Costs Are Covered Under Certain Circumstances

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

E. When It Begins

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

- The date you take delivery of the vehicle; or
- The date when the vehicle was first put into service — for example, as a dealer “demo” or as a FCA US company vehicle.

F. When It Ends

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

- Brakes (rotors, pads, linings, and drums);
- Wiper Blades;
- Clutch Discs or Modular Clutch Assembly (as equipped);
- Windshield and Rear Window; and
- Wheel Alignment and Wheel Balancing.

G. Registration And Operation Requirements

The Basic Limited Warranty covers your vehicle only if:

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

WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES

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

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

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

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

WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES

2.2 Corrosion Warranty

A. Who Is Covered?

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

B. What's Covered

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

C. How Long It Lasts

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

This warranty has two time-and-mileage limits:

- For sheet metal panels, the limit is 36 months, with no mileage limit.
- For an outer-body sheet metal panel — one that is finish-painted and that someone can see when walking

around the vehicle — the limits are five years or unlimited miles on the odometer, whichever occurs first.

D. What's Not Covered

Please note that while the standard Corrosion Limited Warranty applies to defects in material and/or workmanship, it does not cover the vehicle's matte finish appearance (if equipped).

Maintaining the matte finish appearance is solely the responsibility of the vehicle owner as described in your Owner's Information.

2.3 Restraint System Limited Warranty (Vehicles Sold And Registered In The State Of Kansas Only)

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

2.4 Powertrain Limited Warranty

A. Who Is Covered?

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

B. What's Covered

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

C. How Long It Lasts

The Powertrain Limited Warranty lasts for up to five years or 60,000 miles on the odometer, whichever occurs first, calculated from the start date of the Basic Limited Warranty, as set forth in Section 2.1 E.

D. Towing Costs Are Covered

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

WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES

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

E. Parts Covered

The Powertrain Limited Warranty covers these parts and components of your vehicle's powertrain supplied by FCA US:

Gasoline Engine:

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

WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES

Transmission:

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

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

Front Wheel Drive:

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

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

All Wheel Drive (AWD):

Power transfer unit and all internal parts; viscous coupler; axle housing and all internal parts; constant velocity joints and boots; driveshaft and axle shaft assemblies; differential carrier assembly and all internal parts; output

ball bearing; output flange; end cover; overrunning clutch; vacuum motor; torque tube; pinion spacer and shim, seals and gaskets for listed components only.

Rear Wheel Drive:

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

Four-Wheel Drive (4X4):

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

F. Other Provisions Of This Powertrain Limited Warranty

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

3. What's Not Covered

3.1 Modifications Not Covered

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

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

- Installing non-FCA US parts, components, or equipment (such as a non-FCA US radio or speed control); and
- Using special non-FCA US materials or additives.

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

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

Examples of the types of alterations not covered are:

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

B. Modifications That WILL Void Your Warranties

These actions will void your warranties:

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

WHAT'S NOT COVERED

3.2 Environmental Factors Not Covered

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

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

3.3 Maintenance Costs Not Covered

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

The warranties don't cover the costs of your vehicle's normal or scheduled maintenance — the parts and

services that all vehicles routinely need. Some of these parts and services, which your warranties don't cover, include:

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

3.4 Racing Not Covered

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

3.5 Certain Kinds Of Corrosion Not Covered

Your warranties don't cover the following:

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

3.6 Other Exclusions

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

- Fire or accident;
- Abuse or negligence;
- Misuse — for example, driving over curbs or overloading;
- Tampering with the emission systems, or with a part that could affect the emission systems;
- Use of used parts, even if they were originally supplied by FCA US (however, authorized FCA US / MOPAR remanufactured parts are covered);
- Windshield or rear window damage from external objects;
- Any changes made to your vehicle that don't comply with FCA US; or
- Using any fluid that doesn't meet the minimum recommendations in your Owner's Manual.

WHAT'S NOT COVERED

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

A vehicle has no warranty coverage of any kind if:

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

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

3.8 Restricted Warranty

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

4. Other Terms Of Your Warranties

4.1 Exchanged Parts May Be Used In Warranty Repairs

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

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

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

- Engine assemblies;
- Transmission assemblies;
- Instrument Cluster Assemblies;
- Radios, CD and DVD players;

- Speedometers; and
- Powertrain Control Modules.

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

4.2 Pre-Delivery Service

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

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

4.3 Production Changes

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

5. Emission Warranties Required By Law

5.1 Federal Emission Warranty

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

Federal law requires FCA US to warrant the following emissions parts for 2 years or 24,000 miles, whichever occurs first. FCA US covers all of these parts under the Basic Limited Warranty for 3 years or 36,000 miles, whichever occurs first.

Gas

- Air system controls
- Electronic fuel injection system, including injector
- Evaporative-emission canister and controls
- Exhaust manifold
- Exhaust gas recirculation valve and control system
- Exhaust pipes (between exhaust manifold and catalyst)
- Fuel cap and tank assembly, pump, and fuel lines
- Ignition system

- Intake manifold
- On-board diagnostic-system components
- Oxygen sensors
- Positive crankcase-ventilation (PCV) valve or orifice
- Secondary ignition wires
- Spark plugs
- Throttle body
- Transmission-control module
- Vacuum hoses, clamps, and fittings, as well as tubing used for these components
- Vacuum, temperature, altitude, speed, time-sensitive valves, sensors, and switches used in these components and systems

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

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

- Belt Driven Hybrid Starter Generator
- Catalytic Converter
- Powertrain Control Module
- Power Pack Unit - 48 Volts

5.2 Emission Performance Warranty

This warranty supplements the federal warranty under 5.1. It lasts for two years or 24,000 miles on the odometer, whichever occurs first. If your vehicle has one of the following parts, catalytic converter and powertrain control module, this Federal Emission Warranty covers that part

EMISSION WARRANTIES REQUIRED BY LAW

for a period of eight years or 80,000 miles, whichever occurs first. These limits are counted from the time when your Basic Limited Warranty begins under 2.1 E. The Emission Performance Warranty covers the cost of repairing or adjusting any components or parts that might be needed for your vehicle to pass Federal Emission Standards for a federally approved state or local emissions test, but only if:

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

Section 6.4 explains how to get service under this warranty.

6. How To Get Warranty Service

6.1 Where To Take Your Vehicle

A. In the United States (We Include U.S. Possessions And Territories As Part Of The United States For Warranty Purposes):

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

B. In Canada And Mexico:

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

C. In A Foreign Country Outside Of North America:

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

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

D. If You Move:

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

E. Notice:

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

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

A. Who Is Covered:

You are covered by the Roadside Assistance services if you are a purchaser for use of the vehicle. The Roadside Assistance services lasts for five years or 60,000 miles on the odometer, whichever occurs first, calculated from the start date of the Basic Limited Warranty, as set forth in Section 2.1 E.

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

HOW TO GET WARRANTY SERVICE

B. What To Do:

If your vehicle requires jump start assistance, out of gas/fuel delivery, tire service, lockout service or towing as a result of a mechanical breakdown, call 800-521-2779 for assistance.

Provide your name, vehicle identification number, license plate number, and your location, including the telephone number from which you are calling. Briefly describe the nature of the problem and answer a few simple questions.

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

C. Covered Services:

Flat Tire Service

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

Out of Gas/Fuel Delivery

Drivers can't always count on a gas station being nearby - especially when traveling away from home. We will dispatch a service provider to deliver a small amount of fuel (maximum 2 gallons) to get you to a nearby station.

Battery Jump Assistance

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

HOW TO GET WARRANTY SERVICE

Lockout Service

Whether the keys are locked in your vehicle or frozen locks are keeping you from getting on your way, Roadside Assistance can assist you. This service is limited to providing access to the vehicle's seating area. It does not cover the cost of replacement keys.

Towing Service

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

D. If Unable To Contact Roadside Assistance:

If you are unable to contact Roadside Assistance and you obtain towing services on your own, you may submit your original receipts from the licensed towing or service

facility, for services rendered within 30 days of the occurrence. Be sure to include your vehicle identification number, odometer mileage at the time of service and current mailing address. We will process the claim based on vehicle and service eligibility. If eligible, we will reimburse you for the reasonable amounts you actually paid, based on the usual and customary charges for that service in the area where they were provided. FCA US's determination relating to reimbursement are final. Correspondence should be mailed to:

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

6.3 Emergency Warranty Repairs

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

HOW TO GET WARRANTY SERVICE

6.4 Getting Service Under The Federal Emission Performance Warranties

A. What To Do

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

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

B. Further Steps You Can Take, And How To Get More Information

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

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

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

7. How To Deal With Warranty Problems

7.1 Steps To Take

A. In General

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

Step 1:

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

Step 2:

If your authorized dealer still can't resolve the problem, contact the FCA US Customer Assistance Center. You'll find the address in section 7.2.

B. What FCA US Will Do

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

C. If Your Problem Still Isn'T Resolved For Customers Residing In Arkansas, Idaho, Kentucky, Minnesota And Montana ONLY:

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

You may obtain a brochure describing FCA US LLC's Customer Arbitration Process, including an application, by calling 877-426-5337 for assistance.

HOW TO DEAL WITH WARRANTY PROBLEMS

This service is strictly voluntary, and you may submit your dispute directly to the Customer Arbitration Process (CAP) at no cost. The CAP is administered by an independent dispute settlement organization and may be contacted in writing at the following address:

National Center for Dispute Settlement

FCA US LLC

P.O. Box 727

Mt. Clemens, MI 48046

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

The CAP will need the following information from you:

1. Legible copies of all documents and repair orders relevant to your case,
2. Vehicle identification number of your vehicle,

3. A brief description of your unresolved concern,
4. The identity of your servicing/selling dealer,
5. The date(s) of repair(s) and mileage at the time,
6. Current mileage, and
7. A description of the action you expect to resolve your concern.

Upon receipt of your request:

- The National Center for Dispute Settlement (NCDS) will acknowledge receipt of your request, by mail, within ten days, and advise you whether or not your dispute is within the jurisdiction of the Process.
- When your request is within jurisdiction NCDS will request FCA US and the dealer to present their side of the dispute. You will receive copies of their responses.
- While your dispute is pending NCDS or FCA US may contact you to see if your case can be settled by agreement. If a settlement is offered to you, FCA US will ask you to sign a form that contains that settlement. Your case will then be closed. There is no requirement for you to participate in this settlement process.

-
- If you requested an oral hearing, a decision-maker will contact you to arrange a convenient time and place for a hearing. Usually, this will be at a dealership near you.
 - If you request a documents-only review, a NCDS panel will review and decide your case. Neither you, the dealer nor FCA US need be present.
 - NCDS will send you a written Statement of Decision. This statement will include the decision, any action to be taken by the dealer or FCA US and the time by which the action must be taken. The decision will be binding on the dealer and FCA US but not on you unless you accept the decision.
 - If any action is required on the part of the dealer or FCA US you will be contacted within ten days after the date by which the dealer or FCA US must act to determine whether performance has been rendered.
 - The entire dispute settlement process will normally take no longer than 40 days.

HOW TO DEAL WITH WARRANTY PROBLEMS

- The CAP dispute settlement procedure does not take the place of any state or Federal legal remedies available to you. Whether or not you decide to submit your dispute to the Process, you are free to pursue other legal remedies.

D. Notice Under State Lemon Laws

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