

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

HOW TO DEAL WITH WARRANTY PROBLEMS

7.2 Helpful Addresses and Telephone Numbers

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

- **In the United States:**

FCA US Customer Assistance Center

P.O. Box 21-8004

Auburn Hills, Michigan 48321-8004

Phone Number: 877-426-5337

To contact FCA US by email,

simply access the following website:

www.jeep.com

(click on the "Contact Us" button)

- **In Canada:**

FCA Canada Inc.

Customer Service

Chrysler Centre

P.O. Box 1621

Windsor, Ontario N9A-4H6

Phone Number (English): 800-465-2001

Phone Number (French): 800-387-9983

- **In Mexico:**

Customer Relations Office

Prolongación Paseo de la Reforma 1240

Santa Fe, Cuajimalpa CP 05348

Ciudad de México

Phone Number (in Mexico): 800-505-1300

Phone Number (outside Mexico): +(52) 55 50817568

- **In Puerto Rico and U.S. Virgin Islands:**

Customer Service

FCA Caribbean LLC

Box 191857

San Juan, Puerto Rico 00919-1857

Phone Number: 877-426-5337

Fax Number: (787) 782-3345

8. Optional Service Contract

Mopar Vehicle Protection plans offer valuable protection against repair costs when these warranties no longer apply. They complement but don't replace the warranty coverages outlined in this booklet. A variety of plans are available, covering various time-and-mileage periods and various groups of the vehicle's mechanical components.

Mopar Vehicle Protection plans are the **ONLY** vehicle extended protection plans authorized, endorsed and backed by FCA US LLC to provide additional protection beyond your vehicle's warranty. Look for our Brand logo and ask an authorized dealer for details.



**VEHICLE
PROTECTION**

A PRODUCT OF FCA US LLC

9. Maintenance

9.1 General Information

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

For your convenience, FCA US has prepared a Maintenance Schedule with routine service intervals which is included in your Owner's Manual. It's essential to follow these required maintenance intervals for safe trouble-free operation.

9.2 Where To Go For Maintenance

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

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

[REDACTED]

NOTES

NOTES

[REDACTED]

[REDACTED]

NOTES

NOTES

[REDACTED]

Original Owner's Name

Street Address

City and State Zip Code

Vehicle Identification Number

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

Selling Dealer Code

City State

Second Owner's Name

Street Address

City and State Zip Code

Date of Second Purchase Mileage at Purchase

Third Owner's Name

Street Address

City and State Zip Code

Date of Third Purchase Mileage at Purchase

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



19GENJ-026-AB
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Jeep is a registered trademark of FCA US LLC.



Second Edition
Printed in the U.S.A.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

TIONNA DOLIN (SBN 299010)

Strategic Legal Practices, APC

1840 Century Park East, Suite 430

Los Angeles, California 90067

TELEPHONE NO.: (310) 933-1888

(310) 943-3838

ATTORNEY FOR (Name):

Plaintiff

FOR COURT USE ONLY

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

03/01/2021

STEPHANIE CAMERON, CLERK
April Mathews, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Tulare

STREET ADDRESS: 221 South Mooney Boulevard

MAILING ADDRESS: Same

CITY AND ZIP CODE: Visalia, CA 93291

BRANCH NAME: Visalia (County Civic Center)

CASE NAME:

v. FCA US, LLC; Lampe Chrysler Dodge Jeep RAM

CIVIL CASE COVER SHEET

☒ **Unlimited** ☐ **Limited**
(Amount **(Amount**
demanded **demanded is**
exceeds \$25,000) **\$25,000 or less)**

Complex Case Designation

☐ **Counter** ☐ **Joinder**
Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

JUDGE:

DEPT:

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 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; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): Six (6)

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.

Date: 02/12/21

TIONNA DOLIN

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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

**Service of Process
Transmittal**

05/18/2020

CT Log Number [REDACTED]

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

RE: Process Served in Louisiana

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: RE: [REDACTED] // To: FCA US, LLC
Name discrepancy noted.

DOCUMENT(S) SERVED: Letter

COURT/AGENCY: None Specified
Case # None Specified

NATURE OF ACTION: Letter of Intent - Threatening Litigation - In context to issue with the steering column control module 2018 Jeep Wrangler Unlimited 4WD/4 Door Sport VIN: 1C4HJXDG5[REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Baton Rouge, LA

DATE AND HOUR OF SERVICE: By Certified Mail on 05/18/2020 postmarked on 05/14/2020

JURISDICTION SERVED : Louisiana

APPEARANCE OR ANSWER DUE: None Specified

ATTORNEY(S) / SENDER(S): Alfred R. Beresko
Bowie & Beresko
400 Travis Street, Suite 700
Shreveport, LA 71101
318-221-0600

ACTION ITEMS: CT has retained the current log, Retain Date: 05/18/2020, Expected Purge Date: 05/23/2020

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

BOWIE & BERESKO
A PROFESSIONAL LAW CORPORATION

400 TRAVIS STREET - SUITE 700
SHREVEPORT, LOUISIANA 71101

CERTIFIED MAIL®



02 1P \$ 006.90⁰
0004693524 MAY 14 2020
MAIL FROM ZIP CODE 71101

FCA US, LLC
through its Registered Agent
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, Louisiana 70816

70816-437899



BOWIE & BERESKO

A Professional Law Corporation

400 Travis Street, Suite 700 Shreveport, Louisiana 71101
Telephone 318 . 221 . 0600 Facsimile 318 . 221 . 8158

Ralph Scott Bowie+
Alfred R. Beresko*

+Board Certified Consumer & Business Bankruptcy Specialist by Louisiana Board of Legal Specialization
*Board Certified Family Law Specialist by Louisiana Board of Legal Specialization

May 14, 2020

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

FCA US, LLC
through its Registered Agent
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, Louisiana 70816

RE: [REDACTED]
2018 Jeep Wrangler Unlimited 4WD/4 Door
Sport
VIN: 1C4HJXDG5J [REDACTED]

Gentlemen:

I have been retained by [REDACTED] in reference to a 2018 Jeep Wrangler purchased through Military Autosource, Overseas Military Sales Corporation while [REDACTED] were stationed in Germany on or about December 19, 2018. My clients currently reside in Bossier City, Louisiana.

The price of the vehicle was \$44,992.00. Subtracting a Military Autosource discount of \$500.00, a manufacturer rebate of \$500.00 and a Military Autosource rebate enhancement of \$1,750.00, the price was \$42,242.00. The amount financed with Andrews Federal Credit Union, Clinton, Maryland is \$41,897.00. The total amount of payments is \$48,982.62.

In January, 2019 the vehicle was taken to Autohaus Meiling GMBH, Germany, regarding an issue with the steering column control module. In April, 2019, the vehicle was again taken to Autohaus Meiling GMBH regarding an issue with the fuse box.

It took four (4) months (May to September, 2019) to ship the vehicle to the United States, at which time the vehicle continued to experience problems. The vehicle was taken to Hebert's Town and Country, Shreveport, Louisiana on or about October 16, 2019 as follows:

1. Customer states on back seat passenger side vehicle has a broken or missing lever to lower the seat. Check and advise.

Page Two

2. Customer states message popping up on dash saying put car in park or saying may not be able shift anymore until service. Check and advise.
3. Customer states car shutting off and locking up the steering wheel driving down the road. Check and advise.
4. Customer states radio will randomly power on and off. Check and advise.
5. Customer states rear window heater plug broke on window. Check and advise. Repaired left rear heated glass button.
6. Customer wants us to go over vehicle for any and all issues found to ensure he car is safe and all components work because of the issues at hand.
7. Free 23 point vehicle inspection. Alternate transportation. Yes/no shuttle/rental vehicle has been quality inspected. Next service appointment established. Yes/no customer called date/time. Free customer/vehicle report card completed. Results covered with owner.

The vehicle had to be towed to Hebert's Town and Country on or about November 19, 2019 as follows:

1. Customer states car shut off and won't start. Check and advise. Cause: Internal transmission issue. TCM (transmission control module) offline. Replaced valve body and connector adapter. Added fluid and quick learn.
2. Free 23 point vehicle inspection. Alternate transportation. Yes/no shuttle/rental. Vehicle has been quality inspected. Next service appointment established. Yes/no customer called date/time. Free customer/vehicle report card completed. Results covered with owner.

The vehicle was returned to Hebert's Town and Country on or about December 9, 2019 as follows:

1. Customer states steering wheel locks up and has to pull over to restart. Test drove 190 miles. No problem found.
2. Free 23 point inspection. Vehicle report card completed. Results covered with owner.
3. Recall CSN 1 steering damper

Page Three

The vehicle was then taken to Landers, Bossier City, Louisiana on or about March 31, 2020 as follows:

1. Customer requests courtesy transportation.
2. Customer states auto stop start is unavailable light is on. Check and advise. Cause: Faulty main and auxiliary battery. Faulty main and auxiliary battery verified concern. As per communication with Star (Case [REDACTED] reset ECU (PCM), road test vehicle. Concern was still present. Then as per Star checked for IBS SOC and found to be low, tested auxiliary and main battery. Results showed that both batteries failed. Replaced batteries and road test vehicle. Vehicle functioning properly at this time. Concern no longer present.

As a result of the recurring problems, especially with the steering wheel locking up while driving, my clients do not feel safe while driving the vehicle. Pursuant to the above documentation, Mr. and [REDACTED] believe that this vehicle is not suitable for the purpose for which it was intended, it has a defect or defects that existed in it at the time of sale, and they wish to rescind the sale, obtain a refund of the purchase price, and be awarded reasonable attorney fees as well as all insurance costs. It is readily apparent that vehicle cannot be repaired properly.

At this time my clients seek a refund of \$41,897.00 and reasonable attorney fees in the amount of \$2,500.00, for a total amount due of \$44,397.00.

My clients would like to resolve this matter as quickly as possible, and your prompt attention to this matter is appreciated.

With best regards, I am

[REDACTED]

[REDACTED]

[REDACTED]

ARB:db
cc: client

**Service of Process
Transmittal**

03/29/2021

CT Log Number [REDACTED]

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

RE: Process Served in Louisiana

FOR: FCA US LLC (Domestic State: DE)

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

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

DOCUMENT(S) SERVED: Citation, Petition

COURT/AGENCY: 26th Judicial District Court, Parish of Bossier, LA
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Manufacturing Defect - 2018 Jeep Wrangler VIN
1C4HJXDG5L [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Baton Rouge, LA

DATE AND HOUR OF SERVICE: By Process Server on 03/29/2021 at 08:50

JURISDICTION SERVED : Louisiana

APPEARANCE OR ANSWER DUE: within 15 days after the service hereof

ATTORNEY(S) / SENDER(S): Alfred R. Beresko
BOWIE & BERESKO, APLC
400 Travis Street
Suite 700
Shreveport, LA 71101
318-221-0600

ACTION ITEMS: CT has retained the current log, Retain Date: 03/29/2021, Expected Purge Date:
04/03/2021

Image SOP

Email Notification, Lance Arnott sopverification@wolterskluwer.com

REGISTERED AGENT ADDRESS: C T Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816
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

**Service of Process
Transmittal**

03/29/2021

CT Log Number 

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

RE: **Process Served in Louisiana**

FOR: FCA US LLC (Domestic State: DE)

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.

CITATION

TRUE COPY

	TWENTY-SIXTH JUDICIAL DISTRICT
VS	PARISH OF BOSSIER
FCA US LLC	STATE OF LOUISIANA
DOCKET NUMBER	

TO: FCA US LLC
WHO MAY BE SERVED THROUGH ITS REGISTERED AGENT FOR SERVICE OF
PROCESS, CT CORPORATION SYSTEM
3867 PLAZA TOWER DRIVE
BATON ROUGE, LA 70816

in the Parish of EAST BATON ROUGE.

You are hereby cited to comply with the demand contained in the petition, a certified copy of which accompanies this citation, or to file your answer or other pleading to said petition in the office of the Clerk of the 26th Judicial District Court in the Bossier Parish Court House in the Town of Benton in said Parish within fifteen (15) days after the service hereof. Your failure to comply herewith will subject you to the penalty of entry of default judgment against you.

The Sheriff or his deputy has just handed you a law suit which states why you are being sued. You (as defendant) will have fifteen (15) days after you receive this petition to either file an answer (in writing) with the Bossier Parish Clerk of Court in Benton, Louisiana, or retain an attorney of your choice to act in your behalf. If you do nothing within the said time period, then a judgment could be rendered against you.

Attached hereto are:

PETITION FOR DAMAGES

Witness the Honorable Judges of our said Court on this the 15TH DAY OF MARCH, 2021

JILL M. SESSIONS, CLERK OF COURT

Julie S. Smith

Deputy Clerk
Bossier Parish, Louisiana

Attorney:
ALFRED R. BERESKO
BOWIE & BERESKO, APLC
318-221-0600

DEPUTY CLERK

VERSUS

FCA US, LLC

NUMBER:

26TH JUDICIAL DISTRICT COURT

BOSSIER PARISH, LOUISIANA

PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, comes

residents and domiciliaries of Bossier City, Bossier Parish, Louisiana, with respect
represents:

1.

Made Defendant herein is:

1. FCA US, LLC (FCA), a limited liability company authorized to do and doing business in the State of Louisiana, who may be served through its registered agent for service of process, CT Corporation System, 3867 Plaza Tower Drive, Baton Rouge, Louisiana 70816.

2.

On or about December 19, 2018, Petitioners purchased a new 2018 Jeep Wrangler, VIN 1C4HJXDG5 through Military Autosource, Overseas Military Sales Corporation while stationed in Germany.

3.

Petitioners currently reside in Bossier City, Bossier Parish, Louisiana.

4.

The price of the vehicle was \$44,992.00. Subtracting a Military Autosource discount of \$500.00, a manufacturer rebate of \$500.00 and a Military Autosource rebate enhancement of \$1,750.00, the price was \$42,242.00. The amount financed with Andrews Federal Credit Union, Clinton, Maryland is \$41,897.00. The total amount of payments is \$48,982.62.

5.

In January, 2019 the vehicle was taken to Autohaus Meiling GMBH, Germany, regarding an issue with the steering column control module.



Certified True and
Correct Copy
CertID: 2021031500040

Deputy Clerk of Court

Generated Date:
3/15/2021 12:33 PM

6.

In April, 2019, the vehicle was again taken to Autohaus Meiling GMBH regarding an issue with the fuse box.

7.

It took four (4) months (May to September, 2019) to ship the vehicle to the United States, at which time the vehicle continued to experience problems. The vehicle was taken to Hebert's Town and Country, Shreveport, Louisiana on or about October 16, 2019 as follows:

1. Customer states on back seat passenger side vehicle has a broken or missing lever to lower the seat. Check and advise.
2. Customer states message popping up on dash saying put car in park or saying may not be able shift anymore until service. Check and advise.
3. Customer states car shutting off and locking up the steering wheel driving down the road. Check and advise.
4. Customer states radio will randomly power on and off. Check and advise.
5. Customer states rear window heater plug broke on window. Check and advise. Repaired left rear heated glass button.
6. Customer wants us to go over vehicle for any and all issues found to ensure he car is safe and all components work because of the issues at hand.
7. Free 23 point vehicle inspection. Alternate transportation. Yes/no shuttle/rental vehicle has been quality inspected. Next service appointment established. Yes/no customer called date/time. Free customer/vehicle report card completed. Results covered with owner.

8.

The vehicle had to be towed to Hebert's Town and Country on or about November 19, 2019 as follows:

1. Customer states car shut off and won't start. Check and advise. Cause: Internal transmission issue. TCM (transmission control module) offline. Replaced valve body and connector adapter. Added fluid and quick learn.
2. Free 23 point vehicle inspection. Alternate transportation. Yes/no shuttle/rental. Vehicle has been quality inspected. Next service appointment established. Yes/no customer called date/time. Free customer/vehicle report card completed. Results covered with owner.

9.;

The vehicle was returned to Hebert's Town and Country on or about December 9, 2019 as follows:

1. Customer states steering wheel locks up and has to pull over to restart. Test drove 190 miles. No problem found.
2. Free 23 point inspection. Vehicle report card completed. Results covered with owner.
3. Recall CSN 1 steering damper

10.

The vehicle was then taken to Landers, Bossier City, Louisiana on or about March 31, 2020 as follows:

1. Customer requests courtesy transportation.
2. Customer states auto stop start is unavailable light is on. Check and advise. Cause: Faulty main and auxiliary battery. Faulty main and auxiliary battery verified concern. As per communication with Star [REDACTED] reset ECU (PCM), road test vehicle. Concern was still present. Then as per Star checked for IBS SOC and found to be low, tested auxiliary and main battery. Results showed that both batteries failed. Replaced batteries and road test vehicle. Vehicle functioning properly at this time. Concern no longer present.

11.

The vehicle was taken to North Star in San Antonio, Texas on or about December 8, 2020 as follows:

1. Multi-point inspection.
2. Change synthetic engine oil and filter.
3. Customer states power steering goes away while driving. Has to park for about an hour and restart vehicle and it works again. Test drove, was unable to duplicate concern. Diag, w/witech, found EPS stored codes C2129-16, C212A-16. Checked for related TSB's, none. Inspected all related EPS wiring and connectors. Found ground G908A corroded. Had to removed front grill, right headlamp and air filter housing to gain access to G908A. Cleaned ground G908A and reassembled vehicle. Cleared codes and test drove several miles, OK.
4. Customer states radio screen shuts off while driving then comes back on its own. Verified concern. Found related TSB 0808419 rev. A. Downloaded and flashed radio w/updates as per TSB. Retest OK.

5. Tire rotation

12.

As a result of the recurring problems, especially with the steering wheel locking up while driving, Petitioners, [REDACTED] do not feel safe while driving the vehicle.

13.

Pursuant to the above documentation, Petitioners, [REDACTED] believe that this vehicle is not suitable for the purpose for which it was intended, it has a defect or defects that existed in it at the time of sale, and they wish to rescind the sale, obtain a refund of the purchase price, and be awarded reasonable attorney fees as well as all insurance costs. It is readily apparent that vehicle cannot be repaired properly.

14.

At this time Petitioners, [REDACTED] seek a refund of \$41,897.00 and reasonable attorney fees in the amount of \$2,500.00, for a total amount due of \$44,397.00.

15.

Petitioners believe Defendant, FCA US, LLC, the manufacturer of the 2018 Jeep Wrangler, is answerable to them for such damages as are reasonable in the premises, to include:

1. Refund of the total purchase price of \$41,397.00
2. All costs of insurance and extended warranty
3. Reasonable attorney fees
4. Loss of use and inconvenience

16.

Had Petitioners, [REDACTED] known of the vehicle's existing defects at the time of purchase they would not have purchased the said vehicle.

WHEREFORE, PETITIONERS, [REDACTED] PRAY that citation and service be had on Defendant, FCA US, LLC.

PETITIONERS, [REDACTED] FURTHER PRAY for judgment

in favor of Petitioners, [REDACTED] against Defendant, FCA US, LLC, rescinding the sale of the vehicle and awarding Petitioners such damages as are reasonable in the premises, along with legal interest from date of judicial demand, until paid, and for all costs of these proceedings including expert witness fees and depositions costs, which shall be taxed as costs of these proceedings.

PETITIONERS, [REDACTED] FURTHER PRAY that, in addition to the restitution of the price, repayment of expenses and recovery of damages, Defendant, FCA US, LLC, be held answerable to Petitioners for such damages as are reasonable in the premises, to include:

1. Refund of the total purchase price of \$41,397.00
2. All costs of insurance and extended warranty
3. Reasonable attorney fees
4. Loss of use and inconvenience

PETITIONERS [REDACTED] FURTHER PRAY for all other orders and decrees necessary in the premises and for all general and equitable relief as may be necessary in the premises.

Respectfully submitted,

[REDACTED]
ALFRB R. BERESKO, LBN: 02973
BOWIE & BERESKO, APLC
400 Travis Street, Suite 700
Shreveport, Louisiana 71101
Phone: 318-221-0600
Fax: 318-221-8158
Attorney for [REDACTED]

PLEASE SERVE DEFENDANT:

FCA US, LLC
who may be served through its registered agent for service of process,
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, Louisiana 70816

**Service of Process
Transmittal**

04/10/2020

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: RE: [REDACTED] // To: FCA US LLC

DOCUMENT(S) SERVED: -

COURT/AGENCY: None Specified
Case # None Specified

NATURE OF ACTION: Letter of Intent - Threatening Litigation

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

DATE AND HOUR OF SERVICE: By Certified Mail on 04/10/2020 postmarked on 04/08/2020

JURISDICTION SERVED : Michigan

APPEARANCE OR ANSWER DUE: None Specified

ATTORNEY(S) / SENDER(S): None Specified

ACTION ITEMS: CT has retained the current log, Retain Date: 04/10/2020, Expected Purge Date: 04/15/2020

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

Mussin & Scanland, PLLC
13351 Reek Court, Suite 5
Southgate, Michigan 48195



1000



48178

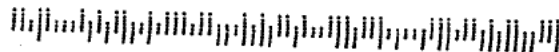
U.S. POSTAGE PAID
FCM LETTER
SOUTHGATE, MI
48195
APR 08, 20
AMOUNT

\$6.95

R2304E106314-22

FCA US, LLC
c/o The Corporation Company
229 Brookwood Drive, Suite 14
South Lyon, Michigan 48178

48178-185814



**MUSSIN &
SCANLAND, PLLC**
Attorneys And Counselors



13351 Reeck Court, Ste. 5
Southgate, Michigan 48195
(734)-282-6037
(734)-447-5853 (Fax)
Info@milawoffices.com

March 27, 2020

CERTIFIED MAIL RETURN RECEIPT REQUESTED

FCA US LLC
Consumer Affairs
c/o The Corporation Company
229 Brookwood Drive, Ste. 14
South Lyon, MI 48178

RE: Customer: [REDACTED]
Vehicle: 2018 Jeep Wrangler
VIN: 1C4HJXDG6 [REDACTED]

Dear Sir or Madam:

We have been retained by the above named customer with respect to problems experienced with the vehicle purchased. Your records should reflect that the vehicle has been in for suspension repairs for which the dealerships have been unable to repair the concerns.

At this time my client is seeking a repurchase of the vehicle pursuant to a claim for breach of the written warranty. I will keep this offer open for 30-days in order to provide you ample time to assess the claim and discuss the possibility of resolving this matter amicably.

If we have not heard from you after 30-days my client has instructed me to proceed with litigation to enforce all rights regarding this defective vehicle.

In accordance with MCLA 257.1401/MCLA 257.1403(3)(b), we are requesting that the above problem be fully repaired within five (5) business days of delivery of the vehicle to the repair facility. We are also requesting, pursuant to MCLA 440.2609, that you provide us with adequate assurance of performance in writing, including assurance that the vehicle has been permanently and satisfactorily

repaired, and that in the event that it has not been permanently and satisfactorily repaired, If the vehicle cannot be repaired, confirm my client will be offered a refund and cancellation of the contract or, alternatively, a comparable non-defective replacement vehicle under the existing contract at no additional cost, within the time periods prescribed under the Lemon Law.

Thank you for your time and consideration.

Very truly yours,

MUSSIN & SCANLAND, PLLC

SPM/



**Service of Process
Transmittal**

10/06/2020

CT Log Number [REDACTED]

TO: Melissa Gravlin
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] ltf. vs. FCA US, LLC, etc., Dft.

DOCUMENT(S) SERVED: Letter, Summons, Complaint

COURT/AGENCY: Oakland Counry - 8th Circuit Court, MI
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2018 Jeep Wrangler VIN:
1C4HJXDG[REDACTED]

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

DATE AND HOUR OF SERVICE: By Certified Mail on 10/06/2020 postmarked on 09/30/2020

JURISDICTION SERVED : Michigan

APPEARANCE OR ANSWER DUE: Within 28 days after service

ATTORNEY(S) / SENDER(S): Scott P. Mussin
MUSSIN & SCANLAND, PLLC
13351 Reeck Court
Ste. 5
Southgate, MI 48195
(734) 282-6037

ACTION ITEMS: CT has retained the current log, Retain Date: 10/07/2020, Expected Purge Date:
10/12/2020

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

RETURN RECEIPT
REQUESTED

Metropix ML 480 ZIP

FRI 12 OCT 2



**MUSSIN &
SCANLAND, PLLC**
Attorneys And Counselors

13351 Reek Court, Suite 5
Southgate, Michigan 48195

FCA US, LLC
c/o The Corporation Company
229 Brookwood Drive, Suite 14
South Lyon, Michigan 48178

U.S. POSTAGE PAID
FCM LG ENV
SOUTHGATE, MI
48195
SEP 30, 20
AMOUNT
\$8.00
R2306Y151915-95



1000

48178

**MUSSIN &
SCANLAND, PLLC**
Attorneys And Counselors



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JD Michigan State

Jeannie Izzolena

Paralegal
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Jerard M. Scanland

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Mercy
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Law School

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Phone: (734)-282-6037
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Info@milawoffices.com
JScanland@milawoffices.com

September 29, 2020

FCA US, LLC
c/o The Corporation Company
229 Brookwood Drive, Suite 14
South Lyon, Michigan 48178

RE: [REDACTED] vs FCA US, LLC;
Case Number: [REDACTED]

To Whom It May Concern:

Please find enclosed, a Summons and Complaint. If you have any questions, please feel free to contact my office.

Very Truly Yours,
/s/SCOTT P. MUSSIN
SCOTT P. MUSSIN
Attorney At Law

CC: File: Copy To File
Enclosures (3)
J.M.I./JMI
Mussin & Scanland, PLLC

Approved, SCAO

Original - Court
1st copy - Defendant2nd copy - Plaintiff
3rd copy - Return

STATE OF MICHIGAN JUDICIAL DISTRICT 8th JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS	CASE NO.
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Court address
 1200 N. Telegraph Road, Pontiac, MI 48340

Court telephone no.
 2488580344

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

v

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

 FCA US, LLC
 c/o The Corporation Company
 229 Brookside Drive, Ste. 14
 South Lyon, MI 48178

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

 Scott P. Mussin (P66748)
 Mussin & Scanland, PLLC
 13351 Reeck Court, Ste. 5
 Southgate, MI 48195
 734.282.6037

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

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND


Plaintiff,

vs.

FCA US, LLC, a Delaware
Limited Liability Company,

Defendant.

Case 

HON.

MUSSIN & SCANLAND, PLLC
SCOTT P. MUSSIN (P66748)
Attorney for Plaintiff
13351 Reek Court, Ste. 5
Southgate, MI 48195
(734) 282-6037
spmussin@milawoffices.com

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 his/her attorneys, Mussin & Scanland, PLLC, complains against the above named Defendants, as follows:

GENERAL ALLEGATIONS

1. Plaintiff is a resident of the Township of Harrison, Clare County, Michigan.
2. Defendant, FCA US, LLC ("Manufacturer"), is a Delaware Corporation authorized to do business in the State of Michigan and, at all times, was engaged in the manufacture, sale, distribution and/or importing of passenger vehicles and related

equipment, with its principal offices located in the City of Auburn Hills, Oakland County, Michigan.

3. On or about January 1, 2018, Plaintiff Purchased a new 2018 Jeep Wrangler, VIN: 1C4HJXDG6 [REDACTED] (the "vehicle"), for the sum above \$25,000 from Defendant's Authorized Dealer, which motor vehicle was manufactured, distributed and/or imported by the Defendant Manufacturer (Purchase Agreement believed to be in the possession of Defendant).

4. At the time of delivery, the vehicle was covered by Defendant Manufacturer's written express new vehicle warranty for a period of 3-year/36,000 miles "bumper to bumper" and a 5-year/60,000mile Powertrain Warranty.

5. The vehicle has a defect or non-conformity which prevents it from conforming to Defendant Manufacturer's warranty and which substantially impairs its use as more fully set forth in the warranty repair records detailed in the repair summary chart below:

DATE	DAYS	MILES	CUSTOMER CONCERN	REPAIR ATTEMPT
02-27-19 02-27-19	1	7584	When driving at speeds of 65-72mph when going over uneven spots in the road there is a real bad shake felt that lasts for a while.	Ordered steering damper.
6-21-19 6-21-19	1	10965	The track bar wobbles, please check and advise Lisa at Jeep has authorized 844-533-7928 x 4060550 (T-case Axle Differential Concern)	Front track bar failure - rplc front track bar test drove and verified not vibrating

DATE	DAYS	MILES	CUSTOMER CONCERN	REPAIR ATTEMPT
10-22-19 11-23-19	33	15073	Steering wheel shakes between 63-73mph on uneven pavement service writer experienced it on 94 just passed 696 off ramp	Wobble at higher speeds. Damper, Steering - rplc. Per Comm with Star advisor, id part #s and took pics of track bar part #, steering damper, steering gear, also verified bulge on steering damper is pointing towards the ground. Performed alignment, showed total toe a little out of specs, and right front camber slightly out of specs...[test drove]... Perf alignment to get to to 0.35. Next step was to road force balance all 4 tires and record measurements lf .012, lr .010, rf .013 rr .002 ..tested after alignment and road force was still shaking....took to outside facility with newer balancer and were road force balanced again...vehicle was still shaking...advised to remove steering damper and inspect for air pockets...while testing it appeared it may have a small air pocket...rplc steering damper again...concern still existed...another damper was replaced..still was shaking...track bar was inspected.. Still shaking...rplc steering damper again...still shaking....installed after market damper and wobble now gone
9-13-19 9-17-19	5	13413	Recall CSN 1 V41: CSN Steering Damper Cust states steering wheel shakes at about 60mph and on uneven pavement.	Recall - replace steering damper 02-v4-11-82. See line D
2-5-20 2-14-20	10	18408	Vehicle shakes at about 65 mph "Death Wobble" again, shakes at 65 after hitting bump, weak dampner	Road tested and verified that wobble is present at highway speeds over bumps, contacted star and was instructed to install mopar steering dampener to make back to factory. Road tested 60 miles. No wobble felt after part replacement.

6. Plaintiff notified Defendant Manufacturer and Defendant's Authorized Agents/Dealers during the term of the express warranty and within a reasonable time after attempted repairs of the condition, as reflected in the various repair orders, correspondence and records.

7. After extensive repair attempts to correct the defects the vehicle remains defective.

8. Defendants were provided with notice to repair the vehicle and the vehicle remains defective.

9. Despite the foregoing reasonable opportunities to repair, the vehicle has never been satisfactorily repaired and the foregoing problem continues to exist.

10. The foregoing defects and conditions substantially impair the use, value and safety of the vehicle to Plaintiffs and Plaintiffs' faith in the vehicle has been irretrievably shaken.

11. 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 WARRANTY

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

13. Plaintiff is a "buyer" under the Michigan Uniform Commercial Code, MCLA 440.2103.

14. Defendant Manufacturer and its authorized dealership, are "sellers" under the Michigan Uniform Commercial Code, MCLA 440.2103.

15. The subject vehicle constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105.

16. This is a "transaction in goods" to which MCLA 440.2102 is applicable.

17. Plaintiff's purchase of the vehicle was accompanied by an express warranty, written and otherwise offered by Defendants Manufacturer, whereby said warranty was advertised, displayed on the window sticker, delivered by Defendant Dealer, an authorized dealership of Defendant Manufacturer, and became part of the basis of the bargain of the contract upon which Plaintiff relied, between Plaintiff and Defendants Manufacturer/Dealer in entering into the aforesaid sales transaction.

18. Defendants' Dealer is an authorized dealership of Defendant Manufacturer and, upon information and belief, obligated to perform warranty diagnoses and repairs and contract with consumers for such diagnoses and repairs, pursuant to a contract between Defendant Manufacturer and Dealer.

19. In the express warranty, the Dealers was obligated to inspect, diagnose, and perform repairs pursuant to the warranty, under which the manufacturer warranted if any defects were discovered within certain periods of time, Defendants Manufacturer via its authorized dealers would provide repair of the vehicle free of charge to Plaintiff under specific terms as stated in the express warranty.

20. The warranty is a warranty of future performance inasmuch as it promises coverage for over 3 years and 36,000 miles together with any extended warranties, service contracts or powertrain warranties.

21. Plaintiff discovered the vehicle had defects and problems after Plaintiff purchased the vehicle as discussed above within the warranty period. The inability to repair the vehicle was discovered, after the repair attempts failed.

22. Plaintiff notified the Manufacturer and Dealer of the aforementioned defects.
23. Plaintiff has provided the Dealer and the Manufacturer with sufficient opportunities to repair or replace the vehicle.
24. Plaintiff has reasonably met all obligations and pre-conditions as provided in the express warranty.
25. Defendants Manufacturer and Dealer have failed to adequately repair the vehicle and/or have not repaired the vehicle in a timely fashion, and the vehicle remains in a defective condition.
26. Defendant Manufacturer and its authorized dealership, have acknowledged that the vehicle does not conform to the express warranty but have failed to repair the vehicle in a reasonable manner as described above.
27. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the vehicle's defects have rendered the limited warranty ineffective to the extent that the limited repair and/or adjustment of defective parts failed of its essential purpose, pursuant to MCLA 440.2719(2) and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b).
28. The vehicle continues to contain defects which substantially impair the use and value of the vehicle to Plaintiff.
29. That these defects could not reasonably have been discovered by Plaintiff prior to Plaintiff's acceptance of the vehicle.
30. Defendants Manufacturer and Dealer induced Plaintiff's acceptance of the vehicle by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

31. As a result of its defects, the Plaintiff has lost faith and confidence in the vehicle and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, reliable, comfortable and efficient transportation.

32. Defendant Manufacturer has refused Plaintiff's demand and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled pursuant to MCLA 440.2313 and MCLA 440.2711, 440.2714, and 440.2715.

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment against the Defendants Manufacturer, granting the following relief:

- a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- b. A refund of the purchase price paid by Plaintiff for the vehicle;
- c. Incidental, consequential and actual damages;
- d. Costs, interest, and actual attorney fees; and
- e. Such other relief this Court deems just and equitable.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

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

34. Manufacturer and Dealer are "merchants" with respect to automobiles under the Michigan Uniform Commercial Code, MCLA 440.2104.

35. The vehicle was subject to implied warranties of merchantability under MCLA 440.2314, running from the Manufacturer via its authorized dealership, to the benefit of Plaintiff.

36. The vehicle was not fit for the ordinary purpose for which such goods are used.

37. The defects and problems hereinbefore described rendered the vehicle unmerchantable.

38. Manufacturer via its authorized dealership, failed to adequately remedy the defects in the vehicle and the vehicle continues to be in unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment against the Defendants Manufacturer, granting the following relief:

- a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- b. A refund of the purchase price paid by Plaintiff for the vehicle;
- c. Incidental, consequential and actual damages;
- d. Costs, interest, and actual attorney fees; and
- e. Such other relief this Court deems just and equitable.

COUNT III

BREACH OF WRITTEN WARRANTY UNDER MAGNUSON-MOSS WARRANTY ACT

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

40. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

41. Defendant's agent and authorized Dealer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

42. Defendant Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

43. The vehicle is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

44. The vehicle was manufactured, sold and purchased after July 4, 1975.

45. The express warranty given by the Manufacturer pertaining to the vehicle is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

46. Defendant's Dealer is an authorized dealership/agent of the manufacturer designated and obligated to perform repairs on vehicles under Defendant Manufacturer's automobile warranties.

47. The aforementioned actions (failure to repair and/or properly repair the defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment against the Defendants Manufacturer, granting the following relief:

- a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- b. A refund of the purchase price paid by Plaintiff for the vehicle;
- c. Incidental, consequential and actual damages;
- d. Costs, interest, and actual attorney fees; and
- e. Such other relief this Court deems just and equitable.

COUNT IV

**BREACH OF IMPLIED WARRANTY
UNDER MAGNUSON-MOSS WARRANTY ACT**

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

49. The aforementioned actions on the part of the Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment against the Defendants Manufacturer, granting the following relief:

- a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- b. A refund of the purchase price paid by Plaintiff for the vehicle;
- c. Incidental, consequential and actual damages;
- d. Costs, interest, and actual attorney fees; and
- e. Such other relief this Court deems just and equitable.

COUNT V

**VIOLATION OF MCLA 445.901, ET. SEQ.
(MICHIGAN CONSUMER PROTECTION ACT)**

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

51. Plaintiff is a "person" as defined in the Michigan Consumer Protection Act, MCLA 445.902^o.

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

53. In the course of the transactions which are the subject of this lawsuit, Defendants engaged in following unfair and deceptive practices:

- (a) At the time of the aforesaid sale, Defendants knew or had reason to know that the vehicle had the defects or non-conformities described above but, failed to disclose this material information to Plaintiff;
- (b) Represented the subject vehicle to be of good, merchantable quality, free of defects, when in fact it was not;
- (c) Representing that the vehicle had been properly repaired when, in fact, it had 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) Refusing and/or failing to provide promised benefits, including but not limited to benefits implied, imposed by law or by agreement or contract;
- (j) Failing to reveal material facts including but not limited to the nature of the non-conformities and defects complained of herein;
- (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.

75. The above described conduct violated the Michigan Consumer Protection Act, specifically but not limited to MCLA 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 any 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 or lease of numerous other vehicles with the above described defects or non-conformities or other latent defects or non-conformities.

77. As a result of the Defendants' actions above Plaintiff has suffered a loss within the meaning of the Act and is also entitled to statutory damages and attorney fees as provided in the Act, specifically, MCLA 445.911.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, 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. Such other and further relief as this Court deems just.

COUNT VI

VIOLATION OF MICHIGAN LEMON LAW (MCLA 257.1401, *et seq*) (DEFENDANT MANUFACTURER)

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

79. The foregoing defects and concerns were reported to Defendant Manufacturer and/or its authorized dealer within the time and mileage parameters of Defendant Manufacturer's written express new vehicle warranty.

80. Pursuant to MCLA 257.1403(6), Defendant Manufacturer was required to repair the continuing defects and concerns within a reasonable time.

81. Defendant has failed and/or refused to repair the defects and concerns under warranty.

82. Plaintiff has given Defendant reasonable notice and opportunity cure.

83. Despite reasonable opportunity and notice, Defendant has failed to cure the aforesaid defects or conditions and the defects or conditions continue to exist.

84. Despite demand, Defendant Manufacturer has refused to refund Plaintiff purchase price, less the reasonable allowance for Plaintiff use of the vehicle as permitted by MCLA 257.1403(1), together with Plaintiff out of pocket costs as permitted by statute.

WHEREFORE, Plaintiff prays that this Honorable Court enter its Order requiring Defendants to refund Plaintiff's purchase price, together with taxes, insurance premiums, towing, rental reimbursement, interest, costs and actual attorney fees as provided by MCLA 257.1401, *et seq.*, or in the alternative, that Plaintiff be awarded damages in whatever amount she is found to be entitled, plus interest, costs and actual attorney fees.

Respectfully submitted,

MUSSIN & SCANLAND, PLLC,

BY: /s/ Scott P. Mussin
SCOTT P. MUSSIN (P66748)

Attorney for Plaintiff
13351 Reeck Court, Ste. 5
Southgate, MI 48195
(734) 282-6037
spmussin@milawoffices.com

DATED: September 3, 2020

ROBERT M. SILVERMAN¹
CRAIG THOR KIMMEL¹

¹ Member, PA Bar
¹ Member, NJ Bar
¹ Member, DE Bar
¹ Member, NY Bar
¹ Member, MA Bar
¹ Member, MD Bar
¹ Member, OH Bar
¹ Member, NH Bar
¹ Member, CT Bar
¹ Member, TN Bar
¹ Member, WY Bar
¹ Member, DC Bar
¹ Member, CA Bar
¹ Member, WI Bar
¹ Member, FL Bar
¹ Member, AZ Bar
¹ Member, TX Bar
¹ Member, MI Bar
¹ 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. HERRITT¹
ROBERT A. RAPKIN¹
ANGELA K. TROCCOLI¹
AMY L. BENNECOFF GINSBURG¹
W. CHRISTOPHER COMPONONO¹
JASON L. GRESHES¹
CHAD P. DOMAN¹
JACOB U. GINSBURG¹
SHAWN BACHMAN¹

January 7, 2021

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: 1C4HJXFN

To Whom It May Concern:

As you know, this office represents the above-captioned individual for problems encountered with her 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 attempting early resolution in this matter.

I look forward to hearing from you.

RECEIVED

JAN 13 2021

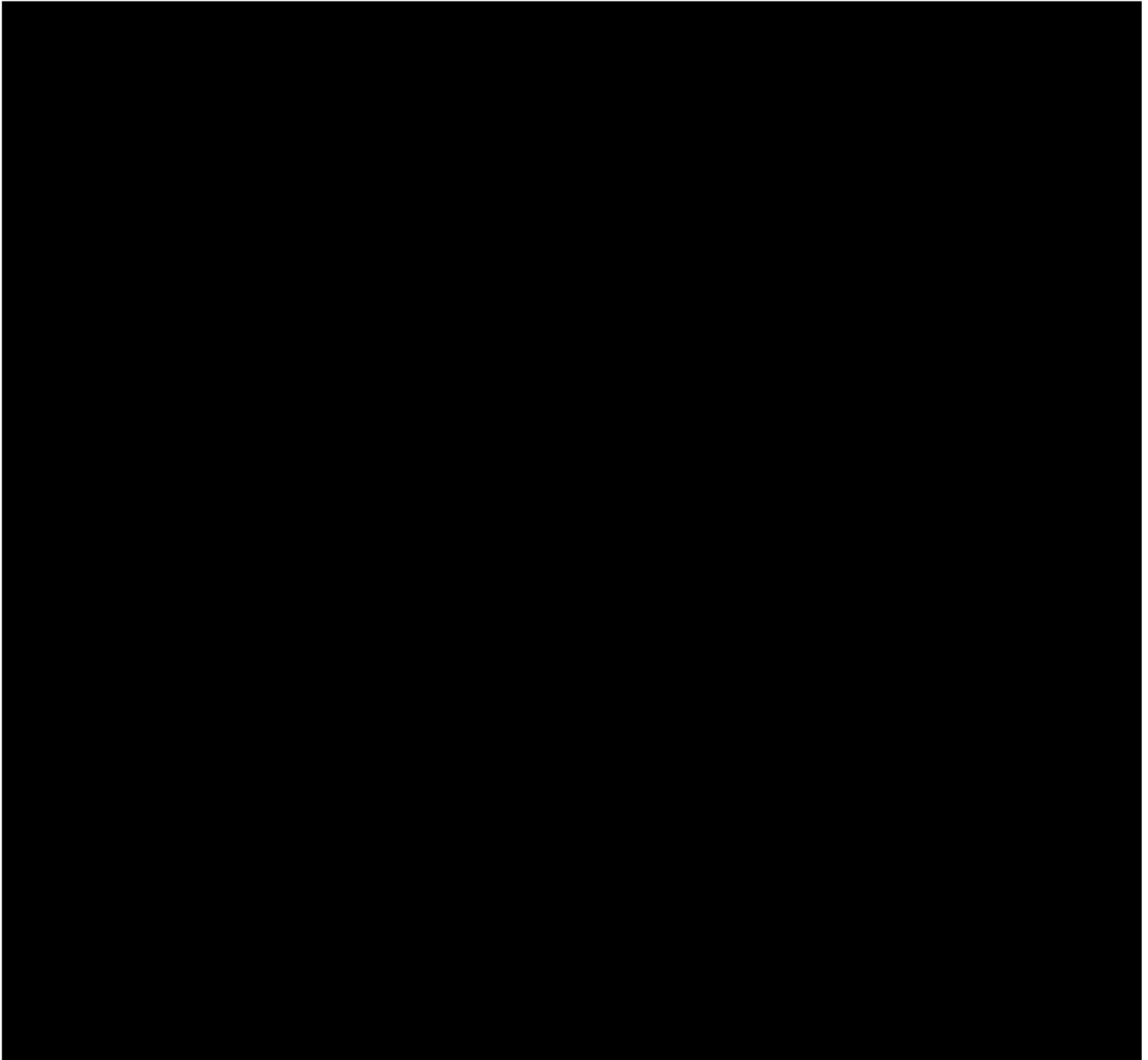
MILLER, CANFIELD, PADDOCK
AND STONE, P.L.C.

RMS/jh
Enclosure

FCAUS LLC
Office of the General Counsel

JAN 12 2021

Agent/
Server





Island Chrysler Jeep
Dodge Ram
1239 Hylan Blvd
Staten Island, NY 10306
(718) 667-8989
NYS Dir Lic# 7118712
NYS Dir Lic# 7118701

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m. Mon - Fri
7:30 a.m. to 4:00 p.m. Saturday

R.O. Open Date	7/29/19
R.O. Closed Date	8/21/19
Message In	5705
Message Out	5707
Service Advisor / Tech	EDDIE MARRERO/185
Vehicle Identification Number	1C4HJXF1
Delivery Date	1/29/19
In-Service Date	1/29/19
Color	STING-GRAY

Year	Make	Model	Body	Color	License Number
2019	JEEP	WRANGLER UNLI	RUBICON 4X4	STING-GRAY	

DESC	AMOUNT
Email: [REDACTED]	
#1 - MR CS: CUSTOMER STATES CUSTOMER STATES VEHICLE HAS NO ACCELERATION WHEN P RESSING ON GAS, WHILE ON THE HIGHWAY Caused by TECH EVALUATED VEHICLE, CONFIRMED CUSTOMER CONCERN FOUND CODE P066D, FOUND TIMING COVER LEAKING Tech: Judith Hachel(747) Installed 5010884AD :SEALER: NONE Qty: 1 Warranty Installed 2142125000 :SEAL: CRANKSHAFT OIL Qty: 1 Warranty Installed 5166241PA :OIL: 5W30 Qty: 5 Warranty Installed 5048234AA :GASKET: CYLINDER HEAD COVER Qty: 1 Warranty Installed 4893666AA :GASKET: WATER PUMP Qty: 1 Warranty Installed 68163848AA :ANTIFREEZ: COOLANT Qty: 1 Warranty RESEAL TIMING COVER	
#2 - MR CS: CUSTOMER STATES CUSTOMER STATES SERVICE TRANSMISSION LIGHT IS ON Tech: Judith Hachel(747) REFER TO LINE 1	Warranty
#3 - MR CS: CUSTOMER STATES CUSTOMER STATES SERVICE AXLE LOCK IS DISPLAYED ON DASH Tech: Judith Hachel(747) REFER TO LINE 1	Warranty
#4 - MR CS: CUSTOMER STATES	
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereafter 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.	LABOR
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.	PARTS
	DEDUCTIBLE
	SUBLET
	SHOP SUPPLIES
	HAZARDOUS MATERIALS
	SALES TAX OR TAX I.D.
	SPECIAL ORDER DEPOSIT
	DISCOUNTS
	TOTAL DUE
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS	
X	



Island Chrysler Jeep
Dodge Ram
1239 Hylan Blvd
Staten Island, NY 10305
(718) 667-8989

NYS Dir Lic# 7119712
NYS Dir Lic# 7119701

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m. Mon - Fri
7:30 a.m. to 4:00 p.m. Saturday

R.O. Open Date	R.O. Number				
7/29/19					
R.O. Close Date	Status				
8/21/19	Reprint				
Mileage In	Mileage Out				
5705	5707				
Service Advisor Tag #					
EDDIE MARRERO/185					
Work Phone	Vehicle Identifier				
	1C4HJXFN1				
Delivery Date	In-Service Date				
1/29/19	1/29/19				
Year	Make	Model	Body	Color	License Number
2019	JEEP	WRANGLER UNLI	RUBICON 4X4	STING-GRAY	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
CUSTOMER STATES ARM REST NOT CLOSING Caused by TECH EVALUATED VEHICLE, CONFIRMED CUSTOMER CONCERN FOUND ARM REST LATCH BROKEN Tech: Judith Hachel(747) Installed 68470797AA :LATCH: ARMREST LID REPLACE LATCH, CLOSE PROPERLY Qty: 1	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 as directed, righted, or otherwise for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.	
LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX ID	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS X 6,2013 DEALER/TECHNICIAN USE ONLY - Powerline Performance Center (01/01/13)	





Island Chrysler Jeep
Dodge Ram
1239 Hylan Blvd
Staten Island, NY 10305
(718) 667-8989
NYS Dir Lic# 7119712
NYS Dir Lic# 7119701

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m. Mon - Fri
7:30 a.m. to 4:00 p.m. Saturday

R/O Open Date	9/18/19
R/O Close Date	9/26/19
Message In	7071
Message Out	7072
Service Advisor Tag #	EDDIE MARRERO/1427
Vehicle Identity	1C4HJXFN1
Delivery Date	1/29/19
Color	STING-GRAY

Year	2019	Make	JEEP	Model	WRANGLER UNLI	Trim	RUBICON 4X4
Old Bridge, NJ							

Des	Amount
Email: [REDACTED] #1 - MR RRT: RRT rrt 19-0131 Tech: ANTHONY SPINELLI(111) performed rrt 19-0131 Warranty	
#2 - MR RECALL: RECALL recall v41 steering damper Tech: ANTHONY SPINELLI(111) Installed CCUKV411AA :DAMPER: STEERING WHEEL Qty: 1 Installed CCUKV413AA :DAMPER: STEERING WHEEL Qty: 1 performed recall v41 lop 02-V4-11-82 Replace Steering Damper Warranty Warranty Warranty	
#3 - MR CS: CUSTOMER STATES customer states service axel lock is displayed on dash Tech: ANTHONY SPINELLI(111) Sub Total: Labor: .00 Parts: .00 Total: .00 NO PROBLEM FOUND	
#4 - MR CS: CUSTOMER STATES customer states service transmission light is on Tech: ANTHONY SPINELLI(111) Sub Total: Labor: .00 Parts: .00 Total: .00 NO PROBLEM FOUND	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereafter 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 repair 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 used products. Any limitation contained herein does not apply when prohibited by law.

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

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Island Chrysler Jeep
Dodge Ram
1239 Hylan Blvd
Staten Island, NY 10305
(718) 667-8989
NYS Dir Lic# 7110712
NYS Dir Lic# 7110701

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m. Mon - Fri
7:30 a.m. to 4:00 p.m. Saturday

RO Open Date	9/18/19
RO Close Date	9/26/19
Mileage In	7071
Mileage Out	7072
Service Advisor Tag #	EDDIE MARRERO/1427
Vehicle Identif	1C4HJXFN
Delivery Date	1/29/19
In-Service Date	1/29/19
Color	STING-GRAY
License Number	

OLD BRIDGE, NJ

Year	Make	Model	Trim	Color	License Number
2019	JEEP	WRANGLER UNLI	RUBICON 4X4	STING-GRAY	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#5 - MR MULTI: C/S PERFORM A MULTI POINT INSPECTION Tech: HOUSE TECH(0) Sub Total: Labor: .00 Parts: .00 Total: .00	
#6 - MR DIAG: CUSTOMER IS AWARE OF A DIAGNOSTIC FEE OF \$229.95 Tech: HOUSE TECH(0) Sub Total: Labor: .00 Parts: .00 Total: .00	
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereafter to be done using 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.	
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS	
LABOR .00 PARTS .00 DEDUCTIBLE .00 SUBLET .00 SHOP SUPPLIES .00 HAZARDOUS MATERIALS .00 SALES TAX OR TAX ID .00 SPECIAL ORDER DEPOSIT .00 DISCOUNTS .00 TOTAL DUE .00	
	

X

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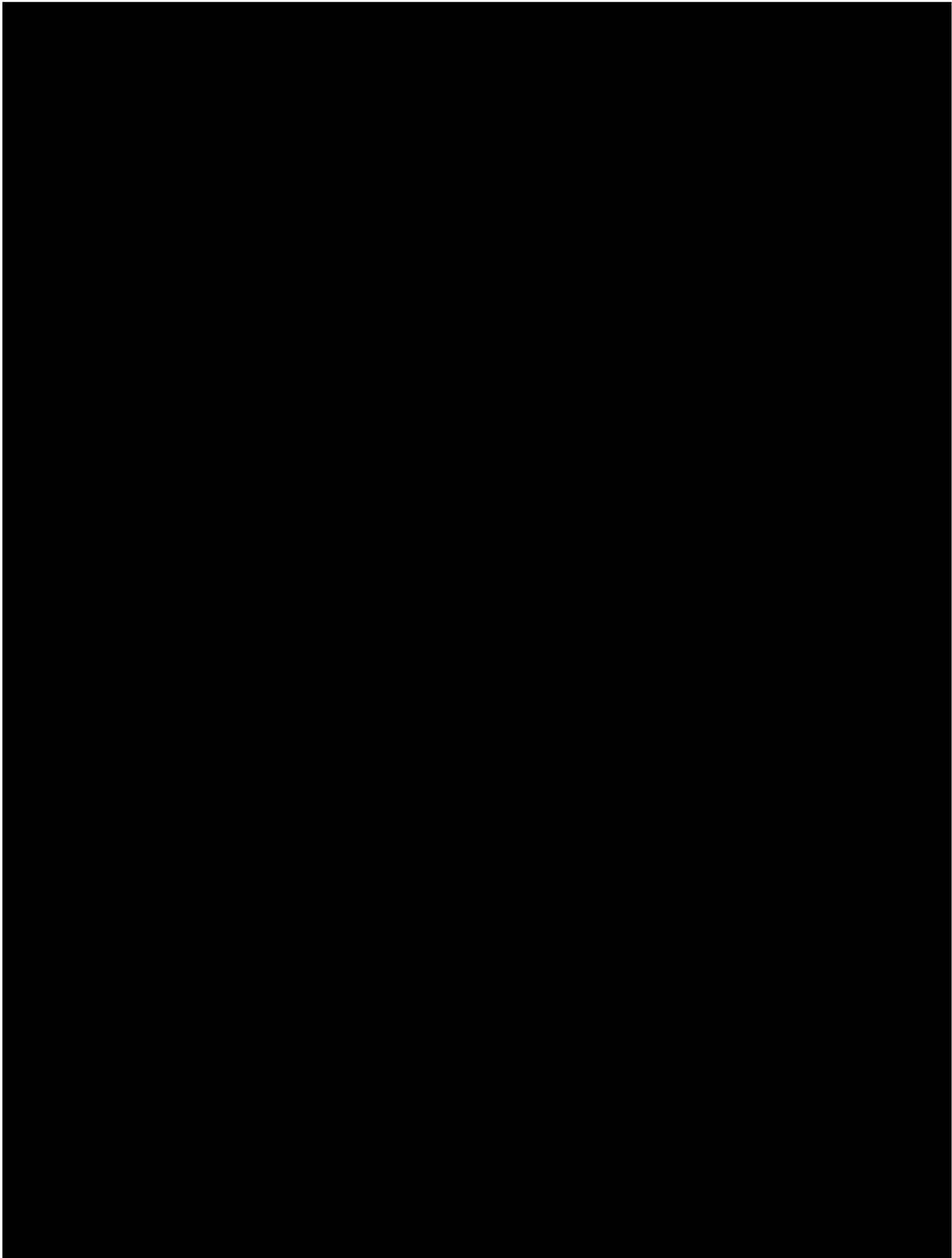
Island Chrysler Jeep
Dodge Ram
1239 Hylan Blvd
Staten Island, NY 10305
(718) 667-8989
NYS Dir Lic# 7119712
NYS Dir Lic# 7119701

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m. Mon - Fri
7:30 a.m. to 4:00 p.m. Saturday

R.O. Open Date	9/30/19
R.O. Close Date	10/03/19
Mileage In	8070
Mileage Out	8071
Service Advisor Tag #	HERALD RODRIGUE/485
Vehicle Ident	1C4HJXFNE
Delivery Date	1/29/19
License Number	1/29/19
Year	2019
Make	JEEP
Model	WRANGLER UNLI
Body	RUBICON 4X4
Color	STING-GRAY
99138	

DESCRIPTION	AMOUNT
Email [REDACTED]	
#1 - MR CS: CUSTOMER STATES customer states service axle lock is displayed Caused by tech evaluated customer concern and found code c147b-14 Tech: DANIEL KARTASHEFF (DK) Installed 6839156LAA :ACTUATOR: AXLE LOCKER Qty: 1 tested and replaced front axle lock actuator and verified proper operation	Warranty Warranty
#2 - MR MULTI: C/S PERFORM A MULTI POINT INSPECTION Tech: DANIEL KARTASHEFF (DK)	Internal
#3 - MR DIAG: CUSTOMER IS AWARE OF A DIAGNOSTIC FEE OF \$229.95 Tech: DANIEL KARTASHEFF (DK)	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.	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
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.	
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS	
X	







Island Chrysler Jeep
Dodge Ram
1239 Hylan Blvd
Staten Island, NY 10305
(718) 667-8989
NYS Dir Lic# 7119712
NYS Dir Lic# 7119701

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m. Mon - Fri
7:30 a.m. to 4:00 p.m. Saturday

R/O Open Date	11/17/20	Status	
R/O Close Date	11/24/20	Reprint	
Mileage In	19430	Mileage Out	19430
Service Advisor / Tag #	MUNIR DENARD/656		
Vehicle Identification Number	1C4HJXFN1K		
Delivery Date	1/29/19	In-Service Date	1/29/19
Color	STING-GRAY	License Number	

Year	Make	Model	Body
2019	JEOP	WRANGLER UNLI	RUBICON 4X4

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Please Note: BDC APPT CREATED 2020-11-11 12:19:00PM TAKEN BY JE SSICA BOYCE RAM	
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinabove to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or anything 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 vehicle articles to receive the amount of repairs thereto.*	
LABOR	.00
PARTS	164.00
DEDUCTIBLE	.00
SUGLEY	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX ID.	14.56
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	178.56
PTS & SERV V	178.56
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS	
X	





Island Chrysler Jeep
Dodge Ram
1239 Hylan Blvd
Staten Island, NY 10305
(718) 667-8989
NYS Dir Lic# 7119712
NYS Dir Lic# 7119701

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m. Mon - Fri
7:30 a.m. to 4:00 p.m. Saturday

R/O Open Date	R/O Number
12/17/20	
Time Received	Time Promised
12/24/20	12/18 9:45
Current Mileage	Mileage Out
5705	
Estimate of Repair	Service Advisor / Key Tag #
	MUNIR DENARD/184

Year	Make	Model	Body	Color	License Number
2019	JEOP	WRANGLER UNLI	RUBICON 4X4	STING-GRAY	

Job Number	Description of Work	Code
1.	CUSTOMER IS AWARE OF A DIAGNOSTIC FEE OF \$229.95 IF REPAIRS ARE NOT COVERED BY WARRANTY OR DECLINED AT THIS TIME.	DIAG Customer Pay

Job Number	Description of Work	Code
2.	C/S PERFORM A MULTI POINT INSPECTION MULTI-POINT VEHICLE INSPECTION	MULTI Customer Pay Customer Pay

Job Number	Description of Work	Code
3.	CUSTOMER STATES steering wheel locks up when driving loses power steering	CS WARR-CHRYSL

Job Number	Description of Work	Code
4.	CUSTOMER STATES passenger vanity mirror is broken part ordered	CS WARR-CHRYSL WARR-CHRYSL

Job Number	Description of Work	Code
5.	CUSTOMER STATES TO MAKE ADDL KEY PROGRAMMING FEE \$150 IF ANOTHER KEY PRESENT PROGRAMMING FEE \$420 IF TOWED IN/NO KEYS PRESENT	KEY Customer Pay

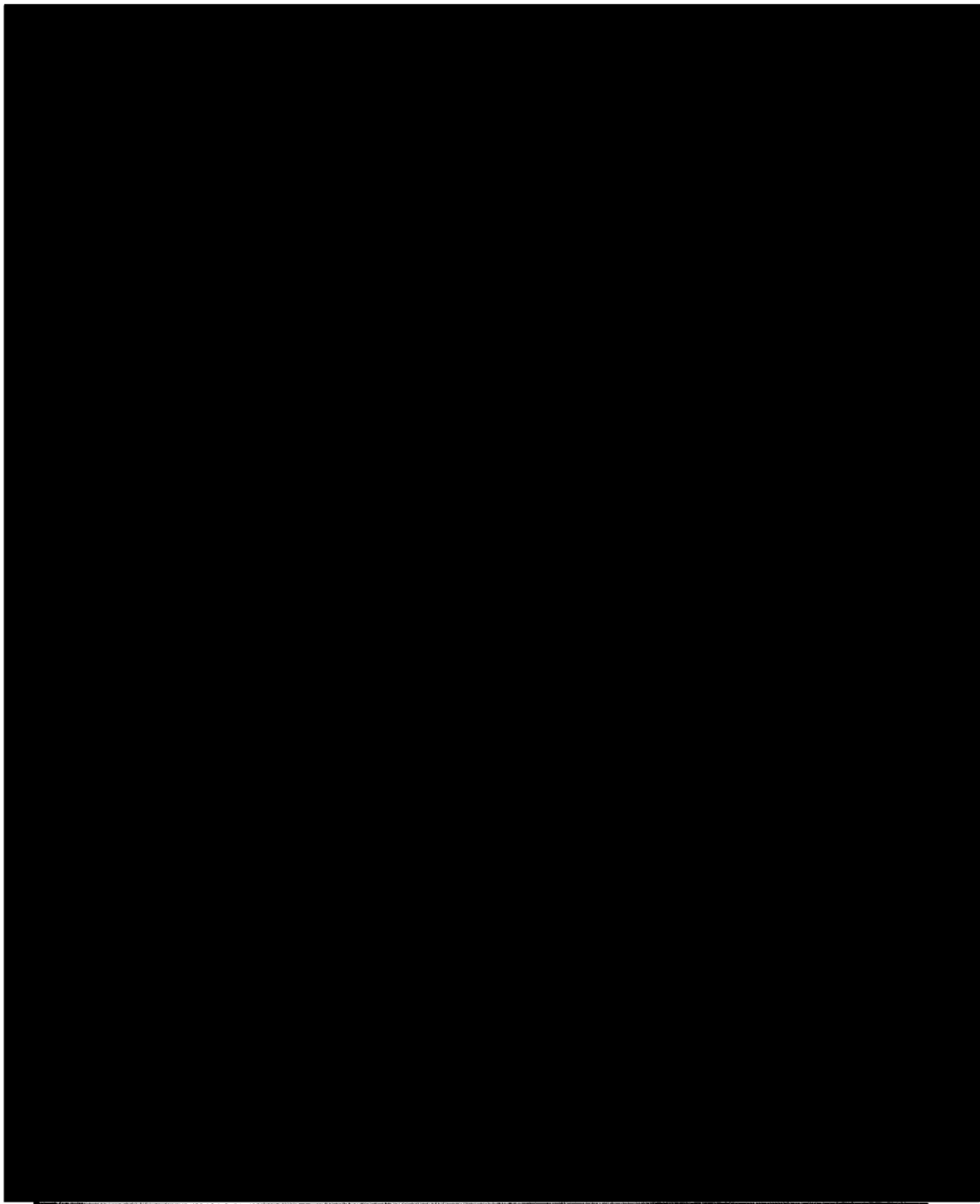
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

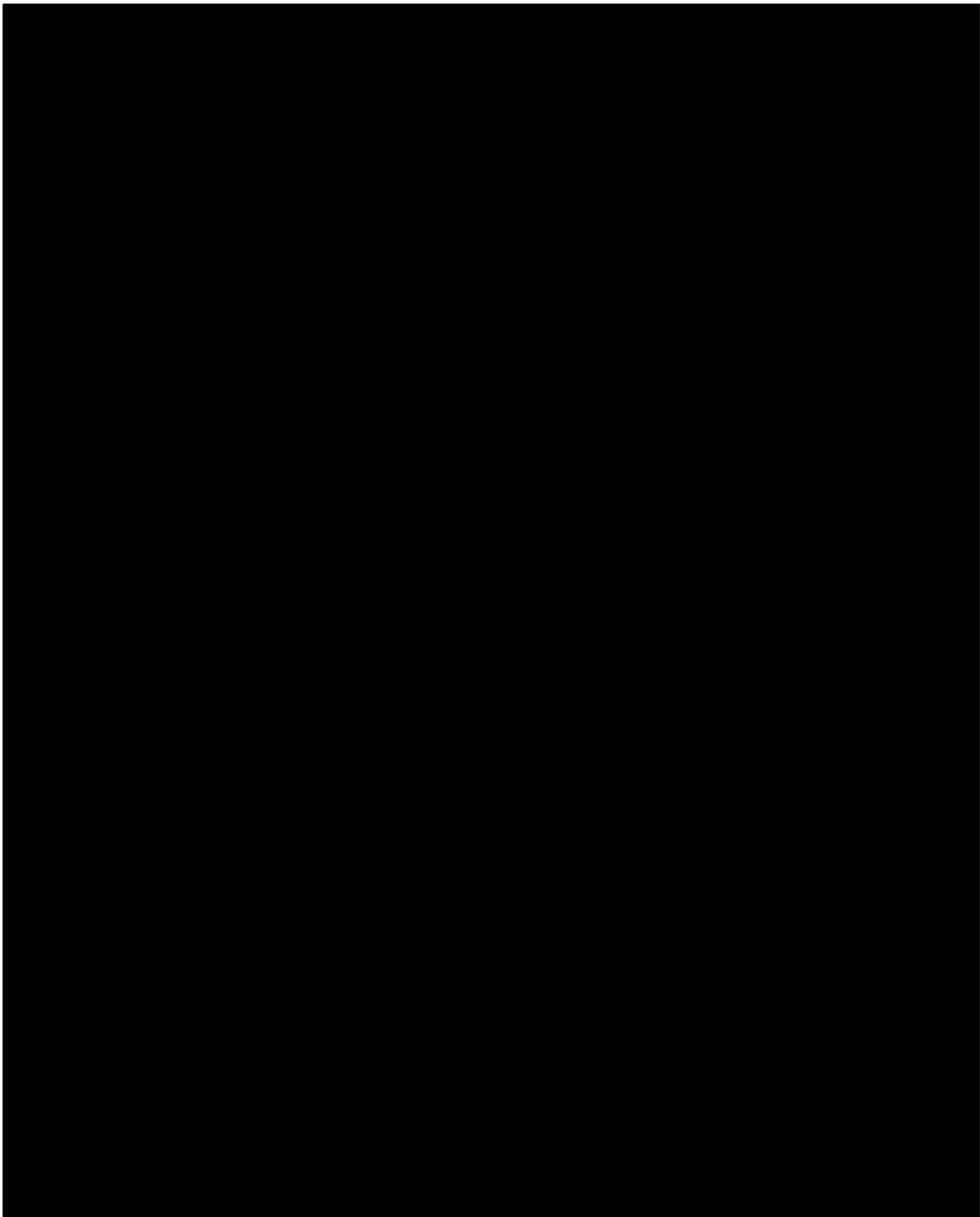
"I hereby authorize the repair work above to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts 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 testing and/or inspection. An express merchandise lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES.

Any warranties on the products sold hereby and 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 and we assume our autonomy 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.

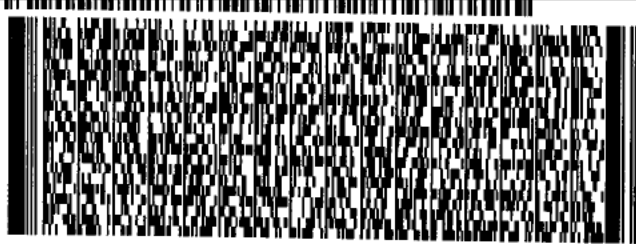
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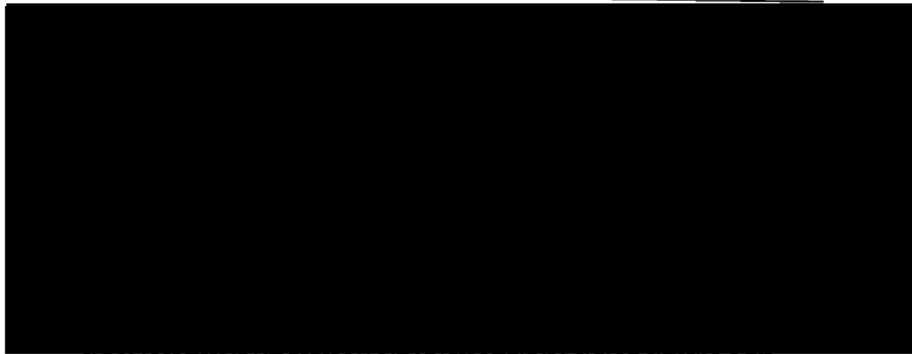
Align top of FedEx Express® shipping label here.

MAIL ROOM



2202007140100

Pa



nd-stick airbill or pouch here.

ing
frit
on
iad

**Service of Process
Transmittal**

02/16/2021

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 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, Affidavit, Attachment(s), Exhibit(s)

COURT/AGENCY: Richmond County: Supreme Court, NY
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2019 Jeep Wrangler, VIN: 1C4HJXFN1K [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, New York, NY

DATE AND HOUR OF SERVICE: By Certified Mail on 02/16/2021 postmarked: "Illegible"

JURISDICTION SERVED : New York

APPEARANCE OR ANSWER DUE: Within 30 days after 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: 02/17/2021, Expected Purge Date: 02/22/2021

Image SOP

Email Notification, Lance Arnott sopverification@wolterskluwer.com

REGISTERED AGENT ADDRESS: C T Corporation System
28 Liberty Street
New York, NY 10005
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.

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, 42 Floor
New York, NY 1005



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, MI 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**

JACOB U. GINSBURG**

SHAWN BACHMAN**

January 18, 2021

VIA CERTIFIED MAIL

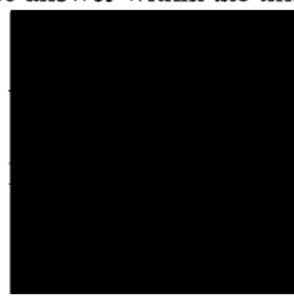
FCA US LLC
C/o CT Corporation System
28 Liberty Street, 42 Floor
New York, NY 1005

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 Richmond County. Please answer within the time period prescribed by the New York Rules of Civil Procedure.

RMS/jh
Enclosure



**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF RICHMOND**

[REDACTED]
Plaintiff,

**Index No.:
Date of Filing:
SUMMONS**

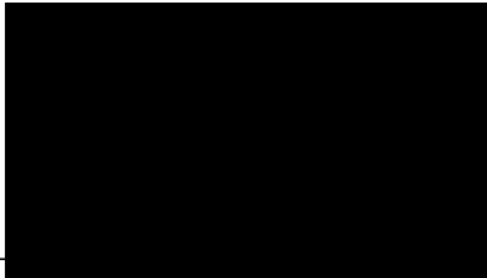
FCA US LLC,

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 RICHMOND as the place of trial. The basis of venue is:
Richmond County**



**12th Floor
New York, NY 10018
1-800-536-6652**

**TO: FCA US LLC
c/o CT Corporation System
28 Liberty Street, 42nd Floor
New York, NY, 10005**

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF RICHMOND**

[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. Plaintiff, [REDACTED], is a resident of the State of New York, [REDACTED]
[REDACTED] Staten Island, 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,
28 Liberty Street, 42nd Floor, New York, NY, 10005.
3. On or about 1/29/2019, Plaintiff purchased a new 2019 Jeep Wrangler,
manufactured and warranted by Defendant, bearing the Vehicle Identification Number
1C4HJXFN1K [REDACTED]
4. Plaintiff's 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 \$49,795.00. A true and correct copy of the
contract is attached hereto, made a part hereof, and marked Exhibit "A".
6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff

several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications. 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 which have been presented for repair as follows:

- a. The first documented warranty repair attempt is believed to have occurred on or before 7/29/19, when the vehicle odometer showed 5,705 miles. On that date, repair attempts addressed: vehicle has no acceleration when pressing on gas, service transmission light illuminating, axle lock displayed on dash, and arm rest not closing.

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 9/18/19, when the vehicle odometer showed 7,071 miles. On that date, repair attempts addressed: steering damper, axle lock displayed on dash, and service transmission light illuminating. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

- c. The third documented warranty repair attempt is believed to have occurred on or

- before 9/30/19, when the vehicle odometer showed 8,070 miles. On that date, repair attempts addressed: axle lock message displayed. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".
- d. The fourth documented warranty repair attempt is believed to have occurred on or before 11/17/20, when the vehicle odometer showed 19,430 miles. On that date, repair attempts addressed: vehicle leaking oil, losing steering, and doors not locking from master switch. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".
- e. The fifth documented warranty repair attempt is believed to have occurred on or before 12/17/20, when the vehicle odometer showed 5,705 miles. On that date, repair attempts addressed: steering wheel locking up while driving, stop/start light illuminating, and electronic throttle light illuminating. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "F".
- f. The sixth documented warranty repair attempt is believed to have occurred on or before 12/30/20, when the vehicle odometer showed 20,851 miles. On that date, repair attempts addressed: randomly losing power while driving and check engine light illuminating. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "G".

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").
13. The subject vehicle is a "Motor vehicle" as defined by the Lemon Law.
14. Defendant is a "manufacturer" as referenced by the Lemon Law.

15. On or about 1/29/2019, Plaintiff took possession of the subject vehicle and at times thereafter experienced non-conformities, defects and conditions which substantially impair the use, value and safety of the vehicle.

16. The presence and persistence of these 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 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 Lemon Law.

27. 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.

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

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

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

33. 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.

34. 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.

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

36. 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.

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

38. As a direct and proximate result of Defendant's failure to comply with its express written, implied warranties and contracts, 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.

39. 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.

40. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees and cost 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

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

42. 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.

43. Defendant violated N.Y. Gen. Law § 349 in one or more of the following ways:

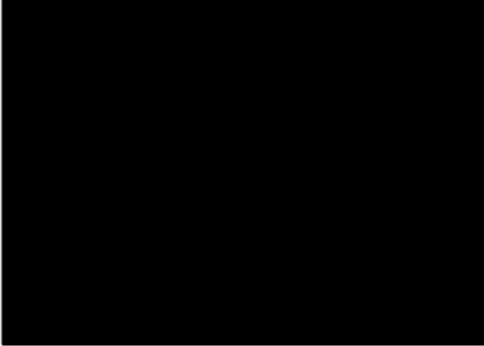
- a. Making of fraudulent and/or negligent representations;
- b. Representing the subject vehicle to be of good, merchantable quality, free from defects, when in fact it was not;
- c. Representing that the repairs could be performed properly, within a reasonable time, when Defendant knew, or should have known, that this was not the case;
- d. Failing to reveal material facts including but not limited to the nature of the nonconformities and defects complained of herein; and
- e. Failing to offer a refund of the purchase price of the subject vehicle in accordance with the applicable warranties.

44. 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.

45. Defendant violated the law willfully and knowingly.

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, repurchase or replacement of the subject vehicle, and in the event this Court finds Plaintiff is not entitled to repurchase or replacement, any other relief this Court deems just; and all attorneys' fees and cost.



**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF RICHMOND**

[REDACTED]

Plaintiff,

Index No.:
Date of Filing:

FCA US LLC,

Defendant.

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]

ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF RICHMOND**

[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, who is admitted to practice in the courts of New York State, certifies that, upon information and belief, the contents contained in the annexed documents are not frivolous.

[REDACTED]

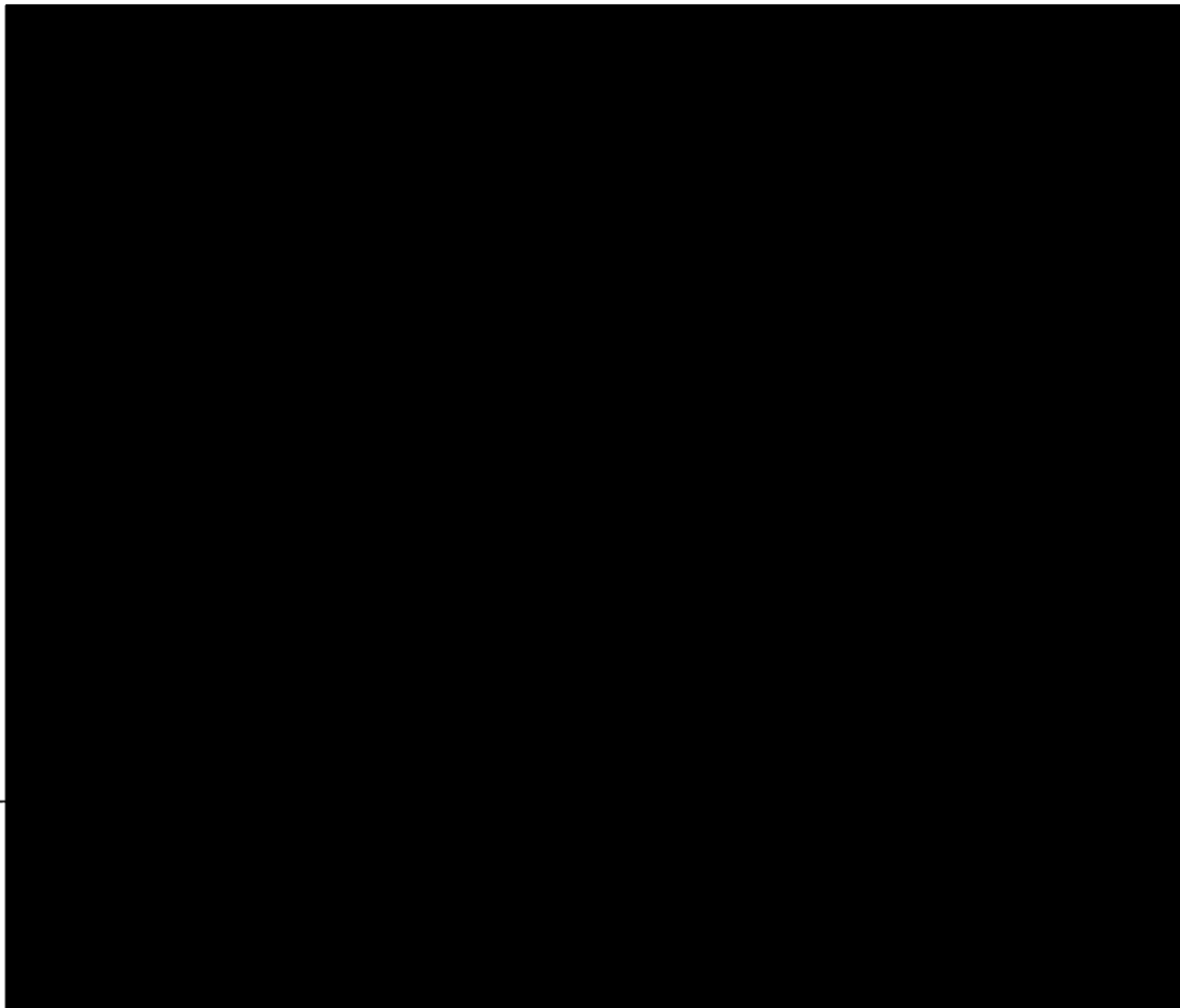
ESQUIRE

FILED: RICHMOND COUNTY CLERK 01/14/2021 04:42 PM

NYSCEF DOC. NO. 2

INDEX NO. [REDACTED]

RECEIVED NYSCEF: 01/14/2021





Island Chrysler Jeep
Dodge Ram
1238 Hyden Blvd
Staten Island, NY 10305
(718) 687-0989
NYS Dir Lic# 7118712
NYS Dir Lic# 7118701

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m. Mon - Fri
7:30 a.m. to 4:00 p.m. Saturday

7/29/19	
8/21/19	Reprint
5705	5707
EDDIE MARRERO/185	
1C4HJKE	
1/29/19	1/29/19
2018	WRANGLER UNLI
WRANGLER UNLI	RUBICON 4X4
WRANGLER UNLI	STING-GRAY

Email	ACCOUNT																				
#1 - MR CS: CUSTOMER STATES CUSTOMER STATES VEHICLE HAS NO ACCELERATION WHEN PRESSING ON GAS, WHILE ON THE HIGHWAY Caused by TECH EVALUATED VEHICLE, CONFIRMED CUSTOMER CONCERN FOUND CODE P066D, FOUND TIMING COVER LEAKING Tech: Judith Hachel (747) Installed 5010884AD :SEALER: NONE Qty: 1 Warranty Installed 2142125000 :SEAL: CRANKSHAFT OIL Qty: 1 Warranty Installed 5166241PA :OIL: 5W30 Qty: 5 Warranty Installed 5048234AA :GASKET: CYLINDER HEAD COVER Qty: 1 Warranty Installed 4893666AA :GASKET: WATER PUMP Qty: 1 Warranty Installed 68163848AA :ANTIFREEZ: COOLANT Qty: 1 Warranty RESEAL TIMING COVER																					
#2 - MR CS: CUSTOMER STATES CUSTOMER STATES SERVICE TRANSMISSION LIGHT IS ON Tech: Judith Hachel (747) REFER TO LINE 1	Warranty																				
#3 - MR CS: CUSTOMER STATES CUSTOMER STATES SERVICE AXLE LOCK IS DISPLAYED ON DASH Tech: Judith Hachel (747) REFER TO LINE 1	Warranty																				
#4 - MR CS: CUSTOMER STATES																					
TERMS: STRICTLY CASH UNLESS FINANCEMENTS ARE MADE. I hereby authorize the repair work hereunder 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 shipment 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 herein. 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.																					
<table border="1"> <tr><td>LABOR</td><td></td></tr> <tr><td>PARTS</td><td></td></tr> <tr><td>DEDUCTIBLE</td><td></td></tr> <tr><td>SUBLET</td><td></td></tr> <tr><td>SHOP SUPPLIES</td><td></td></tr> <tr><td>HAZARDOUS MATERIALS</td><td></td></tr> <tr><td>SALES TAX OR TAX I.D.</td><td></td></tr> <tr><td>SPECIAL ORDER DEPOSIT</td><td></td></tr> <tr><td>DISCOUNTS</td><td></td></tr> <tr><td>TOTAL DUE</td><td></td></tr> </table>		LABOR		PARTS		DEDUCTIBLE		SUBLET		SHOP SUPPLIES		HAZARDOUS MATERIALS		SALES TAX OR TAX I.D.		SPECIAL ORDER DEPOSIT		DISCOUNTS		TOTAL DUE	
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SPECIAL ORDER DEPOSIT																					
DISCOUNTS																					
TOTAL DUE																					
ALL STATE LEGAL'S PLAINTIFF'S EXHIBIT B																					



Island Chrysler Jeep
Dodge Ram
1239 Hylan Blvd
Staten Island, NY 10305
(718) 887-8889
NYS Dir Lic# 7119712
NYS Dir Lic# 7119701

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m. Mon - Fri
7:30 a.m. to 4:00 p.m. Saturday

7/29/19	
8/21/19	Reprint
5705	5707
EDDIE MARRERO/185	
1C4HJXFA	
1/29/19	1/29/19
2019	WRANGLER UNLI
	RUBICON 4X4
	STING-GRAY

CUSTOMER STATES ARM REST NOT CLOSING

Caused by

TECH EVALUATED VEHICLE, CONFIRMED CUSTOMER CONCERN
FOUND ARM REST LATCH BROKEN

Tech: Judith Hachel (747)

Installed 68470797AA :LATCH: ARMREST LID

REPLACE LATCH, CLOSE PROPERLY

Qty: 1

Warranty
Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereunder 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. This order 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 extends nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
QUOTET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX ID.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN TO FACTORY FOR REPAIR OR SPECIAL ORDER

X



Island Auto Center, Inc. - Staten Island, NY 10305



Island Chrysler Jeep
Dodge Ram
1239 Hylan Blvd
Staten Island, NY 10305
(718) 687-8989
NYS Dir Lic# 7118712
NYS Dir Lic# 7118701

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m. Mon - Fri
7:30 a.m. to 4:00 p.m. Saturday

9/18/19	
9/26/19	Reprint
7071	7072
EDDIE MARRERO/1427	
1C4HJXP	
1/29/19	1/29/19
STING-GRAY	

2019	JEOP	WRANGLER UNLI	RUBICON 4X4	STING-GRAY
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Email: [REDACTED]	
#1 - MR RRT: RRT rrt 19-0131 Tech: ANTHONY SPINELLI(111) performed rrt 19-0131	Warranty
#2 - MR RECALL: RECALL recall v41 steering damper Tech: ANTHONY SPINELLI(111) Installed CCUKV411AA :DAMPER: STEERING WHEEL Qty: 1 Installed CCUKV413AA :DAMPER: STEERING WHEEL Qty: 1 performed recall v41 lop 02-V4-11-82 Replace Steering Damper	Warranty Warranty Warranty
#3 - MR CS: CUSTOMER STATES customer states service axel lock is displayed on dash Tech: ANTHONY SPINELLI(111) Sub Total: Labor: .00 Parts: .00 Total: .00 NO PROBLEM FOUND	
#4 - MR CS: CUSTOMER STATES customer states service transmission light is on Tech: ANTHONY SPINELLI(111) Sub Total: Labor: .00 Parts: .00 Total: .00 NO PROBLEM FOUND	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereafter in accordance with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in care of the shop or any other cause beyond your control or for any damage caused by unavailability of parts or delays in parts shipment by the supplier or transporter. I hereby agree that 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 disclaimer is hereby acknowledged on above vehicle to secure the amount of repair thereon.

DISCLAIMER OF WARRANTY: 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 further disclaims any other promise or warranty for any liability in connection with the sale of said products. Any limitations contained herein does not apply where prohibited by law.

WORK DONE BY MECHANIC OR SERVICE TECHNICIAN

X

ALL-STATE LEGAL
PLAINTIFF'S
EXHIBIT
C



Island Chrysler Jeep
 Dodge Ram
 1230 Hylan Blvd
 Staten Island, NY 10306
 (718) 667-8989
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SERVICE DEPARTMENT HOURS
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9/26/19	Reprint
7071	7072
EDDIE MARRERO/1427	
1C4HJ	
1/29/19	1/29/19
2019	JEEP
WRANGLER UNLT	RUBICON 4X4
STING-GRAY	

#5 - MR. MULTI: C/S PERFORM A MULTI POINT INSPECTION
 Tech: HOUSE TECH(0)
 Sub Total: Labor: .00 Parts: .00 Total: .00

#6 - MR DIAG: CUSTOMER IS AWARE OF A DIAGNOSTIC FEE OF
 \$229.95
 Tech: HOUSE TECH(0)
 Sub Total: Labor: .00 Parts: .00 Total: .00

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereunder to be done using only the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in care of you, 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 making timely 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 on remedy herein does not apply where prohibited by law.

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



X



Island Chrysler Jeep
Dodge Ram
1239 Hylan Blvd
Staten Island, NY 10305
(718) 667-8989
NYS Dir Lic# 7119712
NYS Dir Lic# 7119701

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m. Mon - Fri
7:30 a.m. to 4:00 p.m. Saturday

9/30/19	[REDACTED]
10/03/19	Reprint
8070	8071
HERALD RODRIGUEZ/485	
1C4HJXFN	
1/29/19	1/29/19
2019	JEEP
WRANGLER UNLI	RUBICON 4X4
STING-GRAY	

Email: [REDACTED]

#1 -	MR CS: CUSTOMER STATES customer states service axle lock is displayed Caused by tech evaluated customer concern and found code c147b-14 Tech: DANIEL KARTASHEFF(DK) Installed 68391561AA :ACTUATOR: AXLE LOCKER tested and replaced front axle lock actuator and verified proper operation	Qty: 1	Warranty Warranty
#2 -	MR MULTI: C/S PERFORM A MULTI POINT INSPECTION Tech: DANIEL KARTASHEFF(DK)		Internal
#3 -	MR DIAG: CUSTOMER IS AWARE OF A DIAGNOSTIC FEE OF \$229.95 Tech: DANIEL KARTASHEFF(DK)		Internal

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereafter 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 causes 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 other express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither endorses nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation on the amount of damages recoverable shall not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SURLEY	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX ID	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

X

ALL-STATE LEGAL
PLAINTIFF'S
EXHIBIT

D



Island Chrysler Jeep
Dodge Ram
1239 Hylan Blvd
Staten Island, NY 10305
(718) 667-8269
NYS Dr Lic# 7118712
NYS Ch Lic# 7118701

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m. Mon.-Fri.
7:30 a.m. to 4:00 p.m. Saturday

9/30/19	[REDACTED]
10/03/19	Reprint
8070	8071
HERALD RODRIGUE/485	
1C4HJXFN	
1/29/19	1/29/19
2019	JEEP
WRANGLER UNLI	RUBICON 4X4
STING-GRAY	

Email: [REDACTED]

#1 -	MR CS: CUSTOMER STATES customer states service axle lock is displayed Caused by tech evaluated customer concern and found code c147b-14 Tech: DANIEL KARTASHEFF (DK) Installed 68391561AA :ACTUATOR: AXLE LOCKER Qty: 1 tested and replaced front axle lock actuator and verified proper operation	Warranty Warranty
#2 -	MR MULTI: C/S PERFORM A MULTI POINT INSPECTION Tech: DANIEL KARTASHEFF (DK)	Internal
#3 -	MR DIAG: CUSTOMER IS AWARE OF A DIAGNOSTIC FEE OF \$229.95 Tech: DANIEL KARTASHEFF (DK)	Internal

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereafter 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 claims caused by unsuitability 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 herein are those made by the manufacturer. This seller hereby expressly disclaims all warranties either express or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEBITABLE	.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





Island Chrysler Jeep
Dodge Ram
1230 Hyman Blvd
Staten Island, NY 10305
(718) 687-8888
NYC Dir Lic 7119712
NYS Dir Lic 7119701

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m. Mon - Fri
7:30 a.m. to 6:30 p.m. Saturday

12/17-506945

7 days

11/17/20	[REDACTED]
11/24/20	Reprint
19430	19430
MUNIR DENARD/556	
1C4HJH	
1/29/19	1/29/19
2019 JEEP	WRANGLER UNL
	REDUCION 4X4
	SITING GRAY

Email: [REDACTED]

#2 - MR MULTI: C/S PERFORM A MULTI POINT INSPECTION

OIL LEAK

Tech: Judith Hachel (747)

Tech: Judith Hachel (747)

Installed 5048234AA : GASKET: CYLINDER HEAD COVER Qty: 1

Installed 68279934AD : PAN: OIL Qty: 1

Installed 68152004PC : OIL: 0W20 Qty: 5

CHECKED VEHICLE AND FOUND OIL LEAKING FROM COVER

GASKETS AND UPPER OIL PAN REMOVED AND REPLACED

VALVE COVER GASKET AND ROAD TESTED

Warranty
Warranty
Warranty
Warranty
Warranty

#4 - MR CS: CUSTOMER STATES

VEHICLE IS LOOSING STEERING PLEASE CHECK ON AT
CERTAIN TIMES MUST BE GOING DOWN HILL

Tech: Judith Hachel (747)

Installed 68250505AB : GEAR: POWER STEERING Qty: 1

Installed 68038485AB : FLUID: POWER STEERING Qty: 2

CHECKED AND ROAD TESTED VEHICLE FOUND VEHICLE AND

ROAD TESTED VEHICLE PULL RIGHT AND LEFT SIDE

CHECK FOUND TSB AND FOUND 08-074-20 ELECTRONIC

STEERING HAS TO BE REPLACED REMOVED AND REPLACED

POWER STEERING RACH AN WHEEL ALIGNMENT INCLUDED

Warranty
Warranty
Warranty

#5 - MR CS: CUSTOMER STATES

VANITY MIRROR ON PASSENGER SIDE POPS OUT WHEN
LOOKING AT IT

Tech: Judith Hachel (747)

Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. The buyer warrants that they have the right to be there along with the necessary means and agree that you are the responsible for loss or damage to vehicle or articles left in the vehicle in spite of fire, theft, or any other cause beyond your control or for any claims caused by use of vehicle or damage to parts supplied by the dealer or transporter. I hereby grant you or your employees permission to operate the vehicle on streets, highways, or elsewhere for the purpose of safety, repair, inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereon.

DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties other than those made by the manufacturer. The seller hereby disclaims all warranties of merchantability or fitness for a particular purpose, and the seller makes no warranty that the products are suitable for any other purpose or use. The seller hereby disclaims all warranties of merchantability or fitness for a particular purpose, and the seller makes no warranty that the products are suitable for any other purpose or use. The seller hereby disclaims all warranties of merchantability or fitness for a particular purpose, and the seller makes no warranty that the products are suitable for any other purpose or use.

LABOR

PARTS

DEDUCTIBLE

SURETY

SHOP SUPPLIES

HAZARDOUS MATERIALS

SALES TAX OR TAX ID.

SPECIAL ORDER DEPOSIT

DISCOUNTS

TOTAL DUE

X

ALL-STATE LEGAL

PLAINTIFF'S
EXHIBIT

E



Island Chrysler Jeep
Dodge Ram
1239 Hyatt Blvd
Staten Island, NY 10305
(718) 687-0889
NYS Dir Lic# 7110712
NYS Dir Lic# 7110701

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m. Mon - Fri
7:30 a.m. to 4:00 p.m. Saturday

01/17/20	
11/24/20	Reprint
19430	19430
MUNIR DEMARD/656	
1C4HJXFN1	
1/29/19	1/29/19
2019	2019
JEOP	JEOP
WRANGLER UNLI	WRANGLER UNLI
RUBICON 4X4	RUBICON 4X4
STING-GRAY	STING-GRAY

NO PROBLEM FOUND		AMOUNT
#6 *	MR KEY: CUSTOMER STATES TO MAKE ADDL KEY ADDED OPERATION Tech: HOUSE TECH(0) Installed 68384454AB :KEY FOB: INTEGRATED KEY FOB 16164.00 Sub Total: Labor: .00 Parts: 164.00 Total: 164.00	164.00
#7 *	MR CS: CUSTOMER STATES ADDED OPERATION DOORS DONT LOCK FROM MASTER SWITCH INSIDED Tech: Judith Hachel(747)	Warranty
#8 *	MR CS: CUSTOMER STATES ADDED OPERATION SVC SHIFTER LIGHT COMES ON AT TIMES Tech: HOUSE TECH(0)	Warranty
#9 *	MR LOF: C/S PERFORM SYNTHETIC OIL CHANGE - \$109.99 ADDED OPERATION Tech: Judith Hachel(747) Installed 4892339AB :FILTER: ENGINE OIL Qty: 1 Installed WASH :WASHER Qty: 1 Installed 68523981AA :OIL: 5W30 Qty: 6 PERFORM OIL CHANGE AND REPLACE OIL FILTER WITH MOPAR FILTER TOP OFF WASHER FLUIDS, RESET OIL CHANGE REMINDER LIGHT, CHECK ALL FLUID LEVELS,CK AND SET TIRE PRESSURE. **THANK YOU FOR ALLOWING US TO SERVICE YOUR VEHICLE**	Warranty Warranty Warranty Warranty
TERMS: STRICTLY CASH UNLESS OTHERWISE NOTED. I hereby authorize the repair work to be done and the necessary material and agree that you are not responsible for loss or damage to vehicle or contents 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 shipment 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 repair charges. DISCLAIMER OF WARRANTY: Any warranty on the products sold hereby are those made by the manufacturer. The dealer hereby expressly disavows all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the dealer hereby agrees not to make any other promise to assume for it any liability in connection with the sale of said products. Any limitation contained herein shall apply where prohibited by law.		
LABOR PARTS DEDUCTIBLE SMILEY SHOP SUPPLIES HAZARDOUS MATERIALS SALES TAX OR TAX LI. SPECIAL ORDER DEPOSIT DISCOUNTS TOTAL DUE		
NO RETURN OR REFUND ON SPECIAL ORDERS X		



Island Chrysler Jeep
Dodge Ram
1239 Hylan Blvd
Staten Island, NY 10305
(718) 667-8989
NYS Dir Lic# 7119712
NYS Dir Lic# 7119701

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m. Mon - Fri
7:30 a.m. to 4:00 p.m. Saturday

11/17/20	[REDACTED]
11/24/20	Reprint
19430	19430
MUNIR DENARD/656	
1C4HJXF	
1/29/19	1/29/19
2019	JEEP
WRANGLER UNLI	RUBICON 4X4
STING-GRAY	

Please Note: BDC APPT CREATED 2020-11-11 12:19:00PM TAKEN BY JE
SSICA BOYCE 8AM

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work mentioned 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 delay 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 manufacturers. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitations contained herein do not apply where prohibited by law.

LABOR	.00
PARTS	164.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX ID.	14.56
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	178.56
PTS & SERV VISA [REDACTED]	178.56



X

BY BUYER'S SIGNATURE, PRINTED NAME, ADDRESS, CITY, STATE, ZIP CODE



Island Chrysler Jeep
Dodge Ram
1239 Hylan Blvd
Staten Island, NY 10305
(718) 667-8989
NYS Dir Lic# 7119712
NYS Dir Lic# 7119701

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m. Mon - Fri
7:30 a.m. to 4:00 p.m. Saturday

12/17/20	
12/24/20	12/18 9:45
5705	
MUNIR DENARD/184	

2019	JEEP	WRANGLER UNLT	ROBICON 4x4	STING-GRAY
99138				

1.	CUSTOMER IS AWARE OF A DIAGNOSTIC FEE OF \$229.95 IF REPAIRS ARE NOT COVERED BY WARRANTY OR DECLINED AT THIS TIME.	DIAG Customer Pay
----	--	----------------------

2.	C/S PERFORM A MULTI POINT INSPECTION MULTI-POINT VEHICLE INSPECTION	MULTI Customer Pay Customer Pay
----	--	---------------------------------------

3.	CUSTOMER STATES steering wheel locks up when driving loses power steering	CS WARR-CHRYSLER
----	---	---------------------

4.	CUSTOMER STATES passenger vanity mirror is broken part ordered	CS WARR-CHRYSLER WARR-CHRYSLER
----	---	--------------------------------------

5.	CUSTOMER STATES TO MAKE ADDL KEY PROGRAMMING FEE \$150 IF ANOTHER KEY PRESENT PROGRAMMING FEE \$420 IF TOWED IN/NO KEYS PRESENT	KEY Customer Pay
----	---	---------------------

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

"I hereby authorize the repair work shown 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 testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs therein."

DISCLAIMER OF WARRANTIES.

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties other 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.

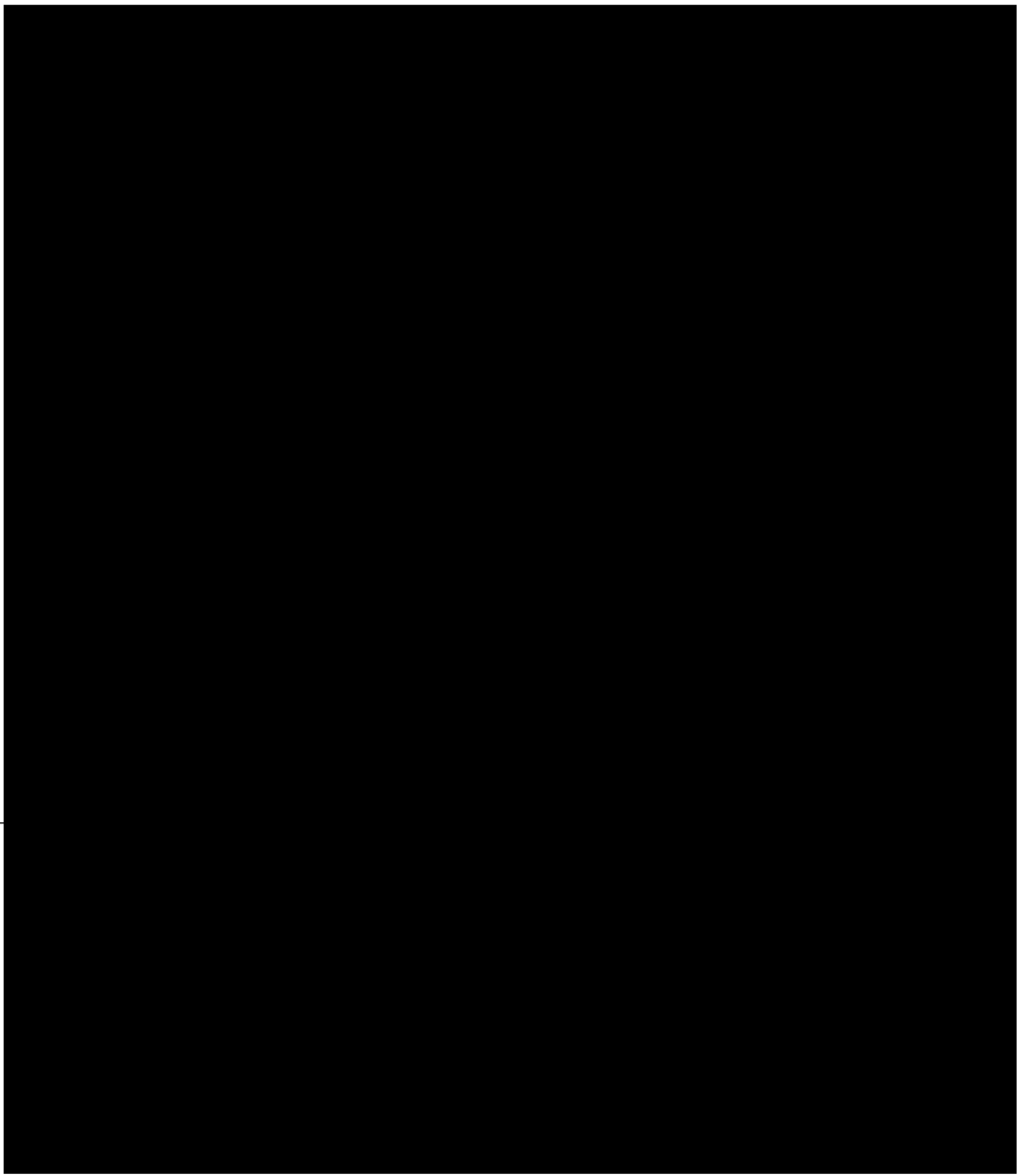
X

FILED: RICHMOND COUNTY CLERK 01/14/2021 04:42 PM

INDEX NO. [REDACTED]

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 01/14/2021

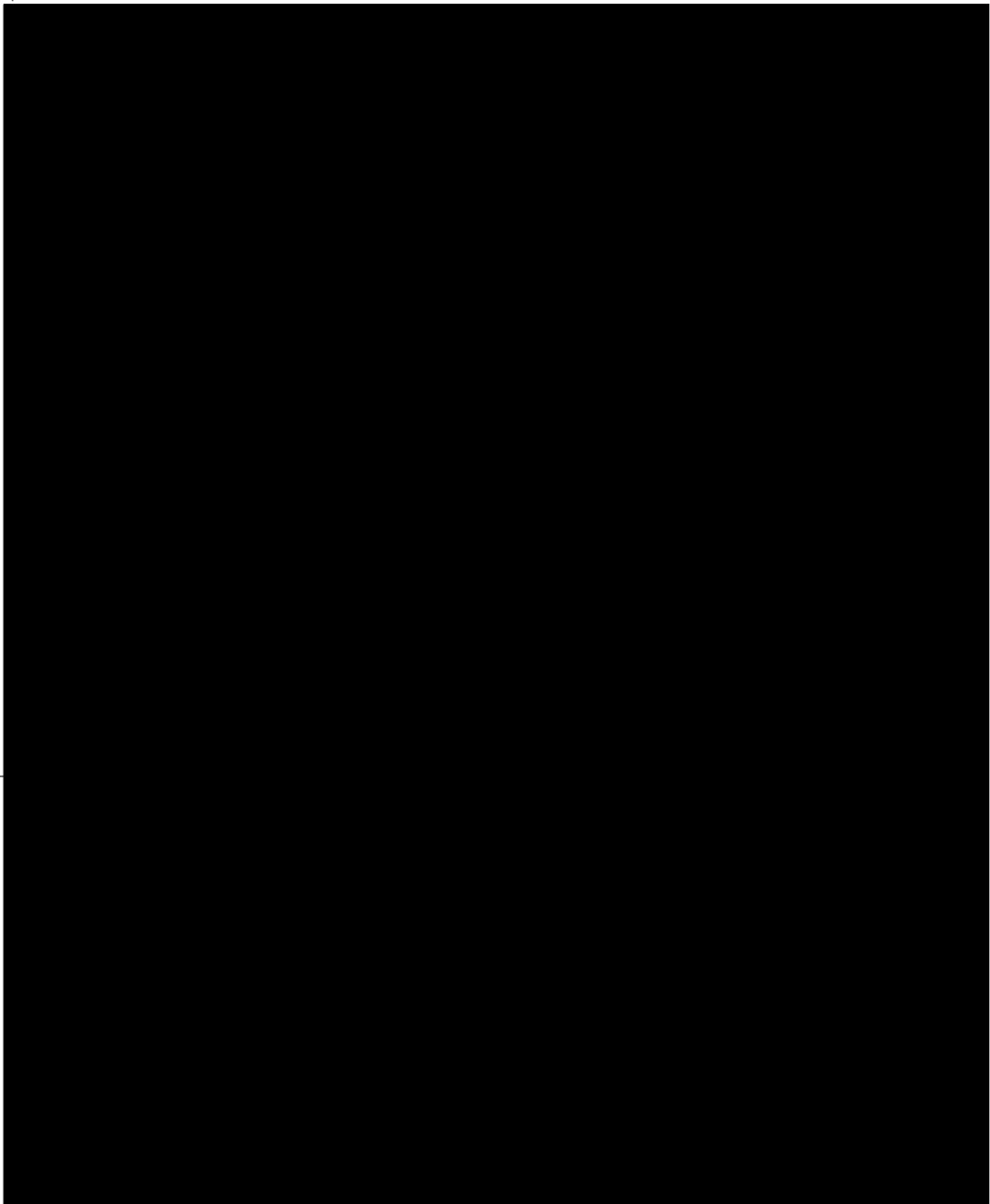


FILED: RICHMOND COUNTY CLERK 01/14/2021 04:42 PM

INDEX NO

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 01/14/2021



**Service of Process
Transmittal**

02/19/2021

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.

DOCUMENT(S) SERVED: Summons, Complaint, Demand, Cover Sheet, Instructions, Declaration, Certificate(s), Notice(s)

COURT/AGENCY: Riverside County - Superior Court - Riverside, CA
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2020 Jeep Wrangler, VIN: 1C4HJXDM0L [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 02/19/2021 at 01:49

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service (Document(s) may contain additional answer dates)

ATTORNEY(S) / SENDER(S): Kimberli C. Zazzi
Lemon Law Pro
1098 Melody LN, Bldg #200
Roseville, CA 95678
(916) 836-8565

ACTION ITEMS: CT has retained the current log, Retain Date: 02/22/2021, Expected Purge Date: 02/27/2021

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

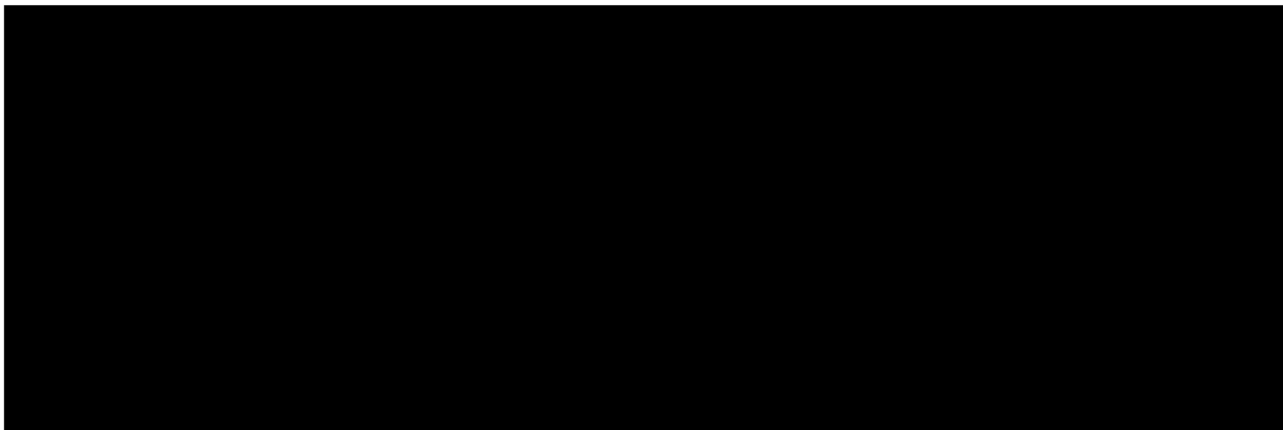
The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The 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, Feb 19, 2021

Server Name: Jimmy Lizama

Entity Served	FCA US LLC
Agent Name	C T CORPORATION SYSTEM ([REDACTED])
Case Number	[REDACTED]
Jurisdiction	CA



SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

FCA US LLC; and DOES 1-10

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**FILED**Superior Court of California
County of Riverside

2/10/2021

D. Brown

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!** 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 Riverside

4050 Main Street

Riverside, CA 92501

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):

Kimberli C. Zazzi at Lemon Law Pro; 1098 Melody LN, Bldg #200, Roseville, CA 95678; (916) 836-8565

CASE NUMBER:
(Número del Caso):

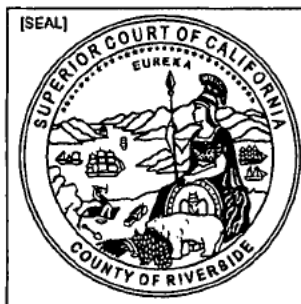
DATE:
(Fecha) 2/10/2021

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): Corporation Code 17061 (Limited Liability Company)

4. ☒ by personal delivery on (date): 2/19/21

Kimberli C. Zazzi (SBN 249638)
Vincent M. Onorio (SBN 117699)
Rene J. Dupart (SBN 289956)
LaDawna Fleckenstein (SBN 330538)
LEMON LAW PRO
1098 Melody Lane, Building 200
Roseville, CA 95678
Telephone: (916) 836-8565
Facsimile: (916) 836-8583

FILED
Superior Court of California
County of Riverside
2/10/2021
D. Brown
Electronically Filed

Attorney for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

[REDACTED]

Plaintiff,

v.

FCA US LLC;
and DOES 1 - 10,

Defendants.

CASE No.: [REDACTED]

**COMPLAINT FOR VIOLATION OF THE
SONG-BEVERLY CONSUMER
WARRANTY ACT**

**Unlimited Civil Jurisdiction -
Damages Exceed \$25,000**

JURY TRIAL DEMANDED

Plaintiff [REDACTED] hereafter "Plaintiff"), by and through his
attorney, hereby alleges the following upon information and belief:

GENERAL ALLEGATIONS

1. Plaintiff is a natural person residing in Ontario, California.
2. Plaintiff is a "buyer" as defined in Civil Code §2981(c) and §1791(b).
3. FCA US LLC (hereafter "Defendant" or "FCA") is and was a corporation and registered to do business in the State of California and doing business in the County of RIVERSIDE.
4. Defendant FCA US LLC is a "manufacturer" and/or "distributor" under the Act.
5. Defendants DOE 1-10 inclusive are sued herein pursuant to California Code of Civil Procedure §474. The true names, capacities and nature and extent of participation in the alleged activities complained of herein by DOES 1-10, inclusive, are currently unknown to

1 Plaintiff. Therefore, Plaintiff sues these defendants by such fictitious names and will amend the
2 Complaint to allege their true names and capacities when ascertained.

3 6. On or about August 16, 2020, Plaintiff purchased a brand new 2020 Jeep
4 Wrangler, VIN: 1C4HJXDM0L [REDACTED] (hereinafter "vehicle") at Browning Dodge Chrysler
5 Jeep located in Norco, California. The subject vehicle is a new motor vehicle that was purchased
6 primarily for personal, family, or household purposes or it is a new motor vehicle with a gross
7 vehicle weight under 10,000 pounds that was purchased or used primarily for business purposes
8 by an entity to which not more than five motor vehicles are registered in this state. The subject
9 vehicle is a "new motor vehicle" under the Song-Beverly Consumer Warranty Act, Civil Code
10 §§1790 *et seq.* (the "Act".)

11 7. Defendant FCA US LLC issued an "express warranty" to Plaintiff pursuant to the
12 Act.

13 8. The sale of the subject vehicle was also accompanied by an implied warranty
14 which represented that the vehicle was merchantable. The sale was also accompanied by
15 Defendant's implied warranty of fitness.

16 9. The subject vehicle has suffered from serious defects and nonconformities to
17 warranty, including, but not limited to, recurrent and/or intermittent shifting issues, shift service
18 warning lights appearing, glitch with the radio screen, the steering wheel being difficult to use
19 and locking up while driving, and oil leaks.

20 10. The aforementioned nonconformities and defects manifested themselves within
21 the applicable express warranty period. Said nonconformities have substantially impaired the
22 vehicle's use, value, or safety to Plaintiff.

23 11. From the time of purchase until the present, the vehicle has suffered ongoing
24 problems including but not limited to the following:

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27 ///

28 ///

Problems	Date	Odo.	Days	RO #
Engine - Repair Attempt – Customer states the vehicle is leaking oil. Found lower oil pan to be leaking oil. Re seal oil pan	11-11-20	4,010	1	 Browning Dodge Chrysler Jeep Ram
Shift Servicing - Repair Attempt – Customer states shift servicing required warning Possibly related to concern on Line #C 1.00 per star case S1919000004, verified grounds G908A G902A are clean and tight, cleared codes and test drove Jeep Infotainment - Repair Attempt – Customer states one time glitch of radio screen not Radio internal 1.00 verified software level, ordered radio Steering - Repair Attempt – Customer states while driving the steering wheel Possibly related to concern Line #A, could not duplicate concern 1.00 refer to Line A, inspected steering components and test drove Jeep	1-16-21 - 1-22-21	6,337	7	 Jeep Chrysler Dodge Ram Fiat of Ontario
Steering - 2nd Repair Attempt – Customer states, power steering/suspension/steering wheel concern. Add O tracking system added on, non factory connectors used, causing electrical interference Installed SOP Radio	1-25-21 - 2-4-21	6,344	11	 Chrysler Dodge Ram Fiat of Ontario
Steering - 3rd Repair Attempt – Customer states power steering locks when driving possibly due to the KARR alarm Customer states steering gets hard at times. Remove alarm and test drove three miles could not get problem to happen at this time.	2-5-21 - 2-8-21	6,369	4	 Browning Dodge Chrysler Jeep Ram

12. Plaintiff has delivered the vehicle to FCA or its authorized repair facility(s) for repairs of said defects and nonconformities. Defendant has been unable and/or refused to conform Plaintiff's vehicle to the applicable express and implied warranties under the Act after a

1 reasonable number of repair attempts; to begin repairs within a reasonable time; and/or to
2 complete repairs within thirty (30) days.

3 13. Defendant breached the implied warranty of merchantability and implied
4 warranty of fitness in that the subject vehicle was not fit for the ordinary purposes for which such
5 goods are used and was not of the same quality as those generally acceptable in trade. Therefore,
6 the Plaintiff is entitled to revoke acceptance of the subject vehicle under the Act.

7 14. Notwithstanding knowledge of Plaintiff's entitlement, Defendant intentionally
8 failed to comply with its obligations under the Act to repurchase the vehicle and make
9 restitution.

10 15. By failure of Defendant to comply with its obligations under the Act to
11 repurchase the vehicle and make restitution, Defendant is in breach of its obligations under the
12 Act.

13 16. Plaintiff is entitled to justifiably revoke acceptance of the aforementioned vehicle
14 under the Act.

15 17. Pursuant to the Act, Plaintiff is entitled to restitution in an amount equal to the
16 actual price paid or payable by Plaintiff and collateral charges such as sales tax, license fees,
17 registration fees, and other official fees less an amount directly attributable to use by Plaintiff
18 prior to the time Plaintiff first delivered the vehicle for repair.

19 18. Plaintiff is entitled to recover incidental, consequential, and general damages
20 actually incurred by Plaintiff resulting from Defendant's failure to comply with its obligations
21 under the Act.

22 19. Plaintiff is entitled to recover a sum equal to the aggregate amount of costs and
23 expenses, including attorney's fees based on actual time expended and reasonably incurred in
24 connection with the commencement and prosecution of this action.

25 20. Plaintiff is entitled to recover, in addition to the amounts recovered, a civil
26 penalty up to two times the amount of actual damages for Defendant's willful refusal to comply
27 with its responsibilities under the Act.

28 ///

1 WHEREFORE, Plaintiff pray for judgment against Defendant as follows:

2 (1) For rescission of the contract and restitution of all consideration;

3 (2) For actual compensation and general damages according to proof at time of trial;

4 (3) For civil penalty up to two times the amount of actual damages;

5 (4) For prejudgment interest from the date of rescission;

6 (5) For actual attorney fees, reasonably incurred;

7 (6) For costs and expenses reasonably incurred with the commencement and
8 prosecution of this action; and

9 (7) For such other and further relief as the Court deems just and proper.

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11 Dated: February 10, 2021

12 LEMON LAW PRO
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JUAN CARLOS GALLEGOS

JURY TRIAL DEMANDED

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

Dated: February 10, 2021



JOAN CARLOS GALLEGO

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Kimberli C. Zazzi (SBN 249638) Lemon Law Pro 1098 Melody Lane, Building 200 Roseville, CA 95678 TELEPHONE NO.: (916) 836-8565 FAX NO.: (916) 836-8583 ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY FILED Superior Court of California County of Riverside 2/10/2021 D. Brown Electronically Filed
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside STREET ADDRESS: 4050 Main Street MAILING ADDRESS: CITY AND ZIP CODE: Riverside, CA 92501 BRANCH NAME: Civil	
CASE NAME: FCA US LLC; and Docs 1-10	
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)	
CASE NUMBER: [REDACTED] JUDGE: DEPT:	

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)
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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): One
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 (Form CM-015)

Date: February 10, 2021

Kimberli C. Zazzi

(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 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

Kimberli C. Zazzi (SBN 249638)
Vincent M. Onorio (SBN 117699)
Rene J. Dupart (SBN 289956)
LaDawna Fleckenstein (SBN 330538)
LEMON LAW PRO
1098 Melody Lane, Building 200
Roseville, CA 95678
Telephone: (916) 836-8565
Facsimile: (916) 836-8583

FILED
Superior Court of California
County of Riverside
2/10/2021
D. Brown
Electronically Filed

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

[REDACTED]

Plaintiff,

v.

FCA US LLC;
and DOES 1 - 10,

Defendants.

CASE No.: [REDACTED]

**DECLARATION OF KIMBERLI C. ZAZZI
FOR FILING OF COMPLAINT**

I, Kimberli C. Zazzi, declare:

1. I am an attorney at law duly admitted to practice before the courts of the State of California and am the attorney of record for Plaintiff [REDACTED]

2. The following declaration is made upon my own true knowledge and belief of the events which have occurred in this matter.

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3. The Complaint filed concurrently herewith is filed in a proper place for the trial thereof, for the reason(s) checked below:

☒ This is the county in which the subject matter of the action, or a substantial portion thereof, occurred;

☐ This is the county in which the person against whom the action is brought resides;

☒ This is the county in which the person against whom the action is brought has its principal place of business or is doing business; and/or

☒ This is the county in which the parties entered into the subject transaction.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in Roseville, California.

Dated: February 10, 2021

LEMON LAW PRO

Attorney for Plaintiff
JUAN CARLOS GALLEGOS

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

☐ **BANNING** 311 E. Ramsey St., Banning, CA 92220
☐ **BLYTHE** 265 N. Broadway, Blythe, CA 92225
☐ **HEMET** 880 N. State St., Hemet, CA 92343
☐ **MORENO VALLEY** 13800 Heacock St., Ste. D201, Moreno Valley, CA 92553

☐ **MURRIETA** 30755-D Auld Rd., Suite 1226, Murrieta, CA 92563
☐ **PALM SPRINGS** 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262
☒ **RIVERSIDE** 4050 Main St., Riverside, CA 92501
☐ **TEMECULA** 41002 County Center Dr., #100, Temecula, CA 92591

RI-030

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address) Kimberli C. Zazzi (SBN 249638) Vincent M. Onorio (SBN 117699) Lemon Law Pro 1098 Melody Lane, Building 200 Roseville, CA 95678 TELEPHONE NO: 916-836-8565 FAX NO. (Optional): 916-836-8583 E-MAIL ADDRESS (Optional): legal@lemonlawpro.com ATTORNEY FOR (Name): Plaintiff, [REDACTED] PLAINTIFF/PETITIONER [REDACTED] DEFENDANT/RESPONDENT: FCA US, LLC; and Does 1-10	FOR COURT USE ONLY FILED Superior Court of California County of Riverside 2/10/2021 D. Brown Electronically Filed CASE NUMBER: [REDACTED]
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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: **[REDACTED]**
- ☐ 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 10, 2021

Kimberli C. Zazzi (SBN 249638) Vincent M. Onorio (
(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)

[REDACTED]

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House
4050 Main Street, Riverside, CA 92501

Case Number:

Case Name: [REDACTED] vs FCA US LLC

Kimberli Charleen Zazzi
1098 MELODY LANE
BUILDING 200
ROSEVILLE, CA 95678

NOTICE OF CASE MANAGEMENT CONFERENCE

The Case Management Conference is scheduled as follows:

Hearing Date	Hearing Time	Department
08/16/2021	8:30 AM	Department 1
Location of Hearing: 4050 Main Street, Riverside, CA 92501		

No later than 15 calendar days before the date set for the case management conference or review, each party must file a case management statement and serve it on all other parties in the case. CRC, Rule 3.725.

The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP Section 170.6 shall be filed in accordance with that section.

	Interpreter services are available upon request. If you need an interpreter, please complete and submit the online Interpreter Request Form (https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf) or contact the clerk's office and verbally request an interpreter. All requests must be made in advance with as much notice as possible, and prior to the hearing date in order to secure an interpreter.
	Assistive listening systems, computer-assisted real time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the Office of the ADA Coordinator by calling (951) 777-3023 or TDD (951) 777-3769 between 8:00 am and 4:30 pm or by emailing ADA@riverside.courts.ca.gov to request an accommodation. A <i>Request for Accommodations by Persons With Disabilities and Order</i> (form MC-410) must be submitted when requesting an accommodation. (Civil Code section 54.8.)

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the Notice of Case Management Conference on this date, by depositing said copy as stated above.

Dated: 02/17/2021

W. SAMUEL HAMRICK JR.,
Court Executive Officer/Clerk of Court

by 

D. Brown, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House
4050 Main Street, Riverside, CA 92501

Case Number: [REDACTED]

Case Name: [REDACTED] vs FCA US LLC

NOTICE OF DEPARTMENT ASSIGNMENT

The above entitled case is assigned to the Honorable Craig Riemer in Department 1 for All Purposes.

Any disqualification pursuant to CCP section 170.6 shall be filed in accordance with that section.

The court follows California Rules of Court, Rule 3.1308(a)(1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law and motion matter are posted on the internet by 3:00 p.m. on the court day immediately before the hearing at <http://riverside.courts.ca.gov/tentativerulings.shtml>. If you do not have internet access, you may obtain the tentative ruling by telephone at (760) 904-5722.

To request oral argument, you must (1) notify the judicial secretary at (760) 904-5722 and (2) inform all other parties, no later than 4:30 p.m. the court day before the hearing. If no request for oral argument is made by 4:30 p.m., the tentative ruling will become the final ruling on the matter effective the date of the hearing.

The filing party shall serve a copy of this notice on all parties.

	Interpreter services are available upon request. If you need an interpreter, please complete and submit the online Interpreter Request Form (https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf) or contact the clerk's office and verbally request an interpreter. All requests must be made in advance with as much notice as possible, and prior to the hearing date in order to secure an interpreter.
	Assistive listening systems, computer-assisted real time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the Office of the ADA Coordinator by calling (951) 777-3023 or TDD (951) 777-3769 between 8:00 am and 4:30 pm or by emailing ADA@riverside.courts.ca.gov to request an accommodation. A <i>Request for Accommodations by Persons With Disabilities and Order</i> (form MC-410) must be submitted when requesting an accommodation. (Civil Code section 54.8.)

Dated: 02/17/2021

W. SAMUEL HAMRICK JR.,
Court Executive Officer/Clerk of Court

by [REDACTED]

D. Brown, Deputy Clerk

LAW OFFICE OF ILONA GORIN

The Lemon Law Attorneys

8465 West Sahara Ave., Suite 111-640
Las Vegas, NV 89117
Phone (702) 660-0999
Fax (877) 575-9666
teri@thelemonlawattorneys.com

January 26, 2021

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

RECEIVED

JAN 29 2021

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

Re:

2018 Jeep Wrangler
VIN 1C4HJXDG7

Dear Sir/Madam:

Please be advised that this office represents the above named individuals regarding claims against FCA US LLC concerning defects with the above listed vehicle. This letter shall serve as notice of [REDACTED] claim. At this time, we have been authorized to attempt to resolve this matter without filing a lawsuit by submitting this claim to you.

Our clients have experienced numerous problems with this vehicle. The limited written warranty provides that FCA US LLC or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my clients' position that FCA US LLC's inability to repair this vehicle is a violation of the Nevada Lemon Law and Magnuson-Moss Warranty Act. As such, our clients respectfully request that FCA US LLC **comply with the above statutes and pay all attorney fees and costs.**

Please be further advised that all communication regarding this matter must be directed to my office. This offer and all its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours

Law Office of Ilona Gorin

Ilona Gorin



New Motor Vehicle Arbitration Board
14 Baldwin Street, Montpelier, VT 05602
802-828-2943 ~ 711 ~ TTY/TDD

DEMAND FOR ARBITRATION

9 V.S.A. §§ 4170-4181

MANUFACTURER NAME & ZONE OFFICE MAILING ADDRESS

FCA US LLC f/k/a Chrysler Group LLC
RoseWaldorf PLLC 501 NewKramer Rd
Albany, New York 12205

DEALERSHIP WHERE VEHICLE WAS PURCHASED OR LEASED

Northpoint Chrysler Dodge Jeep Ram

DEALERSHIP NAME(S) WHERE ENCLOSED REPAIRS OCCURRED

Northpoint Chrysler Dodge Jeep Ram

VEHICLE DESCRIPTION & INFORMATION

YEAR 2019	MAKE JEEP	MODEL WRANGLER	VEHICLE IDENTIFICATION NUMBER 1C4HJXDN3
PURCHASE PRICE (exclude financing/fees) 46332.00	LEASED VEHICLE'S AGREED UPON VALUE AS IDENTIFIED IN CONTRACT 46332.00	PURCHASE/LEASE DATE 06/15/2019	ODOMETER READING AS OF DATE OF PURCHASE OR LEASE 16
ODOMETER READING AT 1 ST REPAIR FOR WARRANTED DEFECT OR AT 1 ST DAY OUT OF SERVICE FOR A 30-DAY CLAIM 11636		TRUCK GROSS VEHICLE WEIGHT RATING (The GVWR is usually on a label inside the driver's door.)	MANUFACTURER'S EXPRESS (WRITTEN) WARRANTY (Any optional extended warranty is not applicable.) 36 / 36,000
FINANCIAL ENTITY, WITH MAILING ADDRESS, WHICH HOLDS THE VEHICLE'S TITLE. IF NO LOAN, ENTER N/A. ALLY FINANCIAL PO BOX 8138 COCKEYSVILLE MD 21030		If loan was refinanced, list name/address of institution. If loan has been "paid in full," enter PIF and submit documentation of interest paid.	

I hereby demand a hearing and a ☒ REFUND OR ☐ REPLACEMENT VEHICLE because the vehicle does not conform to the manufacturer's express warranty. It has the following defect(s) as of the date of filing, OR the vehicle has been out of service 30 days within the express warranty for repair(s) of:

vehicle has electrical/battery defects that affect the ability to drive the vehicle.

4 The defect(s) substantially impairs the vehicle's: ☐ Use ☐ Market Value ☒ Safety.

Filing Method A

- ☒ The dealer has attempted to repair the defect(s) on these dates:
- | | |
|-----------------|------------|
| 1 st | 03/02/2020 |
| 2 nd | 09/03/2020 |
| 3 rd | 12/17/2020 |
- Submit copies of repair orders from manufacturer, its agent or authorized dealer for each claimed defect.

CHOOSE
ONE ONLY



Filing Method B

- ☐ The vehicle has been out of service for repair of warranted defects for 30 or more calendar days.
- Submit copies of repair orders with a chronology of days when the vehicle was at the dealer for a major portion of each day.

OPTIONAL

I request a subpoena for service on person(s) listed at right. Jurisdiction is in Vermont only. I agree to pay reasonable expenses incurred by persons appearing under subpoena, per § 1551 of 32 V.S.A.

1. Name	Daytime Phone Number
Daytime Address	City/Town
2. Name	Daytime Phone Number
Daytime Address	City/Town

I request the manufacturer furnish legible copies of the following documents to me and the Board UPON RECEIPT OF THIS DEMAND:

RECEIVED
RoseWaldorf PLLC

I certify under penalty of perjury that the information provided is true and correct.

the MANUFACTURER's dispute settlement mechanism: In doing so, I hereby elect to proceed with the manufacturer's dispute settlement mechanism. I further certify any payments due on the vehicle

CAS (s)

2/4/21 Date

MAIL TO:

VEHICLE MANUFACTURER, NOT THE DEALER, WITH ENCLOSED

BOARD, MAIL THE SECOND COPY TO THE THIRD COPY FOR YOUR RECORDS.



CONSUMER'S REPAIR SUMMARY FOR A "3-TIMES-OUT" CLAIM *

State of Vermont
New Motor Vehicle Arbitration Board
14 Baldwin Street
Montpelier, Vermont 05602
LemonLaw.vermont.gov

[email] LemonLaw@vermont.gov
[phone] 802-828-2943
[fax] 802-828-5809
[ttd] 711

(Include only those conditions for which a claim is being filed.)

REPAIR DATE	REPAIR ORDER #	ODOMETER READING	CLAIMED CONDITION(S)	DEALER ACTION
03/02/2020		11636	CUSTOMER STATES THE VEHICLE DOES NOT START	TECH CHARGED BATTERY AS IT WAS WEAK CREATING A MODULE MALFUNCTION. TECH VERIFIED ALL MODULES THAT WERE AFFECTED ARE WORKING.
09/03/2020		18389	CUSTOMER STATES THEY HAD A NEW BATTERY PUT IN LAST YEAR BUT NOW EVERY TIME SHE SHUTS OFF THE JEEP IT HAS TO BE JUMP STARTED	TECH TESTED, CHARGED AND RETESTED BATTERY FINDING IT DEFECTIVE. REPLACED BATTERY AND RETESTED. OK FOR SERVICE.
09/03/2020		18389	CUSTOMER STATES AT TIMES WHEN STARTING THE JEEP IT WILL SAY TRANSMISSION NOT IN PARK WHEN IT REALLY IS	TECH PERFORMED DIAGNOSTICS RELATED THE THE AUTOMATIC TRANSMISSION SYSTEM, CHECKED WIRING TO TRANS, INSPECTED CONNECTIONS, RAN THROUGH A CIRCUIT TEST. TESTED NUMEROUS TIMES WITH NO ISSUES.
12/17/2020		21231	CUSTOMER STATES SHE LOST POWER STEERING, ALL OF HER INTERIOR LIGHT WENT OUT AND SHE COULD NOT SHIFT OUT OF PART OR SHUT OFF THE JEEP	TECH CHECKED CODES AND GOT A LOT OF LOW VOLTAGE CODES, TESTED BATTERY AND IT TESTED GOOD. TESTED CHARGING SYSTEM AND IT TESTED GOOD. CLEARED CODES. SERVICE ADVISOR TOOK VEHICLE HOME AND HAD THE SAME ISSUES THE NEXT MORNING. **SEE REPAIR ORDER TO MORE DETAILS

* I certify that the condition(s) filed for was present as of the date of filing the Demand.

2/4/21
DATE

NORTHPOINT CHRYSLER DODGE JEEP RAM

4441 US Route 5 · Newport, VT 05855
PH: (802) 334-6523 · FAX: (802) 334-5049

1

ISOR: 2937 CODY HODGE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
WHITE	19	JEEP WRANGLER UNLIMI	1C4HJXDN3KW		11636/11636	T1062	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
15JUN19 DD			17:00 02MAR20		0.00	CASH	04MAR20
R.O. OPENED		READY	OPTIONS: SC DLR:NONE				
02MAR20		04MAR20	ENG:EC3_2.0L I4 DOHC DI Turbo eTorque Engine				
			TRN:DFT 8-SPD AUTO 850RE TRANS (MAKE)				
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A CUSTOMER STATES THE VEHICLE DOES NOT START. INSPECT AND ADVISE
CAUSE: BATTERY WEAK

08 VEHICLE PASSED BATTERY TEST FOUND BATTERY WAS
VERY WEAK AND NOW CHARGED TO SPECS WHICH
CREATED OTHER CONCERNS ALL ROOTED FROM WEAK
BATTERY

7688 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
Tech charged battery as it was weak creating a module malfunction
which created multiple messages to occur on dash. Tech verified all
modules that were effected are working as designed and up to the latest
software level. Load tested and charged battery, battery did not fail
warranty specifications. Battery took and needed charge. Vehicle
operates as designed.

B CUSTOMER STATES THE CHECK ENGINE LIGHT IS ON INSPECT AND ADVISE
CAUSE: PERFORMED DIAGNOSTICS RELATED TO EMISSIONS CONTROL SYSTEM.

NWD RELATED TO LINE A

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

C CUSTOMER STATES THE ABS AND STABILITRACK LIGHT IS ON INSPECT AND
ADVISE

CAUSE: PERFORMED DIAGNOSTICS RELATED TO EMISSIONS CONTROL SYSTEM.
NWD RELATED TO LINE A

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

D CUSTOMER STATES A SHIFT TO PARK MESSAGE COMES ON INSPECT AND ADVISE
CAUSE: CUSTOMER STATES THERE IS AN ELECTRICAL PROBLEM PLEASE DIAGNOSE

NWD RELATED TO LINE A

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

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either 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; therefore, with respect to the seller, the products is sold "As Is" and the entire risk as to quality and performance of the product is with the buyer and/or manufacturer, and if the product proves defective after purchase, the buyer and/or manufacturer, not the seller, shall assume the entire cost of the necessary servicing or repair.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
SHOP SERVICE FEE	
TOTAL CHARGES	
DISC./COUPONS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

NORTHPOINT CHRYSLER DODGE JEEP RAM

4441 US Route 5 · Newport, VT 05855
PH: (802) 334-6523 · FAX: (802) 334-5049

1

ISOR: 2937 CODY HODGE

COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN / OUT		TAG
WHITE	19	JEEP WRANGLER UNLIMI		1C4HJXDN3		11636/11636		T1062
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		PURCH.	RATE	PAYMENT	INV. DATE
15JUN19 DD			17:00 02MAR20			0.00	CASH	04MAR20
R.O. OPENED		READY		OPTIONS: SOLD-STATUS		PLR:NONE		
02MAR20		04MAR20		ENG:EC3 2.0L I4 DOHC DI Turbo eTorque Engine				
				TRN:DFT 8-SPD AUTO 850RE TRANS (MAKE)				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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E COMPLETE 27 POINT SAFETY AND MAINTENANCE INSPECTIONS AND
RECOMMENDATIONS AND PROVIDE CUSTOMER WITH A DETAILED QUOTE FOR
NEEDED REPAIRS

CAUSE: COMPLETED 27 POINT INSPECTION
27 COMPLETE 27 POINT SAFETY AND MAINTENANCE
INSPECTIONS AND RECOMMENDATIONS AND PROVIDE
CUSTOMER WITH A DETAILED QUOTE FOR NEEDED
REPAIRS

PARTS: 99 ISP (N/C)
0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

WE THANK YOU FOR CHOOSING NORTHPOINT CDJR
FOR ALL YOUR SERVICE NEEDS



DISCLAIMER OF WARRANTIES

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DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
SHOP SERVICE FEE	0.00
TOTAL CHARGES	0.00
DISC./COUPONS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

ORTHPOINT CHRYSLER DODGE JEEP RAM

4441 US Route 5 · Newport, VT 05855
PH: (802) 334-6523 · FAX: (802) 334-5049

E*

E 2

L

VISOR: 3226 SHAYNE N BERUBE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
WHITE	19	JEEP WRANGLER UNLIMI	1C4HJXDN3		18389/18389	T1521	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	POWER	RATE	PAYMENT	INV. DATE
15JUN19 DD			17:00 03SEP20		0.00	CASH	14SEP20
R.O. OPENED		READY		OPTIONS: SOLD-STK			DLR:NONE
03SEP20		14SEP20		ENG:EC3 2.0L I4 DOHC DI Turbo eTorque Engine			
TRN:DFT 8-SPD AUTO 850RE TRANS (MAKE)							

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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A Battery Concern [Customer States CUSTOMER STATES THEY HAD A NEW BATTERY PUT IN LAST YEAR BUT NOW EVERY TIME SHE SHUTS OFF THE JEEP FOR THE NIGHT IT HAS TO BE JUMP STARTED TO GET IT GOING AGAIN]

08 TECH TESTED, CHARGED AND RETESTED BATTERY FINDING IT DEFECTIVE, REPLACED BATTERY AND RETESTED, OK FOR SERVICE

744 WP

1 BBH6F001AA BATTERY-STORAGE

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

B CUSTOMER STATES AT TIMES WHEN STARTING THE JEEP ITLL SAY TRANSMISSION NOT IN PARK WHEN IT REALLY IS

CAUSE: PERFORMED DIAGNOSTICS RELATED TO THE AUTOMATIC TRANSMISSION SYSTEM.

08 TECH USED DTC'S TO DIAG NO START, CHECKED WIRING TO TRANS, INSPECTED CONNECTIONS AT TIPM & AT TRANS, RAN THROUGH A CIRCUIT TEST FOR P1DB1

744 WP

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

CIRCUIT TEST FOR P1DB1. ALL TESTS PASS AT THIS TIME. ISSUE MAY HAVE BEEN DUE TO LOW VOLTAGE AT THE TCM DUE TO THE DEFECTIVE BATTERY, ROAD TESTED VEHICLE STARTING AND STOPPING NUMEROUS TIMES WITH NO ISSUES

C CUSTOMER REQUESTS RENTAL, SHUTTLE OR ROAD SIDE ASSISTANCE

CAUSE: PROVIDED RENTAL, SHUTTLE OR ROAD SIDE ASSISTANCE

31 CUSTOMER REQUESTS RENTAL, SHUTTLE OR ROAD SIDE ASSISTANCE

99 WP

SUBL RENTAL (N/C)

WP

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

DISCLAIMER OF WARRANTIES

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
SHOP SERVICE FEE	
TOTAL CHARGES	
DISC./COUPONS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

NORTHPOINT CHRYSLER DODGE JEEP RAM

4441 US Route 5 · Newport, VT 05855
PH: (802) 334-6523 · FAX: (802) 334-5049

2
*
ISOR: 3226 SHAYNE N BERUBE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
WHITE	19	JEEP WRANGLER UNLIMI	1C4HJXDN3		18389/18389	T1521	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PONO.	RATE	PAYMENT	INV. DATE
15JUN19 DD			17:00 03SEP20		0.00	CASH	14SEP20
R.O. OPENED		READY	OPTIONS: \$				LR:NONE
03SEP20		14SEP20	ENG:EC3_2.0L I4 DOHC DI Turbo eTorque Engine				
			TRN:DFT_8-SPD AUTO 850RE TRANS (MAKE)				
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

WE THANK YOU FOR CHOOSING NORTHPOINT CDJR
FOR ALL YOUR SERVICE NEEDS



DISCLAIMER OF WARRANTIES

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DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
SHOP SERVICE FEE	0.00
TOTAL CHARGES	0.00
DISC./COUPONS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

NORTHPOINT CHRYSLER DODGE JEEP RAM

4441 US Route 5 · Newport, VT 05855
PH: (802) 334-8523 · FAX: (802) 334-5049

SOR: 3226 SHAYNE N BERUBE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
WHITE	19	JEEP WRANGLER UNLIMI	1C4HJXDN		21231/21231	T1501	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PONO.	RATE	PAYMENT	INV. DATE
15JUN19 DD			17:00 17DEC20		0.00	CASH	30DEC20
R.O. OPENED		READY		OPTIONS: SOLD-ST R:NONE			
17DEC20		30DEC20		ENG:EC3_2.0L_I4_DOHC_DI_Turbo_eTorque_Engine			
				TRN:DFT_8-SPD_AUTO_850RE_TRANS_(MAKE)			

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

A CUSTOMER STATES SHE LOST POWER STEERING, ALL OF HER INTERIOR LIGHTS
WENT OUT AND SHE COULD COT SHIFT OUT OF PARK OR SHUT OFF THE
JEEP WHEN IT HAPPENS.

CAUSE: CUSTOMER STATES THERE IS AN ELECTRICAL PROBLEM PLEASE DIAGNOSE
08 SEE NOTES BELOW

744 WP

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

TECH NOTES - CAR STARTED WHEN I GOT IN IT, BROUGHT T IN SHOP AND
CHECKED CODES AND GOT A LOT OF LOW VOLTAGE CODES THAT WERE ALL STORED,
TECH TESTED BATTERY AND IT TESTED GOOD. TESTED CHARGING SYSTEM AND IT
TESTED GOOD AS WELL. CLEARED CODES TO SEE IF THEY WOULD RETURN. AFTER
GETTING CUSTOMER PERMISSION A SERVICE WRITER DROVE THE VEHICLE HOME FOR
THE EVENING. THE FOLLOWING MORNING WHEN SHE STARTED THE JEEP THE
VEHICLE SHUT OFF ON ITS OWN IN HER DRIVEWAY AND THE DASH AND RADIO
BEGAN BLINKING AND THE WIPERS STARTED GOING ON THEIR OWN AND THE JEEP
WOULD NOT START OR SHUT OFF WHAT IT WAS DOING. THE WRITER UNHOOKED THE
BATTERY AND LET IT SIT FOR 5 MINUTES AND HOOKED IT BACK UP AND THE
VEHICLE STARTED AND DROVE FINE. TECH BEGAN A STAR CASE AND TOLD THEM
EVERYTHING. STAR SAID TO REPLACE THE BATTERY AGAIN AND SEND THEM A
NUMBER. STAR THAN SWITCHED IT OVER TO THE HYBRID GROUP AND THEY WANTED
THE TECH TO CLEAN MULTIPLE GROUNDS AND SEND THEM THE PICTURES BEFORE
AND AFTER. TECH DID THAT AND CLEANED THE 6903B GROUND THAT IS HOOKED TO
THE RIGHT SIDE LOWER ON THE ENGINE AND THE PART OF THE BLOCK IT
ATTACHES TO ALONG WITH THE WIRE AND THE BOLT FOR IT, TECH CLEANED THE
GROUND BEHIND THE RF TIRE, CLEANED THE GROUND UNDER THE HOOD RIGHT
BEHIND THE BATTERY AND THAN SENT STAR ALL THE PICTURES. TECH REMOTE
STARTED THE JEEP THE FOLLOWING MORNING AND TEST DROVE AGAIN STATING IT
DROVE AS IT SHOULD AT THIS TIME AND IF CONCERN CONTINUES WE WILL REOPEN
THE STAR CASE AT THIS TIME.

WE THANK YOU FOR CHOOSING NORTHPOINT CDJR
FOR ALL YOUR SERVICE NEEDS

DISCLAIMER OF WARRANTIES

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DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
SHOP SERVICE FEE	0.00
TOTAL CHARGES	0.00
DISC./COUPONS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00



Important Notice about Personal Property Tax

My lease agreement states that I will pay all taxes on the lease, payments due under the lease, or the leased vehicle that a government levies on me, the leased vehicle or the lessor (except the lessor's net income taxes). Below, I have selected the method for billing and payment of PPT that I want Ally to apply to my lease.

☒ **Monthly Payments** – I authorize Ally to include an estimated amount of the PPT Ally believes will be owed in my monthly lease payments, and I agree to pay the estimated amounts with my monthly lease payments. If my lease is a single payment lease, I authorize Ally to include an estimated amount of the PPT Ally believes will be owed in the amount due at lease signing or delivery, and I agree to pay the estimated amount at lease signing or delivery.

When my lease ends, I understand that Ally may not have a final bill from the taxing jurisdiction. At the end of my lease, Ally will compare the total PPT amount Ally believes is owed (which may include estimates of remaining PPT owed) to the amount for PPT Ally actually collected through my monthly lease payments (or at lease inception, in the case of a single payment lease).

If the amount for PPT Ally collected exceeds the total PPT amount Ally believes is owed, Ally will refund the excess amount to me, less any amounts I owe Ally. If the amount for PPT Ally collected is less than the total PPT amount Ally believes is owed, I agree to pay the shortfall immediately upon receipt of a bill from Ally.

After Ally receives a final bill from the taxing jurisdiction, Ally will compare the actual total amount of PPT owed to the amount previously collected from me. If the amount previously collected from me exceeds the actual total amount of PPT owed, Ally will refund the excess to me, less any amounts I owe Ally.

☐ **Annual Payments** – I authorize Ally to bill me annually for PPT owed, and I agree to pay any PPT bills from Ally immediately upon receipt.

When my lease ends, I understand that Ally may not have a final bill from the taxing jurisdiction. At the end of my lease, Ally will send me a bill for any estimated, remaining amount of PPT owed, and I agree to pay any such bill for any estimated, remaining PPT immediately upon receipt.

After Ally receives a final bill from the taxing jurisdiction(s) for the actual remaining amount of PPT owed, Ally will compare the actual, remaining amount of PPT owed to the estimated, remaining amount of PPT I paid at lease end. If the estimated, remaining amount of PPT I paid exceeds the actual, remaining amount of PPT owed, Ally will refund the excess to me, less any amounts I owe Ally.

I have received and read a copy of this notice and I agree to all of its terms and I agree to pay Ally for PPT on the leased vehicle in accordance with my selection above. I further understand and agree that I will remain liable for the final bill from the taxing jurisdiction, even if my lease ends before Ally receives the final bill.

Less	[Redacted]	Year	2019
Co-L	[Redacted]	Make	Jeep
	[Redacted]	Model	Wrangler
	[Redacted]	VIN	K4H5X0 [Redacted]

Lessee Signature _____ Date 6/15/19

Co-Lessee Signature _____ Date _____
(if applicable)

Lessor

Garaging address (if different)

Principal driver (if business use)

NORTHPOINT CHRYSLER DODGE J
EEP RAM
4441 US ROUTE 5
NEWPORT, VT
05855

This is an agreement to lease a vehicle. This is not a purchase agreement. You are not buying the vehicle. By signing this lease, you agree to everything on the front and back.

"We," "us," and "our" refer to Lessor named above and any assignee. An "assignee" is a person to whom this lease is assigned (if it is assigned).

☒ If this box is checked, Lessor will assign this lease and sell the vehicle to ALLY BANK LEASE TRUST (Assignee).

☐ If this box is checked, Lessor intends not to assign this lease.

Monthly Payment Lease. If your payment schedule shows monthly scheduled payments (Section 2(a)), your lease is a monthly payment lease.

Single Payment Lease. If your payment schedule shows a single scheduled payment (Section 2(b)), your lease is a single payment lease.

The Vehicle You Are Leasing

New/Used	Year	Make & Model	Body Style	Mileage	Primary Use: Personal, unless otherwise indicated below
NEW	2019	JEEP WRANGLER UUT	LC4HJX	16	☐ Commercial, Business, or Agricultural
Dealer Installed Options					☐ Public Conveyance
GVW (if truck)					

Federal Consumer Leasing Act Disclosures

1. Amount Due at Lease Signing or Delivery (Itemized Below)* \$ <u>1216.59</u>	2(a). Monthly Scheduled Payments Your first monthly payment of \$ <u>616.59</u> is due on <u>15 JUN 2019</u> , followed by <u>59</u> payments of \$ <u>616.59</u> due on the <u>15th</u> of each month. The total of your monthly payments is \$ <u>36995.40</u> 2(b). Single Scheduled Payment Your single payment of \$ <u>N/A</u> is due on <u>N/A</u> . This is the total of your scheduled payments.	3. Other Charges (not part of your scheduled payment) Disposition fee (if you do not purchase the vehicle and we do not waive the fee under Section 13) \$ <u>N/A</u> 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>37595.40</u>
---	--	---	---

* Itemization of Amount Due at Lease Signing or Delivery

5. Amount Due at Lease Signing or Delivery:

a. Capitalized cost reduction	\$ <u>600.00</u>
b. First monthly payment	\$ <u>616.59</u>
c. Single scheduled payment	\$ <u>N/A</u>
d. Refundable security deposit	\$ <u>N/A</u>
e. Title fees	\$ <u>N/A</u>
f. Registration fees	\$ <u>N/A</u>
g. Sales/use tax	\$ <u>N/A</u>
N/A	\$ <u>N/A</u>
N/A	\$ <u>N/A</u>
N/A	\$ <u>N/A</u>
k. Total	\$ <u>1216.59</u>

6. How the Amount Due at Lease Signing or Delivery will be paid:

a. Net trade-in allowance	\$ <u>N/A</u>
b. Rebates and noncash credits	\$ <u>400.00</u>
c. Amount to be paid in cash	\$ <u>816.59</u>
d. Total	\$ <u>1216.59</u>

7. Your scheduled payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the vehicle (\$ <u>46332.00</u>) and any items you pay for over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance)	\$ <u>47328.53</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>600.00</u>
c. Adjusted capitalized cost. The amount used in calculating your base scheduled payment	= \$ <u>46728.53</u>
d. Residual value. The value of the vehicle at the end of the lease used in calculating your base scheduled payment	- \$ <u>29905.20</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>16823.33</u>
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts	+ \$ <u>17995.87</u>
g. Total of base scheduled payment(s). The depreciation and any amortized amounts plus the rent charge	= \$ <u>34819.20</u>
h. Lease payments. The number of payments in your lease	+ <u>60</u>
i. Base scheduled payment	= \$ <u>580.32</u>
j. Sales/use tax (estimated)	+ \$ <u>36.27</u>
N/A	+ \$ <u>N/A</u>
k. Total scheduled payment	= \$ <u>616.59</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 10,000 miles per year at the rate of \$ 0.30 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 \$ 29905.20 plus official fees and taxes.
10. **Other Important Terms.** See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, and insurance.

11. Itemization of Gross Capitalized Cost.

a. Agreed upon value of the vehicle	\$	46332.00
b. Ally administrative fee	+	\$ N/A
c. License/registration/title fees	+	\$ N/A
d. Sales tax	+	\$ N/A
e. Other tax (describe) <u>N/A</u>	+	\$ 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. <u>N/A</u>	+	\$ N/A
k. <u>DOC FF \$399.00</u>	+	\$ 996.53
<u>NEGTRADE I. \$592.53</u>		
Gross Capitalized Cost	=	\$ 47328.53

12. Official Fees and Taxes. You will pay all government license, title, registration, testing, and inspection fees for the vehicle. You will pay all taxes on the lease, payments due under the lease, or, the vehicle that the government levies on you, the vehicle, or us (except our net income taxes). We may change your monthly payment if taxes change. We may bill you separately for official fees and taxes.

Estimated Total Official Fees and Taxes You Must Pay During Lease. \$ 2176.20

The actual total of official fees and taxes may be higher or lower depending on tax rates in effect or the vehicle value when a fee or tax is assessed.

13. Disposition Fee Waiver. We will waive any Disposition Fee shown in Section 3 if, at the time this lease ends, you enter into a motor vehicle lease or installment sale contract that the dealer assigns to Ally.

14. Lease Term: 60 months.

15. Total Allowed Mileage. The total mileage allowed on the odometer at lease end is 50,016 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.**

16. Required Vehicle Insurance Information. You affirm that liability and physical damage policies that meet our requirements (see the other side) are in force on the date of this lease as follows:

Insurance company name: _____

Insurance agency name: _____

Agency address: _____

Agency phone no.: 800-841-3000

Agent's name: GETCO

Policy no.: 4423541160

Deductibles: Collision \$ N/A Comprehensive \$ N/A

17. WARRANTY AND EXCLUSION OF WARRANTY. You have the benefit of the standard manufacturer's warranty unless this box is checked. ☐

☐ If this box is checked, you have the benefit of the following warranty:

N/A

Warranty papers that are separate from this lease state any coverage limits. The law gives you a warranty that the vehicle conforms to the description in this lease. **THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE.**

The following exclusion and limitation of implied warranties does not apply if: (1) you signed this lease in Massachusetts and you are an individual leasing for personal, family, or household use; (2) you signed this lease in Vermont and the vehicle is new; or (3) you signed this lease in West Virginia and you are an individual leasing for a personal, family, household, or agricultural purpose: **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.

18. Optional Insurance, Service Contracts, and Maintenance Agreements. We do not require any of the insurance, products, or services listed in this section. Your decision to buy them or not buy them is not a factor in our decision to approve this lease. We will try to get any optional insurance coverage(s) that you initial below. A notice you receive when you sign this lease describes the coverage(s) in greater detail. Life insurance and disability insurance may not cover taxes and other amounts due besides the base monthly payment.

Optional Insurance	Coverage	Charge or Premium	Provider	By initialing below, you indicate you want the insurance
Life Insurance (Monthly Payment Lease Only)	____ Lessee ____ Co-Lessee Coverage is for lease term <u>N/A</u> Coverage limit \$ <u>N/A</u>	\$ <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 <u>N/A</u> Monthly Coverage limit \$ <u>N/A</u>	\$ <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> <u>N/A</u>	Lessee/Co-Lessee initials <u>N/A</u> / <u>N/A</u>

Other Optional Product or Service	Term
<u>N/A</u>	<u>N/A</u> Months, <u>N/A</u> Miles
<u>N/A</u>	<u>N/A</u> Months, <u>N/A</u> Miles

Signatures

THIS IS THE ENTIRE AGREEMENT. This lease, including the front and back of this form, contains the entire agreement between you and us.

Extra Miles. The total allowed mileage includes 0 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.**

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.

18. Optional Insurance, Service Contracts, and Maintenance Agreements. We do not require any of the insurance, products, or services listed in this section. Your decision to buy them or not buy them is not a factor in our decision to approve this lease. We will try to get any optional insurance coverage(s) that you initial below. A notice you receive when you sign this lease describes the coverage(s) in greater detail. Life insurance and disability insurance may not cover taxes and other amounts due besides the base monthly payment.

Optional Insurance	Coverage	Charge or Premium	Provider	By initialing below, you indicate you want the insurance
Life Insurance (Monthly Payment Lease Only)	____ Lessee ____ Co-Lessee Coverage is for lease term <u>N/A</u> 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 <u>N/A</u> 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 Product or Service	Term
<u>N/A</u>	<u>N/A</u> Months, <u>N/A</u> Miles
<u>N/A</u>	<u>N/A</u> Months, <u>N/A</u> Miles

This applies if you signed this lease in Oregon: Consumer Paper

Authorization For Automatic Electronic Payments - Optional - Monthly Payment Lease Only

You have the option to ask that your monthly payments be transferred to us automatically and electronically from your checking or savings account when each monthly payment is due. We do not charge for this optional service. If you elect this optional service, we will send you a confirmation letter that will tell you the due date of the first payment that will be withdrawn. If a due date falls on a weekend or holiday, funds will be withdrawn on the next business day. If the amount to be transferred will vary from the previous transfer, we will reflect the amount to be transferred on your statement.

To elect this optional service, please complete the authorization below.

Authorization

Name of your financial institution ("Bank"): N/A

ABA routing number: N/A

Bank account number: N/A

☐ Checking account ☐ Savings account - Please contact your financial institution for assistance

Name(s) on account: N/A

You authorize and request us (lessor, any assignee, and any servicer) to initiate electronic debit entries or use any other commercially reasonable accepted practice to charge your Bank account identified above. You authorize and request Bank to honor debit entries we initiate and debit these charges to your account. This authorization relates to your monthly lease payment. This authorization will remain in effect until all amounts related to the lease are paid in full, or until you cancel this authorization. To cancel, you must call us at 1-888-925-2559 at least three business days before the next payment due date. This is the only way you may cancel this authorization.

Lessee: X

Anyone else whose signature is required to withdraw funds from the Bank account: X

Coverages Report

Dealer: 45490 - NORTHPOINT CHRYSLER, DODGE, JEEP, RAM

Date: February 4, 2021 Time: 08:44:07

VIN: 1C4HJXDN3K

Dealer Entered Name:

Dealer Entered Odometer: 22,000 miles

STRICTLY CONFIDENTIAL: This information is provided to DEALER, in accordance with Section 4 of DEALER's Software License, Data Exchange and Electronic Commerce Agreement with FCA US LLC. All information provided is based on entries provided by DEALER.

Recall Information				
Incomplete Recall - No Incomplete Recall Information Available				
Complete Recall				
Recall Number	Description	Launch Date	Repair Date	
V41	2018 - 2019 JL STEERING DAMPER	June 6, 2019	June 17, 2019	
V88	2018-20 JL REAR QUARTER WINDOWS	March 31, 2020	April 30, 2020	

Warranty Information				
REFER TO SPECIFIC LOPS FOR ADDITIONAL COVERAGE AND LIMITS				
PLEASE CONTACT CROSS COUNTRY MOTOR CLUB FOR TOWING ASSISTANCE 800-521-2779.				
Type of Warranty	Original	Deductible	Expiration	Remaining
BASIC WARRANTY	36 Months or 36,000 miles	0	June 15, 2022	16 Months or 14,000 miles
POWERTRAIN WARRANTY	60 Months or 60,000 miles	0	June 15, 2024	40 Months or 38,000 miles
CORROSION WARRANTY	60 Months or Unlimited miles	0	June 15, 2024	40 Months or Unlimited miles
FEDERAL EMISSIONS WARRANTY	36 Months or 50,000 miles	0	June 15, 2022	16 Months or 28,000 miles
ADJUSTMENT WARRANTY	36 Months or 36,000 miles	0	June 15, 2022	16 Months or 14,000 miles
MAJOR EMISSION COMP WARRANTY	96 Months or 80,000 miles	0	June 15, 2027	75 Months or 58,000 miles
CARB HIGH COST EMISSION PART	84 Months or 70,000 miles	0	June 15, 2026	64 Months or 48,000 miles

WCC	Roadside Assistance	Towing Assistance	Master Shield	Transferable-Powertrain Warranty
560	Yes	Yes	N/A	Yes

Service Contract Information	
Service Contract(1 of 1)	
THIS OPTION COVERS OIL AND FILTER CHANGES ONLY, ADDITIONAL MAINTENANCE SERVICES ARE NOT COVERED	
THIS SERVICE CONTRACT OPTION IS NOT TRANSFERABLE.	
MVP REPAIRS EXCEEDING 1000 DOLLARS REQUIRE PRE AUTH. CALL 800-782-2668	
Contract Number:	Name:
	Secondary Name:
Option Code:	Description: JEEP WAVE OWNER LOYALTY PROGRAM
Effective Date/Odometer:	Option Sale Date:
June 15, 2019 @ 40 miles	June 15, 2019
Expiration Date/Odometer:	Option Sale State:
June 15, 2021 @ 999,999 miles	MI
Contract Selling Dealer: S0137 - JEEP WAVE-AUTO ENROLL	
Maximum Rental Amount per Day:	First Day Rental:
35.00	Yes
Maximum Rental Allowance per Visit:	Deductible:
35.00	0.00

Coverages Report

Dealer: 45490 - NORTHPOINT CHRYSLER, DODGE, JEEP, RAM

Date: February 4, 2021 Time: 08:44:07

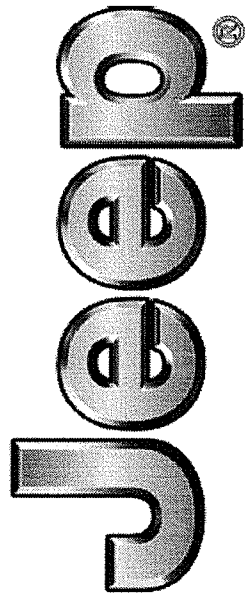
VIN: 1C4HJXDN3

Dealer Entered Name:

Dealer Entered Odometer: 22,000 miles

STRICTLY CONFIDENTIAL: This information is provided to DEALER, in accordance with Section 4 of DEALER's Software License, Data Exchange and Electronic Commerce Agreement with FCA US LLC. All information provided is based on entries provided by DEALER.

Maximum Oil Change Allowance:	65.00	Towing Allowance:	0.00
Remaining Oil Changes:	3	Roadside Assistance:	No
Maximum Tire Rotation Allowance::	10.00	Road Hazard:	No
Remaining Tire Rotations:	3	Trip Interruption:	Yes
Reduce Warranty Deductible:	No		
Transfer Fee:	0.00	Cancellation Fee:	0.00
Transferred:	No	Status:	01 ACTIVE
LOP Coverage			
No LOP Coverage Available			
Part To LOP Cross Reference (PLX)			
No PLX Available			



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.											

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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.

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.

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.

WHAT'S COVERED UNDER FCA US LLC'S WARRANTIES

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.

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

EMISSION WARRANTIES REQUIRED BY LAW

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

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.

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

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.)

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.

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.

HOW TO DEAL WITH WARRANTY PROBLEMS

- 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.

- 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.

7.2 Helpful Addresses and Telephone Numbers

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

- **In the United States:**

FCA US Customer Assistance Center

P.O. Box 21-8004

Auburn Hills, Michigan 48321-8004

Phone Number: 877-426-5337

To contact FCA US by email,
simply access the following website:

www.jeep.com

(click on the "Contact Us" button)

- **In Canada:**

FCA Canada Inc.

Customer Service

Chrysler Centre

P.O. Box 1621

Windsor, Ontario N9A-4H6

Phone Number (English): 800-465-2001

Phone Number (French): 800-387-9983

- **In Mexico:**

Customer Relations Office

Prolongación Paseo de la Reforma 1240

Santa Fe, Cuajimalpa CP 05348

Ciudad de México

Phone Number (in Mexico): 800-505-1300

Phone Number (outside Mexico): +(52) 55 50817568

- **In Puerto Rico and U.S. Virgin Islands:**

Customer Service

FCA Caribbean LLC

Box 191857

San Juan, Puerto Rico 00919-1857

Phone Number: 877-426-5337

Fax Number: (787) 782-3345

8. Optional Service Contract

Mopar Vehicle Protection plans offer valuable protection against repair costs when these warranties no longer apply. They complement but don't replace the warranty coverages outlined in this booklet. A variety of plans are available, covering various time-and-mileage periods and various groups of the vehicle's mechanical components.

Mopar Vehicle Protection plans are the **ONLY** vehicle extended protection plans authorized, endorsed and backed by FCA US LLC to provide additional protection beyond your vehicle's warranty. Look for our Brand logo and ask an authorized dealer for details.



9. Maintenance

9.1 General Information

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

For your convenience, FCA US has prepared a Maintenance Schedule with routine service intervals which is included in your Owner's Manual. Its essential to follow these required maintenance intervals for safe trouble-free operation.

9.2 Where To Go For Maintenance

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

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



NOTES



NOTES





[illegible]

City and State Zip Code

[illegible]

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

(continued)

City _____ State _____

TABLE 1

Second Owner's Name

[illegible]

City and State Zip Code

1000

Date of Second Purchase	Mileage at Purchase
-------------------------	---------------------

[illegible]

Patient Name: _____

[illegible]

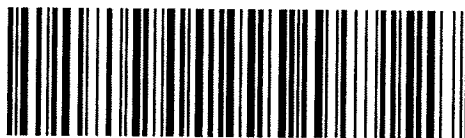
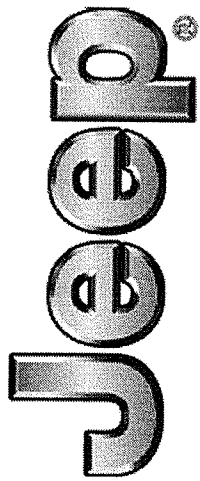
City and State Zip Code

Table 1

Date of Third Purchase Mileage at Purchase

Figure 1

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



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Second Edition
Printed in the U.S.A.

CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate

RMV Division

PLATE TYPE PAN	REGISTRATION TYPE PASSENGER	EFFECTIVE DATE 06/21/19	EXPIRES LAST DAY OF 05 21	MONTH 05	YEAR 21											
MFPS MODEL YEAR 2019	MAKE JEEP	MODEL WRAUNL	BODY STYLE/TYPE UTIL	COLOR WHITE	Not valid without official signature of Registrar											
VEHICLE IDENTIFICATION NUMBER 1C4HJXDN3F	INSURANCE COMPANY GOVT EMPLOYEE INS		TITLE NUMBER	REGISTRAR		IF VEHICLE CARRYING PASSENGERS FOR HIRE: MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED.										
RESIDENTIAL ADDRESS (IF DIFFERENT)																
NAME(S) OF OWNER(S) AND MAILING ADDRESS VEHICLE ASSET UNIVERSAL LEASING TRUST 9401 JAMES AVE S SUITE 140 BLOOMINGTON, MN 55431				FEES <table> <tr> <td>REGISTRATION</td> <td>60.00</td> </tr> <tr> <td>TITLE</td> <td>75.00</td> </tr> <tr> <td>SPECIAL PLATES</td> <td>0.00</td> </tr> <tr> <td>SALES TAX</td> <td>0.00</td> </tr> <tr> <td>TOTAL</td> <td>135.00</td> </tr> </table>			REGISTRATION	60.00	TITLE	75.00	SPECIAL PLATES	0.00	SALES TAX	0.00	TOTAL	135.00
REGISTRATION	60.00															
TITLE	75.00															
SPECIAL PLATES	0.00															
SALES TAX	0.00															
TOTAL	135.00															
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION REGISTRY OF MOTOR VEHICLES DIVISION The records of the RMV database constitute the official status of the vehicle registration.																

SPECIAL MESSAGE IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.	CHANGE OF ADDRESS
	STREET ADDRESS
	CITY, STATE, ZIP CODE

Important Information for Vehicle Owners

- Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and for the trailer, if any, and his/her license to operate, upon his/her person or in the vehicle, in some easily accessible place.
- By law, you must report any change of address to the RMV within 30 days in writing. Address changes can be made on the RMV website: www.mass.gov/rmv or by mail to: RMV, P.O. Box 55889, Boston, MA 02205-5889. Once you have reported the address change to the RMV, please write corrected address in box provided above.
- Return the registration plates to the RMV immediately if:
 - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the *Bill of Sale*, *Title*, and completed *Reassignment of Title* for your records to document the transfer.
 - You move to another state and you register the vehicle in that state.
 - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

Transferring Your Plates: Massachusetts law (M.G.L. Chapter 90, Section 2) allows you to transfer **valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer** while you obtain insurance and a new registration. **All** of the following must be met: **1.** You are at least 18 years of age and you own the motor vehicle or trailer identified on this *Registration Certificate*; **2.** You transfer ownership of this vehicle to another person or permanently lose possession of it (such as through repossession, etc.); **3.** The newly acquired vehicle is of the **same vehicle type** (passenger vehicle to passenger vehicle, trailer to trailer, etc.); the **same registration type** (passenger to passenger, commercial to commercial); and has the **same number of wheels**; and, **4.** The **seller and buyer** properly complete the Assignment of the Certificate of Title (for the newly acquired "used" vehicle) or Certificate of Origin (if a "new" vehicle). If **all** of the above are met, you may operate the newly acquired vehicle with the transferred plates **up to 5:00 pm of the 7th calendar day** following the date of transfer (or loss of possession). The day of transfer or loss is day #1. During those 7 days, you **must** carry the *Bill of Sale* (or the dealer's *Purchase Contract*) for the newly acquired vehicle **and this Registration Certificate** when operating the vehicle. See *FAQs About the Seven-Day Registration Transfer Law* on the RMV's website at www.mass.gov/rmv.

No Insurance Card Required: Massachusetts's law does **not** require an insurance card. The law, M.G.L. Chapter 90, Section 34A and Chapter 175, Section 113A requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. If an insurer is identified on the face of this *Registration Certificate*, it is required by law to electronically notify the RMV (Registry of Motor Vehicles) if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's office.

Be first in line by going online at www.mass.gov/rmv

Schedule a Road Test
Renew Your Driver's License
Renew Your Registration
Pay Citations/Court Hearing Fee
Replace Your Driver's License

Request a Duplicate Title
Request a Duplicate Registration
Change Your Address
Cancel My Plate/Registration
Order a Special Plate

NEED TO VISIT AN RMV OFFICE?
SAVE TIME
Complete Your
Application Online!

VISIT OUR WEBSITE FOR A FULL LIST OF AVAILABLE TRANSACTIONS

GEICO Massachusetts Insurance
geico.com Identification Card 1-800-841-3000
GOVERNMENT EMPLOYEES INSURANCE COMPANY
One GEICO Boulevard • Fredericksburg, VA 22412-0003

Policy Number [REDACTED] Effective Date 12-21-20 Expiration Date 06-21-21
Year 2019 Make JEEP Model WRANGLER Vehicle ID No 1C4HJXDN [REDACTED]
Insured [REDACTED]

GEICO Massachusetts Insurance
geico.com Identification Card 1-800-841-3000
GOVERNMENT EMPLOYEES INSURANCE COMPANY
One GEICO Boulevard • Fredericksburg, VA 22412-0003

Policy Number [REDACTED] Effective Date 12-21-20 Expiration Date 06-21-21
Year 2019 Make JEEP Model WRANGLER Vehicle ID No 1C4HJXDN [REDACTED]
[REDACTED]

Important Information

Here are your Policy Identification Cards. Two cards have been provided for each vehicle insured. Please destroy your old cards when the new cards become effective.

Due to space limitations on the ID card, only the Named Insured and the Co-insured are listed. For a full list of drivers covered under this policy, please log onto geico.com or reference the Drivers section of your Declarations Page, which is included with your insurance packet.

Please notify us promptly of any change in your address to be sure you receive all important policy documents. Prompt notification will enable us to service you better.

Your policy is recorded under the name and policy number shown on the card.

If you would like additional ID cards, you can go online to **geico.com** or call us at **1-800-841-3000**.



VOID

VOID

VOID

VOID

RONALD S. WEISS

ATTORNEY AND COUNSELOR
7035 ORCHARD LAKE ROAD
SUITE 600
WEST BLOOMFIELD, MICHIGAN 48322

OHIO ADDRESS:
6725 WEST CENTRAL AVENUE
SUITE M-310
TOLEDO, OHIO 43617

December 8, 2020

(248) 737-8000
FAX: (248) 737-8003
Ron@RonWeissAttorney.com

FCA US LLC
1000 Chrysler Drive
Warranty Litigation Department - CIMS 485-13-62
Auburn Hills, MI 48326

Re: My client: [REDACTED]
Vehicle: 2018 Jeep Wrangler
VIN: 1C4HJXDGS [REDACTED]
Dealer: Mark Porter Chrysler Dodge Jeep Ram

Dear Warranty Litigation Dept:

My clients took delivery of the above new vehicle. After my clients purchased the vehicle, they experienced several problems with it. The vehicle has been at the dealership over 30 days out of the first year for these steering defects (among other issues). The defects are ongoing and my clients are very concerned about this vehicle. This is an Ohio case.

These constant problems have left my clients with a very reasonable insecure feeling about this new vehicle. The problems have occurred repeatedly after the repair attempts. My clients want to get out of this vehicle pursuant to the Ohio Lemon Law (O.R.C. § 1345.71 et. seq.), the Magnuson-Moss Warranty Act (15 U.S.C. § 2301 et. seq.) and other applicable laws.

It is my goal to resolve this matter without the need for the filing of a lawsuit. Obviously, if we resolve the situation without filing a lawsuit, then my attorney fees and costs would be significantly less than they would be if a lawsuit were filed.

Please contact my office at your earliest opportunity to discuss this matter. I will diary my file ahead 21 days before taking any further action. Thank you in advance for your attention and cooperation in this matter.

Very truly yours,
[REDACTED]

Ronald S. Weiss

RSW:r

RECEIVED

DEC 16 2020

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

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, MI 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 COMPONOV⁺
JASON L. GRESHES⁺
CHAD P. DOMAN⁺
JACOB U. GINSBURG⁺
SHAWN BACHMAN⁺

October 12, 2020

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

Re:

2018 Jeep Wrangler Unlimited
VIN: 1C4HJXEG2

Dear Sir/Madam:

As you know, this office represents the above-referenced individual for problems encountered with the 2018 Jeep Wrangler Unlimited. I am enclosing the contract and repair slips. As you can see, my client has returned to the dealership for problems with the radio, back up camera system, air conditioning system assembly, engine fans, steering system and radio.

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

I look forward to hearing from you.

JCH/bc
Attachments
cc: Rose Waldorf LLC

RECEIVED

OCT 21 2020

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

FCA US LLC
Office of the General Counsel

OCT 20 2020

Reg. Agent/
Proc. Server

[REDACTED]

[REDACTED]

CU LEASING CORP
3111 CAMINO DEL RIO N #203
SAN DIEGO CA 92108

VIN: 1C4HJXEG2 [REDACTED] MAKE: JEE
MODEL: WRA [REDACTED] YEAR: 2018
PLATE NO: [REDACTED] GOOD THRU: 06/2021
REG Duplicate: 11.00
FD REG:
POST AUDIT:
PLATE FEE:
TITLE FEE:
TOTAL:

TT

11.00

[REDACTED]

LESSEE

LIEN1: [REDACTED] VISIONS FCU



LEASED VEHICLE REGISTRATION

PLATE NO: [REDACTED]
VIN: 1C4HJXEG2 [REDACTED]
GOOD THRU: 06/2021

VC: 8

CU LEASING CORP
3111 CAMINO DEL RIO N
SAN DIEGO CA 92108
EQ:8 FEE:

[REDACTED]

[REDACTED]

CLOSED-END VEHICLE LEASE AGREEMENT
(SIMPLE INTEREST)
(Assigned to Credit Union Leasing of America)

Paragraph 2.G.(8) from execution of the Lease ("Lease Term").

New or Used	Year	Make	Model	Color	Vehicle Identification Number	Odometer	License Number
NEW	2018	JEEP	WRANGLER BILLET		1C4HJXEG2J	20	N/A

If the mileage on odometer disclosed above is higher than 1,000 miles. The prior use of the Vehicle is:

☐ personal, family or household ☐ demonstrator ☐ livery ☐ daily rental ☐ police ☐ prior wreckage ☐ unknown;

No. Cylinders	Transmission	Brakes	Steering	Air Conditioning	MSRP (List only if Vehicle is New)
N/A	☐ Automatic ☐ Manual	☐ Power-assisted ☐ Manual	☐ Power-assisted ☐ Manual	☐ Yes ☐ No	51950.00

2. FEDERAL CONSUMER LEASING ACT DISCLOSURES.

A. Amount Due at Lease Signing or Delivery (Itemized below)* \$ <u>7280.00</u>	B. Monthly Payments I will make <u>48</u> Monthly Payments under this Lease. My first Monthly Payment of \$ <u>395.00</u> is due when the Lease is signed. The second and subsequent Monthly Payments in the same amount** will be due commencing <u>JUN 18, 2018</u> and on the same day of each succeeding month. The total of my Monthly Payments for the whole Lease Term is \$ <u>18960.00</u> .**	C. Other Charges (not part of my Monthly Payment) Turn-in Fee (if I do not purchase the Vehicle) \$ <u>400.00</u> Total \$ <u>400.00</u>	D. Total of Payments** (The amount I will have paid to you by the end of the Lease) \$ <u>26245.00</u>
---	---	---	---

***Itemization of Amount Due at Lease Signing or Delivery**

E. Amount Due at Lease Signing or Delivery: (1) Capitalized Cost Reduction \$ <u>6885.00</u> (2) Tax on Capitalized Cost Reduction <u>N/A</u> (3) First Monthly Payment <u>395.00</u> (4) Current Year Registration/License Fees/Title Fees <u>N/A</u> (5) <u>N/A</u> <u>N/A</u> (6) <u>N/A</u> <u>N/A</u> (7) Total \$ <u>7280.00</u>	F. How the Amount Due at Lease Signing or Delivery will be paid: (1) Net Trade-In Allowance \$ <u>6885.00</u> (2) Rebates and Noncash Credits <u>N/A</u> (3) Amounts to Be Paid in Cash <u>395.00</u> (4) Total \$ <u>7280.00</u>
--	--

G. My Monthly Payment is Determined as Shown Below:

(1) Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ <u>52273.36</u>) and any items I pay for over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance) If I want an itemization of this amount, I may check this box. ☐ (2) Capitalized Cost Reduction. The amount of any Net Trade-In Allowance, Rebate, Noncash Credit or Cash I pay that reduces the Gross Capitalized Cost (3) Adjusted Capitalized Cost. The amount used in calculating my Base Monthly Payment (4) Residual Value. The value of the Vehicle at the end of the Lease used in calculating my Base Monthly Payment (5) 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 as part of the Base Monthly Payments (6) Rent Charge. The amount charged in the Base Monthly Payments in addition to the Depreciation and any Amortized Amounts (7) Total of Base Monthly Payments. The Depreciation and any Amortized Amounts plus the Rent Charge (8) Lease Payments. The number of payments in my Lease (9) Base Monthly Payment (10) Monthly Sales/Use Tax (11) N/A (12) Total Monthly Payment ("Monthly Payment")	\$ <u>54034.21</u> - <u>6885.00</u> = <u>47149.21</u> - <u>34287.00</u> = <u>12862.21</u> + <u>6097.79</u> = <u>18960.00</u> ÷ <u>48</u> = <u>395.00</u> + <u>N/A</u> + <u>N/A</u> = <u>395.00</u>
---	---

H. Early Termination. I may have to pay a substantial charge if I 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 I end the Lease, the greater the charge is likely to be.

I. Excessive Wear and Use. I may be charged for excessive wear based on your standards for normal use and for mileage in excess of.....
☐ 15,000 miles ☒ 12,000 miles per year at the rate of 15¢ per mile if the Residual Value is less than \$20,000; 20¢ per mile if the Residual Value is between \$20,000 and \$25,000; 25¢ per mile if the Residual Value exceeds \$25,000.

J. Purchase Option at End of Lease Term. I have an option to purchase the Vehicle at the end of the Lease Term for the Lease Balance as described in Paragraph 5, plus \$325 and applicable official fees and taxes if the Lease is not in Default and I have given you 30 days notice.

K. Other Important Terms. See both sides of this Lease for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and Default charges, insurance, and your security interest, if applicable.

FURTHER FINANCIAL DISCLOSURES

3. ESTIMATED OFFICIAL FEES AND TAXES. You estimate the total of the official fees and taxes I will have to pay during the Lease Term whether included in the Monthly Payment or assessed otherwise is \$ 416.85. My tax and fees obligations are described in Paragraph 11. I agree to pay all when due or reimburse you for all official fees and taxes, including personal property taxes and excise taxes, whether due at lease signing, or assessed at a later time.

4. SERVICE CONTRACT. While I have no obligation to do so, I understand I may purchase from you a contract under which I will have the coverage of Vehicle related expenses described in a separate service contract to be paid by the administrator listed in that contract on behalf of the obligor. I understand that you may receive a portion of the contract price.

The term of this protection will be N/A months from the date this Lease is signed or until the Vehicle has been driven N/A miles, whichever occurs first.

Service Contract Administrator N/A

Choice of Payment:

I choose to purchase the contract for its cash price of \$ N/A.
LESSEE(S) INITIALS N/A

I choose to purchase the contract and pay for its cash price of \$ N/A together with Rent Charges during the Lease Term as part of the Monthly Payments.

LESSEE(S) INITIALS N/A

6. VEHICLE WARRANTIES AND DISCLAIMERS. I understand that unless otherwise indicated below the vehicle is subject to the manufacturer's new car warranty and I have those warranty rights. I AM LEASING THE VEHICLE "AS-IS" AND ACCORDINGLY YOU MAKE NO EXPRESS WARRANTIES AND SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES AS TO THE VEHICLE INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IF I HAVE PROBLEMS WITH THE VEHICLE, YOU WILL NOT BE RESPONSIBLE FOR THE REPAIRS, NOR WILL MY LEASE OBLIGATIONS BE AFFECTED.

LESSEE(S)

☐ New car warranty not applicable.

TOTAL COST OF LEASE: The total cost of this Lease is \$ 60457.00, which is the sum of: (i) the Amount Due at Lease Signing or Delivery, minus the first Monthly Payment and any refundable security deposit; plus (ii) the total of your Monthly Payments; plus (iii) the purchase price which is equal to the Residual Value assuming there are no late payments; plus (iv) the \$325 purchase option fee. This amount assumes there are no late payments and that I purchase the Vehicle from at the scheduled end of the Lease term and excludes any official fees and taxes, such as sales tax, registration or licensing, or other amounts that may become due under this Lease because of conditions that are not known at Lease signing.

5. LEASE BALANCE CALCULATION. In Paragraphs 2.J, 5, 14, 15 and 17 the term "Lease Balance" is used to describe a component of my purchase option right and my liability on scheduled or early termination. For these purposes each Monthly Payment will be allocated when you receive it first to taxes, then to Rent Charges which have accrued on the basis of a 365-day year since the prior Monthly Payment on the outstanding Adjusted Capitalized Cost and finally to reduce the outstanding Adjusted Capitalized Cost, except that advance payments will be returned to the extent that the total advance payments made exceeds three (3) Monthly Payments. The Adjusted Capitalized Cost as of the date you and I sign the Lease and before application of the first Monthly Payment is shown in Paragraph 2.G.(3). Rent Charges will accrue at the rate implicit in the Lease on an actuarial basis assuming a 360-day year, payments in advance, a Lease date of the first day of the month, a payment due date on the first day of each month and the outstanding Adjusted Capitalized Cost at the end of the Lease plus accrued rent for the final month equals the Residual Value shown in paragraph 2.G.(4). The Lease Balance at any time equals the then outstanding Adjusted Capitalized Cost plus any accrued but unpaid rent.

These allocations will affect my purchase option price and my liability if this Lease is terminated early other than as provided in Paragraph 17.

These allocations may also affect my scheduled termination liability. The Lease Balance will increase if you receive my Monthly Payments after the due date because a lesser portion of the Monthly Payments will go to reduce the Adjusted Capitalized Cost and will decrease if I pay my Monthly Payments early, except that advance payments will be returned to the extent that the total advance payments made exceeds three (3) Monthly Payments.

If I do not meet my Lease obligations, I may lose the Vehicle.

The execution of this Lease below evidences your and my acceptance of the Lease. Your execution also has the effect of assigning to Credit Union Leasing of America this Lease and your interest in the Vehicle.

I HAVE READ THIS AND THE REVERSE SIDES OF THIS LEASE AND RECEIVED A COMPLETELY FILLED IN COPY BEFORE SIGNING BELOW.

NOTICE: THE LESSEE AND THE LESSOR SHALL BE ENTITLED TO REVIEW THE CONTRACT FOR ONE BUSINESS DAY BEFORE SIGNING THE CONTRACT.

Electronic Record and Signature Disclosure



Certificate Of Completion

Status: Completed

Subject: Lease Agreement

Account Number: [REDACTED]

Source Envelope:

Document Pages: 2

Certificate Pages: 5

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 0

Initials: 0

Envelope Originator:

Record Tracking

Status: Original

Holder: [REDACTED]

Location: DocuSign

10/5/2020 8:55:21 AM

Signer Events

Signature

Timestamp

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Security Level: Email, Account Authentication
(None), Authentication

VIEWED

Sent: 10/5/2020 8:56:34 AM

Viewed: 10/5/2020 8:58:19 AM

Using IP Address: [REDACTED]

Authentication Details

ID Check:

Transaction: [REDACTED]

Result: passed

Vendor ID: LexisNexis

Type: iAuth

Recipient Name Provided by: Recipient

ID Check: Address, [REDACTED]

Performed: 10/5/2020 8:57:48 AM

Question Details:

passed corporate.association.real

passed property.county.real

passed corporate.association.real

passed person.known.single.fake

failed vehicle.historical.association.real

passed county.lived.single.real

Electronic Record and Signature Disclosure:

Accepted: 10/5/2020 8:58:19 AM

Company Name: Visions Federal Credit Union

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

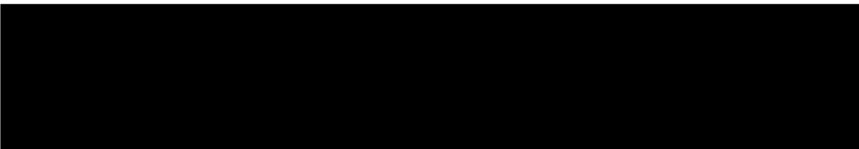
Timestamps

Envelope Sent

Hashed/Encrypted

10/5/2020 8:56:34 AM

Envelope Summary Events		Status	Timestamps
Certified Delivered		Security Checked	10/5/2020 8:58:19 AM
Completed		Security Checked	10/5/2020 8:58:19 AM
Payment Events		Status	Timestamps
Electronic Record and Signature Disclosure			



eSIGNATURE ELECTRONIC DISCLOSURE AND CONSENT

From time to time, Visions Federal Credit Union (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.0000 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Visions Federal Credit Union:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by paper mail, please send correspondence to:

Visions Federal Credit Union

24 McKinley Ave

Endicott, NY 13760

To advise Visions Federal Credit Union of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at support@visionsfcu.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Visions Federal Credit Union

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to support@visionsfcu.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Visions Federal Credit Union

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to support@visionsfcu.org and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Most current OS preferred.
Browsers (for SENDERS):	Internet Explorer 11, Edge, Chrome, Safari or Firefox current releases
Browsers (for SIGNERS):	Internet Explorer 11, Edge, Chrome, Safari or Firefox current releases
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	• Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection
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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this ELECTRONIC DISCLOSURE AND CONSENT document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Visions Federal Credit Union as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Visions Federal Credit Union during the course of my relationship with you.



Buhler & Bitter Inc.
3290 Highway 35
Hazlet, NJ 07730
877.297.1374 732.264.5000
http://www.buhlerbitter.com

Repair Order

Service Advisor: Timothy J Kinney
Started: 11/10/18 1:45 PM
Completed: 11/10/18 3:21 PM
Priority: 5
Appointment: [REDACTED]

R509 Version MPK2.75.003

Vehicle		Service History	
2018 JEEP Wrangler Unlimited (3.6L)		8/24/20	24938 Express Inspection
Color	PSC-Billet Silver Metallic Clear Coat	8/24/20	24938 Radio/Nav/Telematic
VIN	1C4HJXEC [REDACTED]	8/24/20	24938 General Concern #1
Mileage	In: 7772 Out: 7773	8/24/20	24938 X-Press Lube, Oil, A
Tag Number	Plate No.	8/24/20	24938 Parts and Hazardous
In-Service	05/19/18	1/14/19	19676 Recall / CSN 1 : V41
Engine	ERC-3.6L V6 24V VVT Engine Upg	1/14/19	19676 CUST STATES SO
Coverage	560	1/14/19	19676 CUST STATES SO
Build Date	04/11/18	1/14/19	19676 Customer Requests
Comments	radio issue returned. stopped here 8/28 and verified.	07/17/19	14486 Electrical/Non PCM

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
1 9090	Express Inspection					
	Complaint	Express Inspection				
	Cause	Inspection				
	Correction	Performed Multi-Point Vehicle Inspection				
	LABOR CHARGE			CHCS		0.00
				Task Discount:		\$0.00
				Task Total:		\$0.00

Start Time: Stop Time: 3:20:57 PM Actual Time: 0.00

2 2689	Express Oil and filter change, top off all fluids. (most vehicles)
Complaint	Express Oil and filter change, top off all fluids. (most vehicles)
Cause	Maintenance
Correction	Performed Oil and Filter Change. Topped off all Fluids.
LABOR CHARGE	

Start Time: Stop Time: 3:20:57 PM Actual Time: 0.00

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
	FILTER -ENGINE OIL	68191349AC	1	CHES		0.00
	OIL -0W20	68283520AA	5	CHES		0.00
	LABOR CHARGE			CHES		0.00
	Start Time:	Stop Time: 3:20:57 PM		Actual Time: 0.00		
	Adam Danville					
	LABOR CHARGE		0.4	CHES		0.00
				Task Discount:		\$0.00
				Task Total:		\$0.00
	Start Time:	Stop Time: 3:20:57 PM		Actual Time: 0.00		

3 2290	Express Tire Rotation					
Complaint	Express Tire Rotation					
Cause	Maintenance					
Correction	Rotated Tires and Set Tire Pressure					
	LABOR CHARGE			CHES		0.00
	Start Time:	Stop Time: 3:20:57 PM		Actual Time: 0.00		
	LABOR CHARGE			CHES		0.00
	Start Time:	Stop Time: 3:20:57 PM		Actual Time: 0.00		
	Adam Danville					
	LABOR CHARGE		0.6	CHES		0.00
				Task Discount:		\$0.00
				Task Total:		\$0.00
	Start Time:	Stop Time: 3:20:57 PM		Actual Time: 0.00		

4 04CHZ	U62 18MY JL CAN BUS					
Complaint	U62 18MY JL CAN BUS					
Cause	open recall					
Correction	Safety Recall U62 - Reprogram Powertrain Control Module - Reprogram Inspect and Reprogram Powertrain Control Module (and flashed abs module)					
	LABOR CHARGE			CHWS		0.00
	Start Time:	Stop Time: 3:21:12 PM		Actual Time: 0.00		
	LABOR CHARGE		0.2	CHWS		0.00
	Start Time:	Stop Time: 3:21:12 PM		Actual Time: 0.00		

		Labor:	\$0.00
		Parts:	\$0.00
		Misc:	\$0.00
		Discounts:	\$0.00
		Subtotal:	\$0.00
		Sales Tax:	\$0.00
		Total:	\$0.00

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
	LABOR CHARGE			CHCS		0.00
Task Discount:						\$0.00
Task Total:						\$0.00

Start Time:

Stop Time: 3:20:57 PM

Actual Time: 0.00

		Labor:	\$0.00
		Parts:	\$0.00
		Misc:	\$0.00
		Discounts:	\$0.00
		Subtotal:	\$0.00
		Sales Tax:	\$0.00
		Total:	\$0.00



Buhler & Bitter Inc.

3290 Highway 35

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877.297.1374 732.264.5000

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Repair Order

Service Advisor: Timothy J Kinney

Started: 06/18/19 4:49 PM

Completed: 07/17/19 4:58 PM

Priority: 2

Appointment

R509 Version MPK2.75.003

Vehicle		Service History	
2018 JEEP Wrangler Unlimited (3.6L)		08/24/20	24938 Express Inspection
Color	PSC-Billet Silver Metallic Clear Co	08/24/20	24938 Radio/Nav/Telematic
VIN	1C4HJXEG2	08/24/20	24938 General Concern #1
Mileage	In: 14486 Out: 14487	08/24/20	24938 X-Press Lube, Oil, A
Tag Number	Plate No.	08/24/20	24938 Parts and Hazardous
In-Service	05/19/18	11/14/19	19676 Recall / CSN 1 : V41
Engine	ERC-3.6L V6 24V VVT Engine U	11/14/19	19676 CUST STATES SO
Coverage	560	11/14/19	19676 CUST STATES SO
Build Date	04/11/18	11/14/19	19676 Customer Requests
Comments	radio issue returned. stopped he 8/28 and verified.	11/10/18	7772 Express Inspection

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
1	ELECTRICAL	Electrical/Non PCM Flashes Concern : Customer States the radio is stuck making				
	Complaint	Electrical/Non PCM Flashes Concern : Customer States the radio is stuck making the back up noise all the time				
	Cause	tech diagnosed concern as interference from bike rack on rear of jeep				
	Correction	up dated radio and rechecked. bike rack is interfering with back up sensors				
	LABOR CHARGE			CHWS		0.00
				Task Discount:		\$0.00
				Task Total:		\$0.00
		Start Time:	Stop Time: 4:58:24 PM	Actual Time: 0.00		
2	9090	Express Inspection				
	Complaint	Express Inspection				
	Cause	Inspection				
	Correction	Performed Multi-Point Vehicle Inspection				
	LABOR CHARGE			CHCS		0.00
				Task Discount:		\$0.00
				Task Total:		\$0.00
		Start Time:	Stop Time: 4:58:24 PM	Actual Time: 0.00		

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
3 2689	Express Oil and filter change, top off all fluids. (most vehicles)					
Complaint	Express Oil and filter change, top off all fluids. (most vehicles)					
Cause	Maintenance					
Correction	Performed Oil and Filter Change. Topped off all Fluids.					
LABOR CHARGE				CHES		0.00
Start Time:			Stop Time: 4:58:24 PM	Actual Time: 0.00		
FILTER -ENGINE OIL				68191349AC	1	CHES 0.00
OIL -0W20				68283520AA	6	CHES 0.00
LABOR CHARGE				CHES		0.00
Start Time:			Stop Time: 4:58:24 PM	Actual Time: 0.00		
Jason Armstrong						
LABOR CHARGE				0.4	CHES	0.00
Task Discount:						\$0.00
Task Total:						\$0.00
Start Time:			Stop Time: 4:58:24 PM	Actual Time: 0.00		
4 2290	Express Tire Rotation					
Complaint	Express Tire Rotation					
Cause	Maintenance					
Correction	Rotated Tires and Set Tire Pressure					
LABOR CHARGE				CHES		0.00
Start Time:			Stop Time: 4:58:24 PM	Actual Time: 0.00		
LABOR CHARGE				CHES		0.00
Start Time:			Stop Time: 4:58:24 PM	Actual Time: 0.00		
Jason Armstrong						
LABOR CHARGE				0.6	CHES	0.00
Task Discount:						\$0.00
Task Total:						\$0.00
Start Time:			Stop Time: 4:58:24 PM	Actual Time: 0.00		
5 AC / HEAT	AC/Heating Concern : Customer States the light on the air conditioning button					
Complaint	AC/Heating Concern : Customer States the light on the air conditioning button does not light up intermittently					
Cause	diagnosed every several depresses of a/c button the light does not illuminate. yet a/c operates. internal issue in a/c switch needs a new climate control switch panel					
Correction	replaced climate control head and rechecked a/c switch works every time now					

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
	LABOR CHARGE			CHWS		0.00
		Start Time:	Stop Time: 4:58:24 PM	Actual Time: 0.00		
	CONTROL -NONE	6BE14DX9AC	1	CHWS		0.00
	LABOR CHARGE		0.3	CHWS		0.00
		Start Time:	Stop Time: 4:58:24 PM	Actual Time: 0.00		
	Jason Armstrong		0.3	CHWS		0.00
	LABOR CHARGE					
				Task Discount:		\$0.00
				Task Total:		\$0.00
		Start Time:	Stop Time: 4:58:24 PM	Actual Time: 0.00		
6 09CHZ	customer states engine fans are loud					
Complaint	customer states engine fans are loud					
Cause	diagnosed concern found service bulletin 1804118					
	REV. B pcm flash for concern					
Correction	Module, Powertrain Control (PCM) Inspect and Reprogram					
	LABOR CHARGE			CHWS		0.00
		Start Time:	Stop Time: 4:58:24 PM	Actual Time: 0.00		
	LABOR CHARGE		0.2	CHWS		0.00
		Start Time:	Stop Time: 4:58:24 PM	Actual Time: 0.00		
	Jason Armstrong					
				Task Discount:		\$0.00
				Task Total:		\$0.00

		Labor:	\$0.00
		Parts:	\$0.00
		Misc:	\$0.00
		Discounts:	\$0.00
		Subtotal:	\$0.00
		Sales Tax:	\$0.00
		Total:	\$0.00



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Repair Order

Service Advisor: Richard J Guzman

Started: 11/13/19 8:21 AM

Completed: 11/14/19 6:09 PM

Priority: 3

Appointment

R509 Version MPK2.75.003

Vehicle

2018 JEEP Wrangler Unlimited (3.6L)
Color PSC-Billet Silver Metallic Clear Coat
VIN 1C4HJXEG2
Mileage In: 19676 Out: 19684
Tag Number Plate No.
In-Service 05/19/18
Engine ERC-3.6L V6 24V VVT Engine Upgrade
Coverage 560
Build Date 04/11/18
Comments radio issue returned. stopped here 8/28 and verified.

Service History

08/24/20 24938 Express Inspection
08/24/20 24938 Radio/Nav/Telematic
08/24/20 24938 General Concern #1
08/24/20 24938 X-Press Lube, Oil, A
08/24/20 24938 Parts and Hazardous
07/17/19 14486 Electrical/Non PCM
07/17/19 14486 Express Inspection
07/17/19 14486 Express Oil and filter
07/17/19 14486 Express Tire Rotatio
07/17/19 14486 AC/Heating Concern

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
1	RECALL# 1	Recall / CSN 1 : V41: Customer Satisfaction Notification V41 - Steering Damper**				
	Complaint	Recall / CSN 1 : V41: Customer Satisfaction Notification V41 - Steering Damper**				
	Cause	RECALL V41				
	Correction	REPLACE STEERING DAMPER				
	LABOR CHARGE			CHWS		0.00
		Start Time:	Stop Time: 6:09:13 PM	Actual Time: 0.00		
	LABOR CHARGE		0.3	CHWS		0.00
		Start Time:	Stop Time: 6:09:13 PM	Actual Time: 0.00		
	DAMPER -STEERING WHEEL	CCUKV411AA	1	CHWS		0.00
	DAMPER -STEERING WHEEL	CCUKV413AA	1	CHWS		0.00
				Task Discount:		\$0.00
				Task Total:		\$0.00

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
2 19CHZ01	CUST STATES SOMETIMES STEERING FEELS LIKE ITS LOCKING UO WHILE DRIVING MAKING IT					
Complaint	CUST STATES SOMETIMES STEERING FEELS LIKE ITS LOCKING UO WHILE DRIVING MAKING IT HARD TO CHANGE LANES					
Cause	tech road tested could not duplicate concern, hooked up wi tech no codes or tsb's checked steering components and wiring all ok road tested 8 miles no problems					
Correction	no additional work performed					
	LABOR CHARGE			CHIS		0.00
				Task Discount:		\$0.00
				Task Total:		\$0.00

Start Time: Stop Time: 6:09:13 PM Actual Time: 0.00

3 08CHZ02	CUST STATES SOMETIMES BACK UP CAMERA GOES BLUE AND OTHER TIMES WHILE DRIVING					
Complaint	CUST STATES SOMETIMES BACK UP CAMERA GOES BLUE AND OTHER TIMES WHILE DRIVING THE VEHICLE MAKES A NOISE LIKE WHEN IN REVERSE AND THERE IS SOMETHING BEHIND CAR , NEEDS TO DISCONNECT BATTERY AND RESET IT					
Cause	tech road tested could not duplicate concern, hooked up wi tech checked for tsb's notes , etc all ok					
Correction	no additional work performed					
	LABOR CHARGE			CHIS		0.00
				Task Discount:		\$0.00
				Task Total:		\$0.00

Start Time: Stop Time: 6:09:13 PM Actual Time: 0.00

4 00CHZ 3750	Customer Requests Perform 3,750 Mile Service					
Complaint	Customer Requests Perform 3,750 Mile Service					
Cause	Maintenance					
Correction	Performed Engine oil and filter change. Checked tire pressure and tread. Topped off washer fluid.					
	LABOR CHARGE			CHES		0.00
				Start Time:	Stop Time: 6:09:13 PM	Actual Time: 0.00
	FILTER -ENGINE OIL	68191349AC	1	CHES		0.00
	OIL -0W20	68283520AA	6	CHES		0.00
	LABOR CHARGE			CHES		0.00
				Start Time:	Stop Time: 6:09:13 PM	Actual Time: 0.00

Labor:	\$0.00
Parts:	\$0.00
Misc:	\$0.00
Discounts:	\$0.00
Subtotal:	\$0.00
Sales Tax:	\$0.00
Total:	\$0.00

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
	LABOR CHARGE		0.4	CHES		0.00
Task Discount:						\$0.00
Task Total:						\$0.00

Start Time:

Stop Time: 6:09:13 PM

Actual Time: 0.00

		Labor:	\$0.00
		Parts:	\$0.00
		Misc:	\$0.00
		Discounts:	\$0.00
		Subtotal:	\$0.00
		Sales Tax:	\$0.00
		Total:	\$0.00



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Jeep

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Repair Order

Service Advisor: Ryan Fulton

Started: 08/24/20 8:54 AM

Completed: 08/24/20 4:27 PM

Priority: 5

Appointment

R509 Version MPK2.75.003

Vehicle		Service History	
2018 JEEP Wrangler Unlimited (3.6L)		11/14/19	19676 Recall / CSN 1 : V41
Color	PSC-Billet Silver Metallic Clear Coat	11/14/19	19676 CUST STATES SO
VIN	1C4HJXEC	11/14/19	19676 CUST STATES SO
Mileage	In: 24938 Out: 24938	11/14/19	19676 Customer Requests
Tag Number	Plate No.	07/17/19	14486 Electrical/Non PCM
In-Service	05/19/18	07/17/19	14486 Express Inspection
Engine	ERC-3.6L V6 24V VVT Engine Upg	07/17/19	14486 Express Oil and filter
Coverage	560	07/17/19	14486 Express Tire Rotatio
Build Date	04/11/18	07/17/19	14486 AC/Heating Concern
Comments	radio issue returned. stopped here 8/28 and verified.	07/17/19	14486 customer states engi

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
1 9090	Express Inspection					
Complaint	Express Inspection					
Cause	Inspection					
Correction	Performed Multi-Point Vehicle Inspection					
LABOR CHARGE				CHIS		0.00
				Task Discount:		\$0.00
				Task Total:		\$0.00

Start Time:

Stop Time: 4:27:35 PM

Actual Time: 0.00

2 RADIO/NAV	Radio/Nav/Telematics Concern : Customer States radio volume lowers and wont					
Complaint	Radio/Nav/Telematics Concern : Customer States radio volume lowers and wont move after taking vehicle out of reverse. per fca cust care, updates 1564 and 1599 needed.					
Correction	radio up to date at this time.					
LABOR CHARGE				CHIS		0.00
				Task Discount:		\$0.00
				Task Total:		\$0.00

Start Time:

Stop Time: 4:27:35 PM

Actual Time: 0.00

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
3	GEN CONCERN 1	General Concern #1 : Customer States the odometer sometimes reads 9999999 miles.				
	Complaint	General Concern #1 : Customer States the odometer sometimes reads 9999999 miles.				
	Cause	tech found no dtc's or condition present at this time. checked for software updates, found applicable update for ipc.				
	Correction	flash ipc with latest software. condition not present after update.				
	LABOR CHARGE			CHWS		0.00
		Start Time:	Stop Time: 4:27:35 PM	Actual Time: 0.00		
	LABOR CHARGE		0.5	CHWS		0.00
		Start Time:	Stop Time: 4:27:35 PM	Actual Time: 0.00		
	Failure CC:					
				Task Discount:		\$0.00
				Task Total:		\$0.00
4	00CHZ003K-C	X-Press Lube, Oil, And Filter				
	Complaint	X-Press Lube, Oil, And Filter				
	Cause	MAINTENANCE RECOMMENDED EVERY 3000 MILES				
	Correction	Completed				
	LABOR CHARGE		0.4	CHCS		37.14
		Start Time:	Stop Time: 4:27:35 PM	Actual Time: 0.00		
	FILTER -ENGINE OIL	68191349AC	1	CHCS		12.45
	OIL -0W20	68283520AA	6	CHCS		30.36
				Task Discount:		\$0.00
				Task Total:		\$79.95
	Parts and Hazardous Waste Disposal Fee					
	Parts and Hazardous Waste Disposal Fee		1	CHCS		3.00

		Labor:	\$37.14
		Parts:	\$42.81
		Misc:	\$3.00
		Discounts:	\$0.00
		Subtotal:	\$82.95
		Sales Tax:	\$5.50
		Total:	\$88.45

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KIMMEL & SILVERMAN, P.C.
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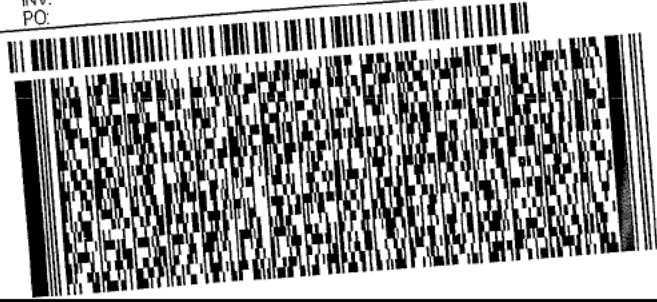
AMBLER, PA 19002
UNITED STATES US

TO FCA US LLC
WARRANTY LITIGATION DEPARTMENT
1000 CHRYSLER DRIVE
CIMS 485-13-62
AUBURN HILLS MI 48326

(215) 540-8888
INV:
PO:

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DEPT:



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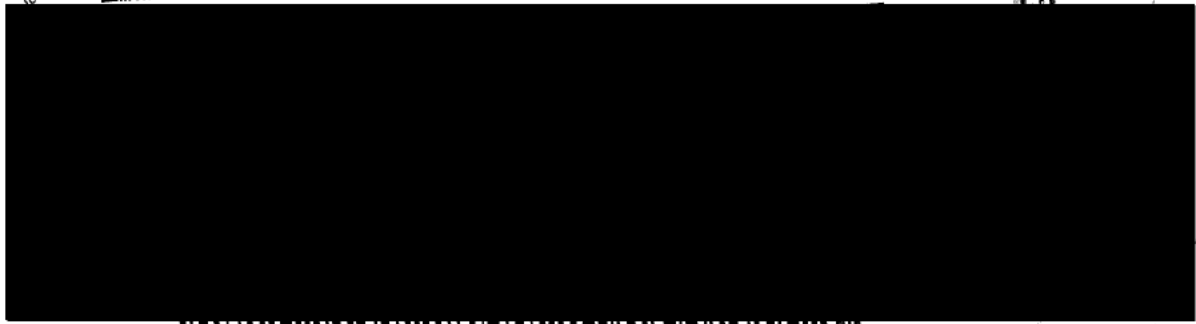
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10/13/2009

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**Service of Process
Transmittal**

11/24/2020

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 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: Summons, Complaint, Demand, Attachment(s), Information Statement(s)

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

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2018 Jeep Wrangler, VIN: 1C4HJXEG2L [REDACTED]

ON WHOM PROCESS WAS SERVED: The Corporation Trust Company, West Trenton, NJ

DATE AND HOUR OF SERVICE: By Process Server on 11/24/2020 at 13:16

JURISDICTION SERVED : New Jersey

APPEARANCE OR ANSWER DUE: Within 35 days from the date you received this summons, not counting the date you received it

ATTORNEY(S) / SENDER(S): Jacqueline C. Herritt
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
856-429-8334

ACTION ITEMS: CT has retained the current log, Retain Date: 11/25/2020, Expected Purge Date: 11/30/2020

Image SOP

Email Notification, Lance Arnott SOPVerification@wolterskluwer.com

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

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

SUMMONS

Attorney(s) JACQUELINE C. HERRITT, ESQUIRE

Office Address Executive Quarters
1930 E. Marlton Pike, Suite Q29

Town, State, Zip Code Cherry Hill, NJ 08003

Telephone Number 856-429-8334

Attorney(s) for Plaintiff

Plaintiff(s)

Vs.

FCA US LLC

Defendant(s)

Superior Court of New Jersey

MONMOUTH COUNTY 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.

Michelle M. Smith
Clerk of the Superior Court

DATED: November 23, 2020

Name of Defendant to Be Served: FCA US LLC

Address of Defendant to Be Served: 820 Bear Tavern Road, West Trenton, NJ

Jacqueline C. Herritt, Esquire
Identification No. 009131997
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
(856) 429-8334

ATTORNEY FOR PLAINTIFF

SUPERIOR COURT OF NEW JERSEY
MONMOUTH COUNTY

v.

CIVIL ACTION

NO.

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

COMPLAINT

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the State of New Jersey [REDACTED] Hazlet, NJ [REDACTED]

2. Defendant, FCA US LLC, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address and principal place of business located at 1000 Chrysler Drive, Auburn Hills, MI 48326-2766, and can be served at c/o CT Corporation, 820 Bear Tavern Road, West Trenton, NJ 08628.

3. The Plaintiff brings this Complaint seeking repurchase or replacement of the involved motor vehicle, at Plaintiff's option, pursuant to the New Jersey Lemon Law and as such, the Lemon Law is Plaintiff's fundamental cause of action. The Plaintiff's claims under the Magnuson Moss Warranty Act are secondary to the Plaintiff's Lemon Law claims and are sought by the Plaintiff as an alternative plea for relief should the trier of fact and law determine that the vehicle's repair history does not warrant the relief provided by the Lemon Law.

[REDACTED]

BACKGROUND

4. On or about May 19, 2018, Plaintiff leased a new 2018 Jeep Wrangler, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1C4HJXEG2 [REDACTED]

5. The vehicle was leased in the State of New Jersey and is registered in the State of New Jersey.

6. The lease price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$26,245.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

7. 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.

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

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

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

11. During the first 24 months and/or 24,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: powertrain; engine; transmission; HVAC system; steering; gauges; camera and

radio/infotainment/navigation system. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

12. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety.

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

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 N.J.S.A. 56:12-30.

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

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

17. On or about 5/19/2018, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

18. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

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

20. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

- a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's

used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date 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.

21. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

- a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 24,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
 - (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
 - (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.
- b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

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

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

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

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

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 N.J.S.A. 56:12-29 et seq.

27. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

28. Pursuant to N.J.S.A. 56:12-29 et seq, Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

33. 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.

34. 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.

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

36. 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

[REDACTED]

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.

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

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

39. As a direct and proximate result of Defendant's failure to comply with the express written and/or implied warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1) and NJ Stat. Ann 12A, including but not limited to 12A:2-713, 12A:2-714 and 12A:2-715 and/or 12A:2A-518, 12A:2A-519 and 12A:2A-520, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief and hereby does so through this Complaint.

40. Plaintiff avers Defendant's Dispute Resolution Program is not in compliance with 16 CFR 703 by the FTC for the period of time this claim was submitted.

41. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

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

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

[REDACTED]

44. Such damages include, but are not limited to, the sales 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.

45. 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.

KIMMEL & SILVERMAN, P.C.

[REDACTED]

Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
(856) 429-8334

JURY-DEMAND

Plaintiff hereby demands a trial by jury as to all the issues

KIMMEL & SILVERMAN, P.C.

By: _____

CERTIFICATION PURSUANT TO R.4:15-1

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

KIMMEL & SILVERMAN, P.C.

By: _____

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, Jason L. Greshes, Attorney ID
Number 037512001, is designated as trial counsel for Plaintiff [REDACTED] in this case.

KIMMEL & SILVERMAN P.C.

By: [REDACTED]

New or Used	Year	Make	Model	Color	Vehicle Identification Number	Odometer	License Number
NEW	2018	JEEP	WRANGLER BILLET	1C4HJX		20	N/A

If the mileage on odometer disclosed above is higher than 1,000 miles. The price is for:
☐ personal, family or household ☐ demonstrator ☐ livery ☐ daily rental ☐ police ☐ prior wreckage ☐ unknown;

No. Cylinders	Transmission	Brakes	Steering	Air Conditioning	MSRP (List only if Vehicle is New)
	☐ Automatic ☐ Manual	☐ Power-assisted ☐ Manual	☐ Power-assisted	☐ Yes	

2. FEDERAL CONSUMER LEASING ACT DISCLOSURES

A. Amount Due at Lease Signing or Delivery: (Itemized below)* \$ <u>7280.00</u>	B. Monthly Payments I will make <u>48</u> Monthly Payments under this Lease. My first Monthly Payment of \$ <u>395.00</u> is due when the Lease is signed. The second and subsequent Monthly Payments in the same amount** will be due commencing <u>JUN 18, 2018</u> and on the same day of each succeeding month. The total of my Monthly Payments for the whole Lease Term is \$ <u>18960.00</u> .*	C. Turn-in Fee (If I do not purchase the Vehicle) \$ <u>400.00</u> Total \$ <u>400.00</u>	D. Amount Due at End of Lease to you by the end of the Lease) \$ <u>26245.00</u>
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E. Amount Due at Lease Signing or Delivery:	F. How the Amount Due at Lease Signing or Delivery will be paid:
(1) Capitalized Cost Reduction \$ <u>6885.00</u>	(1) Net Trade-In Allowance \$ <u>6885.00</u>
(2) Tax on Capitalized Cost Reduction <u>N/A</u>	(2) Rebates and Noncash Credits <u>N/A</u>
(3) First Monthly Payment <u>395.00</u>	(3) Amounts to Be Paid in Cash <u>395.00</u>
(4) Current Year Registration/License Fees/Title Fees <u>N/A</u>	
(5) <u>N/A</u>	
(6) <u>N/A</u>	
(7) Total \$ <u>7280.00</u>	(4) Total \$ <u>7280.00</u>

G. My Monthly Payment is Determined as Shown Below:	
(1) Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ <u>52273.36</u>) and any items I pay for over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance)	\$ <u>54034.21</u>
If I want an itemization of this amount, I may check this box. ☐	
(2) Capitalized Cost Reduction. The amount of any Net Trade-In Allowance, Rebate, Noncash Credit or Cash I pay that reduces the Gross Capitalized Cost	- <u>6885.00</u>
(3) Adjusted Capitalized Cost. The amount used in calculating my Base Monthly Payment	= <u>47149.21</u>
(4) Residual Value. The value of the Vehicle at the end of the Lease used in calculating my Base Monthly Payment	- <u>34287.00</u>
(5) 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 as part of the Base Monthly Payments	= <u>12862.21</u>
(6) Rent Charge. The amount charged in the Base Monthly Payments in addition to the Depreciation and any Amortized Amounts	+ <u>5097.79</u>
(7) Total of Base Monthly Payments. The Depreciation and any Amortized Amounts plus the Rent Charge	= <u>18960.00</u>
(8) Lease Payments. The number of payments in my Lease	+ <u>48</u>
(9) Base Monthly Payment	= <u>395.00</u>
(10) Monthly Sales/Use Tax	+ <u>N/A</u>
(11) <u>N/A</u>	+ <u>N/A</u>
(12) Total Monthly Payment ("Monthly Payment")	= \$ <u>395.00</u>

Early Termination. I may have to pay a substantial charge if I 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 I end the Lease, the greater the charge is likely to be.

I. Excessive Wear and Use. I may be charged for excessive wear based on your standards for normal use and for mileage in excess of.....
☐ 15,000 miles 12,000 miles per year at the rate of 15¢ per mile if the Residual Value is less than \$20,000; 20¢ per mile if the Residual Value is between \$20,000 and \$25,000; 25¢ per mile if the Residual Value exceeds \$25,000.

J. Purchase Option at End of Lease Term. I have an option to purchase the Vehicle at the end of the Lease Term for the Lease Balance as described in Paragraph 5, plus \$325 and applicable official fees and taxes if the Lease is not in Default and I have given you 30 days notice.

K. Other Important Terms. See both sides of this Lease for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and Default charges, insurance, and any security interest, if applicable.

because they are based on current tax rates.

CRITICAL DISCLOSURES

3. ESTIMATED OFFICIAL FEES AND TAXES. You estimate the total of this official fees and taxes I will have to pay during the Lease Term whether included in the Monthly Payment or assessed otherwise is \$ 115.00. My tax and fees obligations are described in Paragraph 11. I agree to pay them when due or reimburse you for all official fees and taxes, including personal property taxes and excise taxes, whether due at lease signing, or assessed at a later time.

4. SERVICE CONTRACT. While I have no obligation to do so, I understand I may purchase from you a contract under which I will have the coverage of Vehicle related expenses described in a separate service contract to be paid by the administrator listed in that contract on behalf of the obligor. I understand that you may receive a portion of the contract price.

This term of this protection will be N/A months from the date this Lease is signed or until the Vehicle has been driven N/A miles, whichever occurs first.

Service Contract Administrator N/A

Choice of Payment:

I choose to purchase the contract for its cash price of \$

LESSEE(S) INITIALS

I choose to purchase the contract and pay for its cash price of \$ N/A together with Rent Charges during the Lease Term as part of the Monthly Payment.

LESSEE(S) INITIALS

5. VEHICLE WARRANTIES AND DISCLAIMERS. I understand that unless otherwise indicated below the vehicle is subject to the manufacturer's new car warranty and I have those warranty rights. **I AM LEASING THE VEHICLE "AS-IS" AND ACCORDINGLY YOU MAKE NO EXPRESS WARRANTIES AND SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES AS TO THE VEHICLE INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IF I HAVE PROBLEMS WITH THE VEHICLE, YOU WILL NOT BE RESPONSIBLE FOR THE REPAIRS; NOR WILL MY LEASE OBLIGATIONS BE AFFECTED.**

LESSEE(S) INITIALS

☐ New car warranty not applicable.

TOTAL COST OF LEASE: The total cost of this Lease is \$ 5045.00, which is the sum of: (i) the Amount Due at Lease Signing or Delivery, ; (ii) the total of your Monthly Payments; plus (iii) the purchase price which is equal to the Residual Value assuming there are no late payments; plus (iv) the \$325 purchase option fee. This amount assumes there are no late payments and that I purchase the Vehicle from at the scheduled end of the Lease term and excludes any official fees and taxes, such as sales tax, registration or licensing, or other amounts that may become due under this Lease because of

5. LEASE BALANCE CALCULATION. In Paragraphs 2J, 5, 14, 15 and 17 the term "Lease Balance" is used to describe a component of my purchase option right and my liability on scheduled or early termination. For these purposes each Monthly Payment will be allocated when you receive it first to taxes, then to Rent Charges which have accrued on the basis of a 365-day year since the prior Monthly Payment on the outstanding Adjusted Capitalized Cost and finally to reduce the outstanding Adjusted Capitalized Cost, except that advance payments will be returned to the extent that the total advance payments made exceeds three (3) Monthly Payments. The Adjusted Capitalized Cost as of the date you and I sign the Lease and before application of the first Monthly Payment is shown in Paragraph 2.G.(3). Rent Charges will accrue at the rate implicit in the Lease on an annual basis assuming a 360-day year, payments in advance, a Lease date of the first day of the month, a payment due date on the first day of each month and the outstanding Adjusted Capitalized Cost at the end of the Lease plus accrued rent for the final month equals the Residual Value shown in paragraph 2.G.(4). The Lease Balance at any time equals the then outstanding Adjusted Capitalized Cost plus any accrued but unpaid rent.

These allocations will affect my purchase option price and my liability if this Lease is terminated early other than as provided in Paragraph 17.

These allocations may also affect my scheduled termination liability. The Lease Balance will increase if you receive my Monthly Payments after the due date because a lesser portion of the Monthly Payments will go to reduce the Adjusted Capitalized Cost and will decrease if I pay my Monthly Payments early, except that advance payments will be returned to the extent that the total advance payments made exceeds three (3) Monthly Payments.

If I do not meet my Lease obligations, I may lose the Vehicle.

The execution of this Lease below evidences your and my acceptance of the Lease. Your execution also has the effect of assigning to Credit Union Leasing of America this Lease and your interest in the Vehicle.

I HAVE READ THIS AND THE REVERSE SIDES OF THIS LEASE AND RECEIVED A COMPLETELY FILLED IN COPY BEFORE SIGNING BELOW. NOTICE: THE LESSEE AND THE LESSOR SHALL BE ENTITLED TO REVIEW THE CONTRACT FOR ONE



Buhler & Bitter Inc.
3290 Highway 35
Hazlet, NJ 07730
877.297.1374 732.264.5000
http://www.buhlerbitter.com

Repair Order

Service Advisor: Timothy J Kinney
Started: 11/10/18 1:45 PM
Completed: 11/10/18 3:21 PM
Priority: 5
Appointment:

R509 Version MPK2.75.003

Vehicle		Service History	
2018 JEEP Wrangler Unlimited (3.6L)		08/24/20	24938 Express Inspection
Color PSC-Billet Silver Metallic Clear Coat		08/24/20	24938 Radio/Nav/Telematic
VIN 1C4HJXEG2		08/24/20	24938 General Concern #1
Mileage In: 7772 Out: 7773		08/24/20	24938 X-Press Lube, Oil, A
Tag Number Plate No.		08/24/20	24938 Parts and Hazardous
In-Service 05/19/18		11/14/19	19676 Recall / CSN 1 : V41
Engine ERC-3.6L V6 24V VVT Engine Upg		11/14/19	19676 CUST STATES SO
Coverage 560		11/14/19	19676 CUST STATES SO
Build Date 04/11/18		11/14/19	19676 Customer Requests
Comments radio issue returned. stopped here 8/28 and verified.		07/17/19	14486 Electrical/Non PCM

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
1 9090	Express Inspection					
Complaint	Express Inspection					
Cause	Inspection					
Correction	Performed Multi-Point Vehicle Inspection					
LABOR CHARGE				CHCS		0.00
				Task Discount:		\$0.00
				Task Total:		\$0.00
Start Time:		Stop Time: 3:20:57 PM	Actual Time: 0.00			
2 2689	Express Oil and filter change, top off all fluids. (most vehicles)					
Complaint	Express Oil and filter change, top off all fluids. (most vehicles)					
Cause	Maintenance					
Correction	Performed Oil and Filter Change. Topped off all Fluids.					
LABOR CHARGE				CHES		0.00
Start Time:		Stop Time: 3:20:57 PM	Actual Time: 0.00			

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
	FILTER -ENGINE OIL	68191349AC	1	CHES		0.00
	OIL -0W20	68283520AA	5	CHES		0.00
	LABOR CHARGE			CHES		0.00
		Start Time:	Stop Time: 3:20:57 PM	Actual Time: 0.00		
	Adam Danville					
	LABOR CHARGE		0.4	CHES		0.00
				Task Discount:		\$0.00
				Task Total:		\$0.00
		Start Time:	Stop Time: 3:20:57 PM	Actual Time: 0.00		

3 2290 Express Tire Rotation

Complaint	Express Tire Rotation					
Cause	Maintenance					
Correction	Rotated Tires and Set Tire Pressure					
	LABOR CHARGE			CHES		0.00
		Start Time:	Stop Time: 3:20:57 PM	Actual Time: 0.00		
	LABOR CHARGE			CHES		0.00
		Start Time:	Stop Time: 3:20:57 PM	Actual Time: 0.00		
	Adam Danville					
	LABOR CHARGE		0.6	CHES		0.00
				Task Discount:		\$0.00
				Task Total:		\$0.00
		Start Time:	Stop Time: 3:20:57 PM	Actual Time: 0.00		

4 04CHZ U62 18MY JL CAN BUS

Complaint	U62 18MY JL CAN BUS					
Cause	open recall					
Correction	Safety Recall U62 - Reprogram Powertrain Control Module - Reprogram Inspect and Reprogram Powertrain Control Module (and flashed abs module)					
	LABOR CHARGE			CHWS		0.00
		Start Time:	Stop Time: 3:21:12 PM	Actual Time: 0.00		
	LABOR CHARGE		0.2	CHWS		0.00
		Start Time:	Stop Time: 3:21:12 PM	Actual Time: 0.00		

		Labor:	\$0.00
		Parts:	\$0.00
		Misc:	\$0.00
		Discounts:	\$0.00
		Subtotal:	\$0.00
		Sales Tax:	\$0.00
		Total:	\$0.00



Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
	LABOR CHARGE			CHCS		0.00
				Task Discount:		\$0.00
				Task Total:		\$0.00

Start Time:

Stop Time: 3:20:57 PM

Actual Time: 0.00

		Labor:	\$0.00
		Parts:	\$0.00
		Misc:	\$0.00
		Discounts:	\$0.00
		Subtotal:	\$0.00
		Sales Tax:	\$0.00
		Total:	\$0.00





CHRYSLER • JEEP
CHRYSLER
JEEP

Buhler & Bitter Inc.
3280 Highway 36
Hazlet, NJ 07730
877.297.1374 732.264.5000
<http://www.buhlerbitter.com>

Repair Order

Service Advisor: Timothy J Kinney
Started: 08/18/19 4:49 PM
Completed: 07/17/19 4:58 PM
Priority: 2
Appointment:

R509 Version MPK2.75.003

Vehicle		Service History	
2018 JEEP Wrangler Unlimited (3.6L)		08/24/20	24938 Express Inspection
Color	PSC-Billet Silver Metallic Clear Coat	08/24/20	24938 Radio/Nav/Telematic
VIN	1C4HJXEG	08/24/20	24938 General Concern #1
Mileage	In: 14486 Out: 14487	08/24/20	24938 X-Press Lube, Oil, A
Tag Number	Plate No.	08/24/20	24938 Parts and Hazardous
In-Service	05/19/18	11/14/19	19676 Recall / CSN 1 : V41
Engine	ERC-3.6L V6 24V VVT Engine Upg	11/14/19	19676 CUST STATES SO
Coverage	560	11/14/19	19676 CUST STATES SO
Build Date	04/11/18	11/14/19	19676 Customer Requests
Comments	radio issue returned. stopped here 8/28 and verified.	11/10/18	7772 Express Inspection

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
-------------	-------------	--------------------	-----	----------	------------	-------

1 ELECTRICAL **Electrical/Non PCM Flashes Concern : Customer States the radio is stuck making**

Complaint Electrical/Non PCM Flashes Concern : Customer States the radio is stuck making the back up noise all the time

Cause tech diagnosed concern as interference from bike rack on rear of jeep

Correction up dated radio and rechecked. bike rack is interfering with back up sensors

LABOR CHARGE

CHWS 0.00

Task Discount: \$0.00

Task Total: \$0.00

Start Time:

Stop Time: 4:58:24 PM

Actual Time: 0.00

2 9090 **Express Inspection**

Complaint Express Inspection

Cause Inspection

Correction Performed Multi-Point Vehicle Inspection

LABOR CHARGE

CHCS 0.00

Task Discount: \$0.00

Task Total: \$0.00

Start Time:

Stop Time: 4:58:24 PM

Actual Time: 0.00

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
3 2689	Express Oil and filter change, top off all fluids. (most vehicles)					
Complaint	Express Oil and filter change, top off all fluids. (most vehicles)					
Cause	Maintenance					
Correction	Performed Oil and Filter Change. Topped off all Fluids.					
	LABOR CHARGE			CHES		0.00
		Start Time:	Stop Time: 4:58:24 PM	Actual Time: 0.00		
	FILTER -ENGINE OIL	68191349AC	1	CHES		0.00
	OIL -0W20	68283520AA	6	CHES		0.00
	LABOR CHARGE			CHES		0.00
		Start Time:	Stop Time: 4:58:24 PM	Actual Time: 0.00		
	Jason Armstrong					
	LABOR CHARGE		0.4	CHES		0.00
		Task Discount:				\$0.00
		Task Total:				\$0.00
		Start Time:	Stop Time: 4:58:24 PM	Actual Time: 0.00		
4 2290	Express Tire Rotation					
Complaint	Express Tire Rotation					
Cause	Maintenance					
Correction	Rotated Tires and Set Tire Pressure					
	LABOR CHARGE			CHES		0.00
		Start Time:	Stop Time: 4:58:24 PM	Actual Time: 0.00		
	LABOR CHARGE			CHES		0.00
		Start Time:	Stop Time: 4:58:24 PM	Actual Time: 0.00		
	Jason Armstrong					
	LABOR CHARGE		0.6	CHES		0.00
		Task Discount:				\$0.00
		Task Total:				\$0.00
		Start Time:	Stop Time: 4:58:24 PM	Actual Time: 0.00		
5 AC / HEAT	AC/Heating Concern : Customer States the light on the air conditioning button					
Complaint	AC/Heating Concern : Customer States the light on the air conditioning button does not light up intermittently					
Cause	diagnosed every several depresses of a/c button the light does not illuminate. yet a/c operates. internal issue in a/c switch needs a new climate control switch panel					
Correction	replaced climate control head and rechecked a/c switch works every time now					

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
	LABOR CHARGE			CHWS		0.00
		Start Time:	Stop Time: 4:58:24 PM	Actual Time: 0.00		
	CONTROL -NONE	6BE14DX9AC	1	CHWS		0.00
	LABOR CHARGE		0.3	CHWS		0.00
		Start Time:	Stop Time: 4:58:24 PM	Actual Time: 0.00		
	Jason Armstrong					
	LABOR CHARGE		0.3	CHWS		0.00
				Task Discount:		\$0.00
				Task Total:		\$0.00
		Start Time:	Stop Time: 4:58:24 PM	Actual Time: 0.00		
6 09CHZ	customer states engine fans are loud					
Complaint	customer states engine fans are loud					
Cause	diagnosed concern found service bulletin 1804118					
	REV. B pcm flash for concern					
Correction	Module, Powertrain Control (PCM) Inspect and Reprogram					
	LABOR CHARGE			CHWS		0.00
		Start Time:	Stop Time: 4:58:24 PM	Actual Time: 0.00		
	LABOR CHARGE		0.2	CHWS		0.00
		Start Time:	Stop Time: 4:58:24 PM	Actual Time: 0.00		
	Jason Armstrong					
				Task Discount:		\$0.00
				Task Total:		\$0.00

		Labor:	\$0.00
		Parts:	\$0.00
		Misc:	\$0.00
		Discounts:	\$0.00
		Subtotal:	\$0.00
		Sales Tax:	\$0.00
		Total:	\$0.00



CHRYSLER • JEEP
Buhler & Bitter Inc.

Buhler & Bitter Inc.
3290 Highway 35
Hazlet, NJ 07730
877.297.1374 732.264.5000
http://www.buhlerbitter.com

Repair Order

Service Advisor: Richard J Guzman
Started: 11/13/19 8:21 AM
Completed: 11/14/19 6:09 PM
Priority: 3
Appointment:

R509 Version MPK2.75.003

Vehicle		Service History	
2018 JEEP Wrangler Unlimited (3.6L)		08/24/20	24938 Express Inspection
Color	PSC-Billet Silver Metallic Clear Coat	08/24/20	24938 Radio/Nav/Telematic
VIN	1C4HJXEG2	08/24/20	24938 General Concern #1
Mileage	In: 19678 Out: 19684	08/24/20	24938 X-Press Lube, Oil, A
Tag Number	Plate No.	08/24/20	24938 Parts and Hazardous
In-Service	05/19/18	07/17/19	14486 Electrical/Non PCM
Engine	ERC-3.6L V6 24V VVT Engine Upg	07/17/19	14486 Express Inspection
Coverage	560	07/17/19	14486 Express Oil and filter
Build Date	04/11/18	07/17/19	14486 Express Tire Rotatio
Comments	radio issue returned, stopped here 8/28 and verified.	07/17/19	14486 AC/Heating Concern

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
1 RECALL# 1	Recall / CSN 1 : V41: Customer Satisfaction Notification V41 - Steering Damper**					
Complaint	Recall / CSN 1 : V41: Customer Satisfaction Notification V41 - Steering Damper**					
Cause	RECALL V41					
Correction	REPLACE STEERING DAMPER					
LABOR CHARGE				CHWS		0.00
		Start Time:	Stop Time: 6:09:13 PM	Actual Time: 0:00		
LABOR CHARGE				CHWS		0.00
		Start Time:	Stop Time: 6:09:13 PM	Actual Time: 0:00		
DAMPER -STEERING WHEEL		CCUKV411AA	1	CHWS		0.00
DAMPER -STEERING WHEEL		CCUKV413AA	1	CHWS		0.00
Task Discount:						\$0.00
Task Total:						\$0.00

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
2 19CHZ01	CUST STATES SOMETIMES STEERING FEELS LIKE ITS LOCKING UO WHILE DRIVING MAKING IT					
Complaint	CUST STATES SOMETIMES STEERING FEELS LIKE ITS LOCKING UO WHILE DRIVING MAKING IT HARD TO CHANGE LANES					
Cause	tech road tested could not duplicate concern, hooked up w/ tech no codes or					
	tech's checked steering components and wiring all ok					
	road tested 8 miles no problems					
Correction	no additional work performed					
LABOR CHARGE				CHIS		0.00
				Task Discount:		\$0.00
				Task Total:		\$0.00

Start Time: Stop Time: 8:09:13 PM Actual Time: 0.00

3 08CHZ02	CUST STATES SOMETIMES BACK UP CAMERA GOES BLUE AND OTHER TIMES WHILE DRIVING					
Complaint	CUST STATES SOMETIMES BACK UP CAMERA GOES BLUE AND OTHER TIMES WHILE DRIVING THE VEHICLE MAKES A NOISE LIKE WHEN IN REVERSE AND THERE IS SOMETHING BEHIND CAR ,					
	NEEDS TO DISCONNECT BATTERY AND RESET IT					
Cause	tech road tested could not duplicate concern, hooked up w/ tech checked for					
	tech's notes , etc all ok					
Correction	no additional work performed					
LABOR CHARGE				CHIS		0.00
				Task Discount:		\$0.00
				Task Total:		\$0.00

Start Time: Stop Time: 8:09:13 PM Actual Time: 0.00

4 00CHZ 3750	Customer Requests Perform 3,750 Mile Service					
Complaint	Customer Requests Perform 3,750 Mile Service					
Cause	Maintenance					
Correction	Performed Engine oil and filter change. Checked tire pressure and tread.					
	Topped off washer fluid.					
LABOR CHARGE				CHES		0.00
				Start Time:	Stop Time: 8:09:13 PM	Actual Time: 0.00
FILTER -ENGINE OIL				68191349AC	1	CHES 0.00
OIL -0W20				68263520AA	6	CHES 0.00
LABOR CHARGE				CHES		0.00
				Start Time:	Stop Time: 8:09:13 PM	Actual Time: 0.00

		Labor:	\$0.00
		Parts:	\$0.00
		Misc:	\$0.00
		Discounts:	\$0.00
		Subtotal:	\$0.00
		Sales Tax:	\$0.00
		Total:	\$0.00

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
	LABOR CHARGE		0.4	CHES		0.00
Task Discount:						\$0.00
Task Total:						\$0.00
Start Time:		Stop Time: 8:09:13 PM		Actual Time: 0.00		

		Labor:	\$0.00
		Parts:	\$0.00
		Misc:	\$0.00
		Discounts:	\$0.00
		Subtotal:	\$0.00
		Sales Tax:	\$0.00
		Total:	\$0.00



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Repair Order

Service Advisor: Ryan Fulton
Started: 08/24/20 8:54 AM
Completed: 08/24/20 4:27 PM
Priority: 6
Appointment:

R509 Version MPK2.76.003

Vehicle		Service History	
2018 JEEP Wrangler Unlimited (3.6L)		7/14/19	19676 Recall / CSN 1 : V41
Color	PSC-Billet Silver Metallic Clear Coat	7/14/19	19676 CUST STATES SO
VIN	1C4HJXEG2	7/14/19	19676 CUST STATES SO
Mileage	In: 24938 Out: 24938	7/14/19	19676 Customer Requests
Tag Number	Plate No.	7/17/19	14486 Electrical/Non PCM
In-Service	05/19/18	7/17/19	14486 Express Inspection
Engine	ERC-3.6L V6 24V VVT Engine Upg	7/17/19	14486 Express Oil and filter
Coverage	560	7/17/19	14486 Express Tire Rotatio
Build Date	04/11/18	7/17/19	14486 AC/Heating Concern
Comments	radio issue returned, stopped here 8/28 and verified.	7/17/19	14486 customer states engi

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
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1 9090 Express Inspection

Complaint Express Inspection
Cause Inspection
Correction Performed Multi-Point Vehicle Inspection

LABOR CHARGE

CHIS 0.00

Task Discount: \$0.00

Task Total: \$0.00

Start Time:

Stop Time: 4:27:35 PM

Actual Time: 0.00

2 RADIO/NAV Radio/Nav/Telematics Concern : Customer States radio volume lowers and wont

Complaint Radio/Nav/Telematics Concern : Customer States radio volume lowers and wont move after taking vehicle out of reverse. per fca cust care, updates 1564 and 1599 needed.

Correction radio up to date at this time.

LABOR CHARGE

CHIS 0.00

Task Discount: \$0.00

Task Total: \$0.00

Start Time:

Stop Time: 4:27:35 PM

Actual Time: 0.00

Task Opcode	Description	Part or Technician	Qty	Pay Type	Unit Price	Price
3	GEN CONCERN 1	General Concern #1 : Customer States the odometer sometimes reads 8999999 miles.				
	Complaint	General Concern #1 : Customer States the odometer sometimes reads 8999999 miles.				
	Cause	tech found no dtc's or condition present at this time. checked for software updates, found applicable update for ipc.				
	Correction	flash ipc with latest software. condition not present after update.				
	LABOR CHARGE			CHWS		0.00
		Start Time:	Stop Time: 4:27:35 PM	Actual Time: 0.00		
	LABOR CHARGE		0.5	CHWS		0.00
		Start Time:	Stop Time: 4:27:35 PM	Actual Time: 0.00		
	Failure CC:					
				Task Discount:		\$0.00
				Task Total:		\$0.00
4	00CHZ003K-C	X-Press Lube, Oil, And Filter				
	Complaint	X-Press Lube, Oil, And Filter				
	Cause	MAINTENANCE RECOMMENDED EVERY 3000 MILES				
	Correction	Completed				
	LABOR CHARGE		0.4	CHCS		37.14
		Start Time:	Stop Time: 4:27:35 PM	Actual Time: 0.00		
	FILTER -ENGINE OIL	68191349AC	1	CHCS		12.45
	OIL -0W20	68283520AA	6	CHCS		30.36
				Task Discount:		\$0.00
				Task Total:		\$79.95
	Parts and Hazardous Waste Disposal Fee					
	Parts and Hazardous Waste Disposal Fee		1	CHCS		3.00

		Labor:	\$37.14
		Parts:	\$42.81
		Misc:	\$3.00
		Discounts:	\$0.00
		Subtotal:	\$82.95
		Sales Tax:	\$5.50
		Total:	\$88.45

Civil Case Information Statement

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

Case Caption: [REDACTED] VS FCA US LLC

Case Initiation Date: 10/30/2020

Attorney Name: JACQUELINE C HERRITT

Firm Name: KIMMEL & SILVERMAN, PC

Address: 1930 E MARLTON PIKE STE Q29

CHERRY HILL NJ 080030000

Phone: 8564298334

Name of Party: PLAINTIFF [REDACTED]

Name of Defendant's Primary Insurance Company

(if known): Unknown

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? NO

If yes, is that relationship:

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)

10/30/2020

Dated

/s/ JACQUELINE C HERRITT

Signed



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. HERRITT¹
ROBERT A. RAPKIN²
ANGELA K. TROCCOLI³
AMY L. BENNECOFF GINSBURG⁴
W. CHRISTOPHER COMPONOV⁵
JASON L. GRESHES⁶
CHAD P. DOMAN⁷
JOSEPH C. HOFFEL⁸
JACOB U. GINSBURG⁹
SHAWN BACHMAN¹⁰
COURTNEY A. KEAVENEY¹¹

June 9, 2020

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

Re:

2018 Jeep Wrangler
VIN: 1C4HJXFG2

Dear Sir/Madam:

As you know, this office represents the above-referenced individual for problems encountered with the 2018 Jeep Wrangler. I am enclosing the contract and repair slips. As you can see, my client has returned to the dealership for problems with the engine, hard start condition, steering system and dashboard warning indicator lights.

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

I look forward to hearing from you.

JCH/bc
Attachments
cc: Rose Waldorf

RECEIVED

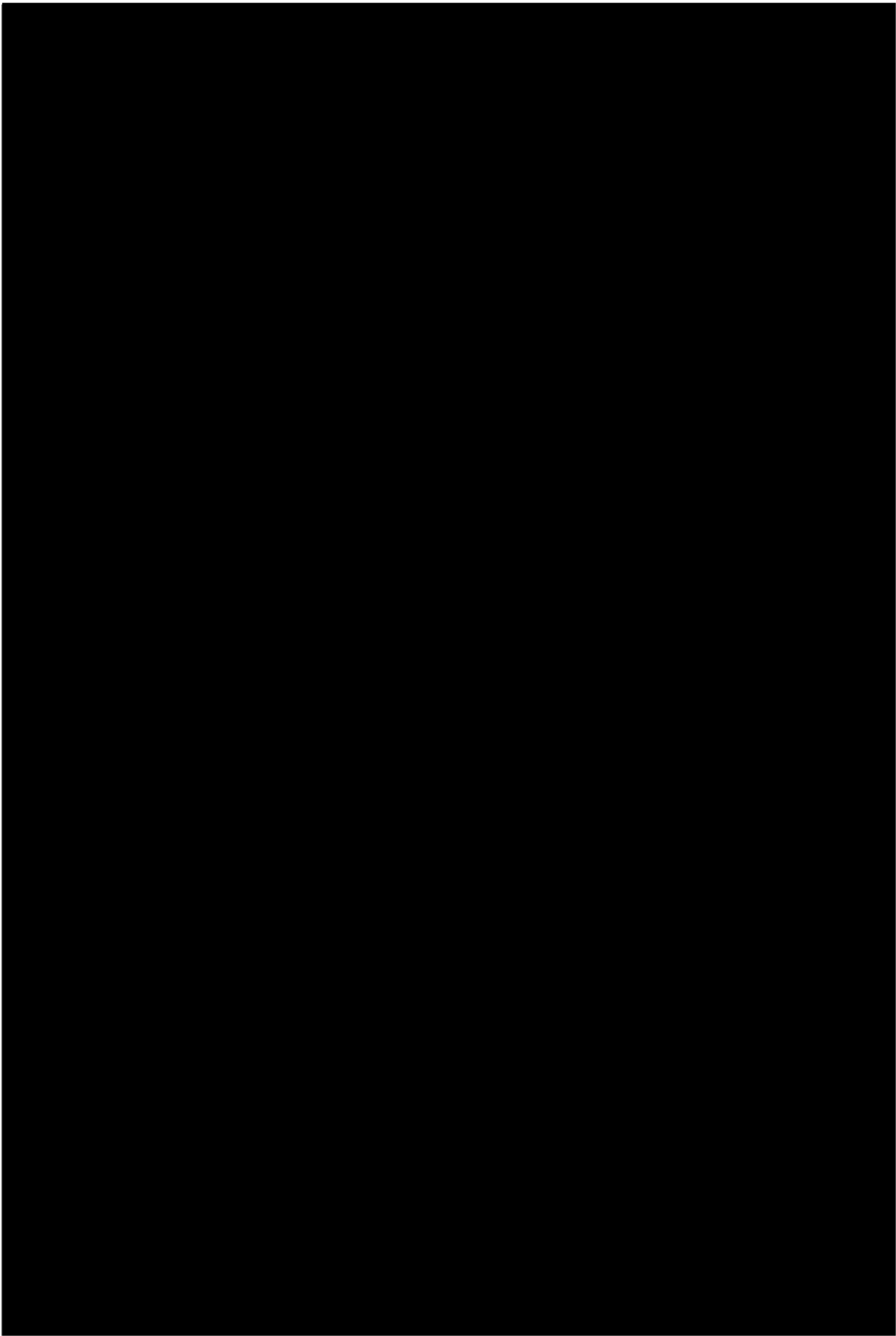
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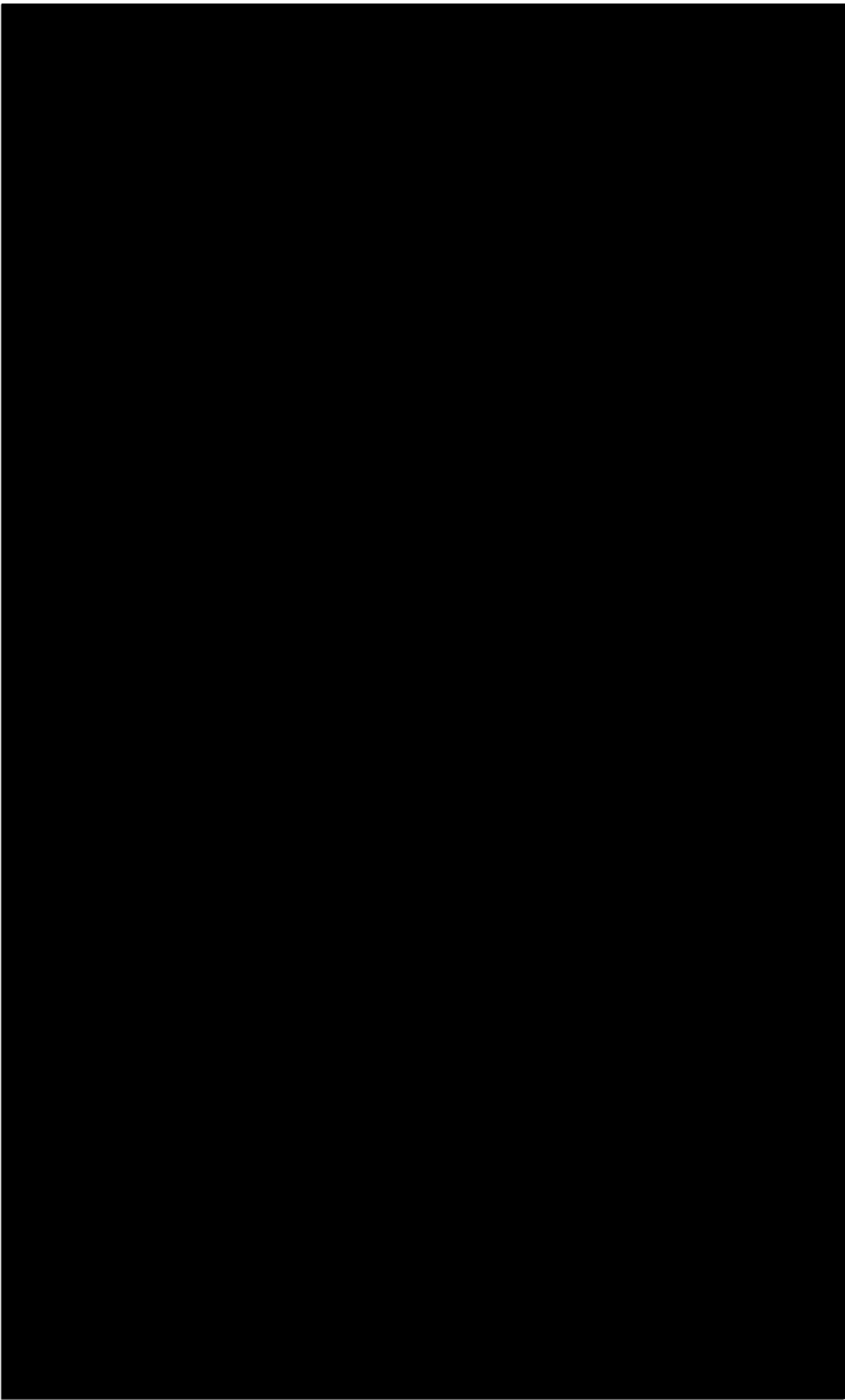
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Paddock and Stone P.L.C.

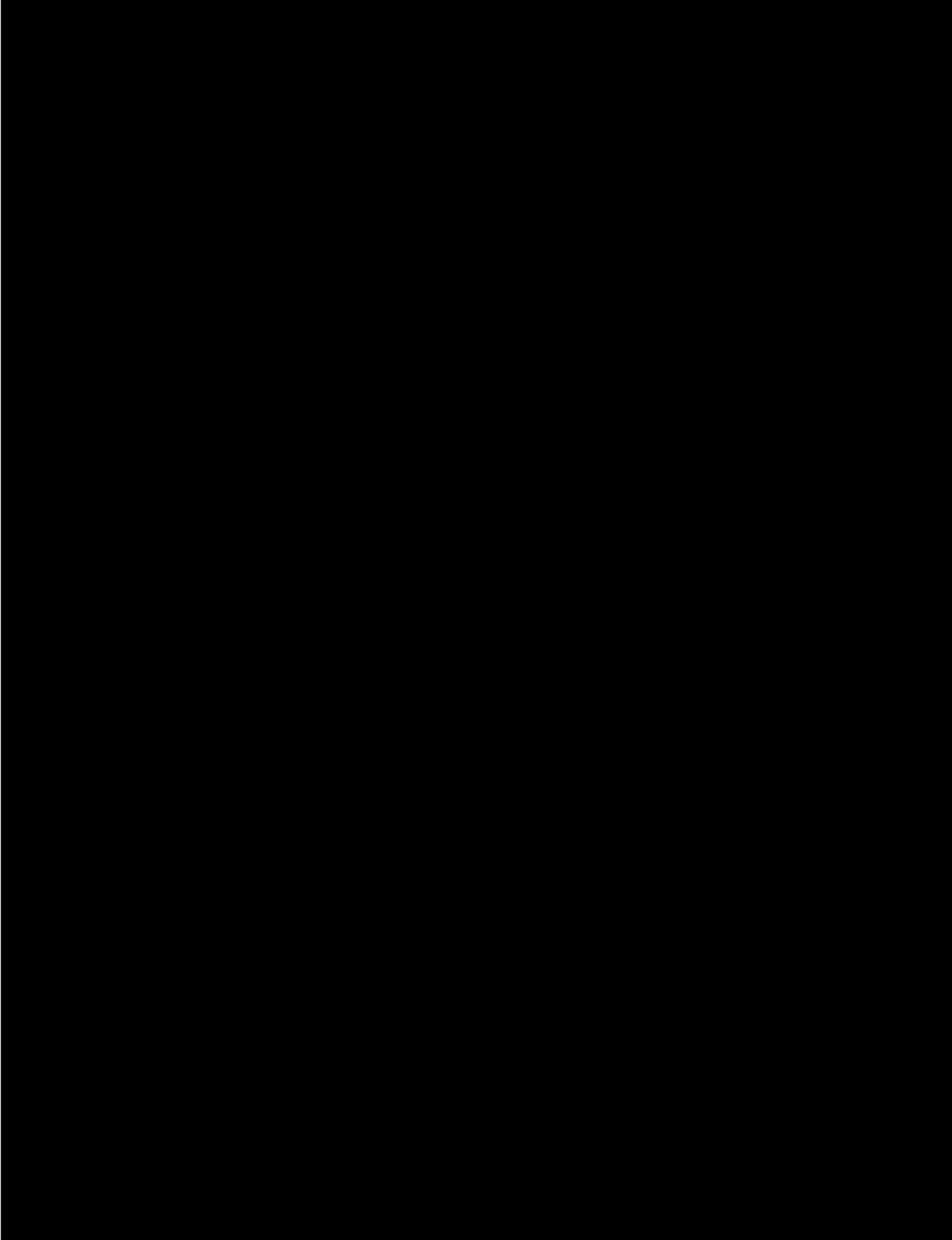
FCAUS LLC
Office of the General Counsel

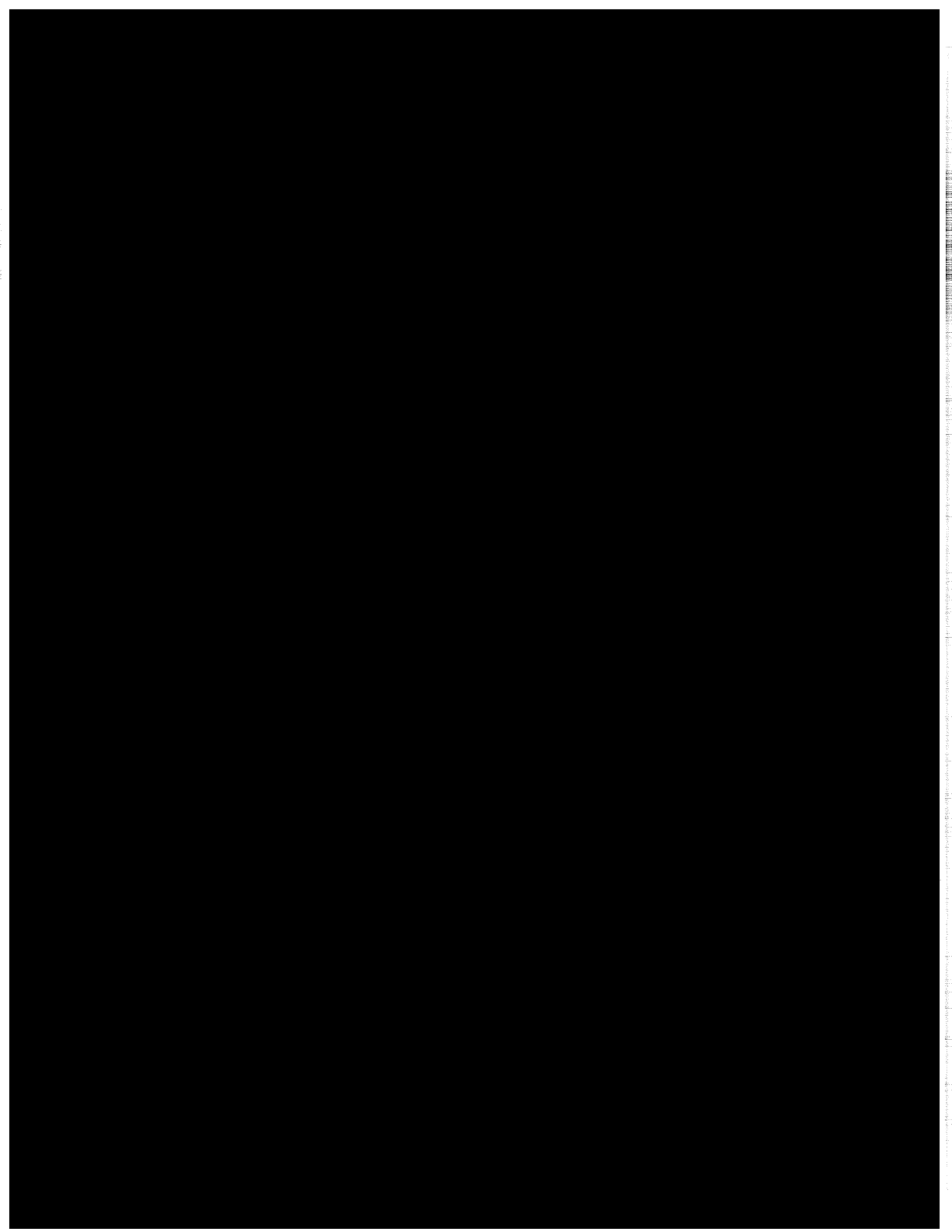
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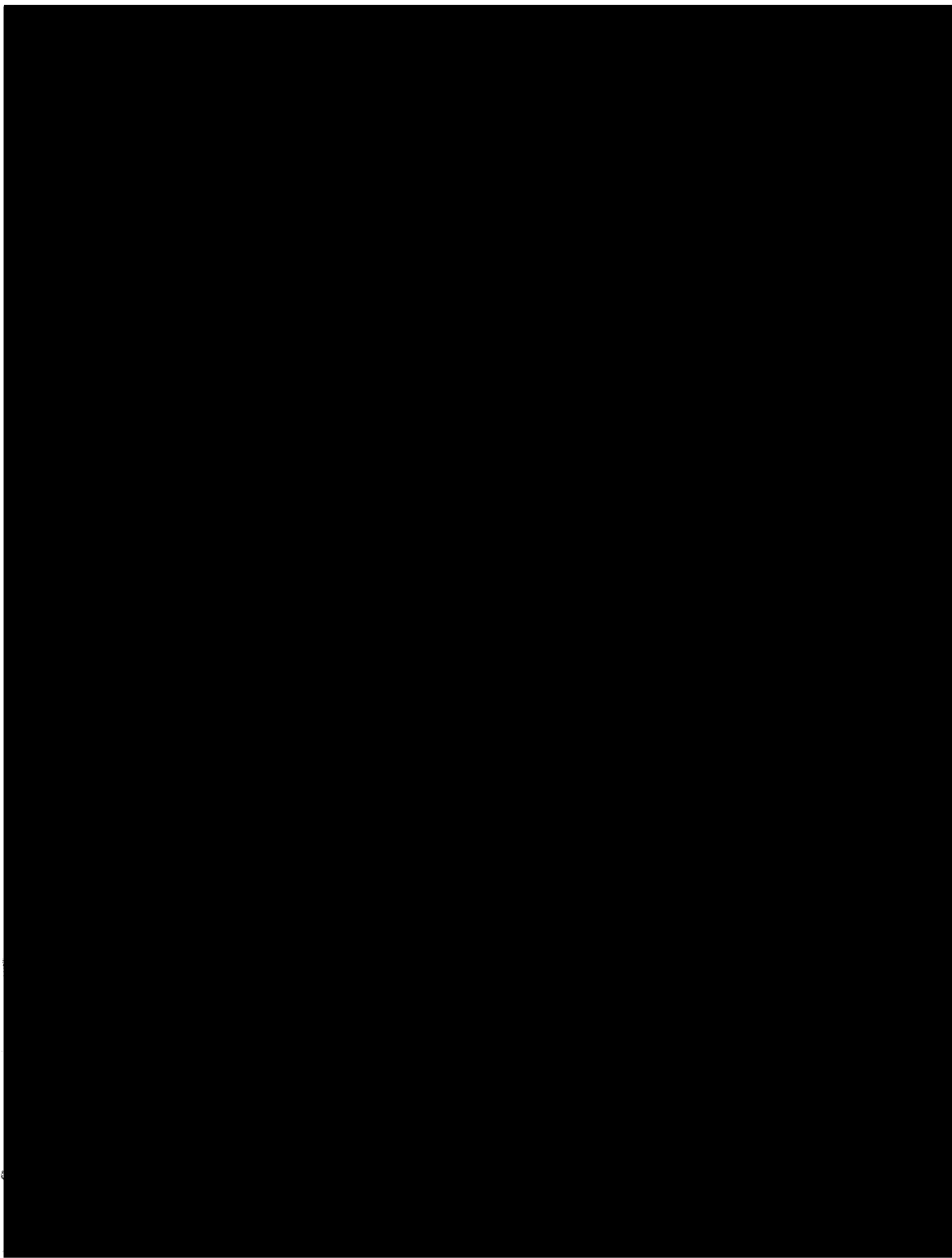
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Proc. Server

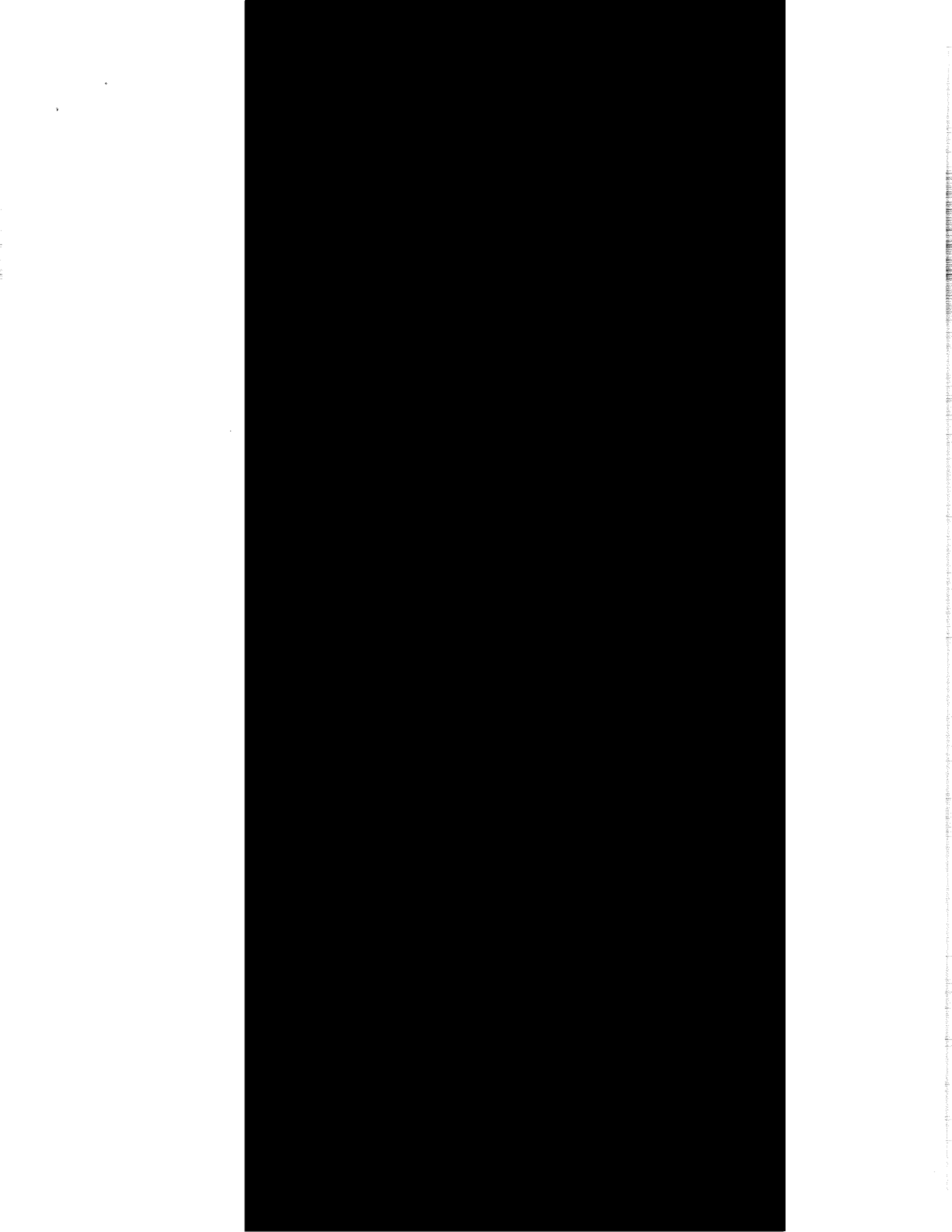


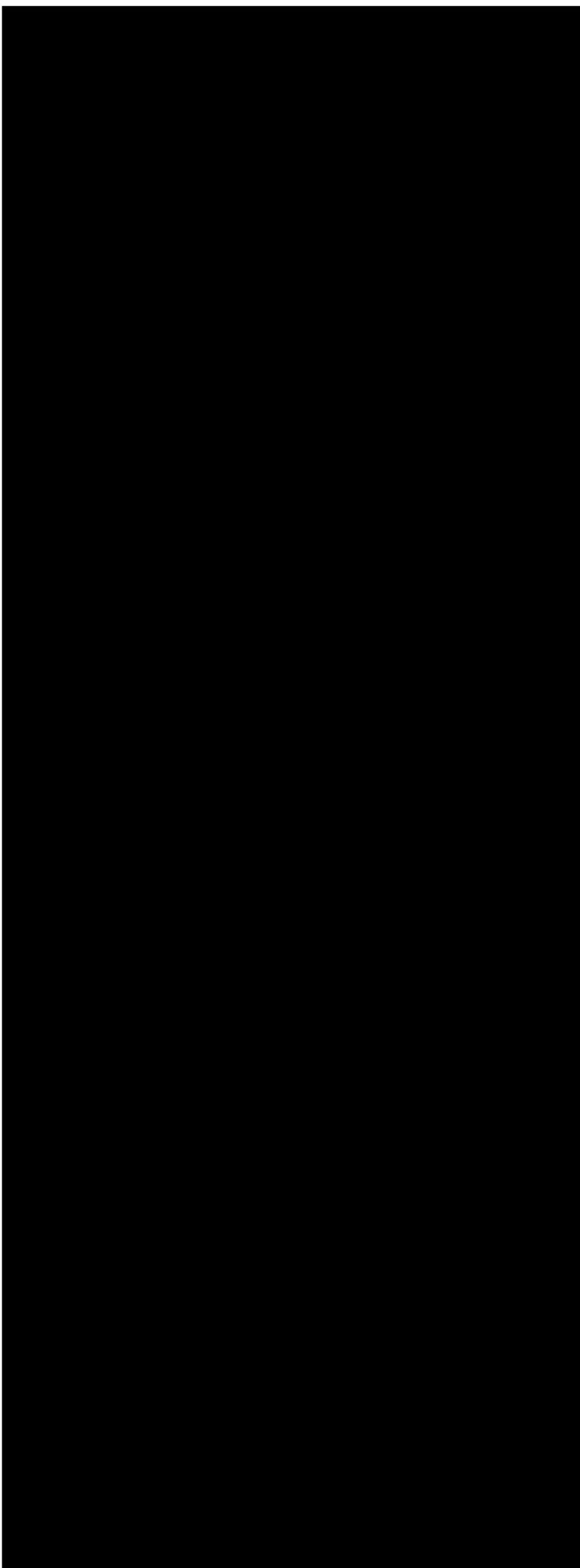














Chrysler • Jeep • Dodge

400 Route 18 North
East Brunswick, NJ 08816
(732) 387-2600

SERVICE DEPARTMENT HOURS
8:00 a.m. to 6:00 p.m.
Monday - Friday

R/O Open Date	1/03/19
R/O Close Date	1/07/19
Mileage In	6135
Mileage Out	6135
Service Advisor / Tag #	Ann Schulz/1094
Vehicle Identif	1C4HJXFG
Delivery Date	8/17/18
Color	OCEAN BLUE
License Number	

Year	2018	Make	JEEP	Model	WRANGLER UNLI	Body	RUBICON 4X4
Work Phone		Home Phone					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: [REDACTED]	
#1 - QL RT: CUSTOMER STATES PERFORM TIRE ROTATION ROTATE TIRES Tech: Michael Malgioglio(041) XTRA 2 PERFOREMD ROTATION	Warranty
#2 - MR 24PT: 24 POINT INSPECTION MULTI-POINT INSPECTION (ACCORDING TO MAINTENANCE INTERVAL) PERFORMED INSPECTION	
#3 - MR ECPSR12N*: SYNTHETIC 1 YEAR 2 OIL 2 ROTATE PLAN WITH NEW CAR ESSENTIAL CARE PLATINUM SYNTHETIC WITH TIRE ROTATIONS (ECPSR12N) Tech: Michael Malgioglio(041) XTRA 2 PERFORMED LOF	Internal
#4 - QL 01LOFS: PERFORM FULL SYNTHETIC OIL AND FILTER CHANGE, TOP Tech: George Santiago(040) EXTRA 2 Installed 68191349AC :FILTER: ENGINE OIL Qty: 1 Installed 68283520AA :OIL: 0W20 Qty: 6	Warranty Warranty Warranty
***** * Thank you for taking a minute to post your review about * * your experience at Route 18 CJD * * DealerRater.com/rateus * *****	

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

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

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



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(732) 387-2600

SERVICE DEPARTMENT HOURS
8:00 a.m. to 6:00 p.m.
Monday - Friday

R/O Open Date	7/03/19
R/O Close Date	7/05/19
Mileage In	13441
Mileage Out	134423
Service Advisor / Tag #	Jeffrey Henry/8674
Vehicle Identification Number	1C4HJXFG2J
Delivery Date	8/17/18
In-Service Date	8/17/18
Color	OCEAN BLUE
License Number	

Year	Make	Model	Body
2018	JEEP	WRANGLER UNLI	RUBICON 4X4

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell	
#1 - MR 24PT: 24 POINT INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00 MULTI-POINT INSPECTION (ACCORDING TO MAINTENANCE INTERVAL)	
#2 - QL RT: CUSTOMER STATES PERFORM TIRE ROTATION ROTATE TIRES Tech: George Santiago(040) EXTRA 2 PERFORMED LOF AND TIRE ROTATION	Warranty
#3 - QL 01LOFS: PERFORM FULL SYNTHETIC OIL AND FILTER CHANGE, TOP Tech: George Santiago(040) EXTRA 2 Installed 68191349AC :FILTER: ENGINE OIL Qty: 1 Installed 68283520AA :OIL: 0W20 Qty: 6 ***** * Thank you for taking a minute to post your review about * * your experience at Route 18 CJD * * DealerRater.com/rateus * *****	Warranty Warranty Warranty

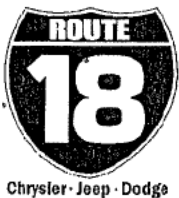
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. *I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control 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.

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



400 Route 18 North
East Brunswick, NJ 08816
(732) 387-2600

SERVICE DEPARTMENT HOURS
8:00 a.m. to 6:00 p.m.
Monday - Friday

R/O Open Date	7/23/19	R/O Close Date	7/26/19	Status	Reprint
Mileage In	14421	Mileage Out	14436	Service Advisor / Tag #	Ann Schulz/9771
Vehicle Identification Number	1C4HJXFG2J	Delivery Date	8/17/18	In-Service Date	8/17/18
Color	OCEAN BLUE	License Number			

Year	2018	Make	JEEP	Model	WRANGLER UNLI	Body	RUBICON 4X4	Color	OCEAN BLUE	License Number	
------	------	------	------	-------	---------------	------	-------------	-------	------------	----------------	--

DES	Cell:	AMOUNT
#1 -	MR 09CH: ENGINE CONCERN ENGINE MECHANICAL CONCERN CHECK ENGINE LITE WAS ON, TROUBLE STARTING, STEERING WHEEL WOULD STAY LOCKED, ALL WARNING LIGHTS HAD COME ON, TRUCK NEEDED TO BE RESTARTED Corrected by 1819109V: Tech: JOHN SOWDER(008) 30 XTRA 2 Corrected by 85410000: Tech: JOHN SOWDER(008) 30 XTRA 2 STORED DTC S, STARTS FINE, UPDATED ABS AS PER TSB# 08-040-19 FOR DTC C1252-92, VERIFIED PROPER OPERATION ***** * Thank you for taking a minute to post your review about * * your experience at Route 18 CJD * * DealerRater.com/rateus * *****	Warranty Warranty

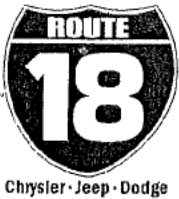
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control 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.

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



400 Route 18 North
East Brunswick, NJ 08816
(732) 387-2600

SERVICE DEPARTMENT HOURS
8:00 a.m. to 6:00 p.m.
Monday - Friday

R/O Open Date	2/13/20	Status	Reprint
R/O Close Date	2/13/20	Mileage In	21452
Mileage Out	21453	Service Advisor / Tag #	Michael Nabinge/8221
Vehicle Identification Number	1C4HJXFG2	Delivery Date	8/17/18
In-Service Date	8/17/18	Color	OCEAN BLUE
License Number			

Year	Make	Model	Body
2018	JEEP	WRANGLER UNLI	RUBICON 4X4

DE	AMOUNT
Cell: [REDACTED]	
#1 - QL RT: CUSTOMER STATES PERFORM TIRE ROTATION Tech: Dominick Torre(021) 30 XTRA 2 rotated tires	Warranty
#2 - MR 24PT: 24 POINT INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00	
#3 - MR RECALLS: RECALLS V41: CUSTOMER SATISFACTION NOTIFICATION V41 - STEERING DAMPER** Corrected by 02V41182: Tech: Dominick Torre(021) 30 XTRA 2 Installed CCUKV411AA :DAMPER: STEERING WHEEL Qty: 1 Installed CCUKV413AA :DAMPER: STEERING WHEEL Qty: 1 replaced damper as per recall	Warranty Warranty Warranty
#4 - MR 08CH: ELECTRICAL CUSTOMER REQUESTS PERFORM FUEL INJECTION AND THROTTLE BODY SERVICES Tech: Dominick Torre(021) 30 XTRA 2 Installed 4475 :THROTTLE BODY SERVICE KIT 1@39.00 Installed 5554 :FUEL INJECTION KIT 1@40.97 Sub Total: Labor: 199.03 Parts: 79.97 Total: 279.00 performed fuel and throttle services	199.03 39.00 40.97
#5 - QL 01LOFS: PERFORM FULL SYNTHETIC OIL AND FILTER CHANGE, TOP	

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	

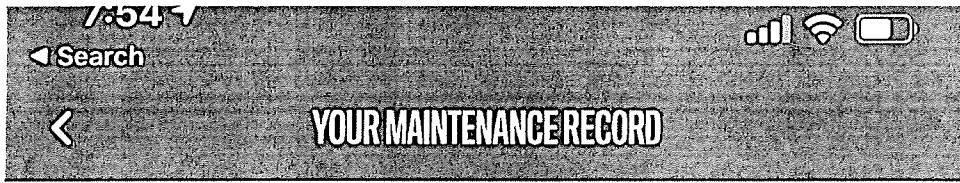
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.
X



SERVICE DEPARTMENT HOURS
8:00 a.m. to 6:00 p.m.
Monday - Friday

[REDACTED]			Work Phone
			Home Phone
			[REDACTED]
Year	Make	Model	Body
2018	JEEP	WRANGLER UNLI	RUBICON 4X4
[REDACTED]	[REDACTED]		

© 2011 DEALERTRACK SYSTEMS, Inc. - Dealership Application Group (200) 945-1029



13,441 MILES

DETAILS

Service Date

July 05, 2019

Description

vehicle Inspection(s), Rotate/Balance wheels, Check fluid levels, Lube/oil/filter, vehicle Inspection(s), Check fluid levels, Lube/oil/filter, vehicle Inspection(s)

Service Provider

Route 18 Chrysler Jeep Dodge Ram

Location

East Brunswick, NJ





YOUR MAINTENANCE RECORD

14,421 MILES

DETAILS

Service Date

July 26, 2019

Description

engine

Service Provider

Route 18 Chrysler Jeep Dodge Ram

Location

East Brunswick, NJ





21,452 MILES

DETAILS

Service Date

February 14, 2020

Description

**Rotate/Balance wheels, vehicle Inspection(s),
Miscellaneous, electrical system, Check fluid levels,
Lube/oil/filter, vehicle Inspection(s), Check fluid levels,
Lube/oil/filter, vehicle Inspection(s)**

Service Provider

Route 18 Chrysler Jeep Dodge Ram

Location

East Brunswick, NJ



6,135 MILES

DETAILS

Service Date

January 07, 2019

Description

**Rotate/Balance wheels, vehicle Inspection(s), Rotate/
Balance wheels, scheduled Maintenance, Lube/oil/filter,
Check fluid levels, Lube/oil/filter, vehicle Inspection(s),
Check fluid levels, Lube/oil/filter, vehicle Inspection(s)**

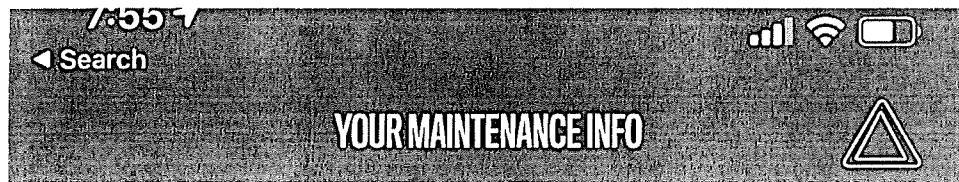
Service Provider

Route 18 Chrysler Jeep Dodge Ram

Location

East Brunswick, NJ





RECOMMENDED

RECORDS

RECALLS

Last Updated May 24, 2020
Showing 0 Recalls, 2 Campaigns

SAFETY RECALLS



Great news - Your vehicle doesn't have outstanding safety recalls

CAMPAIGN



2018 - 2019 JL STEERING DAMPER

 Complete

2018-2020 JL REAR QUARTER WINDOWS

 Complete

TAKATA AIRBAG INFLATOR RECALLS

FCA US is conducting a safety recall of certain vehicles with driver and/or passenger airbag inflators manufactured by the Takata Corporation.

To see if your vehicle is included, view your recalls above or **visit the website** for more information.

If your vehicle is affected, please call **1-866-220-6765** to schedule an appointment for a FREE Takata airbag inflator



FedEx
Express

RT 467
ST 16
B 4
16:00
1926
06:12

Align top of FedEx Express® shipping label here.

mailroom

ORIGIN ID: CATHLEEN KIMMEL & ASSOCIATES 30 EAST BAYVIEW PHILADELPHIA, PA 19102
SHIP DATE: 06/10/2020
SHIP TO: TWG 100 LB
SHIP ID: 1005475/INLET20

AMBLER, PA 19002
UNITED STATES US

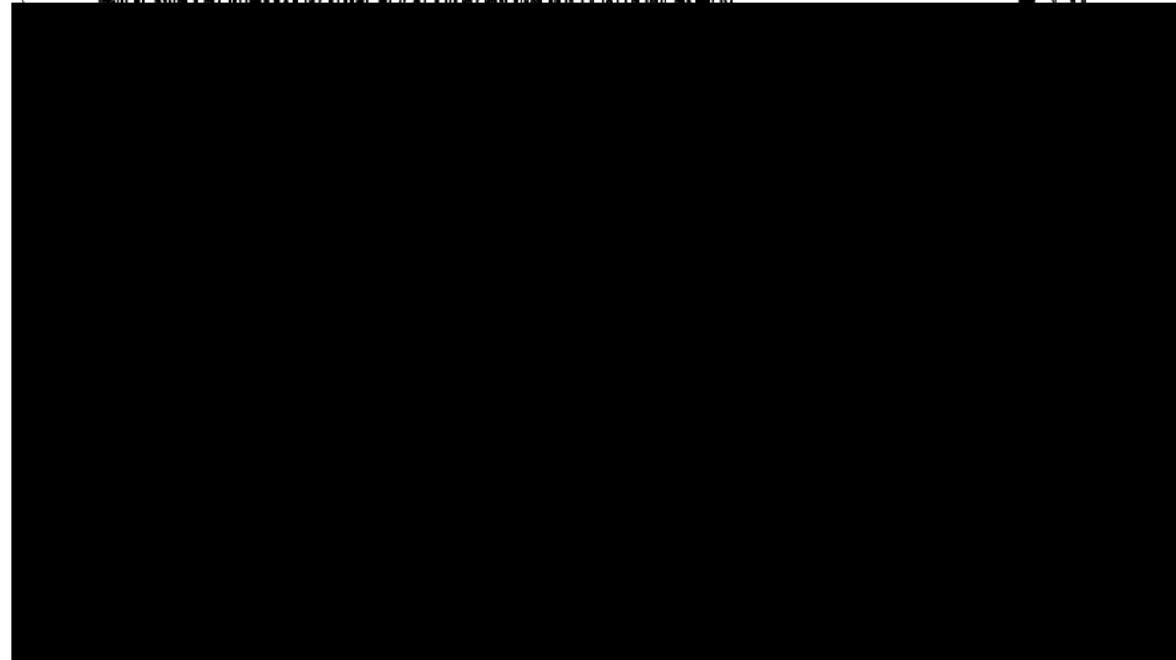
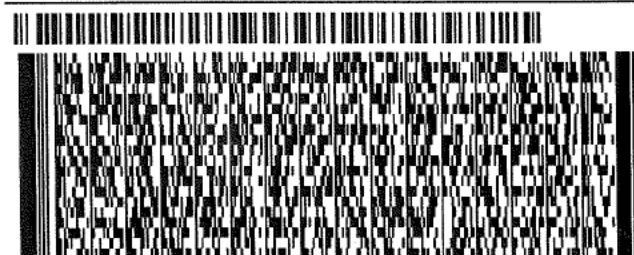
BILL SENDER

TO: FCA US LLC
WARRANTY LITIGATION DEPARTMENT
1000 CHRYSLER DRIVE
CIMS 485-13-62
AUBURN HILLS MI 48326

56BJ1K7DDJFE4A

DEEL HERE

Manager - Print Your Label(s)



Pak

Fold along dotted line to close.

bill or pouch here.

6/10/2020

**Service of Process
Transmittal**

06/18/2020

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 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: Summons, Complaint, Jury Demand, Designation, Case Information Statement

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

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2018 Jeep Wrangler, VIN: 1C4HJXFG2JW [REDACTED]

ON WHOM PROCESS WAS SERVED: The Corporation Trust Company, West Trenton, NJ

DATE AND HOUR OF SERVICE: By Process Server on 06/18/2020 at 12:37

JURISDICTION SERVED : New Jersey

APPEARANCE OR ANSWER DUE: Within 35 days from the date you received this summons, not counting the date you received it

ATTORNEY(S) / SENDER(S): Jacqueline C. Herritt
Kimmel & Silverman, P.C.
Executive Quarters
1930 E. Marlton Pike
Suite Q29
Cherry Hill, NJ 08003
(856) 429-8334

ACTION ITEMS: CT will retain the current log

Image SOP

Email Notification, Lance Arnott SOPVerification@wolterskluwer.com

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

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

SUMMONS

Attorney(s) JACQUELINE C. HERRITT, ESQUIRE

Office Address Executive Quarters
1930 E. Marlton Pike, Suite Q29

Town, State, Zip Code Cherry Hill, NJ 08003

Telephone Number 856-429-8334

Attorney(s) for Plaintiff


Plaintiff(s)

Vs.

FCA US LLC

Defendant(s)

Superior Court of New Jersey

SOMERSET COUNTY 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.

Michelle M. Smith
Clerk of the Superior Court

DATED: June 15, 2020

Name of Defendant to Be Served: FCA US LLC

Address of Defendant to Be Served: 820 Bear Tavern Road, West Trenton, NJ

[REDACTED]

Jacqueline C. Herritt, Esquire
Identification No. 009131997
Jason L. Greshes, Esquire
Identification No. 037512001
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
(856) 429-8334

ATTORNEYS FOR PLAINTIFF

[REDACTED]

SUPERIOR COURT OF NEW JERSEY
SOMERSET COUNTY

v.

FCA US LLC
c/o CT Corporation
820 Bear Tavern Road
Suite 305
West Trenton, NJ 08628

CIVIL ACTION

NO.

COMPLAINT

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the State of New Jersey, [REDACTED] Somerset, NJ [REDACTED]

2. Defendant, FCA US LLC, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address and principal place of business located at 12000 Chrysler Drive, Highland Park, Michigan 48288-1919, and can be served at c/o CT Corporation, 820 Bear Tavern Road, Suite 305, West Trenton, NJ 08628.

3. The Plaintiff brings this Complaint seeking repurchase or replacement of the involved motor vehicle, at Plaintiff's option, pursuant to the New Jersey Lemon Law and as such, the Lemon Law is Plaintiff's fundamental cause of action. The Plaintiff's claims under the Magnuson Moss Warranty Act are secondary to the Plaintiff's Lemon Law claims and are sought by the Plaintiff as an alternative plea for relief should the trier of fact and law determine that the vehicle's repair history does not warrant the relief provided by the Lemon Law.

BACKGROUND

4. On or about August 17, 2018 Plaintiff leased a new 2018 Jeep Wrangler, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1C4HJXFG2 [REDACTED]

5. The vehicle was leased in the State of New Jersey and is registered in the State of New Jersey.

6. The lease price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$38,899.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

7. 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.

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

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

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

11. During the first 24 months and/or 24,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: engine; tires; electrical; steering and suspension system. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

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

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

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

15. Route 18 CJDR - East Brunswick, NJ, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

16. On or about August 20, 2018, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

17. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

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

19. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

- a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date 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.

20. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

- 
- a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 24,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
 - (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
 - (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.
 - b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

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

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

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

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

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

26. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

27. Pursuant to N.J.S.A. 56:12-29 et seq., Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

32. 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.

33. 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.

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

35. 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.

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

37. As a direct and proximate result of Defendant's failure to comply with the express written warranties, the Defendant has breached said warranties, has violated the Magnuson-Moss Warranty Improvement Act, the Plaintiff has suffered damages and, in accordance with 15

[REDACTED]

U.S.C. §2310(d)(1), the Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

38. As a direct and proximate result of Defendant's failure to comply with the express written and/or implied warranties, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. §2310(d)(1) and NJ Stat. Ann. 12A, including but not limited to 12A:2-713, 12A:2-714 and 12A:2-715 and/or 12A:2A-518, 12A:2A-519 and 12A:2A-520, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief and hereby does so through this Complaint.

39. Plaintiff avers Defendant's Dispute Resolution Program is not in compliance with 16 CFR 703 by the FTC for the period of time this claim was submitted.

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

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

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

43. Such damages include, but are not limited to, the sales 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.

44. 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.

[REDACTED]

KIMMEL & SILVERMAN, P.C.

By: _____

JA

Attorney for Plaintiff
Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
(856) 429-8334

[REDACTED]

JURY-DEMAND

Plaintiff hereby demands a trial by jury as to all the issues

KIMMEL & SILVERMAN, P.C.

By: _____

[REDACTED]
Attorney for Plaintiff

E

CERTIFICATION PURSUANT TO R.4:15-1

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

KIMMEL & SILVERMAN, P.C.

By: _____

[REDACTED]
Attorney for Plaintiff

QUIRE

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, Jason L. Greshes, Attorney ID
Number 037512001, is designated as trial counsel for plaintiff, [REDACTED] in this case.

KIMMEL & SILVERMAN, P.C.

By: _____

JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

Civil Case Information Statement

Case Details: SOMERSET | Civil Part Docket

Case Caption: VS FCA US LLC

Case Initiation Date: 06/15/2020

Attorney Name: JACQUELINE C HERRITT

Firm Name: KIMMEL & SILVERMAN, PC

Address: 1930 E MARLTON PIKE STE Q29

CHERRY HILL NJ 080030000

Phone: 8564298334

Name of Party: PLAINTIFF

Name of Defendant's Primary Insurance Company
(if known): Unknown

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: 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? NO

If yes, is that relationship:

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)

06/15/2020
Dated

/s/ JACQUELINE C HERRITT
Signed

Case Details | Case Number

Case Caption [REDACTED] VS FCA US LLC

Court: Civil Part

Venue: SOMERSET

Case Initiation: 06/15/2020

Case Track: 1

Case Status: Active

Jury Demand: YES - 6 JURORS

Case Type: LEMON LAW

Judge: CICCONE, YOLANDA

Team: 1

Law Firm Case ID:

Transaction Information

Transaction ID [REDACTED]

Received by eCourts On: 06/15/2020

Total Payment Amount: \$250.00

Documents Received:

COMPLAINT**Case Information Statement**

LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
1518 Willow Lawn Drive
Richmond, VA 23230

Telephone (888) 415-0610
Facsimile (888) 809-7010
Email: info@lemonlawgrouppartners.com

June 23, 2020

FCA US LLC
P.O. Box 21-8004
Auburn Hills, MI 48321-8004

Re: [REDACTED]

Vehicle: 2018 Jeep Wrangler
VIN: 1C4HJXDG5 [REDACTED]

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 Aaron Cluett
Attorney for Plaintiff

CC: Southern Dodge Chrysler Jeep Ram FIAT, 2747 N Military Hwy, Norfolk, VA 23518

RECEIVED

JUL 01 2020

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

FCAUS LLC
Office of the General Counsel

2020

OA
nent

361752-34-23-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

USPS CERTIFIED MAIL™



1*****SNGLP 480

FCA US LLC
PO Box 218004
Auburn Hills, MI 48321-8004



3332492313PRI
Lemon Law Group Partners PLC
3323 163rd St, Suite 504
North Miami Beach, FL 33160

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USPS CERTIFIED MAIL™



1*****SNGLP 480

FCA US LLC
PO Box 218004
Auburn Hills, MI 48321-8004



LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law

150 N Robertson Blvd

Suite 307

Beverly Hills, CA 90211

Telephone (888) 415-0610

Facsimile (888) 809-7010

Email: info@lemonlawgrouppartners.com

RECEIVED

March 23, 2020

APR 02 2020

FCA US LLC

P.O. Box 21-8004

Auburn Hills, MI 48321-8004

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

Re: [REDACTED]

Vehicle: 2018 Jeep Wrangler

VIN: 1C4HJXDG7 [REDACTED]

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.

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Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

By: s/n Kathryn Abrams

Of Counsel Attorney for Plaintiff

CC: West Valley Chrysler Dodge Jeep Ram, 21415 Roscoe Blvd, Canoga Park, CA 91304

FCAUS LLC

Office of the General Counsel

MAR 31 2020

eg/Agent/
roc.Server

**Service of Process
Transmittal**

02/26/2021

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], etc., Pltf. vs. FCA US, LLC, etc., et al., Dfts.
Name discrepancy noted.

DOCUMENT(S) SERVED: Summons, Cover Sheet, Instructions, Complaint, Exhibit(s)

COURT/AGENCY: Orange County - Superior Court - Santa Ana, CA
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2018 Jeep Wrangler Unlimited Rubicon,
VIN: 1C4HJXFG6J [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 02/26/2021 at 02:36

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S) / SENDER(S): Norman F. Taylor
NORMAN TAYLOR & ASSOCIATES
425 West Broadway, Suite 220
Glendale, CA 91204-1269
818.244.3905

ACTION ITEMS: CT has retained the current log, Retain Date: 03/01/2021, Expected Purge Date:
03/06/2021

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, Feb 26, 2021

Server Name: Bernard Richards

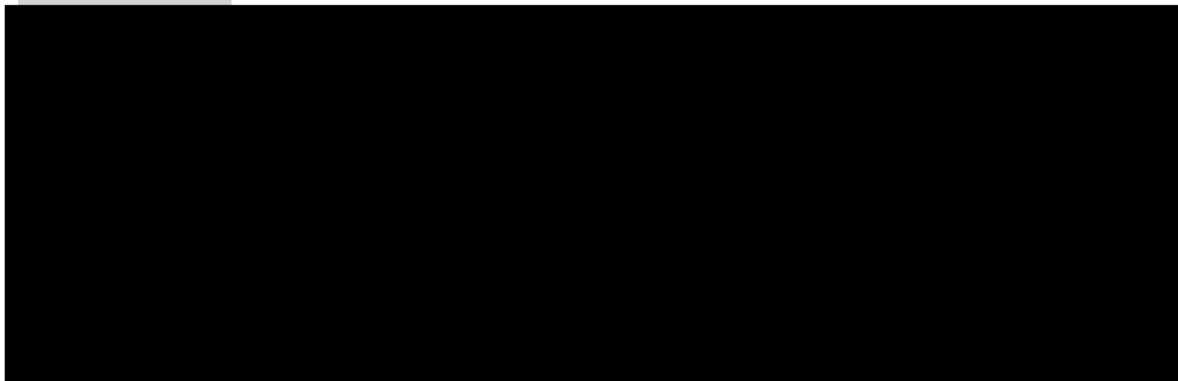
Entity Served FCA US LLC

Agent Name C T CORPORATION SYSTEM (C0168406)

Case Number

Jurisdiction

CA



SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

FCA US, LLC, a limited liability company; TUTTLE-CLICK, INC., a corporation;
and DOES 1 through 50, inclusive.

YOU ARE BEING SUED BY PLAINTIFF:

(Usted está siendo demandado por el demandante):

an individual.

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

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):

Orange County Superior Court- Central Justice Center
700 Civic Center Drive, Santa Ana, CA 92701

CASE NUMBER

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):

Norman Taylor and Associates, 425 West Broadway, Suite 220, Glendale, CA 91204- (818) 244-3905

DATE: 02/10/2021 DAVID H. YAMASAKI, Clerk of the Court
(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)).

Hailey McMaster



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

FCA US, LLC, a limited liability company

3. ☒ on behalf of (specify):

- | | |
|---|---|
| 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): | |

4. ☐ by personal delivery on (date):

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Norman F. Taylor, Esq. (SBN 127325) Norman Taylor & Associates 425 West Broadway, Suite 220 Glendale, CA 91204 TELEPHONE NO.: (818) 244-3905 FAX NO.: (818) 244-6052 ATTORNEY FOR (Name): Plaintiff		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 Civic Center Drive MAILING ADDRESS: 700 Civic Center Drive CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center		
CASE NAME: 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: Judge Stephanie George DEPT:

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 | 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; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 1) Breach of Express Warranty 2) Breach of Implied Warranty
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.

Date: January 29, 2021
Norman F. Taylor, Esq.

(TYPE OR PRINT NAME)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (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

1 Norman F. Taylor, Esq. (SBN: 127325)
2 **NORMAN TAYLOR & ASSOCIATES**
3 425 West Broadway, Suite 220
4 Glendale, California 91204-1269
5 Telephone: 818.244.3905
6 Facsimile: 818.244.6052
7 nft@normantaylor.com

8 Attorney for Plaintiff,
9 [REDACTED]

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF ORANGE – CENTRAL JUSTICE CENTER**

12 Assigned for All Purposes
13 Judge Stephanie George

14 [REDACTED] an individual,
15 Plaintiff,

16 vs.

17 FCA US, LLC, a limited liability company;
18 TUTTLE-CLICK, INC., a corporation; and
19 DOES 1 through 50, inclusive,

20 Defendants.

Case [REDACTED]

**COMPLAINT RE VIOLATION OF THE
SONG-BEVERLY CONSUMER
WARRANTY ACT [“ACT”] {Civil Code §§
1790 et seq.}**

1. **BREACH OF EXPRESS
WARRANTY OBLIGATIONS
UNDER THE ACT;**
2. **BREACH OF IMPLIED
WARRANTY OBLIGATIONS
UNDER THE ACT**

DEMAND FOR JURY TRIAL

UNLIMITED CIVIL CASE
Amount In Controversy Exceeds \$25,000

21 Plaintiff, [REDACTED] (hereinafter referred to as “PLAINTIFF”), hereby alleges as follows:

22 //

23 //

24 //

1 and collectively referred to as the "MANUFACTURER"), manufactured and/or distributed, in the
2 United States and the State of California, a consumer good identified as a 2018 Jeep Wrangler
3 Unlimited Rubicon bearing vehicle identification number 1C4HJXFG6J [REDACTED] (hereinafter
4 referred to as the "SUBJECT VEHICLE"), for its eventual lease to retail lessees. A true and correct
5 copy of the Motor Vehicle Lease Agreement is attached hereto as Exhibit "A" and incorporated by
6 this reference.

7 7. At all times mentioned herein, the SUBJECT VEHICLE was, and is, a "new motor
8 vehicle" as defined at Civil Code § 1793.22(e)(2) of the Song-Beverly Consumer Warranty Act, Civil
9 Code §§ 1790 et seq. (hereinafter referred to as the "ACT"), in that said SUBJECT VEHICLE was a
10 new motor vehicle leased with the MANUFACTURER's new car warranty.

11 8. On or about May 17, 2018, PLAINTIFF leased the SUBJECT VEHICLE for personal,
12 family, and/or household purposes, from Defendant TUTTLE-CLICK, INC., an authorized dealer and
13 agent of MANUFACTURER, and/or DOES 21 through 50, inclusive, and each of them (hereinafter
14 individually and collectively referred to as "DEALER"), retail merchants authorized by
15 MANUFACTURER to do business in the State of California on behalf of MANUFACTURER, for a
16 total consideration over the term of the contract of \$23,095.38 and a residual value of \$34,547.40.

17 9. MANUFACTURER appended to the SUBJECT VEHICLE an express written "new
18 car" warranty in which it warranted to perform any repairs or replacement of parts necessary to ensure
19 that the SUBJECT VEHICLE and the components therein were free from all defects in material and
20 workmanship, and to perform any adjustments necessary to maintain the utility of the SUBJECT
21 VEHICLE and the parts, components, and various electrical and/or mechanical systems contained
22 therein, for a period of 3 years/36,000 miles. A true and correct copy of the express warranty summary
23 is attached hereto as Exhibit "B" and incorporated by this reference.

24 10. PLAINTIFF duly performed all the conditions on his part under the lease contract
25 and under each of the express warranties referenced above, except insofar as the acts and/or
26 omissions of all Defendants herein, and each of them, as hereinafter alleged, prevented and/or
27 excused such performance.

28 11. a) On or about March 2, 2019, and at an odometer reading of or around 13,269

1 miles, PLAINTIFF returned the SUBJECT VEHICLE to Defendants for repairs under the warranties
2 referenced above because it exhibited defects, nonconformities, maladjustments or malfunctions
3 relating to, *inter alia*, a high pitched sound during cold start, and multiple communications errors
4 found.

5 b) Subsequently, the SUBJECT VEHICLE exhibited further and additional
6 defects, nonconformities, maladjustments or malfunctions in the same components or systems
7 including but not limited to the vehicle going into limp home mode, PCM out of date, TCM out of
8 date, check engine light is on, all the lights on the dash board came on, steering became hard to steer
9 when driving, found debris in connector, when trying to lock and unlock the vehicle it would not
10 respond to the command, the service shifter light is on, the 4 WD system light is on, the 4 wheel hi/2
11 wheel high is blinking, all lights on dash are blinking, the technician attempted to start vehicle but
12 vehicle did not start, all lights on the instrument cluster came on, found multiple DTCs for Battery
13 "A" charging performance, found multiple DTCs for Battery "B" charging performance, replaced
14 both batteries, vehicle stalls, after 5 mile test drive BCM lost configuration, found after market alarm
15 system tied into BUS wires, alarm box and resistance on BUS wiring is crashing data codes, TCM
16 lost data, found severe mud build, trans/engine is corroded, chassis harness is corroded, water and
17 mud intrusion found in air filter/intake boot, vehicle's wiring would have to be replaced for proper
18 operations and communication of modules, valve body assembly has to be replaced, corrosion of
19 water/mud into connector and pins of the TCM valve body, wiring harnesses must be replaced for
20 proper CAN C BUS communications, vehicle will still fail to shift, and technician recommended not
21 to drive vehicle and recommended tow.

22 12. a) On each occasion on which the SUBJECT VEHICLE exhibited defects, non-
23 conformities, misadjustments, or malfunctions, as hereinabove described, PLAINTIFF notified
24 MANUFACTURER, through TUTTLE-CLICK or one of MANUFACTURER'S other authorized
25 service and repair facilities, within a reasonable time after PLAINTIFF's discovery thereof.

26 b) On each occasion of notification, PLAINTIFF attempted to invoke the
27 applicable warranties, demanding that the authorized repair facilities repair such nonconformities
28 pursuant to the warranties.

1 13. a) On each such occasion, Defendants, and each of them, represented to
2 PLAINTIFF that they could and would make the SUBJECT VEHICLE conform to the applicable
3 warranties, and/or that they had successfully repaired the SUBJECT VEHICLE.

4 b) However, Defendants, and each of them, failed to make the SUBJECT
5 VEHICLE conform to the applicable warranties, despite a reasonable number of attempts to do so.

6 14. PLAINTIFF discovered that Defendants, and each of them, were unable or unwilling
7 to make the SUBJECT VEHICLE conform to the applicable warranties.

8
9 **FIRST CAUSE OF ACTION**

10 **(Breach of Express Warranty Obligations under the ACT)**
11 **(Against Defendants FCA US, LLC and Does 1 through 50, inclusive)**

12 15. PLAINTIFF realleges each and every paragraph contained in the GENERAL
13 ALLEGATIONS set forth hereinabove, and hereby incorporates them by this reference as though
14 fully set forth herein.

15 16. The actions of MANUFACTURER and Doe Defendants, and each of them, in failing
16 to perform the proper repairs, parts replacements, and/or adjustments to make the SUBJECT
17 VEHICLE conform to the applicable express warranties constitute a breach of the express warranties
18 that MANUFACTURER provided to PLAINTIFF, thereby breaching MANUFACTURER and Doe
19 Defendants' obligations under the ACT.

20 17. a) As the result of the actions of MANUFACTURER and Doe Defendants, and
21 each of them, and pursuant to the provisions of the ACT, PLAINTIFF is entitled to replacement of the
22 SUBJECT VEHICLE, or restitution of the amount actually paid or payable under the contract, at
23 PLAINTIFF's option, plus prejudgment interest thereon at the legal rate.

24 b) PLAINTIFF will seek leave of the Court to amend this Complaint to set forth
25 the exact amount of restitution and interest, upon election, when ascertained.

26 18. a) As a further result of the actions of MANUFACTURER and Doe Defendants,
27 and each of them, and pursuant to the ACT, PLAINTIFF has sustained and are entitled to incidental
28 damages in an amount yet to be determined, plus interest thereon at the legal rate.

 b) PLAINTIFF will seek leave of the Court to amend this Complaint to set forth

1 the exact amount of incidental damages when ascertained.

2 19. a) As a further result of the actions of MANUFACTURER and Doe Defendants,
3 and each of them, and pursuant to the ACT, PLAINTIFF has sustained and are entitled to
4 consequential damages in an amount yet to be determined, plus interest thereon at the legal rate.

5 b) PLAINTIFF will seek leave of the Court to amend this Complaint to set forth
6 the exact amount of consequential damages when ascertained.

7 20. a) MANUFACTURER and Doe Defendants, and each of them, failed to perform
8 the necessary repairs or service in a good and workmanlike manner.

9 b) The actions taken by MANUFACTURER and Doe Defendants, and each of
10 them, were insufficient to make the SUBJECT VEHICLE conform to the express warranties and/or
11 proper operational characteristics of like vehicles, all in violation of MANUFACTURER and Doe
12 Defendants' obligations under the ACT.

13 21. Although MANUFACTURER and Doe Defendants, and each of them, were unable to
14 service or repair the SUBJECT VEHICLE to conform to the applicable express warranties after a
15 reasonable number of attempts, MANUFACTURER and Doe Defendants failed to replace the
16 SUBJECT VEHICLE or make restitution to PLAINTIFF in accordance with the ACT.

17 22. MANUFACTURER and Doe Defendants, and each of them, knew of their obligations
18 under the ACT but intentionally failed or declined to fulfill them.

19 23. The failure of MANUFACTURER and Doe Defendants, and each of them, to make the
20 SUBJECT VEHICLE conform to the applicable express warranties was willful, justifying an award of
21 a Civil Penalty as provided in the ACT in an amount not to exceed two (2) times PLAINTIFF's actual
22 damages.

23 24. The failure of MANUFACTURER and Doe Defendants, and each of them, to replace
24 the SUBJECT VEHICLE or make restitution to PLAINTIFF was willful, justifying an award of a Civil
25 Penalty as provided in the ACT in an amount not to exceed two (2) times PLAINTIFF's actual
26 damages.

27 25. a) MANUFACTURER and Doe Defendants, and each of them, knew of their
28 obligations under the ACT, but, nevertheless, defendants and each of them have had a reasonable

number of attempts to repair, have failed to make the SUBJECT VEHICLE conform to its warranty and have failed to replace the SUBJECT VEHICLE or reimburse PLAINTIFF in amount equal to the purchase price, less PLAINTIFF's use of the vehicle, according to the mandates of the ACT.

b) The failure of MANUFACTURER and Doe Defendants, and each of them, to refund the consideration paid and payable, or to replace the SUBJECT VEHICLE with a similar vehicle free from defects, was willful and justifies an award of a Civil Penalty in an amount not to exceed two (2) times PLAINTIFF's actual damages, as provided in the ACT.

26. a) As a direct result of the actions of MANUFACTURER and Doe Defendants, and each of them, and in pursuing PLAINTIFF's claim, it was necessary for PLAINTIFF to retain legal counsel.

b) Pursuant to the ACT, PLAINTIFF is entitled to the recovery of attorneys' fees based upon actual time expended, and to the recovery of all costs and expenses reasonably incurred in pursuing this matter.

SECOND CAUSE OF ACTION
(Breach of Implied Warranty Obligations Under the ACT)
(Against All Defendants)

27. PLAINTIFF realleges each and every paragraph contained in the GENERAL ALLEGATIONS set forth hereinabove, and hereby incorporates them by reference as though fully set forth at length herein.

28. At the time that MANUFACTURER distributed the SUBJECT VEHICLE into commerce, and at the time that PLAINTIFF acquired the SUBJECT VEHICLE, Defendants, and each of them, impliedly warranted that the SUBJECT VEHICLE was merchantable as provided in the ACT.

29. The SUBJECT VEHICLE was not merchantable, as evidenced by the defects, non-conformities, maladjustments, and/or malfunctions as hereinabove alleged.

30. a) As the result of the actions of Defendants, and each of them, PLAINTIFF has sustained damage in the amount actually paid or payable under the contract, plus prejudgment interest thereon at the legal rate.

1 b) PLAINTIFF will seek leave to amend this Complaint to set forth the exact
2 amount thereof when ascertained.

3 31. a) As a further result of the actions of Defendants, and each of them, PLAINTIFF
4 has sustained incidental damages in an amount yet to be determined, plus interest thereon at the legal
5 rate.

6 b) PLAINTIFF will seek leave to amend this Complaint to set forth the exact
7 amount of incidental damages when ascertained.

8 32. a) As a further result of the actions of Defendants, and each of them, PLAINTIFF
9 has sustained consequential damages in an amount yet to be determined, plus interest thereon at the
10 legal rate.

11 b) PLAINTIFF will seek leave to amend this Complaint to set forth the exact
12 amount of consequential damages when ascertained.

13 33. The failure of Defendants, and each of them, to refund the consideration paid and
14 payable, or to replace the SUBJECT VEHICLE with a similar vehicle free from defects, justifies an
15 award of a Civil Penalty in an amount not to exceed two (2) times PLAINTIFF's actual damages, as
16 provided in the ACT.

17 34. a) As a direct result of the actions of Defendants, and each of them, and in pursuing
18 PLAINTIFF's claim, it was necessary for PLAINTIFF to retain legal counsel.

19 b) Pursuant to the ACT, PLAINTIFF is entitled to the recovery of attorneys' fees
20 based upon actual time expended, and to the recovery of all costs and expenses reasonably incurred in
21 pursuing this matter.

22
23 WHEREFORE, PLAINTIFF prays for judgment against Defendants, and each of them, as
24 follows:

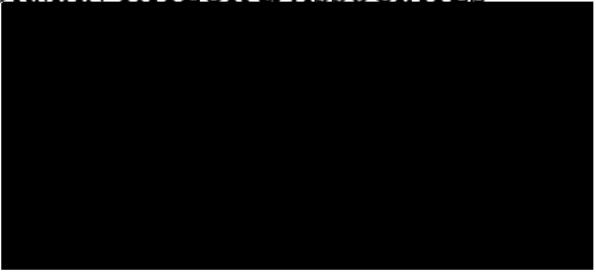
25
26 **AS TO THE FIRST AND SECOND CAUSES OF ACTION**

27 1. For replacement or restitution, at PLAINTIFF's option, as required under the ACT, in
28 an amount not less than \$57,642.78;

- 1 2. For incidental damages, according to proof;
2 3. For consequential damages, according to proof;
3 4. For prejudgment interest at the legal rate;
4 5. For a civil penalty as provided in the ACT, in an amount not to exceed two (2) times
5 the amount of PLAINTIFF's actual damages;
6 6. For attorneys' fees based upon actual time expended, according to proof;
7 7. For all costs and expenses of suit incurred; and,
8 8. For such other and further relief as this Court may deem just and proper.

9
10 DATED: January 29, 2021

NORMAN TAYLOR & ASSOCIATES

11
12 By 

13
14
15 DEMAND FOR JURY TRIAL

16 Plaintiff,  hereby demands trial by jury.

17
18 DATED: January 29, 2021

NORMAN TAYLOR & ASSOCIATES

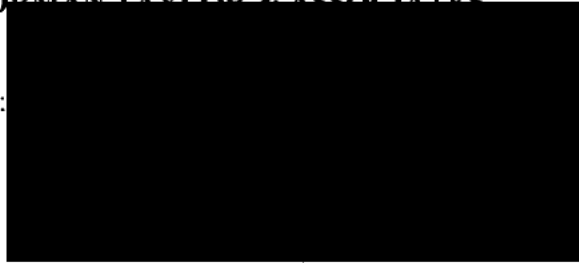
19
20 By: 

EXHIBIT "A"

MOTOR VEHICLE LEASE AGREEMENT - CLOSED-END - CALIFORNIA



1. LESSEE AND LESSOR

LESSEE AND CO-LESSEE Name: [REDACTED] Address: [REDACTED] FULLERTON CA [REDACTED] County: ORANGE	LESSOR Name: TUTTLE-CLICK INC. Address: 40 AUTO CENTER DRIVE IRVINE CA 92618
LEASE NUMBER	LEASE DATE 05/17/2018

The words "you" and "your" mean each person named as a Lessee or Co-Lessee above. The words "we," "us" and "our" mean the Lessor named above and USB Leasing LT or its successors and assigns ("Assignee"), to whom this Motor Vehicle Lease Agreement ("Lease") will be assigned. "Vehicle" means the leased vehicle described below, including all equipment, parts, accessories and acccessions. You agree to lease the Vehicle from us according to the terms and conditions of this Lease. The consumer lease disclosures contained in this Lease are also made on behalf of Assignee.

2. VEHICLE DESCRIPTIONS

A. LEASED VEHICLE

☒ New	Year	Make	Model	Body Style	Odometer Reading	Vehicle Identification Number
☐ Used	2018	JEEP	WRANGLER UNLT	4DR 4WD RUBICON	116	1C4HJXFG6 [REDACTED]

Primary Use of Vehicle: ☐ Personal, family or household purposes
☐ Business, commercial or agricultural purposes

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

B. TRADE-IN VEHICLE: Year N/A Make N/A Model N/A
 Gross Allowance \$ N/A Amount Owed \$ N/A Net Trade-In Allowance \$ N/A

C. FOR USE BY LESSOR: Trade-in, turn-in, and other individualized agreements:

--	--

3. AMOUNT DUE AT LEASE SIGNING OR DELIVERY (Itemized below) \$ <u>1250.00</u>	4. MONTHLY PAYMENTS A. Your first Monthly Payment of \$ <u>523.18</u> due on the Lease Date, followed by <u>41</u> payments of \$ <u>523.18</u> due on the <u>17th</u> of each month. B. The total of your Monthly Payments is \$ <u>21973.56</u>	5. OTHER CHARGES (Not part of your Monthly Payment) A. Termination Fee \$ <u>395.00</u> (if you do not purchase the Vehicle) B. Total \$ <u>395.00</u>	6. TOTAL OF PAYMENTS (The amount you will have paid by the end of the Lease) \$ <u>23095.38</u> (Sections 3 plus 4(B) plus 5(B) minus Sections 7(A)(3) minus 7(A)(4))
--	--	--	---

7. ITEMIZATION OF AMOUNT DUE AT LEASE SIGNING OR DELIVERY

A. Amount Due at Lease Signing or Delivery:		(11) Acquisition Fee <u>N/A</u>	
(1) Capitalized Cost Reduction	\$ <u>103.08</u>	(12) <u>N/A</u>	<u>N/A</u>
(2) Sales/Use Tax on Capitalized Cost Reduction	<u>7.99</u>	(13) <u>N/A</u>	<u>N/A</u>
(3) First Monthly Payment	<u>523.18</u>	(14) Total	\$ <u>1250.00</u>
(4) Refundable Security Deposit	<u>N/A</u>		
(5) Title Fees	<u>N/A</u>		
(6) Registration Fees	<u>578.00</u>		
(7) Upfront Sales/Use Tax on Vehicle	<u>N/A</u>		
(8) California Tire Fee (paid to State)	<u>8.75</u>		
(9) Electronic Vehicle Registration or Transfer Charge (Not a governmental fee)	<u>29.00</u>		
(10) Document Processing Charge (Not a governmental fee)	<u>N/A</u>		
		B. How the Amount Due at Lease Signing or Delivery will be Paid:	
		(1) Net Trade-in Allowance	\$ <u>N/A</u>
		(2) Rebates and Noncash Credits	<u>N/A</u>
		(3) Amount to be Paid in Cash	<u>1250.00</u>
		(4) Total	\$ <u>1250.00</u>

8. YOUR MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW:

A. Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ 48305.00) and any items you pay over the Lease

8. YOUR MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW:

A. Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ <u>48305.00</u>) and any items you pay over the Lease Term (such as taxes, fees, service contracts, insurance, and any outstanding prior credit or lease balance)	\$ <u>49080.00</u>
B. Capitalized Cost Reduction. The amount of any Net Trade-in Allowance, rebate, noncash credit, or cash you pay that reduces the Gross Capitalized Cost	- <u>103.08</u>
C. Adjusted Capitalized Cost. The amount used in calculating your Base Monthly Payment	= <u>48976.92</u>
D. Residual Value. The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment	- <u>34547.40</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>14429.52</u>
F. Rent Charge. The amount charged in addition to the Depreciation and any Amortized Amounts	+ <u>5963.58</u>
G. Total of Base Monthly Payments. The Depreciation and any Amortized Amounts plus the Rent Charge	= <u>20393.10</u>
H. Lease Payments. The number of payments in your Lease (Lease Term <u>42</u> months)	÷ <u>42</u>
I. Base Monthly Payment	= <u>485.55</u>
J. Monthly Sales/Use Tax	+ <u>37.63</u>
K. <u>N/A</u>	+ <u>N/A</u>
L. Total Monthly Payment ("Monthly Payment")	= \$ <u>523.18</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.

9. EXCESSIVE WEAR AND USE

You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 12000 miles per year at the rate of \$ 0.25 per mile. No rebate or credit will be paid to you if the mileage is less than the specified amounts.

10. PURCHASE OPTION AT END OF LEASE TERM

If you have fully performed all of your obligations under this Lease, including paying the total of your Monthly Payments and all other amounts due under this Lease, then you have an option to purchase the Vehicle AS IS at the end of the Lease Term for \$ 34897.40; plus any taxes, official fees and other charges related to such purchase. *Includes a purchase option fee of \$350.

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

11. ITEMIZATION OF GROSS CAPITALIZED COST

A. Agreed Upon Value of Vehicle as Equipped at Lease Signing	\$ <u>48305.00</u>
B. Sales/Use Tax	<u>N/A</u>
C. Initial Title, Registration, and License Fees	<u>N/A</u>
D. Outstanding Prior Credit or Lease Balance	<u>N/A</u>
E. Acquisition Fee	<u>695.00</u>
F. Document Processing Charge (Not a governmental fee)	<u>80.00</u>
G. Mechanical Breakdown Insurance	<u>N/A</u>
H. Credit Insurance	
1. Single Credit Life	<u>N/A</u>
2. Joint Credit Life	<u>N/A</u>
3. Credit Disability	<u>N/A</u>
I. Total Credit Insurance (H 1+2+3)	<u>N/A</u>
J. Maintenance Contract	<u>N/A</u>
K. Service Contract (describe) <u>N/A</u>	<u>N/A</u>
L. Total Service Contracts (J+ K)	<u>N/A</u>
M. Extended Warranty Contract (non-insurance product)	<u>N/A</u>
N. Accessories/Optional Equipment (to be added after lease signing):	
1. <u>N/A</u>	<u>N/A</u>
2. <u>N/A</u>	<u>N/A</u>
3. <u>N/A</u>	<u>N/A</u>
O. California Tire Fees <u>N/A</u>	<u>N/A</u>
P. Electronic Vehicle Registration or Transfer Charge (Not a governmental fee)	<u>N/A</u>
Q. Other (describe) <u>N/A</u>	<u>N/A</u>
R. Other (describe) <u>N/A</u>	<u>N/A</u>
S. Total = Gross Capitalized Cost	\$ <u>49080.00</u>

12. ESTIMATED OFFICIAL FEES AND TAXES

The total estimated amount you will pay for official and license fees, registration, title and taxes over the term of your Lease, whether included with your Monthly Payments or assessed otherwise: \$ 3649.20. This is an estimate based on current tax rates; the actual total of fees and taxes may be higher or lower, depending on the tax rate in effect or the value of the Vehicle at the time a fee or tax is assessed.

13. WARRANTIES AND OPTIONAL PRODUCTS

If the Vehicle is new, it is covered by the standard manufacturer's new vehicle warranty. If the Vehicle is new or used, it is not covered by any other express warranty unless identified below:

- ☐ The Vehicle is covered by the remainder of the standard manufacturer's new vehicle warranty.
- ☐ The Vehicle is covered by an extended warranty purchased from the manufacturer or other third party provider.
- ☐ N/A

13. WARRANTIES AND OPTIONAL PRODUCTS

If the Vehicle is new, it is covered by the standard manufacturer's new vehicle warranty. If the Vehicle is now or used, it is not covered by any other express warranty unless identified below:

- ☐ The Vehicle is covered by the remainder of the standard manufacturer's new vehicle warranty.
☐ The Vehicle is covered by an extended warranty purchased from the manufacturer or other third party provider.
☐ N/A

We assign to you all rights we have under any of these warranties. You acknowledge that you have received a copy of the indicated warranties.

You expressly agree and understand that you have selected and agreed to lease the Vehicle "AS IS." WE MAKE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED AS TO THE VEHICLE OR ANY PART OR ACCESSORY THEREOF. WE MAKE NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE VEHICLE FOR ANY PARTICULAR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER.

You are not required to buy any of the optional insurance or other products listed below to enter into the Lease and your decision not to do so will not be a factor in the approval of this extension of credit. These insurance and other products will not be provided unless you sign below and are accepted by the Provider. If you sign below, you acknowledge receipt of a notice of the terms of the insurance or product, you want to obtain the insurance or product checked, and you agree to pay the premium or charge shown.

☐ Credit Insurance

☐ Credit Life

Initial Coverage: \$ N/A ☐ Single Cost: \$ N/A
☐ Joint Cost: \$ N/A

☐ Credit Disability

Maximum Monthly

Coverage: \$ N/A (single only) Cost: \$ N/A

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Lessee is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR A CHIROPRACTOR IN THE LAST SIX MONTHS. (Refer to "Total Disabilities Not Covered" in your policy for details.)

N/A X N/A N/A
 Date Primary Lessee Signature Age

N/A X N/A N/A
 Date Co-Lessee Signature Age

☐ Mechanical Breakdown Insurance

N/A \$ Cost N/A N/A
 Provider mo./mileage

X N/A X N/A
 Lessee Signature Co-Lessee Signature

☐ Maintenance Contract

N/A \$ Cost N/A N/A
 Provider mo./mileage

X N/A X N/A
 Lessee Signature Co-Lessee Signature

☐ Extended Warranty Contract (non-insurance product)

N/A \$ Cost N/A N/A
 Provider mo./mileage

X N/A X N/A
 Lessee Signature Co-Lessee Signature

14. INSURANCE VERIFICATION

The Vehicle is insured by:

Policy Number	Insurance Company	Insurance Agent	Agent Address	Agent Phone Number
			31303 ALJOURA ROAD WESTLAKE VILLAGE CA 91361	(818) 707-5858

Y minimum coverage required by this Lease (see Section 17).

15. SIGNATURES

YOU AGREE TO ALL THE PROVISIONS ON BOTH SIDES OF THIS LEASE AND REPRESENT THAT YOU HAVE READ BOTH SIDES OF THIS LEASE.

THERE IS NO COOLING OFF PERIOD

California law does not provide for a "cooling off" or other cancellation period for vehicle leases. Therefore, you cannot later cancel this Lease simply because you change your mind, decided the Vehicle costs too much, or wish you had acquired a different vehicle. You may cancel this Lease only with the agreement of the Lessor or for legal cause, such as fraud.

You have the right to return the Vehicle, and receive a refund of any payments made if the credit application is not approved, unless nonapproval results from an incomplete application or from incorrect information provided by you.

Notice to Lessee: (1) Do not sign this Lease before you read it or if it contains any blank spaces to be filled in; (2) You are entitled to a refund of any payments made if the credit application is not approved, unless nonapproval results from an incomplete application or from incorrect information provided by you.

PT OF A COMPLETED COPY OF THIS LEASE.

Co-Lessee Signature:

X N/A

Authorized Signer's Name:

Title:

Signature:

X

LESSOR SIGNATURE

The authorized signature of the Lessor below has the effect of: (1) accepting the Lessee's insurance coverage (see Section 14); and (3) assigning to USB Leasing Vehicle and this Lease according to the terms and conditions of the Dealer Lease

acknowledging verification of the title and interest in, and to the

Authorized Signature: X

SEE REVERSE SIDE FOR ADDITIONAL

EXHIBIT “B”



2018
WARRANTY-GAS

All Vehicles

[illegible]



January 5, 2021

National Center for Dispute Settlement

12400 Coit Road, Suite 1230

Dallas, TX 75251

(800) 777-8119

(972) 807-3907

Fax: (972) 807-9919

[REDACTED]
Warren, MI

RE: CASE # [REDACTED]

Dear [REDACTED]

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

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

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

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

Sincerely,

NCDS

[REDACTED]
Javon Collins
Case Administrator
jcollins@ncdsusa.org
(972) 942-8573

Enclosure: as noted

cc: Customer Relations Manager, FCA US LLC
Southfield Cdjr
Scott Davidson



January 5, 2021

National Center for Dispute Settlement

12400 Coit Road, Suite 1230

Dallas, TX 75251

(800) 777-8119

(972) 807-3907

Fax: (972) 807-9919

[REDACTED]
Warren, MI [REDACTED]

RE: CASE # [REDACTED]
[REDACTED]

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

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

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

Sincerely,

NCDS
[REDACTED]

Javon Collins
Case Administrator
jcollins@ncdsusa.org
(972) 942-8573

Enclosures: as noted

cc: Customer Relations Manager, FCA US LLC

NCDS Claim Form

Vehicle Information

How did you find the NCDS Dispute Settlement Program?

Manufacturer Representative

Which Manufacturer Representatives, if any, have you worked with about your vehicle issues (select all that apply)?

Manufacturer Contact Center

VIN

1C4HJXEN1 [REDACTED]

Year Make Model

2020 Jeep Wrangler

Owner/Representative Information

Owner Name

[REDACTED]

Owner/Representative Contact Information**Address**

[REDACTED]

Primary Phone

[REDACTED]

☒ Is Mobile Phone**Alternate Phone**☐ Is Mobile Phone**Email**

[REDACTED]

Vehicle Details

Is this a leased vehicle?

Yes

What was the condition of the vehicle at the time of lease or purchase?

New

Which state was the vehicle leased or purchased?

MI

Which state is the vehicle currently registered?

MI

Is vehicle used by a business?

No

Has the vehicle been involved in an accident?

No

Did you receive a retiree, friends and family or other type of incentive to purchase or lease your vehicle?

Yes

Name(s) that appear on the vehicle title

Purchase Date

7/30/21 12:00 PM

Current Mileage

50000

Selling Dealer and Address

Southfield CDJR

Southfield, MI

Primary Servicing Dealer

Southfield CDJR

Southfield, MI

Issues

Primary Issue

Other -- Other (Dealership service center can not find the ultimate cause of the vehicle to shutdown while in route.)

Does the issue still exist? Yes

Repair History:

Repair Date

Dealership

Repair Order Number

Mileage

Additional Issues

Other -- Other (After only having the vehicle for about a month, I began having issues. The vehicle has shutdown on me 3 times in the middle of driving with my new baby in the car. The vehicle would began to stall, give error messages stating the vehicle was about to lock and lock up in the middle of driving, where you are unable to steer or change gears. This has happened to me, along with my baby and husband, on major roads and the freeway, the terror. Also, the check engine light and battery light is on. The vehicle has been in the dealership for the same issue three times. Each time the service center has replaced different parts on the vehicle in hopes of a resolution. The first time, they believed it was the battery and worked on that, the second time they changed out the wiring and this third time, they changed out the alternator believing this was the problem and yet the check engine light was sill on. The service center is still in the process of figuring out the issue. Feel free to contact the dealership service center to get more accurate and detailed information. The service center encouraged me to get a new vehicle as they can not find the issue and have followed all steps on trying to resolve the issue with the vehicle and with the direction from Jeep Wave support. My vehicle has been at the service center for approximately 2 months and is still currently there, not including the other two times it had to go to service. Throughout this entire process I have continued to pay a car note of \$550 without having possession of the vehicle at all during the long period of times it was being serviced. The first time the car was being serviced, I was not even offered a loaner vehicle. The second time the car was being serviced, I had to request a loaner vehicle as it was not offered to me again during this time of inconvenience. Each time I requested a loaner vehicle, none of the vehicles was of equal value of the 2020 Jeep Wrangler I was paying for but could not drive. I have contacted Jeep wave in regards to this matter and they have denied my case twice. I have opened a new case, for a third time, as of 01/05/2021. I am contacting you all in hopes that I can get a new vehicle as I believe I was leased a Lemon and it is overall a danger to my family and I. I am also hoping that I can be reimbursed for the payments I have given during the time I did not have the vehicle in my possession.)

Does the issue still exist? Yes

Repair History:

Repair Date	Dealership	Repair Order Number	Mileage
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Description of Complaint

Please provide a narrative which describes the problem(s) or concern(s) you are have having with your vehicle

The vehicle would began to stall, give error messages stating the vehicle was about to lock and lock up in the middle of driving, where you are unable to steer or change gears. The check engine and battery light is on.

Specific Arbitration Defect(s)

Please summarize the specific defect(s) you would like Arbitrator to address. Please be as succinct as possible.

The vehicle would began to stall, give error messages stating the vehicle was about to lock and lock up in the middle of driving, where you are unable to steer or change gears.

Vehicle Impairment

In your opinion, the concern(s) listed above represent a defect(s) that create a substantial impairment to the vehicle:

Use, Value, Safety