

Resolution

Resolution Sought

Repurchase

I am requesting the arbitrator award the buyback or refund of my vehicle pursuant to the terms of my State's Lemon Laws

Replacement

I am requesting the arbitrator to award a replacement vehicle in which my vehicle Manufacturer will replace my vehicle pursuant to the terms of my State's Lemon Law

Reimbursement

I am seeking financial reimbursement by the Manufacturer of my vehicle for repair costs I have paid

Hearing Type requested

Teleconference Hearing

Arbitration Type

NonBinding Arbitration

Are you represented by an attorney?

No

Please print a copy of this page for your records before you submit your claim. Once you submit your claim you will not be able to print this page.

Attachments

Move Unprocessed Attachments To Case

<

>

Name

Processed

LAW OFFICE OF ANDREW P. NEMIROFF, ESQ.

ATTORNEY AT LAW

14 CLIFFWOOD PL. METUCHEN, NJ 08840

WWW.NEMILAW.COM

ANDREW P. NEMIROFF
ANEMIROFF@NEMILAW.COM

DIRECT DIAL: (646) 470-1429
FACSIMILE: (646) 219-8299

January 20, 2020

To Whom It May Concern:

I believe that my Jeep Wrangler is a "lemon" under the New Jersey Lemon Law (N.J.S.A. 56:12-29 to 56:12-49). I am hereby making a written demand for relief under the Lemon Law.

I leased a new 2018 Jeep Wrangler (VIN: 1C4HJXEG4J [REDACTED]) on May 19, 2018, from Global Auto Mall in North Plainfield, NJ. Since I bought the vehicle, I have had to return it to the dealership at least two times. My vehicle has been out of service for repairs for a total of 5 calendar days. The current mileage on my vehicle is 17,145.

My vehicle has been in Global Auto Mall on the following days for repair of the following defects:

2/11/19: Steering wheel binds on turns

12/2/19: Steering wheel sticks on turns

I am having the following problems with my vehicle at this time: **in cold weather, the steering wheel sticks and is extremely dangerous when making turns at high speeds.**

Since these defects substantially impair the use, value and/or safety of my vehicle, I am hereby allowing you one final opportunity to repair my vehicle under the New Jersey Lemon Law. If these repairs are not made within ten calendar days of receipt of this letter, I am entitled under the New Jersey Lemon Law to a replacement vehicle acceptable to me or a refund calculated in accordance with the Lemon Law. I look forward to hearing from you soon. You can reach me during the day at [REDACTED] and in the evening at [REDACTED]

[REDACTED]



LAW OFFICE OF
ANDREW P. NEMIROFF, ESQ.

PO BOX 1120 • METUCHEN • NJ • 08840

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL



7019 1120 0001 7419 3574

FCA US LLC
Attn: Christopher Erb
108 Route 303
Tappan, NY 10983

ENTER NOTICE
SEQUENCE NUMBER
RECEIVED

109833214 708



U.S. POSTAGE PAID
FIRST CLASS PERMIT NO. 1000 NEW YORK, NY

ROBERT M. SILVERMAN**
CRAIG THOR KIMMEL**

* Member, PA Bar
* Member, NJ Bar
* Member, DE Bar
* Member, NY Bar
* Member, MA Bar
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* Member, OH Bar
* Member, NH Bar
* Member, CT Bar
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* 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 COMPONOVIO**
JASON L. GRESHES**
CHAD P. DOMAN**
JACOB U. GINSBURG**
SHAWN BACHMAN**

RECEIVED

FEB - 3 2021

January 26, 2021

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

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

Re:

2019 Jeep Wrangler
VIN: 1C4HJXDGX

777 73 117
Clerk of the Court, District

FEB 28 2021
JL FedEx
Clerk of the Court, District

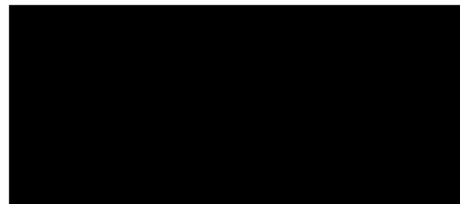
Dear Sir/Madam:

As you know, this office represents the above-referenced individual for problems encountered with the 2019 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 instrument cluster assembly, steering system, vibration condition, abnormal squeaking and rattling noise condition, chassis assembly, battery, no start condition, PDC module, PCM and software.

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





CCAP AUTO LEASE LTD
PO BOX 961272
FT WORTH TX 76161

IN: 1C4HJXDG MAKE: JEE
MODEL: WRA YEAR: 2019
PLATE NO: GOOD THRU: 12/2022
REG INITIAL: 311.00
FD REG:
POST AUDIT:
PLATE FEE:
TITLE FEE: 60.00
TOTAL: LESSEE:
DD

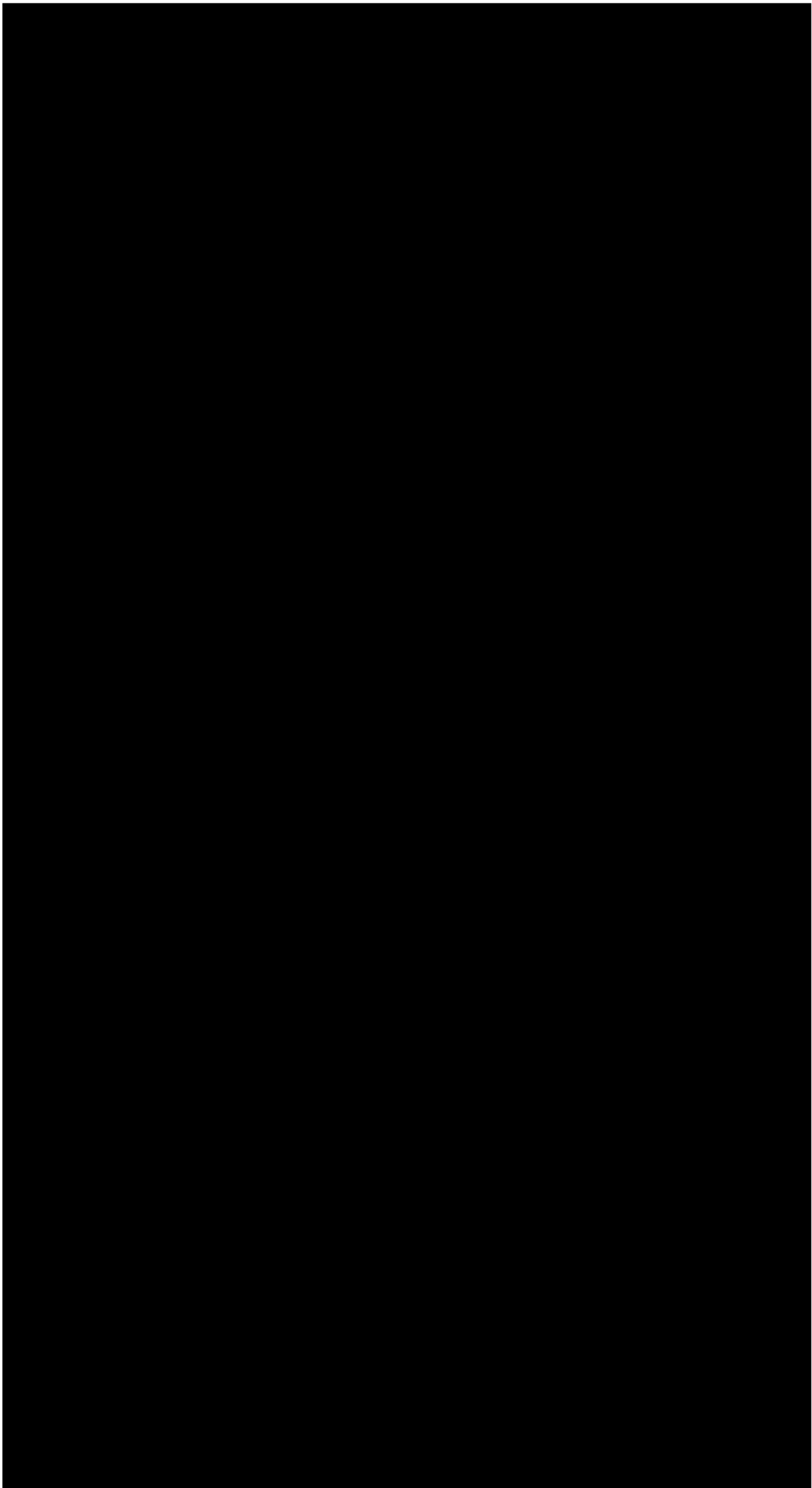


LEASED VEHICLE REGISTRATION



PLATE NO: GOOD THRU: 12/2022
VIN: 1C4HJXDG
JEE 2019 WAGON WT WRA
CCAP AUTO LEASE LTD
PO BOX 961272
FT WORTH TX 76161
EQ:8 FEE: 31

ENGLEWOOD NJ



[The following text is a dense, continuous block of illegible characters and symbols, likely representing a corrupted or redacted document. It contains no discernible words or structure.]

*Page 1 Requested from Client 1/26/21

5. ITEMIZATION OF AMOUNT DUE AT LEASE SIGNING OR DELIVERY

A. AMOUNT DUE AT LEASE SIGNING OR DELIVERY

(1) Capitalized Cost Reduction	\$ 1468.83
(2) First Monthly Payment	\$ 439.98
(3) Single Payment	\$ N/A
(4) Refundable Security Deposit	\$ N/A
(5) Title Fees	\$ N/A
(6) Registration Fees	\$ 385.19
(7) License Fees	\$ N/A
(8) Upfront Sales/Use Tax	\$ 7.50
(9) Capitalized Cost Reduction Tax	\$ N/A
(10) Acquisition Fee	\$ N/A
(11) Dealer Documentation/Service Fee	\$ 499.50
(12) WINDOW ETCH (U)	\$ 199.00
(13) N/A	\$ N/A
(14) N/A	\$ N/A
(15) TOTAL	\$ 3000.00

B. HOW THE AMOUNT DUE AT LEASE SIGNING OR DELIVERY WILL BE PAID:

(1) Net Trade-in Allowance (If positive)	\$ 0.00
(2) Rebates and Noncash Credits	\$ N/A
(3) Amount to be Paid in Cash	\$ 3000.00

(4) TOTAL \$ 3000.00

6. YOUR MONTHLY OR SINGLE PAYMENT IS DETERMINED AS SHOWN BELOW:

A. GROSS CAPITALIZED COST. The Agreed Upon Value of the

Vehicle (\$ 39656.57) and any items you pay for over the Lease Term (such as service contracts, insurance, and outstanding prior credit or lease balance) \$ 42708.78

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

-\$ 1468.83

C. ADJUSTED CAPITALIZED COST. The amount used in calculating your Base Monthly Payment or Base Single Payment

=\$ 41239.95

D. RESIDUAL VALUE. The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment or Base Single Payment

-\$ 27550.40

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

=\$ 13689.55

F. RENT CHARGE. The amount charged in addition to the Depreciation and any Amortized Amounts

+\$ 7429.49

G. TOTAL OF BASE MONTHLY PAYMENTS OR SINGLE PAYMENT. The Depreciation and any Amortized Amounts plus the Rent Charge

=\$ 21119.04

H. LEASE PAYMENTS. The number of payments in your Lease

÷ 48

I. BASE MONTHLY PAYMENT OR BASE SINGLE PAYMENT

=\$ 439.98

J. SALES/USE TAX

+\$ N/A

K. N/A

+\$ N/A

L. N/A

+\$ N/A

M. TOTAL MONTHLY PAYMENT ("MONTHLY PAYMENT") OR TOTAL SINGLE PAYMENT ("SINGLE PAYMENT")

=\$ 439.98

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.

7. EXCESSIVE WEAR AND USE. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of your contracted mile amount ("Regular Mileage", plus Additional Miles), at \$ 0.25 per mile. The "Regular Mileage" shall be 10000 miles per year. You have the option to purchase miles at Lease signing. You hereby agree to purchase N/A miles at \$ N/A per mile ("Additional Miles"). If, at the end of the scheduled Lease term, there is an unused portion of the Additional Miles, we will give you a credit for such unused portion of the Additional Miles provided that we shall have the right to set off such amount from any amount you owe us under this Lease. Such credit shall not be applicable if (i) you exercise your option to purchase the Vehicle, (ii) the Vehicle is a Total Loss, or (iii) you terminate this Lease early.

8. PURCHASE OPTION AT THE END OF LEASE TERM. You have an option to purchase the Vehicle at the end of the Lease Term for the Residual Value plus any past due Monthly Payments or any other amount due under this Lease, plus official fees and taxes, plus a \$350 purchase option fee (the "Purchase Option Fee").

9. PURCHASE OPTION PRIOR TO THE END OF LEASE TERM. You have an option to purchase the Vehicle prior to the end of the Lease Term for the Residual Value plus any past due Monthly Payments or any other amount due under this Lease, plus official fees and taxes, plus the Base Monthly Payment multiplied by the number of Base Monthly Payments not yet due (only if this is a Monthly Payment Lease), minus unearned Rent Charges calculated according to the actuarial method, plus the Purchase Option Fee.

10. OTHER IMPORTANT TERMS. Read all pages 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.

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11. ITEMIZATION OF GROSS CAPITALIZED COST

A. Agreed Upon Value of the Vehicle	\$ 39656.57	H. Dealer Documentation/Service Fee	+\$ N/A
B. License/registration/title fees	+\$ N/A	I. N/A	+\$ N/A
C. Sales/Use tax	+\$ 1437.21	J. N/A	+\$ N/A
D. Net Trade-In Allowance (if negative)	+\$ N/A	K. N/A	+\$ N/A
E. Optional service contract	+\$ 1615.00	L. N/A	+\$ N/A
F. Optional maintenance contract	+\$ N/A		
G. Acquisition fee	+\$ N/A	M. Total = Gross Capitalized Cost	= \$ 42708.78

12. OFFICIAL FEES AND TAXES

You will pay when due all government license, title, registration, testing, and inspection fees and taxes for the Vehicle whether included in your Monthly or Single Payment or in other amounts paid to Lessor. You will pay all taxes due under the Lease or related to the Vehicle that the government levies against you, the Vehicle, or the Lessor, even if they become due after the end of the Lease. Your Monthly Payment may change if taxes or fees change and you may be separately billed for taxes and fees.

Estimated Official Fees and Taxes You Must Pay During the Lease. The total amount Lessor estimates that you will pay for official and license fees, registration, title, and taxes over the Lease Term, whether included with your Monthly or Single Payment or assessed otherwise: \$ 2985.47. The actual total of official fees and taxes may be higher or lower depending on the tax rates in effect, the location or the value of the Vehicle when a fee or tax is assessed.

13. INSURANCE

NO PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS IS INCLUDED IN THIS LEASE. You agree to maintain in full force and effect either through an existing policy or a new policy, at least the following minimum insurance coverage during the Lease Term and until the Vehicle is returned to us: (1) Public Liability for \$100,000 or \$300,000 combined single limit and Property Damage for \$50,000 or \$500,000 combined single limit; (2) Collision for actual value with a maximum deductible of \$1,000; (3) Comprehensive including fire and theft, for actual value with a maximum deductible of \$1,000; (4) any other insurance coverage required by state law; and (5) you must be listed as named insured or underwritten as a driver on the policy. You understand that the policy must provide CCAP Auto Lease Ltd. with primary coverage as an additional insured on Item (1) and as loss payee on Items (2) and (3). The policy must state that CCAP Auto Lease Ltd. will be given at least 10 days' notice of any cancellation, reduction or other material coverage changes. You will buy the insurance from an insurance company, which is acceptable to CCAP Auto Lease Ltd. and will furnish CCAP Auto Lease Ltd. with whatever written proof of coverage CCAP Auto Lease Ltd. may request. CCAP Auto Lease Ltd. may, for reasonable cause, decline the insurance provided by you.

14. VEHICLE WARRANTIES

The Vehicle is covered by the manufacturer's standard new car warranty. LESSOR LEASES THE VEHICLE TO YOU "AS IS", EXCEPT AS PROVIDED IN THIS LEASE AND (UNLESS PROHIBITED BY LAW) LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE VEHICLE'S (OR ANY OF ITS PARTS OR ACCESSORIES) CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND LESSOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER.

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12/12/2018 06:34 pm

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15. OPTIONAL INSURANCE AND ADDITIONAL PRODUCTS

You are not required to purchase any of the insurance, contracts, agreements or products listed in this Section in order to lease the Vehicle. Your decision to buy them is not a factor in our decision to approve this Lease. We will obtain 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 Payments.

Optional Product	Charge or Premium	Coverage	Provider	Term	By Initialing below you indicate that you elect to purchase the Optional Product:
Service Contract	\$ N/A	N/A	N/A	N/A	N/A / N/A ☒ Lessee/Co-Lessee Initials
Maintenance Contract	\$ N/A	N/A	N/A	N/A	N/A / N/A ☒ Lessee/Co-Lessee Initials
Wear and Tear	\$ N/A	N/A	N/A	N/A	N/A / N/A ☒ Lessee/Co-Lessee Initials
Other N/A	\$ N/A	N/A	N/A	N/A	☒ Lessee/Co-Lessee Initials
Other TERM CARE SELECT	\$ 1615.00	48000	FIDELITY	48	☒ Lessee/Co-Lessee Initials

16. LATE CHARGES / RETURNED INSTRUMENT CHARGE / SECURITY DEPOSIT

- A. LATE CHARGES.** If this is a Single Payment Lease, you are not liable for any late charges. If this is a Monthly Payment Lease, and if Lessor does not receive all or any portion of any payment within 15 days of its due date, you must pay Lessor a late charge of \$35 or such lesser maximum amount as may be set by law.
- B. RETURNED INSTRUMENT CHARGE.** If any check, draft or similar instrument you send in payment is returned to us unpaid for any reason, including, but not limited to, non-sufficient funds, you must pay a returned instrument charge of \$25, or such lesser amount as is permitted by law, in addition to any amounts you are charged by any other party and the amount of the dishonored instrument. If no such amount is permitted by law, you will not owe a returned instrument charge.
- C. REFUNDABLE SECURITY DEPOSIT.** You agree that a security deposit may be required on this Lease and that Lessor may hold the security deposit. Any interest or monetary benefit which may accrue will not be paid to you and will not be used to reduce your obligation under this Lease. The security deposit cannot be used for a Monthly Payment. Lessor will retain any amounts held as a security deposit until all amounts due under this Lease have been paid in full, including personal property taxes, and Lessor may apply the security deposit against any unpaid amounts.

17. VEHICLE USE / MAINTENANCE

- A. VEHICLE USE.** You will be responsible for all operating expenses arising from the use of the Vehicle. You promise that neither you nor anyone else will: (1) use the Vehicle in any way which is illegal; (2) use the Vehicle in any way which would cause cancellation or suspension of the required insurance, warranty or other protection; (3) use the Vehicle as a public or private carrier; (4) remove the Vehicle for more than 30 days from the state where you reside or from the United States; (5) alter or remove equipment from the Vehicle which would decrease its value; (6) use the Vehicle in a livery service or conveying parcels or people for hire; (7) operate the Vehicle without the required driving license or insurance coverage; (8) fail to pay any fine, toll, ticket or penalty associated with the Vehicle. If you fail to pay, you will reimburse us and pay a \$25 administration fee per occurrence, where permitted by law, for any fine, toll, ticket, penalty or other amount paid on your behalf, even if payment is requested after the termination date of this Lease.
- B. VEHICLE MAINTENANCE.** You must keep the Vehicle in the same condition as when you leased it, normal wear and mileage excepted. You must at your expense, maintain the Vehicle in good operating order and appearance and maintain the Vehicle in accordance with all legal requirements (including inspections), the manufacturer's recommendations and warranty requirements, including having service in connection with any recall campaign completed and validated. Lessor has the right to inspect the Vehicle at any time. Lessor has no obligation to provide a replacement vehicle for any reason. You agree to keep and maintain all service records on the Vehicle during the Lease Term and provide such records to the Lessor at the end of the Lease Term.
- C. INDEMNITY.** You agree to indemnify and hold us and our assigns, agents, and insurers harmless from all claims, demands, penalties, fines, losses and expenses (including reasonable attorneys' fees to the extent not prohibited by law) arising from the Vehicle's possession, use, condition or operation, including claims based on strict liability.

18. RIGHT TO TERMINATE EARLY

- A. LESSEE'S RIGHT TO TERMINATE EARLY.** You may terminate this Lease at any time before the end of the Lease Term. If you elect to terminate this Lease before the end of the Lease Term and you do not exercise your Purchase Option, the charge for such early termination is the Early Termination Liability as defined below in Section 19.
- B. LESSOR'S RIGHT TO TERMINATE EARLY.** Lessor may terminate this Lease before the end of the Lease Term if you are in Default. If you do not exercise your Option to Purchase, upon such termination, Lessor shall be entitled to the following charges: (1) the Early Termination Liability as defined below in Section 19; plus (2) reasonable expenses, if any, incurred as a direct result of retaking the Vehicle, holding it, preparing it for sale and selling it; plus (3) if Lessor hires an attorney who is not a salaried employee of Lessor to collect what you owe, you agree to pay reasonable attorneys' fees.

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12/12/2018 06:34 pm

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19. EARLY TERMINATION LIABILITY

A. MONTHLY PAYMENT LEASE. For a Monthly Payment Lease, if this Lease terminates early, you agree to pay the sum of items (1) through (5) as follows:

1. Any unpaid Monthly Payments accrued up to the termination date, plus
2. A Turn-In Fee of \$495 or, if we repossess the Vehicle, instead of a Turn-In Fee, the actual expenses we incur in connection with repossessing, obtaining, storing, preparing for sale, and selling the Vehicle, including transportation and reconditioning, plus
3. Official fees and taxes in connection with the termination, plus
4. All other amounts due and owing under this Lease, except excess wear and mileage, plus
5. An early termination charge equal to the amount by which the Adjusted Lease Balance exceeds the Vehicle's Realized Value at termination.

B. SINGLE PAYMENT LEASE. For a Single Payment Lease, if this Lease terminates early, you agree to pay the sum of items (1) through (4) as follows:

1. A Turn-In Fee of \$495 or, if we repossess the Vehicle, instead of a Turn-In Fee, the actual expenses we incur in connection with repossessing, obtaining, storing, preparing for sale, and selling the Vehicle, including transportation and reconditioning, plus

2. Official fees and taxes in connection with the termination, plus
3. All other amounts due and owing under this Lease, except excess wear and mileage, plus
4. An early termination charge equal to the amount by which the Adjusted Lease Balance exceeds the Vehicle's Realized Value at termination.

If this is a Single Payment Lease and if Early Termination occurs, and the Realized Value exceeds the Adjusted Lease Balance, you agree to pay the sum of items (1) through (3) in Section 19.B and you will be entitled to a credit ("Single Pay Termination Credit") equal to the lesser of (i) the amount by which the Realized Value exceeds the Adjusted Lease Balance, or (ii) the product of the Single Payment divided by the Lease Term times the number of whole months remaining until scheduled termination. Any amount by which the Single Pay Termination Credit exceeds the sum of items (1) through (3) in Section 19.B will be refunded to you. If the sum of items (1) through (3) in Section 19.B exceeds the Single Pay Termination Credit, you will owe the deficiency.

20. ADJUSTED LEASE BALANCE

A. MONTHLY PAYMENT LEASE. For a Monthly Payment Lease, your Adjusted Lease Balance is the Adjusted Capitalized Cost disclosed on the front of this Lease, less all Depreciation and other Amortized Amounts accrued up to the termination date, calculated according to the Constant Yield Method. "Constant Yield Method" means the method of determining the Rent Charge portion of each Base Monthly Payment, under which the Rent Charge for each month is earned in advance by multiplying the constant rate implicit in the Lease times the balance subject to Rent Charge as it declines during the scheduled Lease Term. At any time during the scheduled Lease Term, the balance subject to Rent Charge is the difference between the Adjusted Capitalized Cost and the sum of (1) all

Depreciation and other Amortized Amounts accrued during the preceding months and (2) the first Base Monthly Payment.

B. SINGLE PAYMENT LEASE. For a Single Payment Lease, the Adjusted Lease Balance at a given time is determined by adding to the initial balance subject to Rent Charges all Rent Charges accrued as of the month of calculation. The Rent Charges accrue at a constant rate which, compounded monthly and added to the initial balance subject to Rent Charge, will cause the resulting Adjusted Lease Balance to increase to the Residual Value over the term of the Lease. The initial balance subject to Rent Charge is the Adjusted Capitalized Cost less the Single Payment, excluding taxes.

21. REALIZED VALUE OF VEHICLE

A. REALIZED VALUE. If the Vehicle is not a Total Loss, the Vehicle's Realized Value will be the amount of any rebates or premiums or charges for insurance, extended warranties or service or maintenance contracts we actually receive, plus, at our option:

1. The gross wholesale sales price we receive for the Vehicle at disposition;
2. The fair wholesale market value of the Vehicle at termination according to a recognized used vehicle guide selected by us and customarily used by motor vehicle dealers, including, but not limited to, Black Book, taking into consideration the Vehicle's mileage and physical condition;
3. Any amount you and we agree to in writing after termination; or

4. If you obtain an independent appraisal (see below), the appraisal amount.

If the Vehicle is a Total Loss, the Realized Value is your insurance deductible, if received by us, plus the Vehicle's actual cash value (less any deductions made by your insurer) we receive from your insurer or any other party in payment for the loss; if there is no such payment, the Realized Value is zero.

B. INDEPENDENT APPRAISAL. In the event of an early termination of this Lease, you may obtain, at your own expense, from an independent third party agreeable to both Lessee and Lessor, a professional appraisal of the wholesale value of the Vehicle which could be realized at sale. The appraisal value shall then be used as the Realized Value.

22. SCHEDULED TERMINATION LIABILITY / EXCESSIVE WEAR

A. SCHEDULED TERMINATION LIABILITY. Upon the termination of the Lease as scheduled at the end of the Lease Term, you will owe all amounts past due and unpaid, charges for Excessive Wear (Section 22.B) and for excess mileage in accordance with Section 7, plus a Disposition Fee equal to \$395 or the maximum allowed by applicable law, if lower.

B. EXCESSIVE WEAR. You are responsible for repairing all damage and wear that is beyond the minor wear reasonably expected to result from ordinary use and everyday use, assuming that you use the Vehicle as this Lease permits (see Section 17.A) and maintain it as this Lease requires (see Section 17.B) ("Excessive Wear"). Excessive Wear includes, but is not limited to: (i) broken, cracked, chipped, scratched or discolored glass; (ii) damage to or deterioration of the body, metal work, trim or paint, including, by way of example, damage or deterioration that requires straightening of the metal or refinishing of the body; (iii) burned, torn or stained dash, floor covers, seats, headliners, upholstery or interior work; (iv) mismatched

wheels or tires (including spare) that are missing, are not in safe condition, or have less than 4/32nd of an inch tread depth; (v) unsafe or unlawful operating condition; (vi) unrepaired or unreplaced mechanical parts which would have been repaired or replaced during the normal service of the Vehicle, including, by the way of example but not limitation, transmissions, air conditioning components, engines, power steering or electrical components, or brakes which require any repair; (vii) any other damage, whether or not insurance covers it; (viii) any repaired or replaced parts which we have not approved; and (ix) missing accessories or equipment that were included in the Vehicle when it was delivered. You may obtain at the end of the Lease Term, at your expense, a professional appraisal of the amount required to repair or replace parts or the amount which the Excessive Wear reduces the value of the Vehicle. This professional appraisal shall be performed by an independent third party agreed to by you and us, which appraisal shall be final and binding on the parties.

23. PURCHASE OPTION

A. END OF LEASE TERM. At scheduled Lease termination, you may purchase the Vehicle "AS IS". You must notify Lessor of your intent to exercise the Option to Purchase. If you exercise the Option to Purchase at scheduled Lease termination, you agree to pay Lessor a sum equal to:

1. The Residual Value;
2. Plus any past due Monthly Payments and any other amount due under this Lease;
3. Plus the Purchase Option Fee, described in Section 8 of this Lease;
4. Plus any official fees, taxes and other charges related to the purchase of the Vehicle.

B. PRIOR TO END OF LEASE TERM. You have an Option to Purchase the Vehicle "AS IS" at any time prior to the end of the Lease Term. You must notify Lessor before you exercise the Option to Purchase. If you exercise the Option to Purchase at any time prior to the end of the Lease Term, you agree to pay Lessor a sum equal to:

1. Any past due Monthly Payments and any other amount due under this Lease;

2. Plus any official fees, taxes and other charges related to the purchase of the Vehicle;
3. Plus the Residual Value;
4. Plus the Purchase Option Fee described in Section 8 of this Lease;
5. Plus the Base Monthly Payment times the number of Base Monthly Payments not yet due only if this is a Monthly Payment Lease;
6. Minus unearned Rent Charges calculated according to the actuarial method. The term "actuarial method" means the method of allocating Base Monthly Payments between: (i) the reduction of the Adjusted Capitalized Cost to the Residual Value over the Lease Term; and (ii) Rent Charges. Under this method, a Base Payment is applied first to the accumulated Rent Charge and any remainder is subtracted from, or any deficiency is added to, the balance of the Adjusted Capitalized Cost. Rent Charges are earned on a set monthly schedule regardless of when a Monthly Payment is received. Rent Charges are at their maximum at the beginning of the Lease Term and decrease to their minimum at the end of the Lease Term.

©2018 Chrysler Capital. Chrysler Capital is a registered trademark of FCA US LLC and licensed to Santander Consumer USA Inc. Lease agreements are owned by CCAP Auto Lease Ltd. and serviced by Chrysler Capital.

24. VEHICLE RETURN / LEASE EXTENSION

A. VEHICLE RETURN/HOLDOVER. Whether the Lease is terminated early or as scheduled, you must return the Vehicle to the place Lessor specifies, if you do not exercise your purchase option, as described on Section 23 above. If you fail to return the Vehicle to the place specified by the Lessor, you must pay us a transportation fee of \$150. You have no right to retain the Vehicle after termination of the Lease and that any holding over without Lessor's consent is a default under the Lease, as agreed under Section 26. If you hold the Vehicle beyond the end of the Lease Term without agreeing to an extension under Section 24.B, you will be liable for additional damages equal to \$150, plus (i) in a Monthly Payment Lease, one Monthly Payment for each month or part thereof that you retain the Vehicle, or (ii) in a Single Payment Lease, the Single Payment divided by the

number of months in the Lease Term, plus any applicable taxes, for each month or fraction thereof until the Vehicle is returned. Payment of such damages does not grant you the right to possession for the remainder of such month or for any period at all.

B. LEASE EXTENSION. Upon Lessor's written approval, at the Lessor's sole discretion, after expiration of the original Lease Term, you shall pay a \$100 lease extension fee for the privilege of extending this Lease. You understand that all contractual obligations will apply under any approved extension and that such extension period shall not exceed three (3) months in duration. In the case of such an extension, additional Monthly or Single Payment terms will be specified in a Lease Extension Agreement between you and us.

25. TOTAL LOSS / WAIVER OF GAP AMOUNT

A Total Loss occurs, and the Vehicle is a Total Loss, if the Vehicle is damaged, stolen or lost and is deemed a Total Loss by your insurance company. If the Vehicle is subject to a Total Loss:

1. You will notify us and your insurance company within twenty-four (24) hours after any damage, loss, theft, seizure or impoundment of the Vehicle.
2. You will have no further liability if you have paid the deductible under the insurance coverage and have otherwise complied with all other promises contained in the Lease, including the obligation to pay the sum of: (a) all Monthly Payments overdue and any other amounts that

are due or past due at the time of the loss; plus (b) any other amounts, including any deductible, that was subtracted from the Vehicle's actual cash value to determine the primary carrier insurance settlement proceeds Lessor received for the Total Loss. Even if the Vehicle is insured, you must continue to pay any applicable Monthly Payments until Lessor receives your full insurance proceeds.

3. If you do not have in effect the insurance required under this Lease, or Total Loss is not deemed by your insurer by reason of your fraudulent or criminal acts, the early termination charge set forth in Section 19.A.5 will not be waived and you will owe the Early Termination Liability set forth in Section 19.

26. DEFAULT

A. YOU WILL BE IN DEFAULT IF ANY OF THE FOLLOWING HAPPEN:

1. You fail to pay any payment under this Lease when due;
2. You fail to keep the Vehicle insured as required by this Lease or the Vehicle insurer denies full coverage or liability;
3. You fail to return the Vehicle upon termination of this Lease;
4. You fail to comply with any of the terms and conditions of this Lease;
5. You are subject to a proceeding in bankruptcy, receivership or insolvency or you make an assignment for the benefit of creditors;
6. You die during the Lease Term;
7. You rent, sublease, assign, or otherwise transfer any interest in this Lease, the Vehicle, or the right to use the Vehicle, without the prior written consent of Lessor;
8. You make any misrepresentation on your application for credit;
9. You fail to answer traffic summons or pay any traffic tickets or other fines when due;
10. The Vehicle is seized or confiscated for any reason by a law enforcement agency; or
11. Anything else occurs that Lessor believes endangers the Vehicle or its condition, impairs your ability to pay or compromises Lessor's ownership interest in the Vehicle.

B. LESSOR'S RIGHTS UPON DEFAULT (INCLUDING ADDITIONAL AMOUNTS YOU OWE UPON DEFAULT). If you are in default Lessor may:

1. End this Lease and require you to pay the amount you would have owed (a) under Section 19 if you terminated the Lease before the start of the last monthly period; or (b) under Section 22.A if you terminated the Lease on or after the start of the last monthly period.
2. Take the Vehicle from you without demand. If the law permits, Lessor may go on your property to take the Vehicle. If the Vehicle has an electronic locating device, Lessor may use the device to find the Vehicle.
3. Sue you for damages and to get the Vehicle back.
4. Pursue any other remedy the law provides.

Lessor will exercise its rights without breach of the peace, at reasonable times and places, in a reasonable way, and as the law permits. Lessor may take and store any personal items that are in the Vehicle. If you do not ask for the items back Lessor may dispose of them as the law permits. You will pay Lessor's reasonable expenses of taking these actions as the law permits. These expenses may include expenses of taking and storing the Vehicle, attorneys' fees, collection costs and court costs if permissible under state law.

27. ARBITRATION

YOU AGREE THAT ANY AND ALL CLAIMS WILL BE RESOLVED BY INDIVIDUAL ARBITRATION AND NOT IN COURT IF YOU OR LESSOR REQUESTS ARBITRATION. YOU HEREBY ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO PROCEED IN COURT, AND TO JURY TRIAL. ADDITIONALLY, YOU WAIVE ALL RIGHTS TO PROCEED IN A CLASS ACTION OR CLASS ARBITRATION. Any controversy or claim between or among you and Lessor, including, but not limited to, those arising out of or relating to the Vehicle, this Lease or any related agreement or any claim based on or arising from an alleged tort, shall at the request of either party be determined by individual arbitration except for proceedings in small claims court, self-help vehicle recovery, and other self-help such as the exercise of set-off rights. The arbitration shall be governed by the Federal Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Lease, and under the authority and the applicable consumer rules and procedures of the American Arbitration Association ("AAA") then in effect which are available at www.adr.org or by contacting AAA at 800-778-7879. If AAA no longer arbitrates the type of dispute at issue, the arbitration organization shall be an organization you propose that is acceptable to Lessor and the rules and procedures shall be the rules and procedures of that arbitration organization. Arbitrator(s) must be licensed attorneys. The arbitration shall take place in the state in which you reside and shall apply the law of the state where the Dealer is located. If you do not reside in the United States, the arbitration shall take place in the state in which the Dealer is located. Lessor will advance all arbitration forum administrative fees, which the arbitrator(s) may decide that you must repay unless such repayment would be prohibited under state law if the dispute were resolved in court. Responsibility for paying costs, attorneys' fees and expenses will be determined by the arbitrator(s) applying state law. Neither Lessor nor you shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity. If this waiver of class proceedings is held to be unenforceable, the entire arbitration provision is void and the remainder of the Lease remains enforceable. You have the right to opt out of arbitration by notifying us in writing at 1601 Elm Street, Suite 800, Dallas, TX 75201 within 30 days after execution of the Lease.

28. GENERAL PROVISIONS

- A. SECURITY INTEREST/SET OFF.** You grant Lessor a security interest, to the extent permitted by state law, in the loss proceeds of any vehicle insurance, service contracts or products financed in connection with this Lease and in any premium refunds for such insurance, service contracts or other products to secure performance of your obligations under this Lease. You grant Lessor the right to set-off amounts owed by you to Lessor against any amounts owed by Lessor to you without notice or demand except as required by applicable law.
- B. LIMITED POWER OF ATTORNEY.** You appoint us or our agent as your attorney-in-fact to do the following: (1) settle any insurance claim related to the Vehicle; (2) endorse your name on any check or draft we receive for damage or loss of the Vehicle; and (3) to sign your name to any title, registration or other similar documents related to the Vehicle. This power of attorney is coupled with an interest in the Vehicle and is not revocable.
- C. ADDITIONAL CREDITS AND AMOUNTS DUE.** Regardless of how the Lease ends, you will owe Lessor any unpaid fees and taxes, including any tax on what you owe because the Lease ends early, plus any amounts due because you breached your obligations under this Lease. Lessor may cancel any optional insurance or service, maintenance, or other contracts that Lessor financed for you. Lessor will give you a credit for any amount Lessor receives from such a cancellation, unless the GAP Waiver in Section 25 applies.
- D. ODOMETER STATEMENT.** You agree to maintain the Vehicle's odometer so that it is always accurate. You will provide us with an odometer certification at any time we request one. Federal law requires you to give us a statement of the Vehicle's mileage in connection with a transfer of Vehicle ownership. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.
- E. NO WAIVER.** We do not waive our rights or remedies under this Lease by delaying or failing to exercise them at any time. Our acceptance of late or partial payments under this Lease will not constitute a waiver of our right to receive timely payment in full or any other rights.
- F. ASSIGNMENT.** You have no right to assign any of your rights under this Lease or to sublet the Vehicle; Lessor can assign its interest in this Lease and the Vehicle without your consent. If the Lease is assigned by Assignee, a subsequent assignee may designate CCAP Auto Lease Ltd., or its trustee, as agent to hold title for the benefit of that subsequent assignee on the Vehicle's certificate of title and/or registration. Any subsequent Assignee will not be required to make repairs to the Vehicle, obtain insurance, or perform any service Lessor has agreed to perform under this Lease. You understand that you may not receive notice of any assignment of this Lease.
- G. CREDIT REPORTS.** You authorize us to obtain your credit report, credit score or other consumer reports from any consumer reporting agency now and during the term of this Lease, and to reinvestigate your credit for use in monitoring this Lease, collection of amounts owed under this Lease and extending or amending this Lease to the full extent permitted by law. You are also hereby notified that if you fail to fulfill the terms of your credit obligations under this Lease, a negative report regarding your credit may be submitted to each consumer reporting agency. Lessor may share credit, account and financial information with our affiliates and other third parties except to the extent prohibited by our policies or by law, including your instructions that must be followed under the Gramm-Leach-Bliley Act and state law.
- H. GOVERNING LAW.** This Lease is governed by, and will be interpreted in accordance with the laws of the state where the Dealer is located.
- I. ENFORCEABILITY.** If any provision of this Lease is found to be unenforceable, illegal, or void, the remaining provisions of this Lease will remain in full force and effect.

29. COMMUNICATIONS WITH LESSEE

- A. CONSENT TO MONITOR AND RECORD PHONE CALLS.** To ensure that Lessee's inquiries are handled promptly, courteously, and accurately, some of the phone calls between you and us or any of our affiliates, agents, assigns and service providers, may be monitored and recorded by us and any of our affiliates, agents, assigns and service providers, to enhance service to you. You consent to this monitoring and recording.
- B. SERVICING AND COLLECTION CALLS.** You agree that, in order for us to service this Lease or to collect any amounts you owe, Lessor may make calls and/or send text messages to you at any telephone number(s) that you have provided to us, now or in the future, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or automatic telephone dialing system. You further agree that in order for us to service this Lease or to collect any amounts you owe, that Lessor may send e-mails to you at any e-mail address you provide us or use other electronic means of communication to the extent permitted by law.

30. NOTICES**New Jersey Consumer Protection Leasing Act Disclosure**Total Cost of the Lease: \$ **41239.95**

The Total Cost of the Lease is an amount required to be disclosed under New Jersey Law which is, assuming there is no default and that the lessee exercises the purchase option at the end of the term of the lease, the sum of: (i) the total amount of all payments required at the beginning of the lease; (ii) the total amount to be paid in periodic payments during the term of the lease; (iii) the amount of any liability the lease imposes upon the lessee at the end of the term of the lease; and (iv) the purchase option price. Any refundable security deposit and insurance charges are not included in the Total Cost of the Lease.

ELECTRONIC CONTRACTING AND SIGNATURE. You hereby agree that your electronic signature below signifies your intent to enter into this Lease, which shall be legally valid and enforceable in accordance with its terms (the "Electronic Contract"). Upon signing this Lease, you will receive a copy of this Lease, which shall not be considered an authoritative copy. The authoritative copy shall be the electronic copy stored in a document management system designated by us (the "Authoritative Copy"). Notwithstanding the foregoing, the Authoritative Copy may be converted into a paper contract by printing it and being marked by us as an original (the "Paper Contract"). Once such Paper Contract is created, it shall constitute the Authoritative Copy, and you acknowledge and agree that: (a) your signing of the Electronic Contract also constitutes issuance and delivery of the Paper Contract, (b) your electronic signature below, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (c) after such conversion, your obligations will be evidenced by the Paper Contract alone.

THIS LEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND US. No agreements exist between you and Lessor except as set forth in this Lease. The agreement between the parties may only be modified by a writing signed by you and Lessor, except that at the end of the original Lease Term the Lessor may, at its discretion, extend the term of the Lease for a period not to exceed three (3) months. No course of performance will modify the agreement between the parties or constitute a waiver. Lessee's Initials **N/A** ☒

NOTICE: (1) BY SIGNING BELOW, YOU AGREE TO ALL THE PROVISIONS ON ALL PAGES OF THIS LEASE. (2) YOU HAVE READ THE ENTIRE LEASE. (3) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETELY FILLED-IN COPY OF THIS LEASE AND OF ANY OTHER AGREEMENTS, POLICIES OR CERTIFICATES THAT YOU SIGNED OR AGREED TO PURCHASE. (4) THIS IS A LEASE AGREEMENT AND NOT A PURCHASE AGREEMENT, PLEASE SEEK INDEPENDENT PROFESSIONAL ADVICE IF YOU HAVE QUESTIONS CONCERNING THIS TRANSACTION. (5) YOU AGREE THAT YOU HAVE READ THE ARBITRATION PROVISION ON THIS LEASE, INCLUDING THE METHOD FOR OPTING OUT, AND YOU AGREE TO ARBITRATE ALL CLAIMS IN ACCORDANCE WITH THE ARBITRATION PROVISION IN SECTION 27.

YOU MUST RETURN THE LEASE FOR ONE BUSINESS DAY BEFORE SIGNING THE LEASE.

X **N/A**

Co-Lessee Signature

X

Signature

Authorized Signer Name (Print)

Title

LESSOR SIGNATURE AND ASSIGNMENT

By signing below, Lessor identified above agrees to the following: (1) Lessor accepts this Lease; (2) Lessor assigns all right, title and interest in this Lease and the Vehicle to CCAP Auto Lease Ltd. ("Assignee") under the terms of the Chrysler Capital Non-Recourse Master Dealer Agreement in effect as amended from time to time. Lessor acknowledges that Lessor is not an agent of Assignee or its servicer and that neither the Chrysler Capital Non-Recourse Master Dealer Agreement nor this assignment makes Lessor an agent of Assignee or its servicer.

X

Lessor Signature

Lessor Representative Name

Title

INVOICE

Invoice

DUPLICATE 1

Tag

CHRYSLER, JEEP, DODGE OF PARAMUS

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

Service Advisor: **9563 Cameron Cocherl**

MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
JEEP Wrangler Unlimi	1C4HJXDGXKV		4035	4037
EXP.	PROMISED	PO. NO.	RATE	PAYMENT
11:00 27APR19			175.00	COUP
		INV. DATE	R.O. OPENED	READY
		27APR19	07:25 27APR19	10:36 27APR19

V6 24V VVT Engine Upg | w/ TRN:DFT 8 SPD AUTO 9)KW531612

JE OPCODE TECH TYPE HOURS

LIST NET TOTAL

1500 MILE SERVICE

ISE:

3K 3500 MILE SERVICE 593 WSC2 0.30 (N/C)

3K 3500 MILE SERVICE 593 IN 0.00 (N/C)

1 68191349AC FILTER-ENGINE OIL (N/C)

6 68283520AA OIL-OW20 (N/C)

1 4318067AC *SOLVENT-WINDSHIELDWASHER (N/C)

035 3K PERFORMED

9-031- 2019 JL INSTRUMENT PANEL CLUSTER SOFTWARE FLASH

ISE:

181947C1 Module, Instrument Panel Cluster (IPC) -

Inspect Module, Instrument Panel Cluster

(IPC) - Inspect Only (0 - Low Skilled)

593 W2 0.20 (N/C)

FC: PART#: COUNT:

CLAIM TYPE: W

AUTH CODE:

035 UPDATED IPC AS PER RRT

MULTIPOINT INSPECTION

MULTI MULTIPOINT INSPECTION

593 ISP 0.00 (N/C)

8585

LIMITED LABOR WARRANTY

Repair Facility guarantees the labor used in performing the repairs listed on the front of the Repair Order for a period of 90,000 miles (whichever comes first) from the date such repairs were completed. This Limited Warranty specifically excludes alignments, electrical wiring and shocks, and fuel system when due to contamination. This Limited Warranty is extended to end-user and is not transferable to, nor enforceable by any other person.

During the duration of this Limited Warranty, the Repair Facility will provide additional labor, at no expense to customer, for any repairs that are necessitated as a result of any defect in labor performed while completing the repairs listed on the front of the Repair Order.

Under this Limited Warranty, customer must: (a) notify the Repair Facility at the address shown on the front of the Repair Order of any defect in labor within a reasonable time after customer discovers or should have discovered any such defect. Such notice must be given to the Repair Facility before the end of the duration period of this Limited Warranty, as specified above; (b) the vehicle to the Repair Facility at the address shown on the front of the Repair Order within five (5) days of notice of such defect; (c) authorize the Repair Facility to make the repairs required; and (d) pay the charges for any additional parts required.

With applicable sales tax upon completion of such repair. The only warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the period of this limited warranty. Under no circumstances will the Repair Facility be liable to customer for any incidental or consequential damages, including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of income and loss of profits, or income, or any other incidental damages. In addition, expressly is any dealer liability for defects pertaining to safety or performance, by way of "strict liability", negligence or otherwise.

The only warranties applying to this part(s) are those which may be offered by the manufacturer(s). The Repair Facility expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with a part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. In addition, expressly is any dealer liability for defects pertaining to safety or performance, by way of "strict liability", negligence or otherwise.

UNDER THE HOUR PURCHASED IN THE AUTHORIZED LABOR TIME GUIDE, WHICH REFLECTS AN AVERAGE TIME REQUIREMENT FOR THE REPAIR OF SPECIFIC VEHICLE REPAIRS, AND WHICH MAY THEREFORE BE EITHER MORE OR LESS THAN THE ACTUAL CLOCK TIME IN ANY GIVEN CASE, YOU WILL ONLY BE CHARGED THE HOUR TIME EVEN IF THE ACTUAL CLOCK HOURS ARE GREATER.

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

LABOR AMOUNT

PARTS AMOUNT

GAS, OIL, LUBE

SUBLET AMOUNT

MISC. CHARGES

TOTAL CHARGES

LESS DISCOUNTS

SALES TAX

PLEASE PAY THIS AMOUNT

TOTALS

Customer Copy

THANK YOU!

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

Service Advisor: **9563 Cameron Cocherl**

V6 24V VVT Engine Upg 1 w/ TRN:DFT 8-SPD_AUTO_ 9/KW531612

LIST	NET	TOTAL
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27APR19 07:25 SA: 9563

CONTACT: CAMERON

WE VALUE YOUR BUSINESS.
THANK YOU FOR CHOOSING CHRYSLER, DODGE, JEEP
OF PARAMUS!

LIMITED LABOR WARRANTY Repair Facility guarantees the labor used in performing the repairs listed on the front of the Repair Order for a period of 90 days or 10,000 miles (whichever comes first) from the date the repairs were completed. This Limited Warranty specifically excludes: alignment, electrical, engine and transmission, fuel system-when due to contamination. This Limited Warranty is extended to any customer who is not transferable to, nor enforceable by any other person. The duration period of this Limited Warranty, or the Repair Order, will provide additional labor, at no expense to customer, for any repairs that are necessitated as a result of any defect in labor performed while completing the repairs listed on the front of the Repair Order. Under this Limited Warranty, customer must (a) notify the Repair Facility at the address shown on the front of the Repair Order within a reasonable time after customer discovers or should have discovered any such defect. Such notification must be in writing and must be received by the Repair Facility within 15 (fifteen) days of the date of discovery; however, must be given to the Repair Facility before the end of the duration period of this Limited Warranty, as specified above; (b) the vehicle to the Repair Facility at the address shown on the front of the Repair Order within 15 (fifteen) days of notice of such defect; and (c) authorize the Repair Facility to make the repairs required; and (d) pay the charges for any additional parts required to complete the repairs. The Repair Facility's liability under this Limited Warranty, for the repair of any defect in labor, is limited to the cost of the labor and the cost of the parts required to complete the repairs. The Repair Facility is liable to customer for the cost of the labor and the cost of the parts required to complete the repairs. The Repair Facility is not liable for the cost of the labor and the cost of the parts required to complete the repairs. The Repair Facility is not liable for the cost of the labor and the cost of the parts required to complete the repairs. The only warranties applying to this part are those which may be offered by the manufacturer. The manufacturer's warranty is void as to the parts which are replaced under this Limited Warranty. The manufacturer's warranty is void as to the parts which are replaced under this Limited Warranty. The manufacturer's warranty is void as to the parts which are replaced under this Limited Warranty. THESE WARRANTIES ARE LIMITED TO THE LABOR AND MATERIALS USED IN THE REPAIRS LISTED ON THE FRONT OF THE REPAIR ORDER. THE REPAIR FACILITY IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE VEHICLE OR TO ANY OTHER PERSON OR PROPERTY, INCLUDING THE VEHICLE, ARISING OUT OF THE REPAIRS LISTED ON THE FRONT OF THE REPAIR ORDER. THE REPAIR FACILITY IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE VEHICLE OR TO ANY OTHER PERSON OR PROPERTY, INCLUDING THE VEHICLE, ARISING OUT OF THE REPAIRS LISTED ON THE FRONT OF THE REPAIR ORDER. THESE WARRANTIES ARE LIMITED TO THE LABOR AND MATERIALS USED IN THE REPAIRS LISTED ON THE FRONT OF THE REPAIR ORDER. THE REPAIR FACILITY IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE VEHICLE OR TO ANY OTHER PERSON OR PROPERTY, INCLUDING THE VEHICLE, ARISING OUT OF THE REPAIRS LISTED ON THE FRONT OF THE REPAIR ORDER. THE REPAIR FACILITY IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE VEHICLE OR TO ANY OTHER PERSON OR PROPERTY, INCLUDING THE VEHICLE, ARISING OUT OF THE REPAIRS LISTED ON THE FRONT OF THE REPAIR ORDER.		STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. CUSTOMER SIGNATURE		LABOR AMOUNT PARTS AMOUNT GAS, OIL, LUBE SUBLET AMOUNT MISC. CHARGES TOTAL CHARGES LESS DISCOUNTS SALES TAX PLEASE PAY THIS AMOUNT		TOTALS 10.50	
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CHRYSLER, JEEP, DODGE OF PARAMUS

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

Service Advisor: 3447 michael carbone

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
PW7MWhite	19	JEEP Wrangler Unlimi	1C4HJXDGX		8461	8461
DEL DATE	PROD. DATE	WARR. EXP.	PONO.	RATE	INV. DATE	R.O. OPENED
12DEC18			08:15 20AUG19	185.00	17AUG19	07:43 17AUG19
					CASH	12:27 17AUG19

OPTIONS: SOLD-STK:KW531612 ENG:ERC 3.6L V6 24V VVT_Engine Upg 1 w/ TRN:DFT 8-SPD_AUTO_9KW531612

LINE OPCODE TECH TYPE HOURS

B OIL AND FILTER CHANGE ONLY / DO NOT TOP FLUIDS

LOF LOF 764 DARRYL LIC#: 764

IN 0.30

HWR HAZARDOUS WASTE REMOVAL

1 68191349AC FILTER-ENGINE OIL

6 68283520AA OIL-0W20

C Multi-point inspection (according to maintenance interval)

MULTI Multi-point inspection (according to maintenance interval)

764 DARRYL LIC#: 764

ISP 0.00

D Recall / CSN 1 (V41: Customer Satisfaction Notification V41 -

Steering Damper**]

CAUSE: F 02V41182 Customer Satisfaction Notification V41 -

Steering Damper - Replace Replace Steering

Damper and Fasteners (1 - Semi-Skilled)

764 DARRYL LIC#: 764

W2 0.30

1 CCUKV411AA DAMPER-STEERING WHEEL

1 CCUKV413AA DAMPER-STEERING WHEEL

FC: PART#: COUNT:

CLAIM TYPE: W

AUTH CODE:

8461 REPLACE STEERING DAMPNER

E CUSTOMER IS AWARE THAT VEHICLE IS PAST DUE FOR MAINT / DECLINED SVC

AGAIN TODAY

STATEMENT OF DISCLAIMER	LABOR AMOUNT
The factory warranty constitutes all of the warranties with respect to the sale of this item/vehicle. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/vehicle.	PARTS AMOUNT
CUSTOMER SIGNATURE	GAS, OIL, LUBE
	SUBLET AMOUNT
	MISC. CHARGES
	TOTAL CHARGES
	LESS DISCOUNTS
	SALES TAX
	PLEASE PAY THIS AMOUNT
	TOTALS

THANK YOU!

Page 1 of 2

Customer Copy

To Receive Service

Discounts to your

Mobile Phone

Text

RT4VIP1 to 37483

Best Prices on all

Tires & Brakes

We will Beat

Lowest Price

YOU SAVE

\$

ON THIS VISIT

CHRYSLER, JEEP, DODGE OF PARAMUS

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

Service Advisor: 3447 michael carbone

DATE	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
PW7/White	19	JEEP Wrangler Unlimi	1C4HJXDG2		8461	8461
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PONO.	R.O. OPENED	READY
12DEC18						
			08:15 20AUG19	185.00	CASH	17AUG19
						07:43 17AUG19
						12:27 17AUG19

OPTIONS: SOLD-STK:KW531612 ENG-ERC 3.6L V6 24V Engine Upg 1 w/ TRN-DFT 8-SPD AUTO 9JRW531612

LINE OPCODE TECH TYPE HOURS
DOTS CUSTOMER DECLINED
764 DARRYL LIC#: 764
ISP 0.00

To Receive Service
Discounts to your

Mobile Phone
Text

RT4VIP1 to 37483

Best Prices on all
Tires & Brakes
We will Beat
Lowest Price

YOU SAVE

\$ 0.00

ON THIS VISIT

F ALIGN PASSED
UTD SERVICE UP-TO-DATE
764 DARRYL LIC#: 764
ISP 0.00

G EMISS SVC UTD
UTD SERVICE UP-TO-DATE
764 DARRYL LIC#: 764
ISP 0.00

CHRYSLER

WE VALUE YOUR BUSINESS.
THANK YOU FOR CHOOSING CHRYSLER, DODGE, JEEP
OF PARAMUS

STATEMENT OF DISCLAIMER	DESCRIPTION	LABOR AMOUNT
The factory warranty constitutes all of the warranties with respect to the sale of this item. The Seller hereby expressly disclaims all warranties, expressed or implied, including any merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item.	LABOR AMOUNT	0.00
	PARTS AMOUNT	0.00
	GAS, OIL, LUBE	0.00
	SUBLET AMOUNT	0.00
	MISC. CHARGES	0.00
	TOTAL CHARGES	0.00
	LESS DISCOUNTS	0.00
	SALES TAX	0.00
	PLEASE PAY THIS AMOUNT	0.00
	CUSTOMER SIGNATURE	

THANK YOU!

Page 2 of 2

Customer Copy

INVOICE

Inv

CHRYSLER, JEEP, DODGE
OF PARAMUS

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

Service Advisor: 916 Daniel Lamas

MAKE/MODEL		VIN		LICENSE		MILEAGE IN	MILEAGE OUT
JEEP Wrangler Unlimi		1C4HJXDGXK				12876	12877
TR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
	18:00 23NOV19		185.00	CASH	23NOV19	09:39 23NOV19	10:48 23NOV19

6L V6 24V VVT Engine Upg I w/ TRN:DFT 8-SPD AUTO 9JKW531812

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

DOTH CUSTOMER DECLINED

6894 Chris,Galdi LIC#: N

ISP 0.00

(N/C)

CHRYSLER, DODGE, JEEP OF PARAMUS IS NOW
INTRODUCING SERVICE FINANCING THROUGH
OUR CHRYSLER MASTERCARD PROGRAM.
0% INTEREST FOR 6 MONTHS
\$100.00 CREDIT CARD STATEMENT
SEE YOUR SERVICE ADVISOR FOR DETAILS!

LIMITED LABOR WARRANTY

A Repair Facility guarantees the labor used in performing the repairs listed on the front of the Repair Order for a period of 90 days or 4,000 miles (whichever comes first) from the date such repairs were completed. This Limited Warranty specifically excludes: misalignment, electrical wiring and shorts, and fuel system when due to contamination. This Limited Warranty is intended to provide a reasonable level of protection and is not transferable to, nor enforceable by any other person.

During the duration period of this Limited Warranty, the Repair Facility will provide additional labor, at no expense to customer, for repairs that are necessitated as a result of any defect in labor performed while completing the repairs listed on the front of the Repair Order.

To obtain repairs under this Limited Warranty, customer must: (a) notify the Repair Facility at the address shown on the front of the Repair Order of any defect in labor within a reasonable time after customer discovers or should have discovered any such defect. Such notice, however, must be given to the Repair Facility before the end of the duration period of this Limited Warranty, as specified above; (b) deliver the vehicle to the Repair Facility at the address shown on the front of the Repair Order within five (5) days of notice of such defect; (c) authorize the Repair Facility to make the repairs required; and (d) pay the charges for any additional parts required or with applicable sales tax upon completion of such repair.

The implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the period of this limited warranty. Under no circumstances will the Repair Facility be liable to customer for any incidental or consequential damages including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of income and inconvenience or commercial loss.

This part(s) is sold "as is". The only warranties applying to this part(s) are those which may be offered by the manufacturer(s). The dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, of income, or any other incidental damages. In addition, expressly disclaimed is any dealer liability for defects pertaining to safety or performance, by way of "strict liability", negligence or otherwise.

ALSO SEE THE TIMING PUBLISHED IN THE AUTHORIZED LABOR TIME GUIDE, WHICH REFLECTS AN AVERAGE TIME REQUIREMENT FOR THE REPAIR OF SPECIFIC VEHICLE REPAIRS, AND WHICH MAY THEREFORE BE EITHER MORE OR LESS THAN THE ACTUAL CLOCK TIME IN ANY GIVEN CASE. YOU WILL ONLY BE CHARGED THE BOOK TIME EVEN IF THE ACTUAL CLOCK HOURS ARE GREATER.

STATEMENT OF DISCLAIMER

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CUSTOMER SIGNATURE

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS DISCOUNTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

Customer Copy

Page 2 of 2

THANK YOU!

CHRYSLER, JEEP, DODGE OF PARAMUS

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

Service Advisor: 916 Daniel Lamas

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
PW7/White	19	JEEP Wrangler Unlimi	1C4HJXDGXK		13500	13501
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
12DEC18				18:00 31DEC19	185.00	CASH
OPTIONS: SOLD-STK:KW531612 ENG:ERC 3.6L V6 24V VTI Engine Upg 1 W/ TRN: DFT 8-SPD AUTO 9JKW531612			TOTAL			

LINE OPCODE TECH TYPE HOURS

Q Multi-point inspection (according to maintenance interval)

8778 ROBINSON, GARTH LIC#: 8778

***** (N/C)

R CUSTOMER STATES THAT CLUSTER WENT OUT ON DASH

CAUSE: F

08451001 Cluster, instrument panel - Test and

Replace Cluster (1 - Semi-Skilled)

8778 ROBINSON, GARTH LIC#: 8778

W2 0.50

FC: PART#: COUNT:

CLAIM TYPE: W

AUTH CODE: L

***** (N/C)

13500 TEST AND REPLACE IP CLUSTER

***** CUSTOMER STATES THAT VEHICLE AND STEERING SHAKE AT HIGHWAY SPEEDS

S CUSTOMER STATES THAT VEHICLE AND STEERING SHAKE AT HIGHWAY SPEEDS

NPF NO PROBLEM FOUND AT THIS TIME. UNABLE TO

DUPLICATE CUSTOMER CONCERN. WILL REQUIRE

FURTHER CHECK IF CONCERN CONTINUES.

8778 ROBINSON, GARTH LIC#: 8778

ISP 0.00

13500 COULD NOT DUPLICATE

***** CUSTOMER STATES LOUD NOISE FROM UNDER FRONT OF VEHICLE WHEN MAKING

T CUSTOMER STATES LOUD NOISE FROM UNDER FRONT OF VEHICLE WHEN MAKING

CAUSE: F

13190601 Frame - Buzz/Squeaks Rattles - Repair (0

- Low Skilled)

8778 ROBINSON, GARTH LIC#: 8778

To Receive Service

Discounts to your

Mobile Phone

Text

RT4VIP1 to 37483

Best Prices on all

Tires & Brakes

We will Beat

Lowest Price

YOU SAVE

\$

ON THIS VISIT

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Customer Copy

Page 1 of 2

THANK YOU!

CHRYSLER, JEEP, DODGE OF PARAMUS

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

Invoice

Tag

Service Advisor: 916 Daniel Lamas

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
PW7/White	19	JEEP Wrangler Unlimi	1C4HJXDGX		13500	13501
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	R.O. OPENED	READY
12DEC18			18:00 31DEC19		09:04 31DEC19	17:09 07JAN20

OPTIONS: SOLD-STK:KW531612 ENG:ERC 3.6L V6 24V VVT Engine Upg I w/ TRN-DFT 8-SPD AUTO 9KW531612

LINE OPCODE TECH TYPE HOURS
W2 2.90

LIST NET TOTAL
(N/C)

13500 NOISE FROM FRAME TO BODY BUSHINGS LOOSEN AND REMOVE FRAME
ATTACHMENT BOLT RAISE BODY ASSY LUBE ALL FRAME TO BODY BUSHINGS
REINSTALL ALL RETOUQUE ALL BOLTS TO FACTORY SPEC RETEST OK

U DECLINED 15K MAINT

DOTH CUSTOMER DECLINED

8778 ROBINSON, GARTH LIC#: 8778

ISP 0.00

(N/C)

V DECLINED ALIGNMENT

DOTH CUSTOMER DECLINED

8778 ROBINSON, GARTH LIC#: 8778

ISP 0.00

(N/C)

W DECLINED EMISSION SERVICE

DOTH CUSTOMER DECLINED

8778 ROBINSON, GARTH LIC#: 8778

ISP 0.00

(N/C)

CHRYSLER, DODGE, JEEP OF PARAMUS IS NOW
INTRODUCING SERVICE FINANCING THROUGH
OUR CHRYSLER MASTERCARD PROGRAM.
0% INTEREST FOR 6 MONTHS
\$100.00 CREDIT CARD STATEMENT
SEE YOUR SERVICE ADVISOR FOR DETAILS!

To Receive Service

Discounts to your

Mobile Phone

Text

RT4VIP1 to 37483

Best Prices on all

Tires & Brakes

We will Beat

Lowest Price

YOU SAVE

\$ 0.00

ON THIS VISIT

STATEMENT OF DISCLAIMER	DESCRIPTION	LABOR AMOUNT
The factory warranty constitutes all of the warranties with respect to the sale of this item. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. The Seller neither represents nor warrants that the person to whom this item is sold is a person in connection with the sale of this item.	LABOR AMOUNT	0.00
	PARTS AMOUNT	0.00
	GAS, OIL, LUBE	0.00
	SUBLET AMOUNT	0.00
	MISC. CHARGES	0.00
	TOTAL CHARGES	0.00
	LESS DISCOUNTS	0.00
	SALES TAX	0.00
	PLEASE PAY THIS AMOUNT	0.00
	TOTALS	0.00

THANK YOU!

Page 2 of 2

Customer Copy

- Invo

100 Sylvan Avenue · Englewood Cliffs, NJ 07632
SERVICE (201) 666-2501

Advisor: **8637 Nicholas Ragbir**

MAKE/MODEL		VIN		LICENSE		MILEAGE IN		MILEAGE OUT	
JEEP Wrangler Unlimi		1C4HJXDGXK				14500		14505	
EXP. PROMISED		PO NO.		RATE		PAYMENT		INV. DATE	
18:00 13FEB20				185.00		CASH		13FEB20	
								R.O. OPENED	
								READY	
								08:01 13FEB20	
								17:15 13FEB20	

VE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
CUSTOMER STATES THAT VEHICLE WILL START BUT DOES NOT DRIVE. CHECK AND ADVISE, TOW IN							

00000110 Battery - Test Charge Retest and Replace

0110 Battery - test Charge Recept
Single battery (0 - Low Skilled)
3482 W2 0.50

$$\begin{pmatrix} N/C \\ N/C \\ N/C \end{pmatrix}$$

1 BBH6A001AA BATTERY-STORAGE
1 BBAUX101AA BATTERY-STORAGE

08080103 Battery - Test and Replace Auxiliary -
start/stop (ESS) (0 - Low Skilled)

 $(\bar{N}/C)$

3482 W2 0.90

3482 W2 0.90
4500 STORAGE BATTERY AND AUX BATTERY FAILED GR8 TEST
EPLACED STORAGE BATTERY AND AUX BATTERY
EST DRIVE OK NOW *****

DECLINED EMISSIONS SERVICE

DECLINED EMISSIONS SERVICE
DOTHE DECLINED EMISSIONS SERVICE

(N/C)

DECLINED EMISSES
3482 ISP 0.00

DECLINED 15K SERVICE, LOF PERFORMED AT PARAMUS
UTD DECLINED 15K SERVICE, LOF PERFORMED AT
PARAMUS

(N/C)

3482 ISP 0.00

MULTI - MULTIPPOINT INSPECTION

MULTI MULTI - MULTIPOINT INSPECTION

(N/C)

MULTI - MULTIPLIER
3482 ISP 0.00

ALIGNMENT PERFORMED AT PARAMUS JEEP
UTD ALIGNMENT PERFORMED AT PARAMUS JEEP

(N/C)

3482	ISP	0.00
------	-----	------

[illegible]

THANK YOU!

Customer Copy

INVOICE

Inv

Chrysler Dodge Jeep Ram
of Englewood Cliffs100 Sylvan Avenue · Englewood Cliffs, NJ 07632
SERVICE (201) 666-2501

Service Advisor: 8637 Nicholas Ragbir

MAKE/MODEL		VIN		LICENSE		MILEAGE IN		MILEAGE OUT	
JEEP Wrangler Unlimi		1C4HJXDGXK				14500		14505	
EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED		READY	
	18:00 13FEB20		185.00	CASH	13FEB20	08:01 13FEB20		17:15 13FEB20	

NE OPCODE TECH TYPE HOURS

LIST NET TOTAL

T: 0.00 13FEB20 08:01 SA: 8637

ENGLEWOOD CLIFFS CHRYSLER, DODGE, JEEP RAM
IS NOW INTRODUCING SERVICE FINANCING THROUGH
OUR CHRYSLER MASTERCARD PROGRAM.
0% INTEREST FOR 6 MONTHS PLUS \$100
CREDIT OFF YOUR FIRST STATEMENT
SEE YOUR SERVICE ADVISOR FOR DETAILS!

LIMITED LABOR WARRANTY

Repair Facility guarantees the labor used in performing the repairs listed on the front of the Repair Order for a period of 90 days or 10,000 miles (whichever comes first) from the date such repairs were completed. This Limited Warranty specifically excludes: (a) components, electrical wiring and shorts, and fuel system (when due to contamination). This Limited Warranty is extended to owner/customer and is not transferable to any other person.

During the duration period of this Limited Warranty, the Repair Facility will provide additional labor, at its expense to customer, for any defect in labor within a reasonable time after customer discovery or should have discovered any such defect. Such order of any defect in labor must be given to the Repair Facility before the end of the duration period of this Limited Warranty. At such time as above, the vehicle to the Repair Facility at the address shown on the front of the Repair Order within five (5) days of notice of such defect. (c) authorize the Repair Facility to make the repairs required, and (d) pay the charges for any additional parts required or with applicable sales tax upon completion of such labor.

The implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the period of this limited warranty. Under the circumstances, the Repair Facility is liable to customer for any incidental or consequential damages including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of income and inconvenience or commercial loss.

The implied warranties applying to this partial are those which may be offered by the manufacturer. The Repair Facility hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

STATEMENT OF DISCLAIMER

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CUSTOMER SIGNATURE

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS DISCOUNTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

Customer Copy

Page 2 of 2

THANK YOU!

INVOICE

Invoice #

Tag #

Chrysler Dodge Jeep Ram
of Englewood Cliffs100 Sylvan Avenue · Englewood Cliffs, NJ 07632
SERVICE (201) 666-2501

Service Advisor: 8637 Nicholas Ragbir

MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
JEEP Wrangler Unlimi	1C4HJXDGX		14502	14502
R. EXP.	PROMISED	PO NO.	RATE	PAYMENT
18:00 14FEB20			185.00	CASH
INV. DATE	R.O. OPENED	READY		
20FEB20	08:30 14FEB20	12:43 20FEB20		

NE OPCODE TECH TYPE HOURS LIST NET TOTAL

CUSTOMER STATES THAT IGNITION TURNS ON AND DASH LIGHTS UP BUT VEHICLE
DOESN'T START. CHECK AND ADVISE

USE: E

08890102 TIPM totally integrated power module/PDC
power distribution center - Test and Replace
Module (2 - Skilled)

756 W2 0.60

(N/C)

(N/C)

1 68370551AC PDC
4502 NO COMM FROM PDC MODULE REPLACE PDC MODULE, PROGRAM SYSTEM
EST DRIVE NOW VEHICLE OPERATING AS DESIGNED

DECLINED EMISSIONS SERVICE

DOTHE DECLINED EMISSIONS SERVICE

3482 ISP 0.00

(N/C)

DECLINED 15K SERVICE, LOF PERFORMED @ PARAMUS CHRYSLER SERVICE DEP
UTD DECLINED 15K SERVICE, LOF PERFORMED @ PARAMUS
CHRYSLER SERVICE DEP

3482 ISP 0.00

(N/C)

MULTI - MULTIPOINT INSPECTION

MULTI MULTI - MULTIPOINT INSPECTION

3482 ISP 0.00

(N/C)

ALIGNMENT UP TO DATE PERFORMED @ PARAMUS CHRYSLER SERVICE DEP

UTD ALIGNMENT UP TO DATE PERFORMED @ PARAMUS

CHRYSLER SERVICE DEP

3482 ISP 0.00

(N/C)

LIMITED LABOR WARRANTY

Repair Facility guarantees the labor used in performing the repairs listed on the front of the Repair Order for a period of 90 days or 10,000 miles (whichever comes first) from the date such repairs were completed. This Limited Warranty specifically excludes: 1. alignment, electrical wiring and shorts, and fuel system - when due to contamination. This Limited Warranty is extended to the customer and is not transferable to, nor enforceable by any other person.

During the duration of this Limited Warranty, the Repair Facility will provide additional labor, at no expense to customer, for the repair of any defect in labor performed while completing the repairs listed on the front of the Repair Order.

Under this Limited Warranty, customer must: (a) notify the Repair Facility in the address shown on the front of the Repair Order of any defect in labor within a reasonable time after customer discovers or should have discovered any such defect. Such notification must be given to the Repair Facility before the end of the duration period of this Limited Warranty, as specified above; (b) pay the charges for any additional parts required; and (c) pay the charges for any additional parts required with applicable sales tax upon completion of such repair.

The Repair Facility's liability under this Limited Warranty is limited to the repair of any defect in labor performed while completing the repairs listed on the front of the Repair Order. The Repair Facility assumes no responsibility for any incidental or consequential damages, including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of income and inconvenience or commercial loss.

The Repair Facility expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for any incidental or consequential damages, including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of income and inconvenience or commercial loss. Buyer shall not be entitled to recover from the Repair Facility any consequential damages, including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of income and inconvenience or commercial loss. Buyer shall not be entitled to recover from the Repair Facility any consequential damages, including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of income and inconvenience or commercial loss.

LETTERSHIP LITERATURE THE HOURS PUBLISHED IN THE AUTHORIZED LABOR TIME GUIDE, WHICH REFLECTS AN AVERAGE TIME REQUIREMENT FOR THE REPAIR OF SPECIFIC VEHICLE REPAIRS, AND WHICH MAY THEREFORE BE EITHER MORE OR LESS THAN THE ACTUAL CLOCK TIME IN ANY GIVEN CASE, WILL ONLY BE CHARGED THE CLOCK TIME EVEN IF THE ACTUAL CLOCK HOURS ARE GREATER.

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CUSTOMER SIGNATURE

LABOR AMOUNT

PARTS AMOUNT

GAS, OIL, LUBE

SUBLET AMOUNT

MISC. CHARGES

TOTAL CHARGES

LESS DISCOUNTS

SALES TAX

PLEASE PAY THIS AMOUNT

Customer Copy

Page 1 of 2

THANK YOU!

Invoice

Tag

**Chrysler Dodge Jeep Ram
of Englewood Cliffs**

100 Sylvan Avenue • Englewood Cliffs, NJ 07632
SERVICE (201) 666-2501

Service Advisor: **8637 Nicholas Ragbir**

MAKE/MODEL		VIN		LICENSE		MILEAGE IN		MILEAGE OUT	
JEEP Wrangler Unlimi		1C4HJXDGXX				14502		14502	
PROMISED		PO NO.		RATE		INV. DATE		R.O. OPENED	
EXP.				CASH		20FEB20		08:30 14FEB20	
18:00 14FEB20				185.00				12:43 20FEB20	

~~NE OPCODE TECH TYPE HOURS~~

T: 0.00

14FEB20 08:30 SA: 8637

LIST	NET	TOTAL
------	-----	-------

ENGLEWOOD CLIFFS CHRYSLER, DODGE, JEEP RAM
IS NOW INTRODUCING SERVICE FINANCING THROUGH
OUR CHRYSLER MASTERCARD PROGRAM.
0% INTEREST FOR 6 MONTHS PLUS \$100
CREDIT OFF YOUR FIRST STATEMENT
SEE YOUR SERVICE ADVISOR FOR DETAILS!

[illegible]

INVOICE

Invoice #

Tag #

**CHRYSLER, JEEP, DODGE
OF PARAMUS**

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

Service Advisor: **916 Daniel Lamas**

MAKE/MODEL		VIN		LICENSE		MILEAGE IN		MILEAGE OUT	
JEEP Wrangler Unlimi		1C4HJXDGXK				18152		18153	
RR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED		READY	
	18:00 24JUN20		185.00	CASH	24JUN20	07:31 24JUN20		09:29 24JUN20	

6L V6 24V VVT Engine Upg 1 w/ TRN:DFT 8-SPD AUTO 9JKW531612

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

Multi-point inspection (according to maintenance interval)

MULTI Multi-point inspection (according to maintenance interval)

229 Price,Chris LIC#: 229

ISP 0.00

(N/C)

TIRER CUSTOMER DECLINED TIRES ON TODAY'S VISIT

229 Price,Chris LIC#: 229

ISP 0.00

(N/C)

18152 right rear tire has nail in it

CUSTOMER STATES THAT VEHICLE STALLED OUT THE OTHER DAY

CAUSE: tsb 18-051-19 rev a for concern pcm software updated needed. up date available.

181906A6 Module, Powertrain Control (PCM) -

Reprogram Module, Powertrain Control (PCM) -

Reprogram (0 - Low Skilled)

229 Price,Chris LIC#: 229

W2 0.30

(N/C)

FC: PART#: COUNT:

CLAIM TYPE: W

AUTH CODE:

18152 tsb 18-051-19 rev a for concern pcm software updated needed. up date available. flashed pcm.

TERM CARE LOF

XPRESS Lube, OIL AND FILTER CHANGE

229 Price,Chris LIC#: 229

IN 0.30

(N/C)

1 68191349AC FILTER-ENGINE OIL

6 68283520AA OIL-0W20

(N/C)

18152 performed service

LIMITED LABOR WARRANTY

The Repair Facility guarantees the labor used in performing the repairs listed on the front of the Repair Order for a period of 90 days or 4,000 miles (whichever comes first) from the date such repairs were completed. This Limited Warranty specifically excludes: (a) electrical wiring and shorts, and fuel system when due to contamination. This Limited Warranty is extended to the original customer and is not transferable to, nor enforceable by any other person.

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To obtain repairs under this Limited Warranty, customer must: (a) notify the Repair Facility at the address shown on the front of the Repair Order of any defect in labor within a reasonable time after customer discovers or should have discovered any such defect. Such notice, however, must be given to the Repair Facility before the end of the duration period of this Limited Warranty, as specified above; (b) bring the vehicle to the Repair Facility at the address shown on the front of the Repair Order within the (a) days of notice of such defect; (c) authorize the Repair Facility to make the repairs required; and (d) pay the charges for any additional parts required for the repairs.

This Limited Warranty, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the repair with applicable sales tax upon completion of such repair. The Repair Facility shall not be liable to customer for any incidental or consequential damages including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of income and inconvenience or commercial loss.

This warranty is sold "as is". The only warranties applying to this part(s) are those which may be offered by the manufacturer(s). The Repair Facility hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. In addition, expressly excluded is any greater liability for defects pertaining to safety or performance, by way of "strict liability", negligence or otherwise.

CALLER/BUYER/OWNER THE HOURS LISTED IN THE AUTHORIZED LABOR TIME GUIDE, WHICH REFLECTS AN AVERAGE TIME REQUIREMENT FOR THE REPAIR OF SPECIFIC VEHICLE REPAIRS, AND WHICH MAY THEREFORE BY EITHER MORE OR LESS THAN THE ACTUAL CLOCK TIME IN ANY GIVEN CASE. YOU WILL ONLY BE CHARGED THE BOOK TIME EVEN IF THE ACTUAL CLOCK HOURS ARE GREATER.

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CUSTOMER SIGNATURE

LABOR AMOUNT

PARTS AMOUNT

GAS, OIL, LUBE

SUBLET AMOUNT

MISC. CHARGES

TOTAL CHARGES

LESS DISCOUNTS

SALES TAX

PLEASE PAY THIS AMOUNT

TOTALS

Customer Copy

THANK YOU!

INVOICE

Invoice

Tag

CHRYSLER, JEEP, DODGE
OF PARAMUS

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

Advisor: 916 Daniel Lamas

MAKE/MODEL		VIN		LICENSE		MILEAGE IN		MILEAGE OUT	
JEEP Wrangler Unlimi		1C4HJXDGXK				18152		18153	
IR EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED		READY	
	18:00 24JUN20		185.00	CASH	24JUN20	07:31 24JUN20		09:29 24JUN20	

3L V6 24V VVT Engine Upg (w/ TRN:DFT 8-SPD AUTO 9)KW531612

NE OPCODE TECH TYPE HOURS LIST NET TOTAL

UTD ON ALIGNMENT

UTD SERVICE UP-TO-DATE.

229 Price,Chris LIC#: 229
ISP 0.00

(N/C)

DECLINED 18K

DOTH CUSTOMER DECLINED

229 Price,Chris LIC#: 229
ISP 0.00

(N/C)

DECLINED EMISSION SERVICE

DOTH CUSTOMER DECLINED

229 Price,Chris LIC#: 229
ISP 0.00

(N/C)

CHRYSLER, DODGE, JEEP OF PARAMUS IS NOW
INTRODUCING SERVICE FINANCING THROUGH
OUR CHRYSLER MASTERCARD PROGRAM.
0% INTEREST FOR 6 MONTHS
\$100.00 CREDIT CARD STATEMENT
SEE YOUR SERVICE ADVISOR FOR DETAILS!

UNITED LABOR WARRANTY

The Repair Facility guarantees the labor used in performing the repairs listed on the front of the Repair Order for a period of 90 days or 6,000 miles (whichever comes first) from the date such repairs were completed. This Limited Warranty specifically excludes: end alignments, electrical wiring and shorts, and fuel system when due to contamination. This Limited Warranty is extended to owner/customer and is not transferable in, nor enforceable by any other person. During the duration period of this Limited Warranty, the Repair Facility will provide additional labor, at no expense to customer, for any additional repairs that are necessitated as a result of any defect in labor performed while completing the repairs listed on the front of the Repair Order.

To obtain repairs under this Limited Warranty, customer must: (a) notify the Repair Facility at the address shown on the front of the Repair Order of any defect in labor within a reasonable time after customer discovers or should have discovered any such defect. Such notification, however, must be given to the Repair Facility before the end of the duration period of this Limited Warranty, as specified above; (b) bring the vehicle to the Repair Facility at the address shown on the front of the Repair Order within five (5) days of notice of such defect in labor; (c) authorize the Repair Facility to make the repairs required; and (d) pay the charges for any additional parts required for such repairs.

The implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of the limited warranty. Under no circumstances will the Repair Facility be liable to customer for any incidental or consequential damages including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of income and loss of profits. The only warranty applying to this part(s) are those which may be offered by the manufacturer(s). The Repair Facility is sold "as is". The only warranty applying to this part(s) are those which may be offered by the manufacturer(s). The Repair Facility hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/item(s). Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. In addition, expressly disclaimed is any dealer liability for defects pertaining to safety or performance, by way of "strict liability", negligence or otherwise.

THE HOURS LISTED IN THE AUTHORIZED LABOR TIME GUIDE, WHICH REFLECTS AN AVERAGE TIME REQUIREMENT FOR THE REPAIR, MAY VARY FROM THE ACTUAL TIME REQUIRED. THEREFORE, THE ACTUAL TIME REQUIRED MAY BE MORE OR LESS THAN THE ACTUAL CLOCK TIME IN ANY GIVEN CASE. YOU WILL ONLY BE CHARGED THE HOURS LISTED IN THE GUIDE, EVEN IF THE ACTUAL CLOCK HOURS ARE GREATER.

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

LABOR AMOUNT	TOTALS	0.00
PARTS AMOUNT		0.00
GAS, OIL, LUBE		0.00
SUBLET AMOUNT		0.00
MISC. CHARGES		0.00
TOTAL CHARGES		0.00
LESS DISCOUNTS		0.00
SALES TAX		0.00
PLEASE PAY THIS AMOUNT		0.00

Customer Copy

THANK YOU!

Align top of FedEx Express® shipping label here.

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

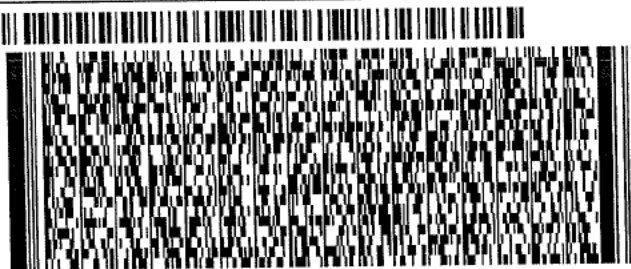
5603/11136/FEA

(215) 540-8888

REF:

INV:
PO:

DEPT:



FRI - 29 JAN 4:30P

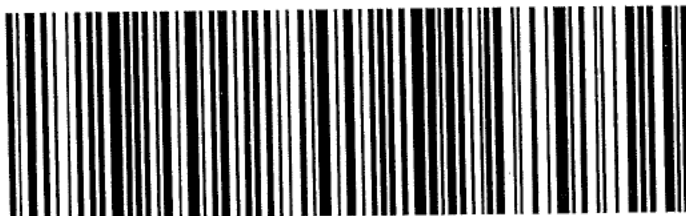
STANDARD OVERNIGHT

TRK#
0201

XX MTCA

48326

MI-US FNT



Mail Room

ick airbill or pouch here.

**Service of Process
Transmittal**

02/15/2021

CT Log Number [REDACTED]

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

RE: Process Served in New Jersey

FOR: FCA US LLC (Domestic State: DE)

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

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

DOCUMENT(S) SERVED: Summons, Complaint, Jury Demand, Certification, Designation, Attachment(s), Statement

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

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2019 Jeep Wrangler,
VIN#1C4HJXDGX [REDACTED]

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

DATE AND HOUR OF SERVICE: By Process Server on 02/15/2021 at 13:20

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

ACTION ITEMS: CT has retained the current log, Retain Date: 02/15/2021, Expected Purge Date: 02/20/2021

Image SOP

Email Notification, Lance Arnott sopverification@wolterskluwer.com

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

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

**Service of Process
Transmittal**

02/15/2021

CT Log Number [REDACTED]

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

RE: **Process Served in New Jersey**

FOR: FCA US LLC (Domestic State: DE)

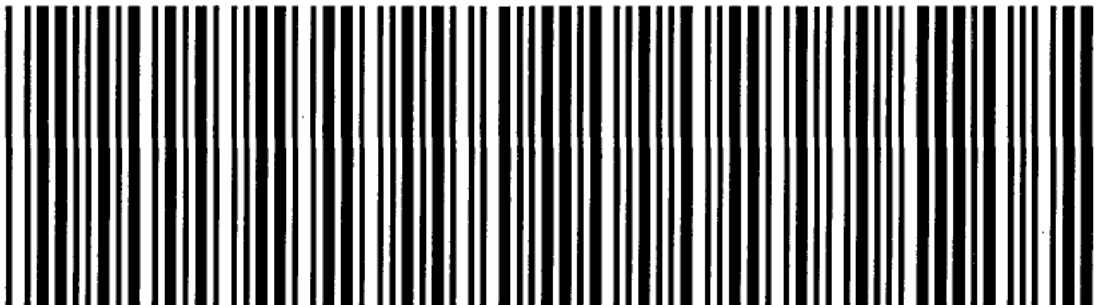
advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

PROCESS SERVER DELIVERY DETAILS

Date: Mon, Feb 15, 2021

Server Name: Lori Harrison-Braciszewski

Entity Served	FCA US LLC
Agent Name	
Case Number	
Jurisdiction	NJ



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

Superior Court of New Jersey

BERGEN COUNTY COUNTY

LAW DIVISION

Docket No.

Plaintiff(s)

Vs.

FCA US LLC

Defendant(s)

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 February 11, 2021

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. 030551989
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
(856) 429-8334

ATTORNEY FOR PLAINTIFF

[REDACTED]

Plaintiff,

v.

FCA US LLC

Defendant.

SUPERIOR COURT OF NEW JERSEY
BERGEN COUNT LAW DIVISION

CIVIL ACTION

NO.

COMPLAINT

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

2. Defendant, FCA US LLC, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with an address of 1000 Chrysler Drive, CIMS 485-13-32, Auburn Hills, MI 48326-2766. Defendant can be served at this address.

3. 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 December 12, 2018, Plaintiff leased a new 2019 Jeep Wrangler, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1C4HJXDGX [REDACTED]

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

6. 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 \$24,119.04. 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: steering system; instrument cluster; electrical system; chassis assembly; engine; stalling and no start

condition. 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 the foregoing 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 "Dealer" and/or "Manufacturer" as defined by N.J.S.A. §56:12-30.

16. On or about December 12, 2018, Plaintiff took possession of the above mentioned vehicle and experienced "Nonconformities" as defined by N.J.S.A. §56:12-30, 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 §N.J.S.A. 56:12-29 et seq.

18. The persistence of the Nonconformities described herein violate the express written warranties issued to Plaintiff by Defendant.

19. §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 or distributor, is unable to repair or correct the a nonconformity within a reasonable time, the manufacturer... shall accept return of the motor vehicle from the consumer. In the case of a motor vehicle... 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. §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 the 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 or distributor, other than a nonconformity subject to examination or repair pursuant to paragraph (3) of this subsection because it is likely to cause death or serious bodily injury if the vehicle is driven and the nonconformity continues to exist;
 - (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; or
 - (3) A conformity which is likely to cause death or serious bodily injury if the vehicle is driven has been subject to examination or repair at least once by the manufacturer...or its dealer or distributor, and the nonconformity continues to exist.
- b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer...or the dealer or distributor, 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...or with respect to a nonconformity which is likely to cause death or serious bodily injury if the vehicle is driven, the conformity has been subject to examination or repair at least once by the manufacturer...or its dealer or distributor, and the nonconformity continues to exist.

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.

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 this Complaint.

27. Pursuant to N.J.S.A. §56:12-29 et seq., Plaintiff seeks relief for losses due to the Nonconformities and defects affecting 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), respectively.

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

32. By the terms of its express warranties, implied 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, implied warranties and contracts; 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.

[REDACTED]

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 its express warranties, implied warranties and contracts, Defendant has breached said warranties, has violated the Magnuson-Moss Warranty Improvement Act, and Plaintiff has suffered damages in accordance with 15 U.S.C. §2310(d)(1). Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

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

39. Plaintiff avers Defendant's informal dispute settlement mechanism is not in compliance with 16 CFR 703 with regards to the claims set forth herein.

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 warranty of fitness for a particular purpose and implied warranty 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.

[REDACTED]

44. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim set forth herein, all attorney fees and costs 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.

B [REDACTED]

JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff
Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
(856) 429-8334

JURY-DEMAND

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



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.

KI

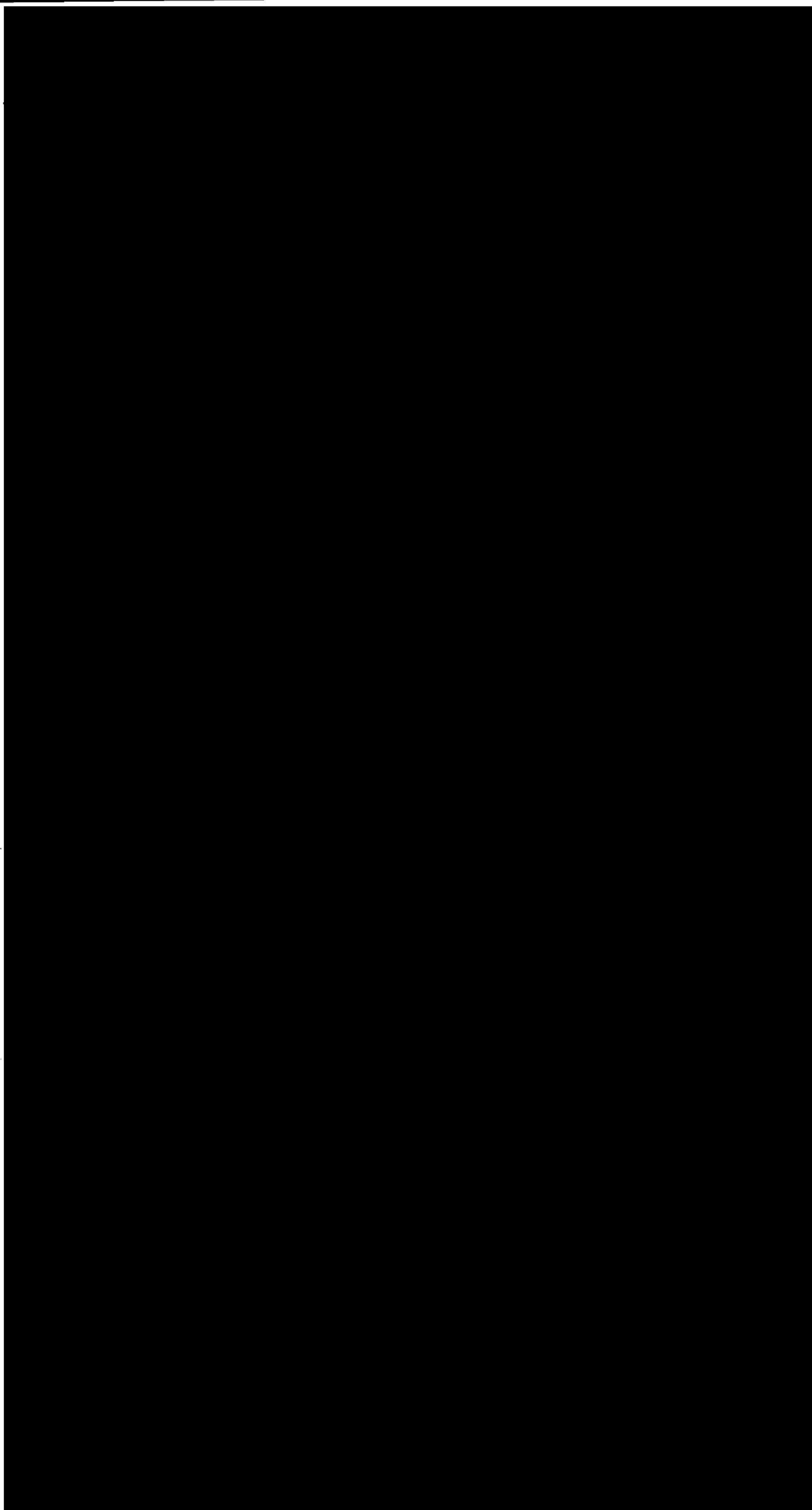
By: _____

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] this case.

KIMMEL & SILVERMAN P.C.

By: [REDACTED]



*Page 1 Requested from Client 1/26/21

5. ITEMIZATION OF AMOUNT DUE AT LEASE SIGNING OR DELIVERY

A. AMOUNT DUE AT LEASE SIGNING OR DELIVERY

(1) Capitalized Cost Reduction	\$ 1468.63
(2) First Monthly Payment	\$ 439.98
(3) Single Payment	\$ N/A
(4) Refundable Security Deposit	\$ N/A
(5) Title Fees	\$ N/A
(6) Registration Fees	\$ 395.19
(7) License Fees	\$ N/A
(8) Upfront Sales/Use Tax	\$ 7.50
(9) Capitalized Cost Reduction Tax	\$ N/A
(10) Acquisition Fee	\$ N/A
(11) Dealer Documentation/Service Fee	\$ 499.50
(12) WINDOW ETCH: (U)	\$ 198.00
(13) N/A	\$ N/A
(14) N/A	\$ N/A
(15) TOTAL	\$ 3000.00

B. HOW THE AMOUNT DUE AT LEASE SIGNING OR DELIVERY WILL BE PAID:

(1) Net Trade-In Allowance (if positive)	\$ 0.00
(2) Rebates and Noncash Credits	\$ N/A
(3) Amount to be Paid in Cash	\$ 3000.00

(4) TOTAL \$ 3000.00

6. YOUR MONTHLY OR SINGLE PAYMENT IS DETERMINED AS SHOWN BELOW:

A. GROSS CAPITALIZED COST. The Agreed Upon Value of the Vehicle (\$ 39656.57) and any items you pay for over the Lease term (such as service contracts, insurance, and outstanding prior credit for lease balance)

\$ 42708.78

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.

-\$ 1468.63

C. ADJUSTED CAPITALIZED COST. The amount used in calculating your Base Monthly Payment or Base Single Payment

=\$ 41239.95

D. RESIDUAL VALUE. The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment or Base Single Payment

-\$ 27550.40

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

=\$ 13689.55

F. RENT CHARGE. The amount charged in addition to the Depreciation and any Amortized Amounts +\$ 7429.49

G. TOTAL OF BASE MONTHLY PAYMENTS OR SINGLE PAYMENT. The Depreciation and any Amortized Amounts plus the Rent Charge = \$ 21119.04

H. LEASE PAYMENTS. The number of payments in your Lease ÷ 48

I. BASE MONTHLY PAYMENT OR BASE SINGLE PAYMENT = \$ 439.98

J. SALES/USE TAX +\$ N/A

K. N/A +\$ N/A

L. N/A +\$ N/A

M. TOTAL MONTHLY PAYMENT ("MONTHLY PAYMENT") OR TOTAL SINGLE PAYMENT ("SINGLE PAYMENT") = \$ 439.98

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.

7. EXCESSIVE WEAR AND USE. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of your contracted mile amount ("Regular Mileage", plus Additional Miles), at \$ 0.25 per mile. The "Regular Mileage" shall be 10000 miles per year. You have the option to purchase miles at Lease signing. You hereby agree to purchase N/A miles at \$ N/A per mile ("Additional Miles"). If, at the end of the scheduled Lease term, there is an unused portion of the Additional Miles, we will give you a credit for such unused portion of the Additional Miles provided that we shall have the right to set off such amount from any amount you owe us under this Lease. Such credit shall not be applicable if (i) you exercise your option to purchase the Vehicle, (ii) the Vehicle is a Total Loss, or (iii) you terminate this Lease early.

8. PURCHASE OPTION AT THE END OF LEASE TERM. You have an option to purchase the Vehicle at the end of the Lease term for the Residual Value plus any past due Monthly Payments or any other amount due under this Lease, plus official fees and taxes, plus a \$350 purchase option fee (the "Purchase Option Fee").

9. PURCHASE OPTION PRIOR TO THE END OF LEASE TERM. You have an option to purchase the Vehicle prior to the end of the Lease term for the Residual Value plus any past due Monthly Payments or any other amount due under this Lease, plus official fees and taxes, plus the Base Monthly Payment multiplied by the number of Base Monthly Payments not yet due (only if this is a Monthly Payment Lease), minus unearned Rent Charges calculated according to the actuarial method, plus the Purchase Option Fee.

10. OTHER IMPORTANT TERMS. Read all pages of this Lease for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

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12/12/2018 06:34 pm

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Page 2 of 8

Lessee Initials

Initials: N/A

11. ITEMIZATION OF GROSS CAPITALIZED COST

A. Agreed Upon Value of the Vehicle	\$ 39858.87	H. Dealer Documentation/Service Fee	+\$ N/A
B. License/registration/title fees	+\$ N/A	I. N/A	+\$ N/A
C. Sales/Use tax	+\$ 1437.21	J. N/A	+\$ N/A
D. Net Trade-In Allowance (if negative)	+\$ N/A	K. N/A	+\$ N/A
E. Optional service contract	+\$ 1616.00	L. N/A	+\$ N/A
F. Optional maintenance contract	+\$ N/A		
G. Acquisition fee	+\$ N/A	M. Total = Gross Capitalized Cost	=\$ 42708.78

12. OFFICIAL FEES AND TAXES

You will pay when due all government license, title, registration, testing, and inspection fees and taxes for the Vehicle whether included in your Monthly or Single Payment or in other amounts paid to Lessor. You will pay all taxes due under the Lease or related to the Vehicle that the government levies against you, the Vehicle, or the Lessor, even if they become due after the end of the Lease. Your Monthly Payment may change if taxes or fees change and you may be separately billed for taxes and fees. Estimated Official Fees and Taxes You Must Pay During the Lease: The total amount Lessor estimates that you will pay for official and license fees, registration, title, and taxes over the Lease term, whether included with your Monthly or Single Payment or assessed otherwise, is: \$ 2885.47. The actual total of official fees and taxes may be higher or lower depending on the tax rates in effect, the location or the value of the Vehicle when a fee or tax is assessed.

13. INSURANCE

NO PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS IS INCLUDED IN THIS LEASE. You agree to maintain in full force and effect either through an existing policy or a new policy, at least the following minimum insurance coverage during the Lease term and until the Vehicle is returned to us: (1) Public Liability for \$100,000 or \$300,000 combined single limit and Property Damage for \$50,000 or \$500,000 combined single limit; (2) Collision for actual value with a maximum deductible of \$1,000; (3) Comprehensive including fire and theft, for actual value with a maximum deductible of \$1,000; (4) any other insurance coverage required by state law; and (5) you must be listed as named insured or underwritten as a driver on the policy. You understand that the policy must provide CCAP Auto Lease Ltd. with primary coverage as an additional insured on item (1) and as loss payee on items (2) and (3). The policy must state that CCAP Auto Lease Ltd. will be given at least 10 days' notice of any cancellation, reduction or other material coverage changes. You will buy the insurance from an insurance company, which is acceptable to CCAP Auto Lease Ltd. and will furnish CCAP Auto Lease Ltd. with whatever written proof of coverage CCAP Auto Lease Ltd. may request. CCAP Auto Lease Ltd. may, for reasonable cause, decline the insurance provided by you.

14. VEHICLE WARRANTIES

The Vehicle is covered by the manufacturer's standard new car warranty. LESSOR LEASES THE VEHICLE TO YOU "AS IS", EXCEPT AS PROVIDED IN THIS LEASE AND (UNLESS PROHIBITED BY LAW) LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE VEHICLE'S (OR ANY OF ITS PARTS OR ACCESSORIES) CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND LESSOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER.

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Lessee Initials

Lessee Initials: N/A

15. OPTIONAL INSURANCE AND ADDITIONAL PRODUCTS

You are not required to purchase any of the insurance, contracts, agreements or products listed in this Section in order to lease the Vehicle. Your decision to buy them is not a factor in our decision to approve this lease. We will obtain any optional insurance coverage that you select below. A notice you receive when you sign this Lease describes the coverage in greater detail. Life insurance and disability insurance may not cover taxes and other amounts due before the 60th monthly payment.

OPTIONAL PRODUCTS	COVERAGE	AMOUNT	TERMS	LESSOR'S INITIALS	LESSEE'S INITIALS
Service Contract	N/A	N/A	N/A	N/A	N/A
Maintenance Contract	N/A	N/A	N/A	N/A	N/A
Wear and Tear	N/A	N/A	N/A	N/A	N/A
Other	N/A	N/A	N/A	N/A	N/A
On-Firm Car Select	\$ 1815.00	48000	FIDELITY	48	N/A

16. LATE CHARGES / RETURNED INSTRUMENT CHARGE / SECURITY DEPOSIT

A. LATE CHARGES. If this is a Single Payment Lease, you are not liable for any late charges. If this is a Monthly Payment Lease, and if Lessor does not receive all or any portion of any payment within 15 days of its due date, you must pay Lessor a late charge of \$35 or such lesser amount as may be set by law.

B. RETURNED INSTRUMENT CHARGE. If any check, draft or similar instrument you send in payment is returned for any reason, including, but not limited to, non-sufficient funds, you must pay a returned instrument charge of \$25, or such lesser amount as is permitted by law. In addition to any amount you are charged by any other party and the amount of the returned instrument, if no such amount is permitted by law, you will not owe a returned instrument charge.

C. RETURNALE SECURITY DEPOSIT. You agree that a security deposit may be required on this Lease and that Lessor may hold the security deposit for any interest or monetary benefit which may accrue will not be paid to you and will not be used to reduce your obligation under this lease. The security deposit cannot be used for a Monthly Payment Lease. Lessor will retain any amount held as a security deposit until all amounts due under this Lease have been paid in full, including personal property taxes, and Lessor may apply the security deposit against any unpaid amounts.

17. VEHICLE USE / MAINTENANCE

A. VEHICLE USE. You will be responsible for all operating expenses arising from the use of the Vehicle. You promise that neither you nor anyone else will: (1) use the Vehicle in any way which is illegal; (2) use the Vehicle in any way which would cause cancellation or suspension of the required insurance, warranty or other protection; (3) use the Vehicle as a public or private carrier; (4) remove the Vehicle for more than 30 days from the state where you reside or from the United States; (5) alter or remove equipment from the Vehicle which would decrease its value; (6) use the Vehicle for any service or conveying people or property for hire; (7) operate the Vehicle while the required driving license or insurance coverage; (b) fail to pay any taxes, penalty or other amount paid on your behalf, even if payment is requested after the termination date of the Lease.

B. VEHICLE MAINTENANCE. You must keep the Vehicle in the same condition as when you leased it, normal wear and mileage excepted. You must at your expense, maintain the Vehicle in good operating order and appearance and within the Vehicle in accordance with all legal requirements (including inspections). The manufacturer's recommendations and warranty requirements, including making service in connection with any recall campaign completed and verified. Lessor has the right to inspect the Vehicle at any time. Lessor has no obligation to provide a replacement vehicle for any reason. You agree to keep and maintain all service records on the Vehicle during the Lease term and provide such records to the Lessor at the end of the Lease term.

C. INDEMNITY. You agree to indemnify and hold us and our assigns, agents, and insurers harmless from all claims, demands, penalties, fines, losses and expenses (including attorney's fees) for which you are held liable or for which we are held liable, arising from the Vehicle's possession, use, condition or operation, including claims based on strict liability.

18. RIGHT TO TERMINATE EARLY

A. LESSEE'S RIGHT TO TERMINATE EARLY. You may terminate this Lease at any time before the end of the Lease term. If you elect to terminate this Lease before the end of the Lease term and you do not exercise your Purchase Option, the charge for such early termination is the Early Termination Liability as defined below in Section 19.

B. LESSOR'S RIGHT TO TERMINATE EARLY. Lessor may terminate this Lease before the end of the Lease term if you are in default. If you do not exercise your Option to Purchase upon such termination, Lessor shall be entitled to the following charges: (1) the Early Termination Liability as defined below in Section 19, plus (2) reasonable expenses, if any, incurred as a direct result of re-leasing the Vehicle, holding it, preparing it for sale and selling it, plus (3) if Lessor hires an attorney who is not a salaried employee of Lessor to collect what you owe, you agree to pay reasonable attorney's fees.

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19. EARLY TERMINATION LIABILITY

- A. MONTHLY PAYMENT LEASE.** For a Monthly Payment Lease, if this Lease terminates early, you agree to pay the sum of items (1) through (5) as follows:
1. Any unpaid Monthly Payments accrued up to the termination date, plus:
 2. A Turn-In Fee of \$495 or, if we repossess the Vehicle, instead of a Turn-In Fee, the actual expenses we incur in connection with repossessing, obtaining, storing, preparing for sale, and selling the Vehicle, including transportation and reconditioning, plus:
 3. Official fees and taxes in connection with the termination, plus:
 4. All other amounts due and owing under this Lease, except excess wear and mileage, plus:
 5. An early termination charge equal to the amount by which the Adjusted Lease Balance exceeds the Vehicle's Realized Value at termination.
- B. SINGLE PAYMENT LEASE.** For a Single Payment Lease, if this Lease terminates early, you agree to pay the sum of items (1) through (4) as follows:
1. A Turn-In Fee of \$495 or, if we repossess the Vehicle, instead of a Turn-In Fee, the actual expenses we incur in connection with repossessing, obtaining, storing, preparing for sale, and selling the Vehicle, including transportation and reconditioning, plus:

2. Official fees and taxes in connection with the termination, plus
 3. All other amounts due and owing under this Lease, except excess wear and mileage, plus:
 4. An early termination charge equal to the amount by which the Adjusted Lease Balance exceeds the Vehicle's Realized Value at termination.
- If this is a Single Payment Lease and if Early Termination occurs, and the Realized Value exceeds the Adjusted Lease Balance, you agree to pay the sum of items (1) through (3) in Section 19.B and you will be entitled to a credit ("Single Pay Termination Credit") equal to the lesser of (i) the amount by which the Realized Value exceeds the Adjusted Lease Balance, or (ii) the product of the Single Payment divided by the Lease Term times the number of whole months remaining until scheduled termination. Any amount by which the Single Pay Termination Credit exceeds the sum of items (1) through (3) in Section 19.B will be refunded to you. If the sum of items (1) through (3) in Section 19.B exceeds the Single Pay Termination Credit, you will owe the deficiency.

20. ADJUSTED LEASE BALANCE

- A. MONTHLY PAYMENT LEASE.** For a Monthly Payment Lease, your Adjusted Lease Balance is the Adjusted Capitalized Cost disclosed on the front of this Lease, less all Depreciation and other Amortized Amounts accrued up to the termination date, calculated according to the Constant Yield Method. "Constant Yield Method" means the method of determining the Rent Charge portion of each Base Monthly Payment, under which the Rent Charge for each month is earned in advance by multiplying the constant rate implicit in the Lease Term, the balance subject to Rent Charge as it declines during the scheduled Lease Term. At any time during the scheduled Lease Term, the balance subject to Rent Charge is the difference between the Adjusted Capitalized Cost and the sum of: (1) all

Depreciation and other Amortized Amounts accrued during the preceding months and (2) the first Base Monthly Payment.

- B. SINGLE PAYMENT LEASE.** For a Single Payment Lease, the Adjusted Lease Balance at a given time is determined by adding to the initial balance subject to Rent Charges all Rent Charges accrued as of the month of calculation. The Rent Charges accrue at a constant rate which compounds monthly and added to the initial balance subject to Rent Charge, will cause the resulting Adjusted Lease Balance to increase to the Residual Value over the term of the Lease. The initial balance subject to Rent Charge is the Adjusted Capitalized Cost less the Single Payment, excluding taxes.

21. REALIZED VALUE OF VEHICLE

- A. REALIZED VALUE.** If the Vehicle is not a Total Loss, the Vehicle's Realized Value will be the amount of any rebates or premiums or charges for insurance, extended warranties or service or maintenance contracts we actually receive, plus, at our option:
1. The gross wholesale sales price we receive for the Vehicle at disposition;
 2. The fair wholesale market value of the Vehicle at termination according to a recognized used vehicle guide selected by us and customarily used by motor vehicle dealers, including, but not limited to, Black Book, taking into consideration the Vehicle's mileage and physical condition;
 3. Any amount you and we agree to in writing after termination; or

4. If you obtain an independent appraisal (see below), the appraisal amount.

If the Vehicle is a Total Loss, the Realized Value is your insurance deductible, if received by us, plus the Vehicle's actual cash value less any deductions made by your insurer we receive from your insurer or any other party in payment for the loss; if there is no such payment, the Realized Value is zero.

- B. INDEPENDENT APPRAISAL.** In the event of an early termination of this Lease, you may obtain, at your own expense, from an independent third party agreeable to both Lessee and Lessor, a professional appraisal of the wholesale value of the Vehicle which could be realized at sale. The appraised value shall then be used as the Realized Value.

22. SCHEDULED TERMINATION LIABILITY / EXCESSIVE WEAR

- A. SCHEDULED TERMINATION LIABILITY.** Upon the termination of the Lease as scheduled at the end of the Lease Term, you will owe all amounts past due and unpaid, charges for Excessive Wear (Section 22.B) and/or excess mileage in accordance with Section 7, plus a Disposition Fee equal to \$395 or the maximum allowed by applicable law, if lower.

- B. EXCESSIVE WEAR.** You are responsible for repairing all damage and wear that is beyond the minor wear reasonably expected to result from ordinary use and everyday use, assuming that you use the Vehicle as this Lease permits (see Section 17.A) and maintain it as this Lease requires (see Section 17.B) ("Excessive Wear"). Excessive Wear includes, but is not limited to: (i) broken, cracked, chipped, scratched or discolored glass; (ii) damage to or deterioration of the body, metal work, trim or paint, including, by way of example, damage or deterioration that requires straightening of the metal or refinishing of the body; (iii) burned, torn or stained dash, floor covers, seats, headliners, upholstery or interior work; (iv) mismatched

wheels or tires (including spare) that are missing, are not in safe condition or have less than 4/32nd of an inch tread depth; (v) unsafe or unlawful operating condition; (vi) unrepaired or unreplaced mechanical parts which would have been repaired or replaced during the normal service of the Vehicle, including, by way of example but not limitation, transmissions, air conditioning components, engines, power steering or electrical components, or brakes which require any repair; (vii) any other damage, whether or not insurance covers it; (viii) any repaired or replaced parts which we have not approved; and (ix) missing accessories or equipment that were included in the Vehicle when it was delivered. You may obtain at the end of the Lease Term, at your expense, a professional appraisal of the amount required to repair or replace parts or the amount which the Excessive Wear reduces the value of the Vehicle. This professional appraisal shall be performed by an independent third party agreed to by you and us, which appraisal shall be final and binding on the parties.

23. PURCHASE OPTION

- A. END OF LEASE TERM.** At scheduled Lease termination, you may purchase the Vehicle "AS IS". You must notify Lessor of your intent to exercise the Option to Purchase. If you exercise the Option to Purchase at scheduled Lease termination, you agree to pay Lessor a sum equal to:

1. The Residual Value;
2. Plus any past due Monthly Payments and any other amount due under this Lease;
3. Plus the Purchase Option Fee, described in Section 8 of this Lease;
4. Plus any official fees, taxes and other charges related to the purchase of the Vehicle.

- B. PRIOR TO END OF LEASE TERM.** You have an Option to Purchase the Vehicle "AS IS" at any time prior to the end of the Lease Term. You must notify Lessor before you exercise the Option to Purchase. If you exercise the Option to Purchase at any time prior to the end of the Lease Term, you agree to pay Lessor a sum equal to:

1. Any past due Monthly Payments and any other amount due under this Lease;

2. Plus any official fees, taxes and other charges related to the purchase of the Vehicle;
3. Plus the Residual Value;
4. Plus the Purchase Option Fee, described in Section 8 of this Lease;
5. Plus the Base Monthly Payment times the number of Base Monthly Payments not yet due only if this is a Monthly Payment Lease;
6. Minus Unearned Rent Charges calculated according to the actuarial method. The term "actuarial method" means the method of allocating Base Monthly Payments between: (i) the reduction of the Adjusted Capitalized Cost to the Residual Value over the Lease Term; and (ii) Rent Charges. Under this method, a Base Payment is applied first to the accumulated Rent Charge and any remainder is subtracted from, or any deficiency is added to, the balance of the Adjusted Capitalized Cost. Rent Charges are earned on a set monthly schedule regardless of when a Monthly Payment is received. Rent Charges are at their maximum at the beginning of the Lease Term and decrease to their minimum at the end of the Lease Term.

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24. VEHICLE RETURN / LEASE EXTENSION

A. VEHICLE RETURN/HOLDOVER: Whether the Lease is terminated early or as scheduled, you must return the Vehicle to the place Lessor specifies. If you do not exercise your purchase option, as described on Section 23 above, if you fail to return the Vehicle to the place specified by the Lessor, you must pay us a transportation fee of \$150. You have no right to retain the Vehicle after termination of the Lease and that any holding over without Lessor's consent is a default under the Lease, as agreed under Section 26. If you hold the Vehicle beyond the end of the Lease Term without agreeing to an extension under Section 24.B, you will be liable for additional damages equal to \$150, plus (i) in a Monthly Payment Lease, one Monthly Payment for each month or part thereof that you retain the Vehicle, or (ii) in a Single Payment Lease, the Single Payment divided by the

number of months in the Lease Term, plus any applicable taxes, for each month or fraction thereof until the Vehicle is returned. Payment of such damages does not grant you the right to possession for the remainder of such month or for any period at all.

B. LEASE EXTENSION: Upon Lessor's written approval, at the Lessor's sole discretion, after expiration of the original Lease Term, you shall pay a \$100 lease extension fee for the privilege of extending this Lease. You understand that all contractual obligations will apply under any approved extension and that such extension period shall not exceed three (3) months in duration. In the case of such an extension, additional Monthly or Single Payment terms will be specified in a Lease Extension Agreement between you and us.

25. TOTAL LOSS / WAIVER OF GAP AMOUNT

A. Total Loss occurs, and the Vehicle is a Total Loss. If the Vehicle is damaged, stolen or lost and is deemed a Total Loss by your insurance company, if the Vehicle is subject to a Total Loss:

1. You will notify us and your insurance company within twenty-four (24) hours after any damage, loss, theft, seizure or impoundment of the Vehicle.
2. You will have no further liability if you have paid the deductible under the insurance coverage and have otherwise complied with all other promises contained in the Lease, including the obligation to pay the sum of (a) all Monthly Payments overdue and any other amounts that

are due or past due at the time of the loss; plus (b) any other amounts, including any deductible, that was subtracted from the Vehicle's actual cash value to determine the primary carrier insurance settlement proceeds Lessor received for the Total Loss. Even if the Vehicle is insured, you must continue to pay any applicable Monthly Payments until Lessor receives your full insurance proceeds.

3. If you do not have in effect the insurance required under this Lease, or Total Loss is not deemed by your insurer by reason of your fraudulent or criminal acts, the early termination charge set forth in Section 18.A.3 will not be waived and you will owe the Early Termination Liability set forth in Section 18.

26. DEFAULT

A. YOU WILL BE IN DEFAULT IF ANY OF THE FOLLOWING HAPPEN:

1. You fail to pay any payment under this Lease when due;
2. You fail to keep the Vehicle insured as required by this Lease or the Vehicle insurer denies full coverage or liability;
3. You fail to return the Vehicle upon termination of this Lease;
4. You fail to comply with any of the terms and conditions of this Lease;
5. You are subject to a proceeding in bankruptcy, receivership, or insolvency or you make an assignment for the benefit of creditors;
6. You die during the Lease term;
7. You rent, sublease, assign, or otherwise transfer any interest in this Lease, the Vehicle, or the right to use the Vehicle, without the prior written consent of Lessor;
8. You make any misrepresentation on your application for credit;
9. You fail to answer traffic summons or pay any traffic tickets or other fines when due;
10. The Vehicle is seized or confiscated for any reason by a law enforcement agency; or
11. Anything else occurs that Lessor believes endangers the Vehicle or its condition, impairs your ability to pay or compromises Lessor's ownership interest in the Vehicle.

B. LESSOR'S RIGHTS UPON DEFAULT (INCLUDING ADDITIONAL AMOUNTS YOU OWE UPON DEFAULT).

 If you are in default Lessor may:

1. End this Lease and require you to pay the amount you would have owed (a) under Section 19 if you terminated the Lease before the start of the last monthly period; or (b) under Section 22.A if you terminated the Lease on or after the start of the last monthly period.
 2. Take the Vehicle from you without demand. If the law permits, Lessor may go on your property to take the Vehicle. If the Vehicle has an electronic locating device, Lessor may use the device to find the Vehicle.
 3. Sue you for damages and to get the Vehicle back.
 4. Pursue any other remedy the law provides.
- Lessor will exercise its rights without breach of the peace, at reasonable times and places, in a reasonable way, and as the law permits. Lessor may take and store any personal items that are in the Vehicle. If you do not ask for the items back Lessor may dispose of them as the law permits. You will pay Lessor's reasonable expenses of taking these actions as the law permits. These expenses may include expenses of taking and storing the Vehicle, attorney's fees, collection costs and court costs if permissible under state law.

27. ARBITRATION

YOU AGREE THAT ANY AND ALL CLAIMS WILL BE RESOLVED BY INDIVIDUAL ARBITRATION AND NOT IN COURT IF YOU OR LESSOR REQUESTS ARBITRATION. YOU HEREBY ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO PROCEED IN COURT AND TO JURY TRIAL. ADDITIONALLY, YOU WAIVE ALL RIGHTS TO PROCEED IN A CLASS ACTION OR CLASS ARBITRATION. Any controversy or claim between or among you and Lessor, including, but not limited to, those arising out of or relating to the Vehicle, this Lease or any related agreement or any claim based on or arising from an alleged tort, shall at the request of either party be determined by individual arbitration except for proceedings in small claims court, self-help vehicle recovery, and other self-help such as the exercise of set-off rights. The arbitration shall be governed by the Federal Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Lease, and under the authority and the applicable consumer rules and procedures of the American Arbitration Association ("AAA") then in effect, which are available at www.adr.org or by contacting AAA at 800-778-7879. If AAA no longer arbitrates the type of dispute at issue, the arbitration organization shall be an organization you propose that is acceptable to Lessor and the rules and procedures shall be the rules and procedures of that arbitration organization. Arbitrator(s) must be licensed attorney(s). The arbitration shall take place in the state in which you reside and shall apply the law of the state where the Dealer is located. If you do not reside in the United States, the arbitration shall take place in the state in which the Dealer is located. Lessor will advance all arbitration forum administrative fees, which the arbitrator(s) may decide that you must repay unless such repayment would be prohibited under state law. If the dispute were resolved in court, responsibility for paying costs, attorneys' fees and expenses will be determined by the arbitrator(s) applying state law. Neither Lessor nor you shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity. If this waiver of class proceedings is held to be unenforceable, the entire arbitration provision is void and the remainder of the Lease remains enforceable. You have the right to opt out of arbitration by notifying us in writing at 1601 Elm Street, Suite 800, Dallas, TX 75201 within 30 days after execution of the Lease.

28. GENERAL PROVISIONS

- A. SECURITY INTEREST/SET OFF.** You grant Lessor a security interest to the extent permitted by state law, in the loss proceeds of any vehicle insurance, service contracts or products financed in connection with this Lease and in any premium refunds for such insurance, service contracts or other products to secure performance of your obligations under this Lease. You grant Lessor the right to set off amounts owed by you to Lessor against any amounts owed by Lessor to you without notice or demand, except as required by applicable law.
- B. LIMITED POWER OF ATTORNEY.** You appoint us or our agent as your attorney-in-fact to do the following: (1) settle any insurance claim related to the Vehicle; (2) endorse your name on any check or draft we receive for damage or loss of the Vehicle; and (3) to sign your name to any title, registration or other similar documents related to the Vehicle. This power of attorney is coupled with an interest in the Vehicle and is not revocable.
- C. ADDITIONAL CREDITS AND AMOUNTS DUE.** Regardless of how this Lease ends, you will owe Lessor any unpaid fees and taxes, including any tax on what you owe because the Lease ends early, plus any amounts due because you breached your obligations under this Lease. Lessor may cancel any optional insurance or service, maintenance, or other contracts that Lessor financed for you. Lessor will give you a credit for any amount Lessor receives from such a cancellation, unless the GAP Waiver in Section 25 applies.
- D. ODOMETER STATEMENT.** You agree to maintain the Vehicle's odometer so that it is always accurate. You will provide us with an odometer certification at any time we request one. Federal law requires you to give us a statement of the Vehicle's mileage in connection with a transfer of Vehicle ownership. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.
- E. NO WAIVER.** We do not waive our rights or remedies under this Lease by delaying or failing to exercise them at any time. Our acceptance of late or partial payments under this Lease will not constitute a waiver of our right to receive timely payment in full or any other rights.
- F. ASSIGNMENT.** You have no right to assign any of your rights under this Lease or to sublet the Vehicle. Lessor can assign its interest in this Lease and the Vehicle without your consent. If the Lease is assigned by Assignee, a subsequent assignee may designate CCAP Auto Lease Ltd. or its trustee, as agent to hold title for the benefit of that subsequent assignee on the Vehicle's certificate of title and/or registration. Any subsequent Assignee will not be required to make repairs to the Vehicle, obtain insurance, or perform any service. Lessor has agreed to perform under this Lease. You understand that you may not receive notice of any assignment of this Lease.
- G. CREDIT REPORTS.** You authorize us to obtain your credit report, credit score or other consumer reports from any consumer reporting agency now and during the term of this Lease, and to reinvestigate your credit for use in monitoring this Lease, collection of amounts owed under this Lease and extending or amending this Lease to the full extent permitted by law. You are also hereby notified that if you fail to fulfill the terms of your credit obligations under this Lease, a negative report regarding your credit may be submitted to each consumer reporting agency. Lessor may share credit account and financial information with our affiliates and other third parties except to the extent prohibited by our policies or by law, including your instructions that must be followed under the Gramm-Leach-Bliley Act and state law.
- H. GOVERNING LAW.** This Lease is governed by, and will be interpreted in accordance with the laws of the state where the Dealer is located.
- I. ENFORCEABILITY.** If any provision of this Lease is found to be unenforceable, illegal, or void, the remaining provisions of this Lease will remain in full force and effect.

29. COMMUNICATIONS WITH LESSEE

- A. CONSENT TO MONITOR AND RECORD PHONE CALLS.** To ensure that Lessee's inquiries are handled promptly, courteously, and accurately, some of the phone calls between you and us or any of our affiliates, agents, assigns and service providers, may be monitored and recorded by us and any of our affiliates, agents, assigns and service providers, to enhance service to you. You consent to this monitoring and recording.
- B. SERVICING AND COLLECTION CALLS.** You agree that in order for us to service this Lease or to collect any amounts you owe, Lessor may make calls and/or send text messages to you at any telephone number(s) that you have provided to us, now or in the future, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or automatic telephone dialing system. You further agree that in order for us to service this Lease or to collect any amounts you owe, that Lessor may send e-mails to you at any e-mail address you provide us or use other electronic means of communication to the extent permitted by law.

30. NOTICES

New Jersey Consumer Protection Leasing Act Disclosure

Total Cost of the Lease: **41239.96**

The Total Cost of the Lease is an amount required to be disclosed under New Jersey Law which is, assuming there is no default and that the lessee exercises the purchase option at the end of the term of the lease, the sum of: (i) the total amount of all payments required at the beginning of the lease; (ii) the total amount to be paid in periodic payments during the term of the lease; (iii) the amount of any liability the lease imposes upon the lessee at the end of the term of the lease; and (iv) the purchase option price. Any refundable security deposit and insurance charges are not included in the Total Cost of the Lease.

ELECTRONIC CONTRACTING AND SIGNATURE: You hereby agree that your electronic signature below signifies your intent to enter into this Lease, which shall be legally valid and enforceable in accordance with its terms (the "Electronic Contract"). Upon signing this Lease, you will receive a copy of this Lease, which shall not be considered an authoritative copy. The authoritative copy shall be the electronic copy stored in a document management system designated by us (the "Authoritative Copy"). Notwithstanding the foregoing, the Authoritative Copy may be converted into a paper contract by printing it and being marked by us as an original (the "Paper Contract"). Once such Paper Contract is created, it shall constitute the Authoritative Copy and you acknowledge and agree that: (a) your signing of the Electronic Contract also constitutes issuance and delivery of the Paper Contract; (b) your electronic signature below, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (c) after such conversion, your obligations will be evidenced by the Paper Contract alone.

THIS LEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND US: No agreements exist between you and Lessor except as set forth in this Lease. The agreement between the parties may only be modified by a writing signed by you and Lessor, except that at the end of the original Lease Term, the Lessor may, at its discretion, extend the Lease for a period not to exceed three (3) months. No course of performance will modify the agreement between the parties or constitute a waiver.

Lessee's Signature: _____ Lessor's Initials: **N/A** ✓

NOTICE: (1) BY SIGNING BELOW, YOU AGREE TO ALL THE PROVISIONS ON ALL PAGES OF THIS LEASE. (2) YOU ACKNOWLEDGE THAT YOU HAVE READ THE ENTIRE LEASE. (3) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETELY FILLED-IN COPY OF THIS LEASE AND OF ANY OTHER AGREEMENTS, POLICIES OR CERTIFICATES THAT YOU SIGNED OR AGREED TO PURCHASE. (4) THIS IS A LEASE AGREEMENT AND NOT A PURCHASE AGREEMENT. PLEASE SEEK INDEPENDENT PROFESSIONAL ADVICE IF YOU HAVE QUESTIONS CONCERNING THIS TRANSACTION. (5) YOU AGREE THAT YOU HAVE READ THE ARBITRATION PROVISION ON THIS LEASE, INCLUDING THE METHOD FOR OPTING OUT, AND YOU AGREE TO ARBITRATE ALL CLAIMS IN ACCORDANCE WITH THE ARBITRATION PROVISION IN SECTION 27.

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

X **N/A**

Co-Lessee Signature: _____

X

Signature: _____

Authorized Signer Name (Print): _____ Title: _____

LESSOR SIGNATURE AND ASSIGNMENT

By signing below, Lessor identified above agrees to the following: (1) Lessor accepts this Lease; (2) Lessor assigns all right, title and interest in this Lease and the Vehicle to COAP Auto Lease Ltd. ("Assignee") under the terms of the Chrysler Capital Non-Recourse Master Dealer Agreement in effect as amended from time to time. Lessor acknowledges that Lessor is not an agent or Assignee or its service, and that neither the Chrysler Capital Non-Recourse Master Dealer Agreement nor this assignment makes Lessor an agent of Assignee or its service.

Lessor Signature: _____ Lessor Representative Name: _____ Title: _____

DUPLICATE 1

Invoice

Tag

**CHRYSLER, JEEP, DODGE
OF PARAMUS**

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

Advisor: **9563 Cameron Cocherl**

MAKE/MODEL				LICENSE		MILEAGE IN		MILEAGE OUT	
FEP Wrangler Unlimi				1C4HUXD		4035		4037	
EXP		PROMISED		PO NO		R/O OPENED		READY	
11-00		27APR19		175.00		27APR19		07:25 27APR19 10:36 27APR19	
V6 24V VVT Engine 4sp. w/ TRN DFF 8 SPD AUTO 5/KW631612									

IN	OPCODE	TECH	TYPE	HOURS
1	1	1	1	1
2	2	2	2	2
3	3	3	3	3
4	4	4	4	4
5	5	5	5	5
6	6	6	6	6
7	7	7	7	7
8	8	8	8	8
9	9	9	9	9
10	10	10	10	10
11	11	11	11	11
12	12	12	12	12
13	13	13	13	13
14	14	14	14	14
15	15	15	15	15
16	16	16	16	16
17	17	17	17	17
18	18	18	18	18
19	19	19	19	19
20	20	20	20	20
21	21	21	21	21
22	22	22	22	22
23	23	23	23	23
24	24	24	24	24
25	25	25	25	25
26	26	26	26	26
27	27	27	27	27
28	28	28	28	28
29	29	29	29	29
30	30	30	30	30
31	31	31	31	31
32	32	32	32	32
33	33	33	33	33
34	34	34	34	34
35	35	35	35	35
36	36	36	36	36
37	37	37	37	37
38	38	38	38	38
39	39	39	39	39
40	40	40	40	40
41	41	41	41	41
42	42	42	42	42
43	43	43	43	43
44	44	44	44	44
45	45	45	45	45
46	46	46	46	46
47	47	47	47	47
48	48	48	48	48
49	49	49	49	49
50	50	50	50	50
51	51	51	51	51
52	52	52	52	52
53	53	53	53	53
54	54	54	54	54
55	55	55	55	55
56	56	56	56	56
57	57	57	57	57
58	58	58	58	58
59	59	59	59	59
60	60	60	60	60
61	61	61	61	61
62	62	62	62	62
63	63	63	63	63
64	64	64	64	64
65	65	65	65	65
66	66	66	66	66
67	67	67	67	67
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69	69	69	69	69
70	70	70	70	70
71	71	71	71	71
72	72	72	72	72
73	73	73	73	73
74	74	74	74	74
75	75	75	75	75
76	76	76	76	76
77	77	77	77	77
78	78	78	78	78
79	79	79	79	79
80	80	80	80	80
81	81	81	81	81
82	82	82	82	82
83	83	83	83	83
84	84	84	84	84
85	85	85	85	85
86	86	86	86	86
87	87	87	87	87

LIST	NET	TOTAL
1	100	100
2	100	100
3	100	100
4	100	100
5	100	100
6	100	100
7	100	100
8	100	100
9	100	100
10	100	100
11	100	100
12	100	100
13	100	100
14	100	100
15	100	100
16	100	100
17	100	100
18	100	100
19	100	100
20	100	100
21	100	100
22	100	100
23	100	100
24	100	100
25	100	100
26	100	100
27	100	100
28	100	100
29	100	100
30	100	100
31	100	100
32	100	100
33	100	100
34	100	100
35	100	100
36	100	100
37	100	100
38	100	100
39	100	100
40	100	100
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43	100	100
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45	100	100
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50	100	100
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55	100	100
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58	100	100
59	100	100
60	100	100
61	100	100
62	100	100
63	100	100
64	100	100
65	100	100
66	100	100
67	100	100
68	100	100
69	100	100
70	100	100
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72	100	100
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74	100	100
75	100	100
76	100	100
77	100	100
78	100	100
79	100	100
80	100	100
81	100	100
82	100	100
83	100	100
84	100	100
85	100	100
86	100	100
87	100	100
88	100	100
89	100	100
90	100	100
91	100	100
92	100	100
93	100	100
94	100	100
95	100	100
96	100	100
97	100	100
98	100	100
99	100	100
100	100	100

ISE:

3K 3500 MILE SERVICE
593 WSC2 0.30

(N/C)

3K 3500 MILE SERVICE
593 IN 0.00

(N/C)

1 68191349AC FILTER-ENGINE OIL

 $\{N/C\}$

6 68283520AA OIL-0W20

 $\{N/C\}$

1 4318067AC *SOLVENT-WINDSHIELDWASHER

$\{N/C\}$

135 3K PERFORMED

9-031- 2019 JL INSTRUMENT PANEL CLUSTER SOFTWARE FLASH

ISE:

181947C1 Module, Instrument Panel Cluster (IPC) -

Inspect Module, Instrument Panel Cluster

IPC Inspect Only (0 - Low Skilled)

893 W2 0 20

FC PART#: COUNT:

CLAIM TYPE: W

AUTH CODE:

ASTH CODE: 1

135 UPDATED IPC AS PER RRT

MULTIPOINT INSPECTION

MULTI MULTIPOINT INSPECTION

LINE	DESCRIPTION	AMOUNT
593	ISP	0.00

(N/C)

8585

LIMITED LABOR WARRANTY: This Factory warrants the labor used in the repair of the vehicle as stated on the Repair Order for a period of 90 days or 10,000 miles, whichever comes first from the date such repairs were completed. This Limited Warranty specifically excludes alterations, electrical wiring and shorts, and fuel system when due to contamination. This Limited Warranty is extended to the original owner, and is not transferable to any other owner. The following items at the United Warranty Repair Facility will be performed under this labor warranty at no expense to customer, for the first year or 10,000 miles, whichever comes first, after the date of completion of the repair work: 1. All repairs made on the vehicle within the time period of the labor warranty, and the cost of such repairs, shall be covered by the United Warranty Repair Facility. The cost of such repairs shall be covered by the United Warranty Repair Facility for the first year or 10,000 miles, whichever comes first, after the date of completion of the repair work. 2. The cost of such repairs shall be covered by the United Warranty Repair Facility for the first year or 10,000 miles, whichever comes first, after the date of completion of the repair work. 3. The cost of such repairs shall be covered by the United Warranty Repair Facility for the first year or 10,000 miles, whichever comes first, after the date of completion of the repair work. 4. The cost of such repairs shall be covered by the United Warranty Repair Facility for the first year or 10,000 miles, whichever comes first, after the date of completion of the repair work. 5. The cost of such repairs shall be covered by the United Warranty Repair Facility for the first year or 10,000 miles, whichever comes first, after the date of completion of the repair work. 6. The cost of such repairs shall be covered by the United Warranty Repair Facility for the first year or 10,000 miles, whichever comes first, after the date of completion of the repair work. 7. The cost of such repairs shall be covered by the United Warranty Repair Facility for the first year or 10,000 miles, whichever comes first, after the date of completion of the repair work. 8. The cost of such repairs shall be covered by the United Warranty Repair Facility for the first year or 10,000 miles, whichever comes first, after the date of completion of the repair work. 9. The cost of such repairs shall be covered by the United Warranty Repair Facility for the first year or 10,000 miles, whichever comes first, after the date of completion of the repair work. 10. The cost of such repairs shall be covered by the United Warranty Repair Facility for the first year or 10,000 miles, whichever comes first, after the date of completion of the repair work.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller disclaims the warranty of any kind, whether expressed or implied, in connection with the sale of this item/items. CUSTOMER SIGNATURE	LABOR AMOUNT PARTS AMOUNT GAS, OIL, LUBE SUBLET AMOUNT MISC. CHARGES TOTAL CHARGES LESS DISCOUNTS SALES TAX PLEASE PAY THIS AMOUNT
--	---	--

DUPLICATE 1

Invoice #:

Tag #

**CHRYSLER, JEEP, DODGE
OF PARAMUS**

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

ce Advisor: 9563 Cameron Cochert

MAKE/MODEL		VIN		LICENSE		MILEAGE IN		MILEAGE OUT	
EEP Wrangler Unlim		1C4HJXDC				4035		4037	
EXP PROMISED		RD NO		RAT		INV DATE		R.O. OPENED	
11:00 27APR19				175.00		COUP 27APR19		07:25 27APR19	
								10:36 27APR19	
V6 24V VVT Engine, 4x4, 1.7L, 4TRN, DRCT 8 SPD, AUTO, 91KW531612									
E OPCODE TECH TYPE HOURS						LIST		NET TOTAL	

1: 13.50 27APR19 07:25 SA: 9563

' : 0.00 27APR19 07:25 SA: 9563

CONTACT: CAMERON

WE VALUE YOUR BUSINESS.
THANK YOU FOR CHOOSING CHRYSLER, DODGE, JEEP
OF PARAMUS!

SECRET

Jeep

SECRET

LIMITED LABOR WARRANTY. This Factory warrants the labor work in performing the repairs listed on the front of the Repair Order for a period of 90 days or 1000 miles (whichever comes first) from the date such repairs were completed. The Limited Warranty applies only to mechanical parts and labor performed by the factory or its authorized service centers. It does not cover wear and tear items (such as tires and a not listed parts), nor does it cover any other labor. The duration period of the Limited Warranty, the items repaired and the expense to customer, for the duration of the Limited Warranty, shall be the same as the actual expense incurred by the factory. The duration period of the Limited Warranty shall be the same as the actual expense incurred by the factory. The duration period of the Limited Warranty shall be the same as the actual expense incurred by the factory.		STATEMENT OF DISCLAIMER. This factory warranty constitutes all of the warranties with respect to the sale of this item/item(s). The Seller hereby expressly disclaims all warranties, either express or implied, including but not limited to the implied warranty of merchantability or fitness for a particular purpose. Seller, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/item(s).		LABOR AMOUNT 0.00	
FACTORY WARRANTY. This factory warranty constitutes all of the warranties with respect to the sale of this item/item(s). The Seller hereby expressly disclaims all warranties, either express or implied, including but not limited to the implied warranty of merchantability or fitness for a particular purpose. Seller, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/item(s).		PARTS AMOUNT 0.00		GAS, OIL, LUBE 0.00	
SALES TAX 10.50		SUBLET AMOUNT 0.00		MISC. CHARGES 0.00	
TOTAL CHARGES 0.00		LESS DISCOUNTS 0.00		SALES TAX 0.00	
PLEASE PAY THIS AMOUNT -10.50		CUSTOMER SIGNATURE _____		SALES TAX 0.00	

Customer Copy

Page 2 of 2

THANK YOU!

CHRYSLER, JEEP, DODGE
OF PARAMUSWest 315 Route 4 - PARAMUS, N.J. 07652
SERVICE (201) 488-8000 - SALES (201) 488-9000

Service Advisor: 3447 michael carbone

COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN	MILEAGE OUT	
PW7/White	19	JEEP Wrangler Unlimi		1C4HJXDG			8461	8461	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
12DEC18			08:15 20AUG19		185.00	CASH	17AUG19	07:43 17AUG19	12:27 17AUG19
OPTIONS: SOLD-STK:KW531612 ENG:ERC 3.6L V6 24V VVT Engine Upg 1 w/ TRN:DFT 8-SPD AUTO 91KW531612									

OPTIONS: SOLD-STK:KW531612 ENG:ERC 3.6L V6 24V VVT Engine Upg 1 w/ TRN:DFT 8-SPD AUTO 9/KW531612

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
B							

B OIL AND FILTER CHANGE ONLY / DO NOT TOP FLUIDS
LOF LOF764 DARRYL LIC#: 764
IN 0.30HWR HAZARDOUS WASTE REMOVAL
1 68191349AC FILTER-ENGINE OIL
6 68283520AA OIL-OW20

C Multi-point inspection (according to maintenance interval)
MULTI Multi-point inspection (according to maintenance interval)764 DARRYL LIC#: 764
ISP 0.00

D Recall / CSN 1 / V41: Customer Satisfaction Notification V41 -
Steering Damper**

CAUSE:

02V41182 Customer Satisfaction Notification V41 -
Steering Damper - Replace Replace Steering
Damper and Fasteners (1 - Semi-Skilled)764 DARRYL LIC#: 764
W2 0.301 CCUKV411AA DAMPER-STEERING WHEEL
1 CCUKV413AA DAMPER-STEERING WHEEL
FC: PART#: COUNT:
CLAIM TYPE: W
AUTH CODE:

8461 REPLACE STEERING DAMPNER

E CUSTOMER IS AWARE THAT VEHICLE IS PAST DUE FOR MAINT / DECLINED SVC
AGAIN TODAY

LIMITED LABOR WARRANTY

The Repair Facility guarantees the labor used in performing the repairs listed on the front of the Repair Order for a period of 90 days or 1,000 miles (whichever comes first) from the date such repairs were completed. This Limited Warranty specifically excludes: tire and alignment, electrical wiring and shorts, and fuel system when due to contamination. This Limited Warranty is extended to vehicle owner/lessee and is not transferable to any other parties.

During the duration period of this Limited Warranty, the Repair Facility will provide additional labor, at no expense to customer, for any additional repairs that are necessitated as a result of any defect in labor performed while completing the repairs listed on the front of the Repair Order.

To obtain repairs under this Limited Warranty, customer must: (a) notify the Repair Facility at the address shown on the front of the Repair Order of any defect in labor within a reasonable time after customer discovers or should have discovered any such defect. Such notice, however, must be given to the Repair Facility before the end of the duration period of this Limited Warranty, as specified above; (b) deliver the vehicle to the Repair Facility at the address shown on the front of the Repair Order within five (5) days of notice of such defect in labor; (c) authorize the Repair Facility to make the repairs required; and (d) pay the charges for any additional parts required together with applicable sales tax upon completion of such repairs.

All included warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration period of this limited warranty. Under no circumstances will the Repair Facility be liable to customer for any incidental or consequential damages including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of income and profits, maintenance or consequential loss.

(This limit is not 90 days. The only warranty regarding this period are those which may be offered by the manufacturer(s). The Repair Facility hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with sale of this product) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. In addition, expressly excluded is any dealer liability for defects pertaining to safety or performance, by way of "best label", negligence or otherwise.

THIS QUALITY SERVICE PROGRAM IS THE PROPERTY OF THE AUTHORISED LABOR TIME GUIDE, WHICH REFLECTS AN AVERAGE TIME REQUIREMENT FOR THE PERFORMANCE OF SPECIFIC VEHICLE REPAIRS AND WHEN MAY THEREFORE BE DIFFERENT FROM THE ACTUAL CLOCK TIME IN ANY GIVEN REPAIR. YOU WILL ONLY BE CHARGED THE WORK TIME OVER IF THE ACTUAL CLOCK TIME IS GREATER.

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

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

To Receive Service
Discounts to your
Mobile Phone
Text
RT4VIP1 to 37483

Best Prices on all
Tires & Brakes
We will Beat
Lowest Price

YOU SAVE
\$
ON THIS VISIT

Copyright 2014 CDK Global, LLC - EMF SERVICE INVOICE - 3536C - 9888054

Customer Copy

Page 1 of 2

THANK YOU!

Tad

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

Service Advisor: 3447 michael carbone

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
PW7/White	19	JEEP Wrangler Unlimi	1C4HJXDGX		8461	8461
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
12DEC18			08:15 20AUG19		185.00	CASH
					INV. DATE	R.O. OPENED
					17AUG19	07:43 17AUG19
					READY	12:27 17AUG19

OPTIONS: SOLD-STK:KWS31612 ENG:ERC 3.6L V6 24V VVT Engine Upg:1 w/TRN:DFT 8-SPD AUTO 9/KWS31612

YOU SAVE
\$ 0.00
ON THIS VISIT

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	DOTH	CUSTOMER	DECLINED				
		764	DARRYL	LIC#: 764			
			ISP	0.00			(N/C)

F	ALIGN	PASSED					
		UTD	SERVICE	UP-TO-DATE.			
		764	DARRYL	LIC#: 764			
			ISP	0.00			(N/C)

G	EMISS	SVC	UTD				
		UTD	SERVICE	UP-TO-DATE.			
		764	DARRYL	LIC#: 764			
			ISP	0.00			(N/C)

陳伯吹紀念小學

WE VALUE YOUR BUSINESS
THANK YOU FOR CHOOSING
OF PARAMUS

CHRYSLER DODGE CREDIT

[illegible]

Tag

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

Ice Advisor: **916 Daniel Lamas**

MAKE/MODEL		VIN		LICENSE		MILEAGE IN		MILEAGE OUT	
JEEP Wrangler Unlimi		1C4HJXDGXK				12876		12877	
R EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE	R/O OPENED	READY		
18:00	23NOV19		185.00	CASH	23NOV19	09:39 23NOV19	10:48 23NOV19		

3L V8 24V VVT Engine Upd. w/ TRN DFT, 8 SPD AUTO 9/KW531812

NEW OPCODE TECH TYPE HOURS

MULTI Multi-point inspection (according to maintenance interval)

6894 Chris, Galdi LIC#: N
ISP 0.00

 (N/C)

LOF

XPRESS Lube, OIL AND FILTER CHANGE

6894 Chris, Galdi LIC#: N

IN 0.30

1 68191349AC FILTER-ENGINE OIL

6 68283520AA OIL-0W20

$$\begin{pmatrix} N/C \\ N/C \\ N/C \end{pmatrix}$$

DECLINED 12K MAINT

DO TH & CUSTOMER DECLINED

6894 Chris, Galda LIC#: N

ESP 5000

(N/C)

PERFORM FRONT end ALIGNMENT ON VEHICLE. ADJUST TIRES TO CORRECT PRESSURE.

CAUSE: F

00 PERFORM FRONT end ALIGNMENT ON VEHICLE. ADJUST

TIRES TO CORRECT PRESSURE.

6894 Chris, Galdi LIC#: N

WSC3 1.00

FC: PART#: COUNT:

CLAIM TYPE: W

AUTH CODE:

12876 FIDELITY WARRANTY AUT

DECLINED EMISSION SERVICE

[illegible]

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

CUSTOMER SIGNATURE

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

Tag #

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

Advisor: 916 Daniel Lamas

MAKE/MODEL		V		LICENSE		MILEAGE IN		MILEAGE OUT	
JEEP Wrangler Unlimi		1C4HJXDG				12876		12877	
R. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY		
18:00	23NOV19		185.00	CASH	23NOV19	09:39	23NOV19	10:48 23NOV19	

8) V8 24V VVT Engine (Upg.) w/ TRN/DFT 8 SPD AUTO 9) KW631612

END OPCODE:INQ:TYPE:OURS

DOTH CUSTOMER DECLINED

6894 Chris, Galdi LIC#: N

ISP 0.00

(N/C)

CHRYSLER, DODGE, JEEP OF PARAMUS IS NOW
INTRODUCING SERVICE FINANCING THROUGH
OUR CHRYSLER MASTERCARD PROGRAM.
0% INTEREST FOR 6 MONTHS
\$100.00 CREDIT CARD STATEMENT
SEE YOUR SERVICE ADVISOR FOR DETAILS!

CHRYSLER

100

SECRET

LIMITED LABOR WARRANTY

[illegible]

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS DISCOUNTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

Customer Copy

Page 2 of 2

THANK YOU!

Invoice #

Tag #

**CHRYSLER, JEEP, DODGE
OF PARAMUS**West 315 Route 4 - PARAMUS, N.J. 07652
SERVICE(201) 488-8000 - SALES (201) 488-9000

Service Advisor: 916 Daniel Lamas

COLOR	YEAR	MAKE/MODEL					LICENSE	MILEAGE IN	MILEAGE OUT
PW7/White	19	JEEP Wrangler Unlimi					1C4HJXDC	13500	13501
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
12DEC18			18:00 31DEC19		185.00	CASH	07JAN20	09:04 31DEC19	17:09 07JAN20

OPTIONS: SOLD-STK:KW531612 ENG:ERC 3.6L V6 24V VVT Engine Upg 1 w/ TRN:DFT 8-SPD AUTO 9/KW531612

To Receive Service
Discounts to your
Mobile Phone
Text
RT4VIP1 to 37483

Best Prices on all
Tires & Brakes
We will Beat
Lowest Price

YOU SAVE
\$
ON THIS VISIT

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
Q Multi-point inspection (according to maintenance interval)
MULTI Multi-point inspection (according to maintenance interval)
8778 ROBINSON, GARTH LIC#: 8778
ISP 0.00 (N/C)

R CUSTOMER STATES THAT CLUSTER WENT OUT ON DASH
CAUSE: P

08451001 Cluster, instrument panel - Test and
Replace Cluster (1 - Semi-Skilled)
8778 ROBINSON, GARTH LIC#: 8778
W2 0.50 (N/C)

FC: PART#: COUNT:

CLAIM TYPE: W

AUTH CODE: LER

13500 TEST AND REPLACE IP CLUSTER

S CUSTOMER STATES THAT VEHICLE AND STEERING SHAKE AT HIGHWAY SPEEDS
NPF NO PROBLEM FOUND AT THIS TIME. UNABLE TO
DUPLICATE CUSTOMER CONCERN. WILL REQUIRE
FURTHER CHECK IF CONCERN CONTINUES.
8778 ROBINSON, GARTH LIC#: 8778
ISP 0.00 (N/C)

13500 COULD NOT DUPLICATE

T CUSTOMER STATES LOUD NOISE FROM UNDER FRONT OF VEHICLE WHEN MAKING
TURNS OR AT HIGHWAY SPEEDS
CAUSE: P

13190601 Frame - Buzz.Squeaks Rattles - Repair (0
- Low Skilled)
8778 ROBINSON, GARTH LIC#: 8778

LIMITED LABOR WARRANTY
The Repair Facility guarantees the labor used in performing the repairs listed on the front of the Repair Order for a period of 90 days or 4,000 miles (whichever comes first). The dealer shall maintain the vehicle in a safe condition. The Limited Warranty specifically excludes rust and alterations, electrical wiring and shorts, and fuel system when due to contamination. This Limited Warranty is extended to vehicle manufacturer and is not transferable to, nor enforceable by any other person.
During the duration period of this Limited Warranty, the Repair Facility will provide additional labor, at no expense to customer, for any additional repairs that are necessitated as a result of any defect in labor performed while completing the repairs listed on the front of the Repair Order.
To obtain repairs under this Limited Warranty, customer must: (a) notify the Repair Facility at the address shown on the front of the Repair Order of any defect in labor within a reasonable time after customer discovers or should have discovered any such defect. Such notice, however, must be given to the Repair Facility before the end of the duration period of this Limited Warranty, as specified above; (b) deliver the vehicle to the Repair Facility at the address shown on the front of the Repair Order within five (5) days of notice of such defect in labor; (c) authorize the Repair Facility to assess the repairs requested and (d) pay the charges for any additional parts required together with applicable sales tax on completion of each repair.
All implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration period of this limited warranty. Under no circumstances will the Repair Facility be liable to customer for any incidental or consequential damages including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of income and profits, inconvenience or commercial loss.
This portion is sold "as is". The only warranties applying to this portion are those which may be offered by the manufacturer(s). The Repair Facility hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item(s).
THE DEALER DISCLAIMS THE HOLDERS LIABILITY UNDER THE AUTHORIZED LABOR THAT COULD BE REFLECTED EITHER MORE OR LESS THAN THE ACTUAL CLOCK TIME IN ANY CASE. NOTICE: YOU WILL ONLY BE CHARGED THE HOUR TIME ENTERED IN THE ACTUAL CLOCK HOURS AND CLOCKS.

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

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

Customer Copy

Page 1 of 2

THANK YOU!

BER-L-000908-21 02/10/2021 9:55:28 AM Pg 26 of 33 Trans ID: LCV2021311442

INVOICE**Invoice**

Tad

**CHRYSLER, JEEP, DODGE
OF PARAMUS**

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

vice Advisor: **916 Daniel Lamas**

COLOR	YEAR	MAKE/MODEL			VIN		LICENSE		MILEAGE IN	MILEAGE OUT
PW7/White	19	JEEP Wrangler Unlimi			1C4HJXDGX				13500	13501
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY	
12DEC18			18:00 31DEC19		185.00	CASH	07JAN20	09:04 31DEC19	17:09 07JAN20	

OPTIONS: SOLD-STK:KW531612 ENG:ERC 3.6L V6 24V VVT Engine Upg 1 w/TRN:DFT 8-SPD AUTO 9IKW531612

LINE	OPCODE	TECH	TYPE	HOURS
			W2	2.90

LIST	NET	TOTAL (N/C)
------	-----	----------------

**To Receive Service
Discounts to your
Mobile Phone
Text
RT4VIP1 to 37483**

13500 NOISE FROM FRAME TO BODY BUSHINGS LOOSEN AND REMOVE FRAME
ATTACHMENT BOLT RAISE BODY ASSY LUBE ALL FRAME TO BODY BUSHINGS
REINSTALL ALL RETOUQUE ALL BOLTS TO FACTORY SPEC RETEST OK

U DECLINED 15K MAINT
DOTH CUSTOMER DECLINED
8778 ROBINSON, GARTH LIC#: 8778
ISP 0.00

(N/C)

V DECLINED ALIGNMENT
DOTH CUSTOMER DECLINED
C 8778 ROBINSON GARTH LIC#: 8778
ISP 0.00

W DECLINED EMISSION SERVICE
DOTH CUSTOMER DECLINED
8778 ROBINSON, GARTH LIC#: 8778
ISP 0.00

(N/C)

**Best Prices on all
Tires & Brakes
We will Beat
Lowest Price**

CHRYSLER, DODGE, JEEP OF PARAMUS IS NOW
INTRODUCING SERVICE FINANCING THROUGH
OUR CHRYSLER MASTERCARD PROGRAM.
0% INTEREST FOR 6 MONTHS
\$100.00 CREDIT CARD STATEMENT
SEE YOUR SERVICE ADVISOR FOR DETAILS!

YOU SAVE
\$ 0.00
ON THIS VISIT

LIMITED LABOR WARRANTY

LIMITED LABOR WARRANTY
The Rapier Facility guarantees the labor used in performing the repairs listed on the front of the Rapier Order for a period of 90 days or 4,000 miles (whichever comes first) from the date such repairs were completed. This Limited Warranty specifically excludes front and rear alignments, electrical wiring and shorts, and fuel systems—when due to contamination. This Limited Warranty is extended to vehicles re-registered and is not transferable to any subsequent or new owner.

During the duration period of this Limited Warranty, the Rapid Facility will provide additional labor, at no expense to customer, for any additional repairs that are necessitated as a result of any defect in labor performed while completing the repairs listed on the front of the Service Order.

To obtain repairs under this Limited Warranty, customer must: (a) notify the Regal Facility at the address shown on the front of the Repair Order of any defect in labor within a reasonable time after customer discovery or should have discovered any such defect. Such notice, however, must be given to the Regal Facility before the end of the duration period, and only if, as specified above, the defect is not covered by the Regal Facility's Limited Warranty; (b) deliver the Regal Facility the Repair Order within the time specified above; (c) deliver the Regal Facility the Repair Order within the time specified above; (d) authorize the Regal Facility to make the repairs required; and (e) pay the charges for any additional parts required together with applicable sales tax upon completion of such repair.

All implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration period of this limited warranty. Under no circumstances will the Repair Facility be liable to customer for any incidental or consequential damages including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of income and profits, inconvenience or commercial loss.

The party is sold "as is". The only warranties applying to this party are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this party and its parts. It is not intended to be relied on in recovery from the selling dealer for any consequential damages or otherwise.

sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. In addition, expenses incurred in any dealer liability for defects pertaining to safety or performance, by way of "strict liability," negligence or otherwise.

THIS DEALER CONTINGUALLY RELEASES THE HOURSAUTHORIZED LABOR TIME CLOCK, WHICH REFLECTS AN AVERAGE TIME REQUIREMENT FOR THE WORK, FROM ANY LIABILITY OF THE DEALER OR ANY OTHER PARTY. THE HOURSAUTHORIZED LABOR TIME CLOCK IS ONLY A GUIDE TO THE ACTUAL CLOCK TIME IN ANY GIVEN SITUATION. THE ACTUAL CLOCK TIME MAY VARY FROM THE HOURSAUTHORIZED LABOR TIME CLOCK. THE ACTUAL CLOCK TIME MAY VARY FROM THE HOURSAUTHORIZED LABOR TIME CLOCK. THE ACTUAL CLOCK TIME MAY VARY FROM THE HOURSAUTHORIZED LABOR TIME CLOCK.

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS DISCOUNTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

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Customer Copy

Page 2 of 2

THANK YOU!

Tag #:

100 Sylvan Avenue • Englewood Cliffs, NJ 07631
SERVICE (201) 666-2501

MAKE/MODEL		VIN		LICENSE		MILEAGE IN		MILEAGE OUT	
JEEP Wrangler Unlim		1C4HJXDGXK				14500		14505	
EXP.	PROMISED	RO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED		READY	
	18:00 13FEB20		185.00	CASH	13FEB20	08:01 13FEB20		17:15 13FEB20	

JSE: 08080110 Battery - Test Charge Retest and Replace
Single battery (0 - Low Skilled)
3482 W2 0.50

$$\begin{pmatrix} N/C \\ N/C \\ N/C \end{pmatrix}$$

08080103 Battery - Test and Replace Auxiliary -
start/stop (E98) (0 - Low Skilled)
3482 W2 0.90

 $(\dot{N}/C)$

DECLINED EMISSIONS SERVICE
DO THE DECLINED EMISSIONS SERVICE
3482 ISP 0.00

(N/C)

DECLINED 15K SERVICE, LOF PERFORMED AT PARAMUS
UTD DECLINED 15K SERVICE, LOF PERFORMED AT
PARAMUS
3482 ISP 0.00

(N/C)

MULTI - MULTIPOINT INSPECTION
MULTI MULTI - MULTIPOINT INSPECTION
3482 ISP 0.00

(N/C)

ALIGNMENT PERFORMED AT PARAMUS JEEP
UTD ALIGNMENT PERFORMED AT PARAMUS JEEP
3482 ISP 0.00

(N/C)

LIMITED LABOR WARRANTY The undersigned warrants that the labor used in performing the repairs herein on the front of the <u>1964 Oldsmobile</u> for a period of <u>90</u> days or <u>1000</u> miles (whichever comes first) that the same work shall be performed without charge. This limited warranty applies to labor only. The undersigned does not warrant the condition of the engine, transmission, drive shafts, or other parts of the vehicle. This limited warranty is not transferable. The undersigned warrants that the labor used in performing the repairs herein on the front of the <u>1964 Oldsmobile</u> for a period of <u>90</u> days or <u>1000</u> miles (whichever comes first) that the same work shall be performed without charge. This limited warranty applies to labor only. The undersigned does not warrant the condition of the engine, transmission, drive shafts, or other parts of the vehicle. This limited warranty is not transferable.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item. The undersigned hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness, for a particular purpose. The undersigned assumes no authorized or other liability in connection with the sale of this item. CUSTOMER SIGNATURE _____
--	---

LABOR AMOUNT PARTS AMOUNT GAS, OIL, LUBE SUBLET AMOUNT MISC. CHARGES TOTAL CHARGES LESS DISCOUNTS SALES TAX PLEASE PAY THIS AMOUNT	LABOR AMOUNT PARTS AMOUNT GAS, OIL, LUBE SUBLET AMOUNT MISC. CHARGES TOTAL CHARGES LESS DISCOUNTS SALES TAX PLEASE PAY THIS AMOUNT
--	--

Tåg #

100 Sylvan Avenue • Englewood Cliffs, NJ 0763
SERVICE (201) 666-2501

Advisor: 8637 Nicholas Raqib

MAKE/MODEL		VIN		LICENSE		MILEAGE IN		MILEAGE OUT	
JEEP Wrangler Unlimi		1C4HJXDGXK				14500		14505	
T. EXP.		PROMISED		PO NO.		RATE		PAYMENT	
18.00 13FEB20				185.00		CASH		13FEB20	
						INV. DATE		R.O. OPENED	
						08.01 13FEB20		READY	
								17.15 13FEB20	

NE "OPCODE" TECH "TYPE" HOURS

0.00

13 FEB 20 08:01 SA: 8637

fresh

ENEM

KOLBY

ENGLEWOOD CLIFFS CHRYSLER, DODGE, JEEP RAM
IS NOW INTRODUCING SERVICE FINANCING THROUGH
OUR CHRYSLER MASTERCARD PROGRAM.
0% INTEREST FOR 6 MONTHS PLUS \$100
CREDIT OFF YOUR FIRST STATEMENT
SEE YOUR SERVICE ADVISOR FOR DETAILS!

[illegible]

INVOICE

Hoyt
Tag #Chrysler Dodge Jeep Ram
of Englewood Cliffs100 Sylvan Avenue · Englewood Cliffs, NJ 0763
SERVICE (201) 666-2501

Service Advisor: 8637 Nicholas Ragbir

MAKE/MODEL	VEHICLE	LICENSE	MI/AGE IN	MI/AGE OUT
JEEP Wrangler Unlim	1C4HJXDGX		14502	14502
R. EXR	PROMISED	PO/NO	RATE	PAID/MENT
18.00	14FEB20		185.00	CASH
INV. DATE	R.O. OPENED	READY		
20FEB20	08:30 14FEB20	T2 43 20FEB20		

NE OPCODE TECH TYPE HOURS LIST NET TOTAL
 CUSTOMER STATES THAT IGNITION TURNS ON AND DASH LIGHTS UP BUT VEHICLE
 DOESN'T START. CHECK AND ADVISE

USE: E

08890102 T1PM totally integrated power module/PDC
 power distribution center - Test and Replace
 Module (2 - Skilled)
 756 W2 0.60

(N/C)
(N/C)

4502 NO COMM FROM PDC-MODULE REPLACE PDC MODULE, PROGRAM SYSTEM
 EST DRIVE NOW VEHICLE OPERATING AS DESIGNED

DECLINED EMISSIONS SERVICE

DOTHE DECLINED EMISSIONS SERVICE
 3482 ISP 0.00

(N/C)

DECLINED 15K SERVICE, LOF PERFORMED @ PARAMUS CHRYSLER SERVICE DEP
 UTD DECLINED 15K SERVICE, LOF PERFORMED @ PARAMUS
 CHRYSLER SERVICE DEP

3482 ISP 0.00

(N/C)

MULTI - MULTIPPOINT INSPECTION

MULTI MULTI - MULTIPPOINT INSPECTION

3482 ISP 0.00

(N/C)

ALIGNMENT UP TO DATE PERFORMED @ PARAMUS CHRYSLER SERVICE DEP

UTD ALIGNMENT UP TO DATE PERFORMED @ PARAMUS

CHRYSLER SERVICE DEP

3482 ISP 0.00

(N/C)

LIMITED LABOR WARRANTY
 Chrysler Financial Services, Inc. warrants that the vehicle, as delivered, is free from defects in workmanship and materials for a period of 100,000 miles or 10 years, whichever comes first. This warranty is limited to the vehicle and its components, and does not cover accessories, modifications, or damage caused by misuse, neglect, or accidents. The warranty is void if the vehicle is used for commercial purposes, is involved in a collision, or is damaged by fire, flood, or other external causes. The warranty is also void if the vehicle is not maintained according to the manufacturer's recommendations. Chrysler Financial Services, Inc. is not responsible for any damage to the vehicle or its components caused by the use of non-genuine parts or fluids. The warranty is limited to the repair of defects in workmanship and materials, and does not cover the cost of labor or other charges. The warranty is limited to the vehicle and its components, and does not cover accessories, modifications, or damage caused by misuse, neglect, or accidents. The warranty is void if the vehicle is used for commercial purposes, is involved in a collision, or is damaged by fire, flood, or other external causes. The warranty is also void if the vehicle is not maintained according to the manufacturer's recommendations. Chrysler Financial Services, Inc. is not responsible for any damage to the vehicle or its components caused by the use of non-genuine parts or fluids. The warranty is limited to the repair of defects in workmanship and materials, and does not cover the cost of labor or other charges.

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

CUSTOMER SIGNATURE

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

Customer Copy

Page 1 of 2

THANK YOU!

Invoice
Tag

**Chrysler Dodge Jeep Ram
of Englewood Cliffs**

100 Sylvan Avenue • Englewood Cliffs, NJ 0763
SERVICE (201) 666-2501

Service Advisor: 8637 Nicholas Røqbir

MAKE/MODEL		VIN		LICENSE		MILEAGE IN		MILEAGE OUT	
JEEP Wrangler Unlim		1C4HJXDG				14502		14502	
EXP	PROMISED	PO NO	RATE	INV. DATE		R.O. OPENED		READY	
18:00	14FEB20		185.00	CASH		20FEB20		08:30 14FEB20 12:43 20FEB20	

NE OPCODE MECH TYPE HOURS

I: 0.00

14 FEB 20 08:30 SA: 8637

LIST	NET	TOTAL
1	100	100
2	100	100
3	100	100
4	100	100
5	100	100
6	100	100
7	100	100
8	100	100
9	100	100
10	100	100
11	100	100
12	100	100
13	100	100
14	100	100
15	100	100
16	100	100
17	100	100
18	100	100
19	100	100
20	100	100
21	100	100
22	100	100
23	100	100
24	100	100
25	100	100
26	100	100
27	100	100
28	100	100
29	100	100
30	100	100
31	100	100
32	100	100
33	100	100
34	100	100
35	100	100
36	100	100
37	100	100
38	100	100
39	100	100
40	100	100
41	100	100
42	100	100
43	100	100
44	100	100
45	100	100
46	100	100
47	100	100
48	100	100
49	100	100
50	100	100
51	100	100
52	100	100
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61	100	100
62	100	100
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64	100	100
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66	100	100
67	100	100
68	100	100
69	100	100
70	100	100
71	100	100
72	100	100
73	100	100
74	100	100
75	100	100
76	100	100
77	100	100
78	100	100
79	100	100
80	100	100
81	100	100
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83	100	100
84	100	100
85	100	100
86	100	100
87	100	100
88	100	100
89	100	100
90	100	100
91	100	100
92	100	100
93	100	100
94	100	100
95	100	100
96	100	100
97	100	100
98	100	100
99	100	100
100	100	100

ENGLEWOOD CLIFFS CHRYSLER, DODGE, JEEP RAM
IS NOW INTRODUCING SERVICE FINANCING THROUGH
OUR CHRYSLER MASTERCARD PROGRAM.
0% INTEREST FOR 6 MONTHS PLUS \$100
CREDIT OFF YOUR FIRST STATEMENT
SEE YOUR SERVICE ADVISOR FOR DETAILS!

CHRYSLER

Deep



THE UNIVERSITY OF CHICAGO

[illegible]

Customer Copy

Page 2 of 2

THANK YOU

INVOICE

Invoice #

Tag #

CHRYSLER, JEEP, DODGE
OF PARAMUS

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

Service Advisor: 916 Daniel Lamas

MAKE/MODEL		VIN		LICENSE		MILEAGE IN		MILEAGE OUT	
JEEP Wrangler Unlim		1C4HJXDGXK				18152		18153	
IN. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY		
18.00	24 JUN 20		185.00	CASH	24 JUN 20	07:31 24 JUN 20	09:29 24 JUN 20		

VE 24V VVT Engine Upgr. W/ TRN DFT 8 SPD AUTO 8 KW531812

LINE: OP CODE TECH TYPE HOURS

LIST NET TOTAL

Multi-point inspection (according to maintenance interval)
MULTI Multi-point inspection (according to maintenance interval)

229 Price, Chris LIC#: 229

ISP 0.00

(N/C)

TIRER CUSTOMER DECLINED TIRES ON TODAY'S VISIT

229 Price, Chris LIC#: 229

ISP 0.00

(N/C)

18152 right rear tire has nail in it

CUSTOMER STATES THAT VEHICLE STALLED OUT THE OTHER DAY

USE: tsb 18-051-19 rev a for concern pcm software updated needed. up date available.

181906A6 Module, Powertrain Control (PCM) -

Reprogram Module, Powertrain Control (PCM)

Reprogram (0 - Low Skilled)

229 Price, Chris LIC#: 229

W2 0.30

FC: PART#: COUNT:

CLAIM TYPE: W

AUTH CODE:

(N/C)

18152 tsb 18-051-19 rev a for concern pcm software updated needed. up date available. flashed pcm.

TERM CARE LOF

XPRESS Lube, OIL AND FILTER CHANGE

229 Price, Chris LIC#: 229

IN 0.30

1 68191349AC FILTER-ENGINE OIL

6 68283520AA OIL-OW20

18152 performed service

(N/C)

(N/C)

(N/C)

LIMITED LABOR WARRANTY

The Seller warrants the labor used in performing the repairs listed on the front of the Repair Order for a period of 90 days or 10,000 miles (whichever comes first) from the date said repairs were completed. The Limited Warranty specifically excludes all damages resulting from wear and tear, and from accidents, misuse, neglect, contamination, or from any other cause. The Limited Warranty is extended to the original purchaser and is not transferable to any other person. During the duration period of the Limited Warranty, the Repair Facility will provide additional labor, at no expense to customer, for additional repairs that are necessitated as a result of any defect in labor performed while completing the repairs listed on the front of the Repair Order. The Limited Warranty, customer must notify the Repair Facility at the address shown on the front of the Repair Order of any defect in labor within a reasonable time after completion of repairs. Customer must have the vehicle brought to the Repair Facility at the address shown on the front of the Repair Order within the (5) days of notice of such defect. The Repair Facility will make the repairs, recheck, and (a) pay the charges for any additional parts required to complete the repairs, and (b) pay the charges for any additional labor required to complete the repairs. The Limited Warranty, including the express warranty of merchantability and fitness for a particular purpose, are limited to the repair of the vehicle. Under no circumstances will the Repair Facility be liable to customer for any incidental or consequential damages including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of wages and/or inconvenience or other losses.

The Limited Warranty is sold "as is". The only warranties known to this facility are those which may be offered by the manufacturer(s). The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability, or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with this warranty and/or express warranty. The Seller disclaims any and all liability for any consequential damages, damages to the vehicle, or any other damages for loss of use, loss of time, loss of wages, or any other incidental damages. In addition, expressly disclaims any and all liability for any damages resulting from the use of the vehicle.

SALESMAN/STAFFER THE SELLER WARRANTS IN THE AUTHORIZED LABOR TIME CHARGE, WHOSE RATE IS AN AVERAGE TIME REQUIREMENT FOR THIS TYPE OF REPAIR. THEREFORE, THE ACTUAL TIME MAY BE MORE OR LESS THAN THE ACTUAL CLUE TOO IN ANY GIVEN SERVICE. YOU WILL ONLY BE CHARGED THE CLUE TOO EVEN IF THE ACTUAL CLUE TOO IS GREATER.

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

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

Customer Copy

THANK YOU!

INVOICE

Invoice #

Tag #

**CHRYSLER, JEEP, DODGE
OF PARAMUS**

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

Service Advisor: 916 Daniel Lamas

MAKE/MODEL		VIN		LICENSE		MILEAGE IN		MILEAGE OUT					
JEEP Wrangler Unlimi		1C4HJXDGX				18152		18153					
B. EXP. / K. PROMISED		PO NO.		RATE		PAYMENT		INV. DATE		R.O. OPENED		READY	
18:00 24JUN20				185.00		CASH		24JUN20		07:31 24JUN20		09:29 24JUN20	

31 V6 24V VVT Engine Upg. 1 W/TNIDFT 8 SPD AUTO 81KW631812

UTD ON ALIGNMENT

UTD SERVICE UP-TO-DATE.

229 Price, Chris LIC#: 229
ISP 0.00

(N/C)

DECLINED 18K

DOTH CUSTOMER DECLINED

229 Price, Chris LIC#: 229
ISP 0.00

(N/C)

DECLINED EMISSION SERVICE

DOTH CUSTOMER DECLINED

229 Price, Chris LIC#: 229
ISP 0.00

(N/C)

CHRYSLER, DODGE, JEEP OF PARAMUS IS NOW
INTRODUCING SERVICE FINANCING THROUGH
OUR CHRYSLER MASTERCARD PROGRAM.
0% INTEREST FOR 6 MONTHS
\$100.00 CREDIT CARD STATEMENT
SEE YOUR SERVICE ADVISOR FOR DETAILS!

LIMITED LABOR WARRANTY
We warrant that the labor used in performing the repairs shown on the front of the Repair Order for a period of 12 months or 100,000 miles (whichever comes first) from the date such repairs were completed. This Limited Warranty is intended to be a minimum warranty and does not constitute an offer of insurance. The Limited Warranty is extended to the original purchaser and is not transferable to any other person.
During the duration period of this Limited Warranty, the Repair Facility will provide prompt, efficient service to the customer, for all repairs that are required as a result of any defect in labor performed while completing the repairs listed on the front of the Repair Order.
To obtain service under this Limited Warranty, customer must (a) notify the Repair Facility at the address shown on the front of the Repair Order of any defect in labor within a reasonable time after customer discovery or should have discovered any such defect; such notification must be given to the Repair Facility before the end of the duration period of this Limited Warranty as specified above; and (b) the vehicle to be repaired must be brought to the address shown on the front of the Repair Order within the 100 days of notice of such defect.
The Repair Facility will make the repairs required; and (c) pay the charges for any additional parts required for such repairs.
Excluded warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the extent of the limited warranty. Under no circumstances will the Repair Facility be liable to customer for the incidental or consequential damages including, but not limited to, damages for loss of property, loss of value, loss of use, loss of time, loss of income and loss of convenience or commercial loss.
This warranty is given as-is. No other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither the Repair Facility nor any other person is liable for any liability in connection with this warranty. Buyer shall not be entitled to recover from the Repair Facility any consequential damages, including, but not limited to, loss of time, loss of use, loss of income, or any other incidental damages. In addition, expressly disclaimed is any dealer liability for defects pertaining to safety or performance, by any of our dealers. No other dealer is liable for such defects.
EXCEPT FOR THE LABOR PROVIDED BY THE AUTHORIZED LABOR TIME QUOTE, WHICH REFLECTS AN AVERAGE TIME REQUIREMENT FOR THE REPAIRS LISTED ON THE REPAIR ORDER, THE ACTUAL LABOR TIME MAY VARY FROM THE ACTUAL CLOCK HOUR RATE.

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

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS DISCOUNTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

Customer Copy

Page 2 of 2

THANK YOU!

Civil Case Information Statement

Case Details: BERGEN | Civil Part Docket

Case Capt: [REDACTED] VS FCA US LLC

Case Initiation Date: 02/10/2021

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)

02/10/2021

Dated

/s/ JACQUELINE C HERRITT

Signed

ROBERT M. SILVERMAN¹
CRAIG THOR KIMMEL²

¹ Member, PA Bar
² Member, NJ Bar
³ Member, DE Bar
⁴ Member, NY Bar
⁵ Member, MA Bar
⁶ Member, MD Bar
⁷ Member, OH Bar
⁸ Member, NH Bar
⁹ Member, CT Bar
¹⁰ Member, TN Bar
¹¹ Member, WY Bar
¹² Member, DC Bar
¹³ Member, CA Bar
¹⁴ Member, WI Bar
¹⁵ Member, FL Bar
¹⁶ Member, AZ Bar
¹⁷ Member, TX Bar
¹⁸ Member, 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. HERRITT¹⁹
ROBERT A. RAPKIN²⁰
ANGELA K. TROCCOLI²¹
AMY L. BENNECOFF GINSBURG²²
W. CHRISTOPHER COMPONOVO²³
JASON L. GRESHES²⁴
CHAD P. DOMAN²⁵
JOSEPH C. HOFFEL²⁶
JACOB U. GINSBURG²⁷
SHAWN BACHMAN²⁸
COURTNEY A. KEAVENEY²⁹

June 30, 2020

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

RECEIVED

JUL 08 2020

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

Re: [REDACTED] v. FCA US LLC
Vehicle: 2018 Jeep Wrangler
Date of Purchase: 08/20/2018
Place of Purchase: Floyd A Megee Motor Company
VIN: 1C4HJXFN6 [REDACTED]

To Whom It May Concern:

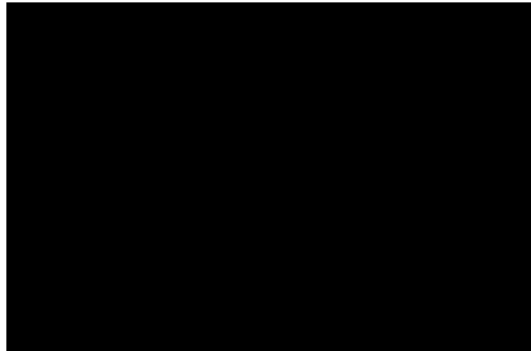
Our firm represents the above referenced individual against FCA US LLC for claims pursuant to the Delaware Lemon Law, the Magnuson Moss Warranty Act and the Uniform Commercial Code. My client is entitled to rescind this transaction.

The vehicle has been serviced under warranty at FCA US LLC authorized dealerships numerous times for defects and nonconformities. These defects and nonconformities substantially impair the use, safety and value of the vehicle. I have attached my client's contracts and repair invoices for your review.

In the interest in resolving this matter without resort to litigation, please accept this correspondence as a demand for a replacement or repurchase plus reasonable attorney's fees of \$2,500. Alternatively, a reasonable cash offer with fees as indicated will be considered.

We will refrain from filing suit for sixty (60) days while you evaluate this matter. Please feel free to contact the undersigned at 302-791-9373 or at wcomponovo@lemonlaw.com if you have any questions or wish to discuss settlement.

/wcc
Enclosure



MEGEE MOTORS

515 N BEDFORD ST
GEORGETOWN DE 19947
A Family Tradition Since 1948

Date: 6/15/2018

Time: 2:47:46 PM

Address

Rehoboth, DE 19971

Home Telephone

Business Telephone

E-Mail

Vehicle

2018 JEEP ALL NEW WRANGLER JLJS74 4dr Conv Unlimited Rubicon

Stock No.

VIN

Color

Odometer

RETAIL

Retail Price	\$50,645.00
Savings	\$2,645.00
Selling Price	\$48,000.00
Options	\$0.00
Sub-Total	\$48,000.00
Fees	\$824.00
**SalesTax	\$85.00
Trade Allowance	\$46,000.00
Net Sales Price	\$2,909.00

**Finance Tax 4.2500%

Customer Approval

Retail payments are an estimate and may vary among lending institutions. Tax rules may vary per state. The final terms of your loan may differ depending on the actual terms of the financial institution's acceptance and are negotiable. Retail Net Sales Price is based on 0 down payment.
This quote is valid until: 6/15/2018

FLOYD A MEGEE MOTOR COMPANY
515 N BEDFORD STREET
GEORGETOWN, DE 199472133

Priced Order Confirmation (POC)

Date Printed: 2018-06-15 3:45 PM VIN: [REDACTED] Quantity: 01
Estimated Ship Date: [REDACTED] VON: [REDACTED] Status: BA - Pending order
Date Ordered: 2018-06-15 3:27 PM Ordered By: [REDACTED]
Date Modified: 2018-06-15 3:45 PM Modified By: [REDACTED]

Sold to: Ship to:
FLOYD A MEGEE MOTOR COMPANY (63689) FLOYD A MEGEE MOTOR COMPANY (63689)
515 N BEDFORD STREET 515 N BEDFORD STREET
GEORGETOWN, DE 199472133 GEORGETOWN, DE 199472133

Vehicle: 2018 WRANGLER UNLIMITED RUBICON (JLJS74)

	Sales Code	Description	MSRP(USD)
Model:	JLJS74	WRANGLER UNLIMITED RUBICON	40,995
Package:	28R	Customer Preferred Package 28R	0
	EC3	2.0L I4 DOHC DI Turbo eTorque Engine	1,000
	DFT	8-SPD AUTO 850RE TRANS (MAKE)	2,000
Paint/Seat/Trim:	PDN	Sting-Gray Clear Coat	0
	APA	Monotone Paint	0
	*D5	Prem Cloth Low-Back Bucket Seats	0
	-X9	Black	0
Options:	HT1	Black 3-Piece Hard Top	0
	CWJ	Soft Top Window Storage Bag	75
	CWA	MOPAR All-Weather Floor Mats	150
	AEN	Dual Top Group	2,195
	AEK	Electronic Infotainment Sys Group	1,495
	ADE	Cold Weather Group	895
	MM3	Body Color Fender Flares	395
	5N6	Easy Order	0
	4EA	Sold Vehicle	0
	135	Zone 35-Washington	0
Discounts:	YGE	5 Additional Gallons of Gas	0
Destination Fees:			1,445
			= Restriction

Total Price: 50,645 .

Order Type: Retail PSP Month/Week:
Scheduling Priority: 1-Sold Order Build Priority: 99
Customer Name: [REDACTED]
Customer Address: [REDACTED]
rehoboth beach DE [REDACTED]
Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



STATE OF DELAWARE
Motor Vehicle Registration Card



Good Only When Signed On Back

VEHICLE MAY BE INSPECTED AND REGISTRATION RENEWED ANYTIME WITHIN 90 DAYS BEFORE EXPIRATION
A \$20.00 LATE FEE IS CHARGED FOR LATE REGISTRATION RENEWALS

SPECIAL TAG, IF ANY		ODOMETER MILEAGE		ACTUAL VEHICLE MILEAGE	
MANUFACTURER AND YEAR	MODEL	BODY STYLE	YEARLY FEE		
JEEP 2018	WRG	UT	40.00		
TITLE DATE	EXPIRATION DATE	VEHICLE IDENT			
08/29/2018	08/29/2025	1C4HJXFN6			
REG WEIGHT	MGWR	USE			
5,000	5,800	NEW			
		GRY			

REHOBOTH BEACH DE

FLOYD A. MEGEE MOTOR CO.

P.O. Box 330

GEORGETOWN, DELAWARE 19947

Ph. (302) 856-0064

Fax (302) 856-9588

website: www.megееmotors.com

e-mail: sales@megееmotors.com

INVOICE



PAGE 1

Dodge Different.

SERVICE ADVISOR: 30453 MARK A BAULL

VEHICLE	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
PDN STING	18	JEEP WRANGLER 4 DR	1C4HJXFN		17924/17942	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	RATE	PAYMENT	INV. DATE
15AUG18 DD			17:00 05MAY20	131.95	CASH	05MAY20
R.O. OPENED	READY	OPTIONS: ST LR:MEGEE ENG:2.0L I4 DOHC				
16:49 04MAY20	15:48 05MAY20	TRN:A 1)UNLIMITED RUBICON 2)DEL DATE 08/15/18				

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

A CUSTOMER STATES SERVICE SHIFTER MESSAGE CAME ON, VEHICLE WOULD SEEM AS IF IT LOST POWER WHILE DRIVING, AND CEL CAME ON NPF COULD NOT DUPLICATE CUSTOMER CONCERN AT THIS TIME.

9999 INTS

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

CUSTOMER STATES SERVICE SHIFTER MESSAGE CAME ON AND CEL CAME ON. HAS NO MESSAGE LIGHTS NOR WARNING LIGHT ON AT THIS TIME. HAD LOST COMMUNICATION CODES BUT WERE ALL STORED. CLEARED CODES. TEST DROVE VEHICLE. NO CODES RETURNED. UNABLE TO DUPLICATE CUSTOMER CONCERN AT THIS TIME.

B 23 PT INSPECTION

23PT 23 PT INSPECTION

9999 INTS

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

C VEHICLE BEING TOWED IN BY ROAD SIDE ASSISTANCE

MISC CUSTOMER CONCERN

9999 INTS

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

THANK YOU FOR CHOOSING US FOR YOUR AUTOMOTIVE SERVICE NEEDS. WE STRIVE FOR 100% CUSTOMER SATISFACTION SO PLEASE BRING ANY ISSUES YOU MAY HAVE TO OUR SERVICE TEAM'S ATTENTION. OUR SERVICE MANAGER, TOM HECK, CAN BE CONTACTED BY PHONE AT 302-856-0064, OR BY EMAIL AT SERVICE@MEGEEMOTORS.COM. THANK YOU!

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER

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

ANY OUTSTANDING BALANCE WILL BE SUBJECT TO AN 18% APR FINANCE CHARGE AFTER 30 DAYS

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

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

CUSTOMER SIGNATURE

FLOYD A. MEGEE MOTOR CO.

P.O. Box 330

GEORGETOWN, DELAWARE 19947

Ph. (302) 856-0064

Fax (302) 856-9588

website: www.megeemotors.com

e-mail: sales@megeemotors.com

INVOICE



DUPLICATE 1

PAGE 1

Dodge Different.

SERVICE ADVISOR: 30477 RICHARD STEVENSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
PDN STING	18	JEEP WRANGLER 4 DR	1C4HJXFP		18048/18049		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
15AUG18 DD			17:00 20MAY20		131.95	CASH	20MAY20
R.O. OPENED		READY	OPTIONS: STK DLR:MEGEE ENG:2.0L I4 DOHC				
07:53 19MAY20		16:46 20MAY20	TRN:A 1)UNLIMITED RUBICON 2)DEL DATE 08/15/18				

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

A CUSTOMER STATES THE SERVICE SHIFTER MESSAGE DISPLAYED. THE STEERING WHEEL FELT VERY LOOSE WHEN STARTING THE VEHICLE. AFTER THE MESSAGE POPPED UP AND DRIVING A MILE AFTER STARTING THE STEERING LOCKED UP. CHECK AND ADVISE.

CAUSE: CIRCUITS D304 AND F941 SHORTED OUT

0894ATK3 WIRING REPAIR SUSPENSION AT CONDENSOR

5300 WP

(N/C)

85410000 DIAGNOSTICS TIME

5300 WP

(N/C)

FC: 1W PART#: COUNT:

CLAIM TYPE: W

AUTH CODE:

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

VERIFIED COMPLAINT. FOUND CODES C1252-92 U-212-00, U0216-00. FOUND STAR CASE S1908000094. FOUND CIRCUITS D304 SHORTED OUT WITH CIRCUIT F941 AT CONDENSER FOR SWAY BAR WIRING. REPAIRED BOTH CIRCUITS. INSULATED AND REPOSITIONED WIRING HARNESS. CLEARED CODES AND ROAD TESTED VEHICLE. ALL OKAY.

B 23 PT INSPECTION

23PT 23 PT INSPECTION

5300 INTS

(N/C)

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

THANK YOU FOR CHOOSING US FOR YOUR AUTOMOTIVE SERVICE NEEDS. WE STRIVE FOR 100% CUSTOMER SATISFACTION SO PLEASE BRING ANY ISSUES YOU MAY HAVE TO OUR SERVICE TEAM'S ATTENTION. OUR SERVICE MANAGER, TOM HECK, CAN BE CONTACTED BY PHONE AT 302-856-0064; OR BY EMAIL AT SERVICE@MEGEEMOTORS.COM. THANK YOU!

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER		DESCRIPTION	TOTALS
	The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. ANY OUTSTANDING BALANCE WILL BE SUBJECT TO AN 18% APR FINANCE CHARGE AFTER 30 DAYS		LABOR AMOUNT	0.00
			PARTS AMOUNT	0.00
			GAS, OIL, LUBE	0.00
			SUBLET AMOUNT	0.00
			MISC. CHARGES	0.00
			TOTAL CHARGES	0.00
			LESS INSURANCE	0.00
			SALES TAX	0.00
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE			

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INVOICE



PAGE 1

Dodge Different.

SERVICE ADVISOR: 30477 RICHARD STEVENSON

COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN/ OUT		TAG
PDN STING	18	JEEP WRANGLER 4 DR		1C4HJXFN6		18186/18231		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED		PC	RATE	PAYMENT	INV. DATE
15AUG18 DD			17:00 27MAY20			131.95	CASH	29MAY20
R.O. OPENED		READY		OPTIONS: STK DLR:MEGEE ENG:2.0L I4 DOHC				
				TRN:A 1)UNLIMITED RUBICON 2)DEL DATE 08/15/18				
07:30 27MAY20		16:41 29MAY20						
LINE OPCODE TECH TYPE HOURS					LIST	NET	TOTAL	

A CUSTOMER STATES THE SERVICE SHIFTER MESSAGE CAME ON. VEHICLE WAS DIFFICULT TO STEER. CEL IS ON. CHECK AND ADVISE.

CAUSE: PDC TERMINAL N8 NOT INSTALLED CORRECTLY.

0894TJB1 Fuse Link/Power Distribution Center
(Relays & Fuses) - Test and Repair (2 - Skilled)

5300 WP

85410000 DIAGNOSTICS TIME

5300 WP

FC: PART#: COUNT:

CLAIM TYPE: W

AUTH CODE:

(N/C)

(N/C)

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

SERVICE SHIFTER MESSAGE CAME ON. STEERING BECAME STIFF AND CEL CAME ON. C1252-92 P258B FOUND STAR CASE S1805000006. INSPECTED ALL VACUUM LINES AND VACUUM PUMP ELECTRICAL CONNECTION. INSPECTED ALL UNDERHOOD GROUNDS. CODE B22A9-49. FOUND STAR CASE S1808000037 ERRONEOUS CODE. PERFORMED DIAGNOSTICS FOR U0401-00 U001-00 LOSS OF COMMUNICATION CODES. STARTED STAR CASE. PERFORMED DIAGNOISS FOR CODE PIDDE-00. FOUND TERMINAL N8 OF PDC TO NOT BE INSTALLED CORRECTLY. REPOSITIONED TERMINAL AND TORQUED MOUNTING NUT AND ALL OTHER POST NUTS ON PDC. CLEARED CODES AND ROAD TESTED. COULD NOT DUPLICATE CONCERN AFTER REPAIR. STAR CASE NUMBER

B 23 PT INSPECTION

23PT 23 PT INSPECTION

5300 INTS

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

(N/C)

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ANY OUTSTANDING BALANCE
WILL BE SUBJECT TO AN 18% APR
FINANCE CHARGE AFTER 30 DAYS

DESCRIPTION

TOTALS

LABOR AMOUNT

PARTS AMOUNT

GAS, OIL, LUBE

SUBLET AMOUNT

MISC. CHARGES

TOTAL CHARGES

LESS INSURANCE

SALES TAX

PLEASE PAY
THIS AMOUNT

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

CUSTOMER SIGNATURE

FLOYD A. MEGEE MOTOR CO.

P.O. Box 330

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INVOICE



PAGE 2

Dodge Different.

SERVICE ADVISOR: 30477 RICHARD STEVENSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
PDN STING	18	JEEP WRANGLER 4 DR	1C4HJX		18186/18231	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	RATE	PAYMENT	INV. DATE
15AUG18 DD			17:00 27MAY20	131.95	CASH	29MAY20
R.O. OPENED	READY	OPTIONS: STK :MEGEE ENG:2.0L I4 DOHC				
07:30 27MAY20		16:41 29MAY20		TRN:A 1)UNLIMITED RUBICON 2)DEL DATE 08/15/18		
LINE OPCODE TECH TYPE HOURS				LIST	NET	TOTAL
5/27 IN CONTACT WITH STAR.						

THANK YOU FOR CHOOSING US FOR YOUR AUTOMOTIVE SERVICE NEEDS. WE STRIVE FOR 100% CUSTOMER SATISFACTION SO PLEASE BRING ANY ISSUES YOU MAY HAVE TO OUR SERVICE TEAM'S ATTENTION. OUR SERVICE MANAGER, TOM HECK, CAN BE CONTACTED BY PHONE AT 302-856-0064, OR BY EMAIL AT SERVICE@MEGEEMOTORS.COM. THANK YOU!

Thank You

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER

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

ANY OUTSTANDING BALANCE
WILL BE SUBJECT TO AN 18% APR
FINANCE CHARGE AFTER 30 DAYS

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

CUSTOMER SIGNATURE

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

LAW OFFICES OF STEVEN VEINGER, P.A.

The Lemon Law Attorneys

20801 Biscayne Blvd., Suite 304
Aventura, FL 33180
Phone (305) 676-4050
Fax (877) 575-9666
teri@thelemonlawattorneys.com

March 1, 2021

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

Re: [REDACTED]
2018 Jeep Wrangler
VIN 1C4HJXDN [REDACTED]

Dear Sir/Madam:

Please be advised that this office represents the above named individual regarding claims against FCA US LLC concerning defects with the above listed vehicle. This letter shall serve as notice of Mr. Richardson's 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 client has 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 client's position that FCA US LLC's inability to repair this vehicle is a violation of the Florida Lemon Law and Magnuson-Moss Warranty Act. As such, our client respectfully requests 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 of its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours

Law Offices of Steven Veinger, P.A.
[REDACTED]

RECEIVED

MAR 10 2021

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

ROBERT M. SILVERMAN¹
CRAIG THOR KIMMEL²

¹ Member, PA Bar
² Member, NJ Bar
³ Member, DE Bar
⁴ Member, NY Bar
⁵ Member, MA Bar
⁶ Member, MD Bar
⁷ Member, OH Bar
⁸ Member, NH Bar
⁹ Member, CT Bar
¹⁰ Member, TN Bar
¹¹ Member, WI Bar
¹² Member, DC Bar
¹³ Member, CA Bar
¹⁴ Member, FL Bar
¹⁵ Member, AZ Bar
¹⁶ Member, TX Bar
¹⁷ Member, MI Bar
¹⁸ 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. HERRITT¹⁹
ROBERT A. KAPKIN²⁰
ANGELA K. TROCCOLI²¹
AMY L. BENNECOFF GINSBURG²²
W. CHRISTOPHER COMONOVIO²³
JASON L. GRESHES²⁴
CHAD P. DOMAN²⁵
JACOB U. GINSBURG²⁶
SHAWN BACHMAN²⁷

November 6, 2020

FCA US LLC - Via FedEx

Keith Rose, Esquire- Via Email mail@rosewaldorf.com

RE: **Pre-Lit Program**

FCA US LLC

Vehicle Type: 2019 JEEP WRANGLER

VIN: 1C4HJXEG

To Whom It May Concern:

As you know, this office represents the above-captioned individual for problems encountered with his 2019 jeep Wrangler. I am attaching the clients' sales and service documents for your review. As you can see, my client has returned to the dealership for various defects in the vehicle.

Please advise if FCA US LLC is interested in attempting early resolution in this matter.

I look forward to hearing from you.

RMS/jh
Enclosure

RECEIVED

NOV 11 2020

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

FCA US LLC
Office of the General Counsel

NOV 10 2020

FedEx
Reg. Agent
Proc. Server

Keep this document to show to the police and courts.

MV-862-CR (2/18)

NEW YORK STATE REGISTRATION DOCUMENT



G PAS

2019 JEEP NONTRANSFERABLE

SUBN YW 1C4HJXEG

4150 G 6

Wt/Serials

Fuel/Cyl

WEB WEBCDA

AN 08 2020

2/28/21

NYMA

35.50

ANNUAL CHG

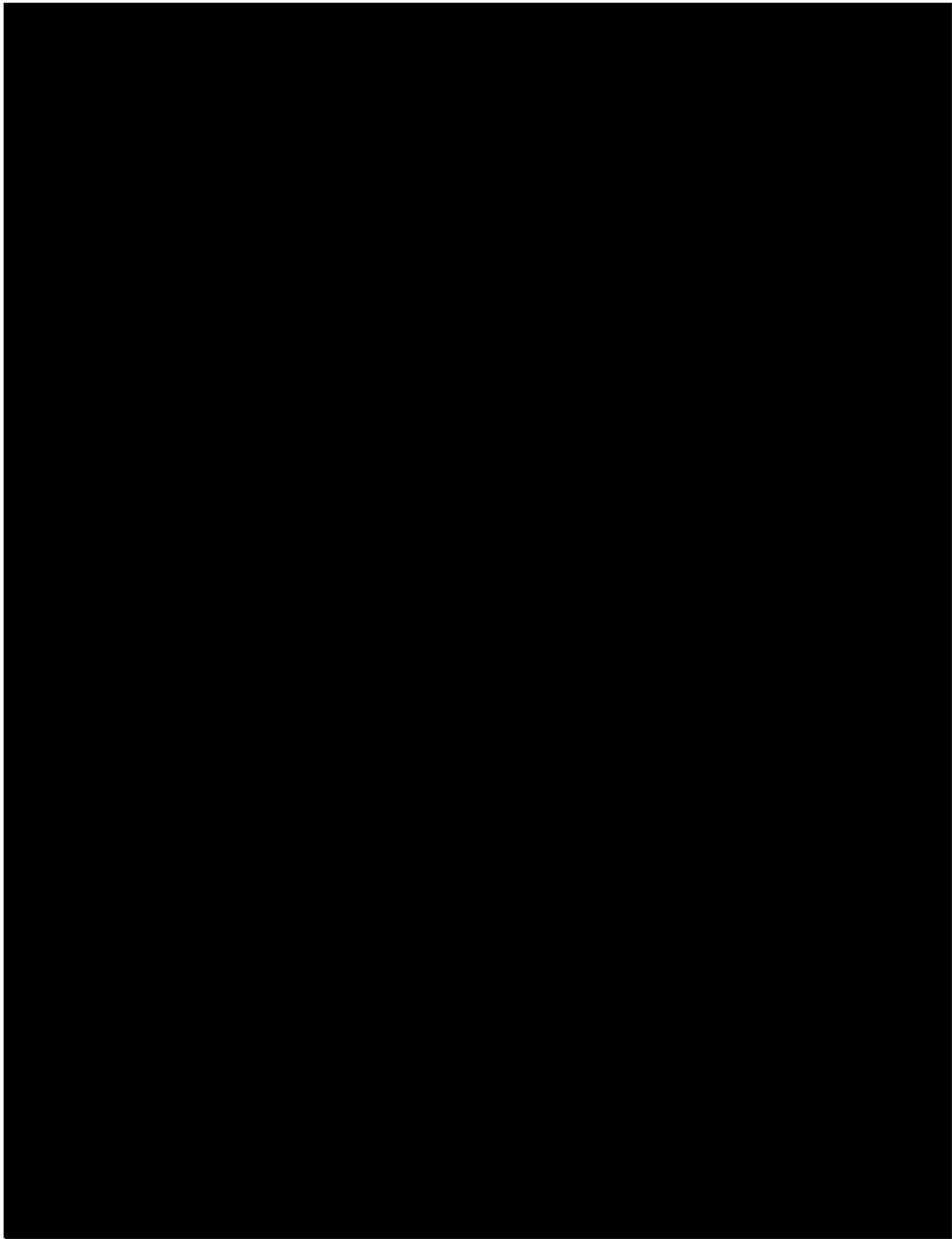
(INCL ADD CHG)

LESS

3.00

LINDENHURST NY





KIMMEL AND SILVERMAN, P.C.
AUTOMOBILE LEMON LAW
NEW CLIENT FORM

Please fill this form out completely. If you have any questions regarding the contents of this form, please call Vickie Zeiders at 1-800-LEMON-LAW (1-800-536-6652) extension 163.

Please make any necessary corrections to your personal information.

Name: [REDACTED] K&S Attorney: Robert M. Silverman

Make/Model: Jeep Wrangler Year: 2019

(To be filled out by client)

VIN#: 1C4HJXE[REDACTED]

Address: 245 51st Street Lindenhurst NY 11757

Home Phone: [REDACTED] E-Mail: [REDACTED]

Work Phone: [REDACTED] Work Hours: 11-8

Emergency Contact Phone: _____

May we contact you at work? ☐ Yes ☒ No

Would you be willing to appear in a consumer news story? ☒ Yes ☐ No

Please check off each document included in this packet:

- ☒ Legible copies of your purchase or lease agreement
- ☐ A copy of your payment contract with your bank or credit union
- ☒ ALL repair invoices (whether they be from the dealership or another facility)
- ☒ A copy of your registration card
- ☐ ALL letters, e-mails or correspondence you have written to the dealer and/or manufacturer
- ☒ A detailed list of your concerns
- ☐ Photos or videos, which illustrate your problem or concern



SECURITY DODGE CHRYSLER GEM

345 Merrick Road
AMITYVILLE, N.Y. 11701
(831) 691-1737 (831) 691-1738



ADVISOR ANTHONY	TAG NO. 2214 1286	INVOICE DATE 05/26/20
LABOR RATE	LICENSE NO.	MILEAGE 10,462
YEAR / MAKE / MODEL 19/JEEP/WRANGLER UNLIMI/WRANGLER UNL		DELIVERY DATE
VEHICLE I.D. NO. 1 C 4 H J X E G		DELIVERY MILES
F.Y.E. NO.		SELLING DEALER NO.
P.O. NO.		PRODUCTION DATE
COMMENTS		R.O. DATE 05/26/20
		MILEAGE OUT MO: 10463

LABOR & PARTS

19-031 2019 JL INSTRUMENT PANEL CLUSTER SOFTWARE FLASH (RRT
1)
Successfully flashed ECU from old part number 68377781AD to
current part number 68377781AE
18-19-47-CB
.5

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

V41 Customer Satisfaction Notification V41 - Steering Damper
(Recall CSN 1)
02-V4-11-82
0.3 hours

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

(Multi-point inspection according to maintenance interval)
COMPLETED MULTIPOINT INSPECTION.

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

CUSTOMER STATES PERFORM ENGINE OIL & FILTER CHANGE.
CHECK FLUID LEVELS.
NOTE: ENTER MOPAR PLAN NAME CODE AND REMAINING SERVICE LEFT
CHANGED OIL & FILTER.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 4	1	68191349-AC	FILTER EN 09057006		0.00
JOB # 4	6	68283520-AA	OIL OW20 01081090		0.00
JOB # 4 TOTAL PARTS					0.00
JOB # 4 TOTAL LABOR & PARTS					0.00

(Rotate tires)
SERVICE COMPLETE

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
-------	-----	-----------	-------------	------------

ANY WARRANTIES ON THE PRODUCT SOLD HEREBY
ARE THOSE MADE BY THE MANUFACTURER. THE
SELLER HEREBY EXPRESSLY DISCLAIMS ALL WAR-
RANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING
ANY IMPLIED WARRANTY OF MERCHANTABILITY OR
FITNESS FOR A PARTICULAR PURPOSE, AND NEI-
THER ASSUMES NOR AUTHORIZES ANY OTHER
PERSON TO ASSUME FOR IT ANY LIABILITY IN
CONNECTION WITH THE SALE OF SAID PRODUCTS.

LABOR AND PARTS ARE WARRANTED FOR 90 DAYS
OR 4000 MILES, WHICHEVER OCCURS FIRST.
ALL PARTS INSTALLED ARE NEW OR FACTORY
REBUILT UNLESS SPECIFIED OTHERWISE.

TERMS: CASH OR CERTIFIED CHECK

☒ CUSTOMER ACKNOWLEDGES RECEIPT
OF COPY.

CUSTOMER SATISFACTION

IS OUR

NUMBER 1 CONCERN

Thank You

for this opportunity to serve you.

NYS-MV R/S REG. NO. R 7001388

CUSTOMER CALLED UPON
COMPLETION:

DATE

TIME

BY

HOURS OF OPERATION

MONDAY TO FRIDAY
7:30 AM TO 5:30 PM
SATURDAY
8:00 AM TO 12:00 PM



SECURITY DODGE CHRYSLER GEM

345 Merrick Road
AMITYVILLE, N.Y. 11701
(631) 691-1737 (631) 691-1738



ANTHONY

2214

1286

05/26/20

ADVISOR	TAG NO.	INVOICE DATE	
	10,462	/	
LABOR RATE	LICENSE NO.	MILEAGE	COLOR
19/JEEP/WRANGLER UNLIMI		1286	
YEAR / MAKE / MODEL		DELIVERY DATE	DELIVERY MILES
1 C 4 H J X E G			
VEHICLE I.D. NO.		SELLING DEALER NO.	PRODUCTION DATE
		05/26/20	
F.T.E. NO.	R.O. NO.	R.O. DATE	MO: 10463
COMMENTS	JOB # 5 TOTAL PARTS	0.00	MILEAGE OUT

JOB # 5 TOTAL LABOR & PARTS

0.00

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

COMMENTS-----
TAG NUMBER IS 1286

TOTALS-----

* NEXT RECOMMENDED SERVICE:
* 08/11/2020 / 16463 MI 2700ZROTATE ROTATE TIRES

* [] CASH [] CHECK CK # [] *
* [] VISA [] M/CARD [] DISC [] AMEX *
* [] OTHER [] CHARGE *

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

TOTAL INVOICE \$ 0.00

YOUR COMPLETE SATISFACTION IS OUR #1 CONCERN
WE WANT YOU TO BE COMPLETELY SATISFIED WITH THE
SERVICE YOU RECEIVE! IF YOU ARE NOT SATISFIED
WITH THE SERVICE YOU RECEIVED, PLEASE CONTACT
OUR SERVICE MANAGER TIM DOYLE AT (631) 691-5000 EXT. 329
WE APPRECIATE YOUR BUSINESS, SECURITY DCJR,

CUSTOMER SIGNATURE

DUPLICATE INVOICE

ANY WARRANTIES ON THE PRODUCT SOLD HEREBY
ARE THOSE MADE BY THE MANUFACTURER. THE
SELLER HEREBY EXPRESSLY DISCLAIMS ALL WAR-
RANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING
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THER ASSUMES NOR AUTHORIZES ANY OTHER
PERSON TO ASSUME FOR IT ANY LIABILITY IN
CONNECTION WITH THE SALE OF SAID PRODUCTS.

LABOR AND PARTS ARE WARRANTED FOR 90 DAYS
OR 4000 MILES, WHICHEVER OCCURS FIRST.
ALL PARTS INSTALLED ARE NEW OR FACTORY
REBUILT UNLESS SPECIFIED OTHERWISE.

TERMS: CASH OR CERTIFIED CHECK

X
CUSTOMER ACKNOWLEDGES RECEIPT
OF COPY.

CUSTOMER SATISFACTION

IS OUR

NUMBER 1 CONCERN

Thank You

for this opportunity to serve you.

NYS-MV R/S REG. NO. R 7001388

CUSTOMER CALLED UPON
COMPLETION:

DATE

TIME

BY

HOURS OF OPERATION

MONDAY TO FRIDAY
7:30 AM TO 5:30 PM

SATURDAY
8:00 AM TO 12:00 PM



SECURITY DODGE CHRYSLER GEM

345 Merrick Road
AMITYVILLE, N.Y. 11701
(631) 691-1737 (631) 691-1738



ADVISOR JERMAIN	TAG NO. 3077	INVOICE DATE 09/24/20
LABOR RATE	LICENSE NO.	MILEAGE 13,730
YEAR / MAKE / MODEL 19/JEEP/WRANGLER UNLIMI/WRANGLER UNL		COLOR /
VEHICLE I.D. NO. 1 C 4 H J X E G B K		DELIVERY DATE
F.T.E. NO.		SELLING DEALER NO.
P.O. NO.		R.O. DATE 09/21/20
COMMENTS		PRODUCTION DATE
		MILEAGE OUT MO: 13733

LABOR & PARTS

Multi-point inspection according to maintenance

COMPLETED MULTIPOINT INSPECTION.

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

Customer States STEERING WHEEL KEEPS LOCKING WHEN DRIVING (General Concern 1)
confirm scan no dtcs related access pump light cyclic growl
, loosen ps line from pump little flow when commanded
requires pump
replace electric power steering pump bleed steering is
normal

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----	UNIT PRICE-	WARRANTY
JOB # 2 1 68247930-AF PUMP POWE 19054002		WARRANTY
JOB # 2 1 68088485-AB FLUID POW 01081032		WARRANTY
JOB # 2 -1 68247930-AF CORE RETURN		WARRANTY
JOB # 2 TOTAL PARTS	0.00	
JOB # 2 TOTAL LABOR & PARTS	0.00	

DRIVER FRONT DOOR DOES NOT UNLOCK FROM BUTTON
confirm remove door panel found some water intrusion in
connectors order door harness and switch

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----	UNIT PRICE-	INTERNAL
JOB # 3 0 6AC61DX9-AC SWITCH DO 08053002		INTERNAL
PART ON SPECIAL ORDER		
** QUANTITY 1 IS SPECIAL ORDERED **		
JOB # 3 0 68325453-AF WIRING FR 08015002		INTERNAL
PART ON SPECIAL ORDER		
** QUANTITY 1 IS SPECIAL ORDERED **		
JOB # 3 TOTAL PARTS	0.00	
JOB # 3 TOTAL LABOR & PARTS	0.00	

BATTERY CHARGING MESSAGE ON
confirm battery charge message no dtcs batt soc at 63%
remove both batteries and gr8 (see attached) both passed
check alt output normal holds full load with 40a to spare ,
check and tighten all grounds
check and tighten all grounds , test both batteries , check
alternator output all operating normally , suspect high
current draw from amp and speakers disrupting start stop
system

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 NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

LABOR AND PARTS ARE WARRANTED FOR 90 DAYS OR 4000 MILES, WHICHEVER OCCURS FIRST.

ALL PARTS INSTALLED ARE NEW OR FACTORY REBUILT UNLESS SPECIFIED OTHERWISE.

TERMS: CASH OR CERTIFIED CHECK

☒ CUSTOMER ACKNOWLEDGES RECEIPT OF COPY.

CUSTOMER SATISFACTION

IS OUR

NUMBER 1 CONCERN

Thank You

for this opportunity to serve you.

NYS-MV R/S REG. NO. R 7001388

CUSTOMER CALLED UPON COMPLETION:

DATE

TIME

BY

HOURS OF OPERATION

MONDAY TO FRIDAY
7:30 AM TO 5:30 PM

SATURDAY
8:00 AM TO 12:00 PM



SECURITY DODGE CHRYSLER GEM

345 Merrick Road
AMITYVILLE, N.Y. 11701
(631) 691-1737 (631) 691-1738



ADVISOR JERMAIN		TAG NO. 3077 3290	INVOICE DATE 09/24/20
LABOR RATE	LICENSE NO.	MILEAGE 13,730	COLOR
YEAR / MAKE / MODEL 19/JEEP/WRANGLER UNLIMI/WRANGLER UNL			DELIVERY DATE
VEHICLE I.D. NO. 1 C 4 H J X E G 8 K V			DELIVERY MILES
F.T.E. NO.			SELLING DEALER NO.
COMMENTS			PRODUCTION DATE
			R.O. DATE 09/21/20
			MILEAGE OUT MO: 13733

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

ESTIMATE-----
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)
COMMENTS-----
TAG NUMBER IS 3290
TOTALS-----

* NEXT RECOMMENDED SERVICE: *
* 11/23/2020 / 15506 MI 27DOZROTATE ROTATE TIRES *

* [] CASH [] CHECK CK # []	TOTAL LABOR...	0.00
* [] VISA [] M/CARD [] DISC [] AMEX	TOTAL PARTS...	0.00
* [] OTHER [] CHARGE	TOTAL SUBLET...	0.00
	TOTAL G.O.G....	0.00
	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	0.00
	TOTAL TAX.....	0.00

TOTAL INVOICE \$ 0.00

YOUR COMPLETE SATISFACTION IS OUR #1 CONCERN
WE WANT YOU TO BE COMPLETELY SATISFIED WITH THE
SERVICE YOU RECEIVE! IF YOU ARE NOT SATISFIED
WITH THE SERVICE YOU RECEIVED, PLEASE CONTACT
OUR SERVICE MANAGER TIM DOYLE AT (631) 691-5000 EXT. 329
WE APPRECIATE YOUR BUSINESS, SECURITY DCJR.

CUSTOMER SIGNATURE

DUPLICATE INVOICE *****

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ARE THOSE MADE BY THE MANUFACTURER. THE
SELLER HEREBY EXPRESSLY DISCLAIMS ALL WAR-
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ANY IMPLIED WARRANTY OF MERCHANTABILITY OR
FITNESS FOR A PARTICULAR PURPOSE, AND NEI-
THER ASSUMES NOR AUTHORIZES ANY OTHER
PERSON TO ASSUME FOR IT ANY LIABILITY IN
CONNECTION WITH THE SALE OF SAID PRODUCTS.

LABOR AND PARTS ARE WARRANTED FOR 90 DAYS
OR 4000 MILES, WHICHEVER OCCURS FIRST.
**ALL PARTS INSTALLED ARE NEW OR FACTORY
REBUILT UNLESS SPECIFIED OTHERWISE.**

TERMS: CASH OR CERTIFIED CHECK

☒ CUSTOMER ACKNOWLEDGES RECEIPT
OF COPY.

CUSTOMER SATISFACTION

IS OUR

NUMBER 1 CONCERN

Thank You

for this opportunity to serve you.

NYS-MV R/S REG. NO. R 7001388

CUSTOMER CALLED UPON
COMPLETION:

DATE

TIME

BY

HOURS OF OPERATION

MONDAY TO FRIDAY
7:30 AM TO 5:30 PM

SATURDAY
8:00 AM TO 12:00 PM



BAYSIDE CJ, LLC
212-19 NORTHERN BOULEVARD
BAYSIDE, NEW YORK 11361
718-229-8700



ADVISOR	JAY	TAG NO	0715 4338	INVOICE DATE	10/13/20
LABOR RATE	179.50	WARRANTY	14,991	SELLER'S NAME	HELLAYELLA
YEAR/MAKE/MODEL	19/JEEP/WRANGLER UNIMIMI/ADR SUV 4WD	DELIVERY DATE	03/01/19	DELIVERY MILES	17944
VEHICLE I.D. NO.	1C4HJXEG8K	REPAIR DATE	10/13/20	PRODUCTION DATE	38
COMMENTS					

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 5	2	68383600-AB	BLADE FRO 23067925		0.00
JOB # 5 TOTAL PARTS					0.00
JOB # 5 TOTAL LABOR & PARTS					0.00
SUBLET			10/13/20 ALIGN		0.00
TOTAL - SUBLET					0.00
ESTIMATE					
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX)					
TOTALS					
WE WANT TO BE SURE THAT YOU ARE COMPLETELY SATISFIED WITH OUR DEALERSHIP. PLEASE TAKE A MOMENT TO COMPLETE THE SURVEY BELOW. YOUR INPUT WILL HELP US TO IMPROVE! PLEASE CIRCLE THE APPROPRIATE ANSWER.					
1) I AM SATISFIED WITH THE TREATMENT I RECEIVED FROM THE SERVICE STAFF					
2) THE SERVICE STAFF LISTENED AND UNDERSTOOD MY NEEDS					
3) MY VEHICLE WAS READY AS PROMISED					
4) I WOULD RECOMMEND THIS DEALERSHIP TO OTHERS FOR SALES AND SERVICE					
5) WHAT COULD WE DO TO IMPROVE YOUR SATISFACTION WITH OUR SERVICE DEPARTMENT?					

I AUTHORIZED THE REPAIR WORK WHICH WAS DONE AT THE AGREED PRICE. I KNOW THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAYS IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HAVE GRANTED YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERE TO. THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY LABOR AND PARTS FOR 90 DAYS OR 3,000 MILES WHICHEVER COMES FIRST. WARRANTY REPAIRS TO BE PERFORMED AT THE SELLER'S PLACE OF BUSINESS. SELLER HEREBY LIMITS IMPLIED WARRANTIES TO THE PERIOD STATED. STORAGE CHARGE IS \$25.00 PER DAY 72 HRS. AFTER WORK COMPLETION OR IF NO WORK IS DONE THEN FROM DATE OF RECEIPT.

IF I PAY BY CREDIT CARD, I AUTHORIZED YOU TO UTILIZE MY CREDIT CARD AND MY RELATED INFORMATION NEEDED TO PROCESS THE CHARGE TO MY CREDIT CARD.

ALL PARTS ARE NEW OR REMANUFACTURED EXCEPT AS NOTED

NYS REPAIR SHOP REG NO.
R-7062132
NYC • DCA. LIC. NO.
2034601

TERMS: STRICTLY CASH, CERTIFIED CHECK.

CUSTOMER ACKNOWLEDGES RECEIPT OF COPY.

MY SIGNATURE INDICATES MY UNCONDITIONAL AGREEMENT TO PAY FOR AND RECEIPT OF THE PARTS AND SERVICE AS INDICATED ON THIS INVOICE.

CUSTOMER SIGNATURE ***** DUPLICATE INVOICE *****

CHRYSLER

Jeep

DOODGE

BAYSIDE CJ, LLC

212-19 NORTHERN BOULEVARD

BAYSIDE, NEW YORK 11361

718-229-8700



RAM

SRT

ADVISOR JAY	TAX NO 0715	INVOICE DATE 10/13
LABOR RATE 179.50	UNLAGE 14,991	COLOR HELLAYELLA
YEAR/MAKE/MODEL 19/JEEP/WRANGLER UNLIMIT/4DR SUV 4WD	DELIVERY DATE 03/01/19	DELIVERY MILES 38
VEHICLE I.D. NO. 1C4HJXEGBKW	SELLER'S DEALER NO.	PRODUCTION DATE
F.T.E. NO.	P.O. NO.	T.O. DATE 10/13/20
COMMENTS		

MO: 14996

LABOR & PARTS

INSPECT VEHICLE (Multi-point inspection according to maintenance interval)

REPAIR DETAILS OR A MULTI-POINT INSPECTION SHEET HAS BEEN PROVIDED.

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

CUST STATES THE STEERING WHEEL LOCK WHEN DOING 35/40 MPH
CUST HAS TO ALMOST COME TO A FULL STOP FOR STEERING WHEEL
TO UNLOCK.
FOUND TSB FOR CONCERN
REPLACED STEERING GEAR 90X AND COND HAS BEEN REPAIRED

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 2	1	68507569-AA	RACK&PINI		WARRANTY
JOB # 2	2	68008485-A8	FLUID POW 01081032		WARRANTY
JOB # 2	4	6513396-AA	BOLT NONE 17015003		WARRANTY
JOB # 2	-1	68507569-AA	CORE RETURN		WARRANTY
JOB # 2 TOTAL PARTS				0.00	
JOB # 2 TOTAL LABOR & PARTS				0.00	

CUST REQUEST FREE OIL AND FILTER CHANGE W/COUPON
MAINTENANCE
PERFORMED SERVICE AS REQUESTED
NEXT OIL CHANGE DUE IN 3 MONTHS OR 3,000 MILES

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 3	6	68283520-AA	OIL 0W20 01081090		WARRANTY
JOB # 3	1	68191349-AC	FILTER EN 09057006		WARRANTY
JOB # 3 TOTAL PARTS				0.00	
JOB # 3 TOTAL LABOR & PARTS				0.00	

TIRE ROTATION

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

REPLACE WIPER BLADES
STREAKING
REPLACED WIPER BLADES AS NEEDED

I AUTHORIZED THE REPAIR WORK WHICH WAS DONE AT THE AGREED PRICE. I KNOW THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAYS IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HAVE GRANTED YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERE TO. THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY LABOR AND PARTS FOR 90 DAYS OR 3,000 MILES WHICHEVER COMES FIRST. WARRANTY REPAIRS TO BE PERFORMED AT THE SELLER'S PLACE OF BUSINESS. SELLER HEREBY LIMITS IMPLIED WARRANTIES TO THE PERIOD STATED. STORAGE CHARGE IS \$25.00 PER DAY 72 HRS. AFTER WORK COMPLETION OR IF NO WORK IS DONE THEN FROM DATE OF RECEIPT.

IF I PAY BY CREDIT CARD, I AUTHORIZED YOU TO UTILIZE MY CREDIT CARD AND MY RELATED INFORMATION NEEDED TO PROCESS THE CHARGE TO MY CREDIT CARD.

ALL PARTS ARE NEW OR REMANUFACTURED EXCEPT AS NOTED

NYS REPAIR SHOP REG NO.
R-7062132
NYC • DCA. LIC. NO.
2034601

TERMS: STRICTLY CASH,
CERTIFIED CHECK.

CUSTOMER ACKNOWLEDGES
RECEIPT OF COPY.

MY SIGNATURE INDICATES MY UNCONDITIONAL AGREEMENT TO PAY FOR AND RECEIPT OF THE PARTS AND SERVICE INDICATED ON THIS INVOICE.

The Reynolds and Reynolds Company 89401414E 00702273 Q (12/16)



1 room

Align top of FedEx Express® shipping label here.

ORIGIN ID: QFWA (215) 540-8888
CATHLEEN SMITH
KIMMEL & SILVERMAN, P.C.
30 EAST BUTLER PIKE

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

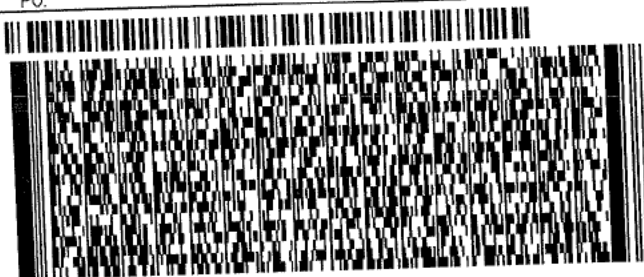
568.035 108F 00

(215) 540-8888

REF:

INV:
PO:

DEPT:



FedEx
Express



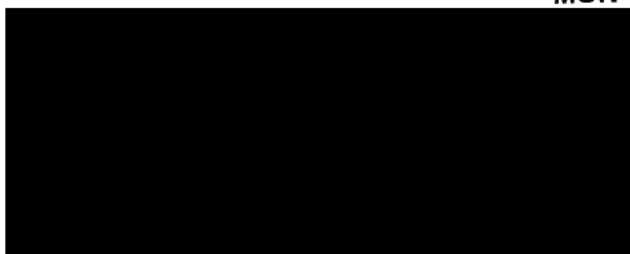
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PEEL HERE

MON - 09 NOV 4:30P

OVERNIGHT



48326

MI-US FNT



or pouch here.



3 d tel an the

**Service of Process
Transmittal**

12/07/2020

CT Log Number [REDACTED]

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

RE: Process Served in New York

FOR: FCA US LLC (Domestic State: DE)

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

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

DOCUMENT(S) SERVED: Letter, Summons, Complaint, Attachment, Exhibit(s)

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

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2019 Jeep Wrangler, VIN: 1C4HJXEG8KW [REDACTED]

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

DATE AND HOUR OF SERVICE: By Certified Mail on 12/07/2020 postmarked on 11/20/2020

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

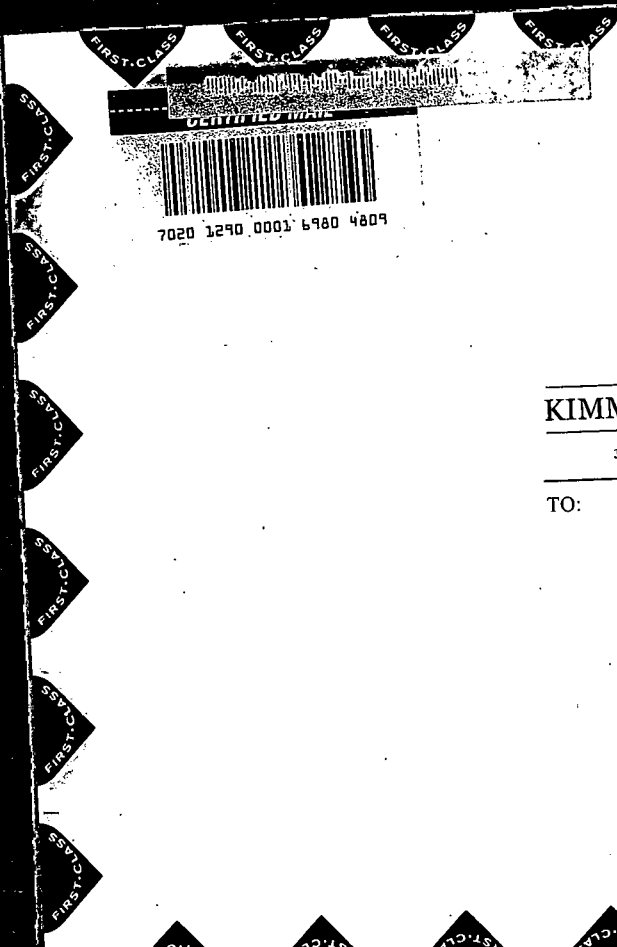
ACTION ITEMS: CT has retained the current log, Retain Date: 12/08/2020, Expected Purge Date: 12/13/2020

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.



7020 1290 0001 6980 4809



U.S. POSTAGE >> METRY BOXES
ZIP 19002 \$ 008.00⁰
02 47
0000351300 NOV 20 2020

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 COMPONOVOL**
JASON L. GRESHES**
CHAD P. DOMAN**
JACOB U. GINSBURG**
SHAWN BACHMAN**

November 19, 2020

VIA CERTIFIED MAIL

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

RE: [REDACTED] v. FCA US LLC
Index No. [REDACTED]

Dear Sir/Madam,

Enclosed please find a copy of the Summons and exhibits that have been filed with the Supreme Court of Suffolk County. Please advise the time period prescribed by the New York Rules of Civil Procedure.

Sincerely,

Robert M. Silverman

RMS/jh
Enclosure

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

[REDACTED]

Plaintiffs,

**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 Plaintiffs'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.

Plaintiffs designates SUFFOLK as the place of trial. The basis of venue is: Suffolk County

[REDACTED]

**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 SUFFOLK**

[REDACTED]

Plaintiffs,

Index No.:
Date of Filing:
COMPLAINT

FCA US LLC,

Defendant.

Plaintiffs, 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]
Lindenhurst, NY [REDACTED]
2. Plaintiff [REDACTED] resident of the State of New York, [REDACTED]
Lindenhurst, NY [REDACTED]
3. 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.
4. On or about 3/20/2019, Plaintiffs leased a new 2019 Jeep Wrangler, manufactured
and warranted by Defendant, bearing the Vehicle Identification Number
1C4HJXEG8KV [REDACTED]
5. Plaintiffs' vehicle was leased in the State of New York and is registered in the
State of New York. A true and correct copy of the contract is attached hereto, made a part
hereof, and marked Exhibit "A".
6. In consideration for the lease of said vehicle, Defendant issued to Plaintiffs
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, Plaintiffs are 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 Plaintiffs 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 Plaintiffs.

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 Plaintiffs are 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 5/26/20, when the vehicle odometer showed 10,462 miles. On that date, repair attempts addressed: instrument cluster and steering damper. 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 9/21/20, when the vehicle odometer showed 13,730 miles. On that date, repair attempts addressed: steering wheel locking up, front door lock malfunctioning, and battery charging message 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 10/13/20, when the vehicle odometer showed 14,991 miles. On that date, repair attempts addressed: steering wheel locking up. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

AS AND FOR A FIRST CAUSE OF ACTION

11. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
12. Plaintiffs, are 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 3/20/2019, Plaintiffs 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 Plaintiffs 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. Plaintiffs have 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 Plaintiffs have 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. Plaintiffs have 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, Plaintiffs aver 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. Plaintiffs have 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, Plaintiffs seek 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, Plaintiffs respectfully demand 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. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

29. The lease of the subject vehicle to Plaintiffs 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.

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

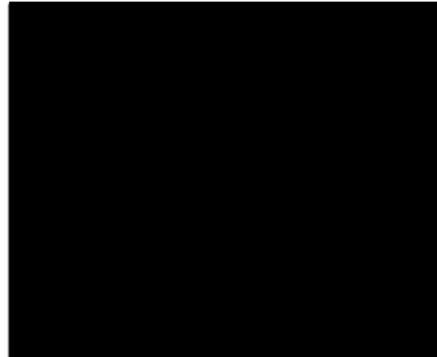
- a. Making of fraudulent and/or negligent representations;
- b. Representing the subject vehicle to be of good, merchantable quality, free from defects, when in fact it was not;
- c. Representing that the repairs could be performed properly, within a reasonable time, when Defendant knew, or should have 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.

31. 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.

32. Defendant violated the law willfully and knowingly.

WHEREFORE, Plaintiffs respectfully demand 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 Plaintiffs are 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 Plaintiffs are not entitled to repurchase or replacement, any other relief this Court deems just; and all attorneys' fees and cost.



1-800-536-6652

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

[REDACTED]

Plaintiffs,

**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 Plaintiffs(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 Plaintiffs is that Plaintiffs 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
Plaintiffs

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

[REDACTED]

Plaintiffs,

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, an attorney 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.

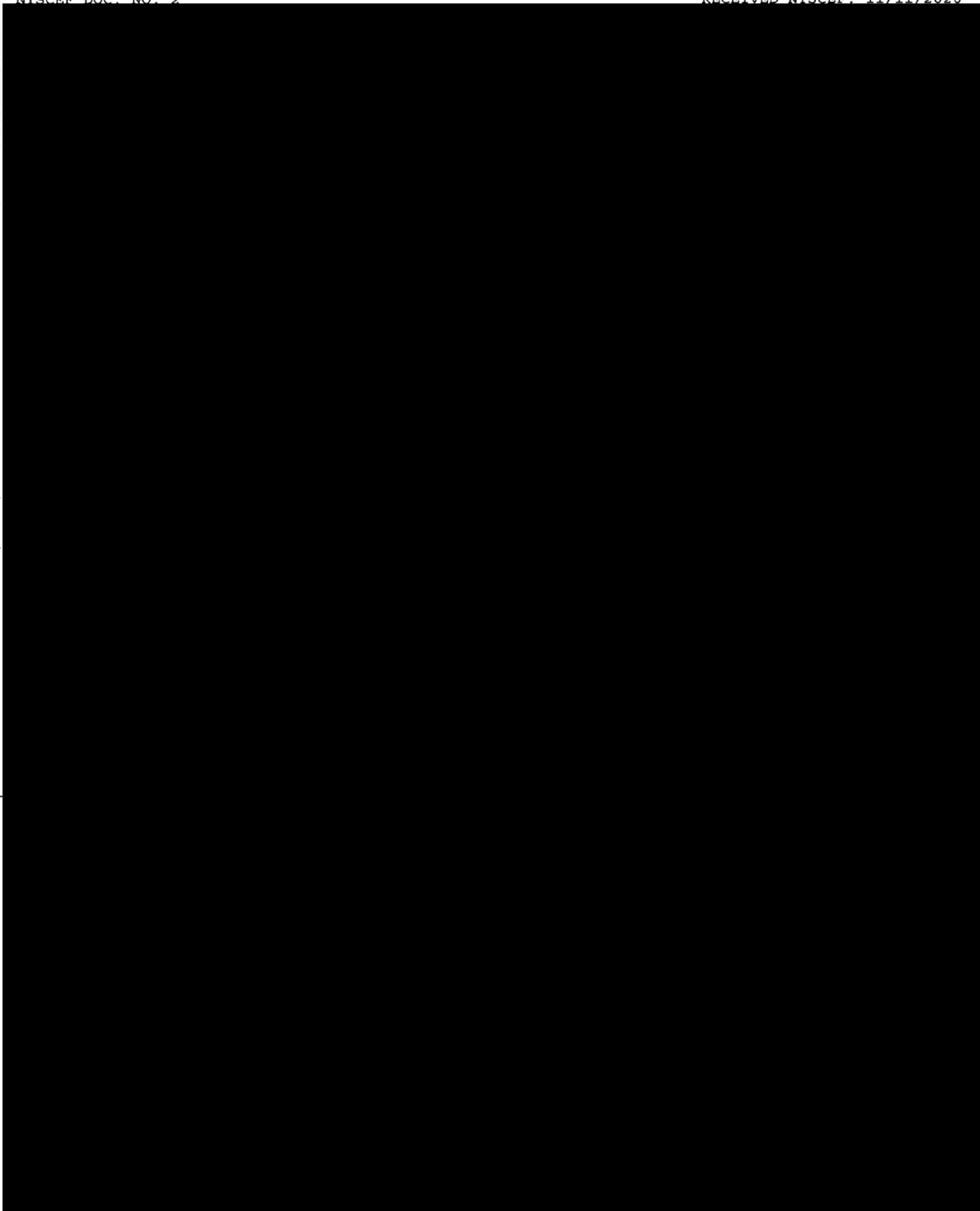
[REDACTED SIGNATURE], ESQUIRE

FILED: SUFFOLK COUNTY CLERK 11/11/2020 09:04 AM

INDEX NO. [REDACTED]

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 11/11/2020

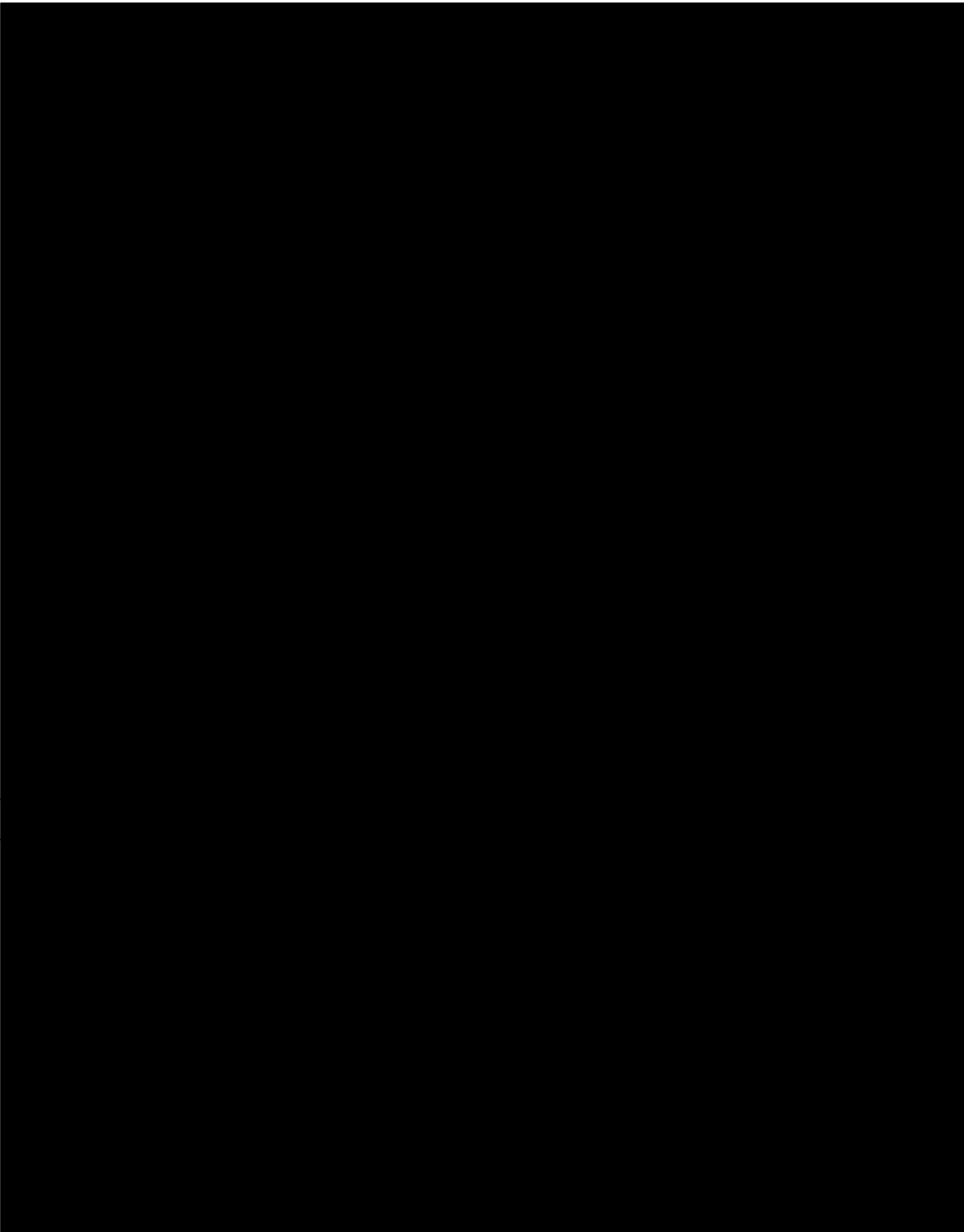


FILED: SUFFOLK COUNTY CLERK 11/11/2020 09:04 AM

INDEX NO. [REDACTED]

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 11/11/2020





SECURITY DODGE CHRYSLER GEM

345 Merrick Road
AMITYVILLE, N.Y. 11701
(831) 891-1737 (831) 891-1738



ADVISOR ANTHONY		2214	1286	INVOICE DATE 05/26/20	[REDACTED]
LABOR RATE	LICENSE NO.	MILEAGE 10,462		COLOR /	STOCK NO.
YEAR / MAKE / MODEL 19/JEEP/WRANGLER UNLIMI/WRANGLER UNL				DELIVERY DATE	DELIVERY MILES
VEHICLE I.D. NO. 1 C 4 H J X E G 8 K				SELLING DEALER NO.	PRODUCTION DATE
T.E. NO.				R.O. DATE 05/26/20	
COMMENTS				MILEAGE OUT MO: 10463	

LABOR & PARTS 19-031 2019 JL INSTRUMENT PANEL CLUSTER SOFTWARE FLASH (RRT 1) Successfully flashed ECU from old part number 60377781AD to current part number 60377781AE 18-19-47-CB .5						ANY WARRANTIES ON THE PRODUCT SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WAR- RANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEI- THER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.	
PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE----- JOB # 1 1 CCUKV413-AA DAMPER ST 19030006 JOB # 1 TOTAL PARTS 0.00 WARRANTY JOB # 1 TOTAL LABOR & PARTS 0.00						LABOR AND PARTS ARE WARRANTED FOR 90 DAYS OR 4000 MILES, WHICHEVER OCCURS FIRST. ALL PARTS INSTALLED ARE NEW OR FACTORY REBUILT UNLESS SPECIFIED OTHERWISE. TERM: CASH OR CERTIFIED CHECK	
V41 Customer Satisfaction Notification V41 - Steering Damper (Recall CSN 1) 02-V4-11-62 0.3 hours						X CUSTOMER ACKNOWLEDGES RECEIPT OF COPY.	
PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE----- JOB # 2 1 CCUKV411-AA DAMPER ST 19030006 JOB # 2 TOTAL PARTS 0.00 WARRANTY JOB # 2 TOTAL LABOR & PARTS 0.00						CUSTOMER SATISFACTION IS OUR NUMBER 1 CONCERN	
(Multi-point inspection according to maintenance interval) COMPLETED MULTIPOINT INSPECTION.							
PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE----- JOB # 3 TOTAL PARTS 0.00 JOB # 3 TOTAL LABOR & PARTS 0.00						Thank You for this opportunity to serve you.	
CUSTOMER STATES PERFORM ENGINE OIL & FILTER CHANGE. CHECK FLUID LEVELS. NOTE: ENTER MOPAR PLAN NAME CODE AND REMAINING SERVICE LEFT CHANGED OIL & FILTER.						NYS-MV R/S REG. NO. R 7001388 CUSTOMER CALLED UPON COMPLETION:	
PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE----- JOB # 4 1 60191349-AC FILTER EN 09057006 WARRANTY JOB # 4 6 60283520-AA OIL ON20 01081090 WARRANTY JOB # 4 TOTAL PARTS 0.00 JOB # 4 TOTAL LABOR & PARTS 0.00						DATE TIME BY	
(Rotate tires) SERVICE COMPLETE						HOURS OF OPERATION MONDAY TO FRIDAY 7:30 AM TO 6:30 PM SATURDAY 8:00 AM TO 12:00 PM	
PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----							

ALL-STATE LEGAL
PLAINTIFF'S
EXHIBIT

B



SECURITY DODGE CHRYSLER GEM

345 Merrick Road
AMITYVILLE, N.Y. 11701
(631) 691-1737 (831) 691-1738



ANTHONY		2214	1286	05/26/20	[REDACTED]
ACTION		TAG NO.		10,462 /	INVOICE DATE
LABOR RATE	DATE	19/JEEP/WRANGLER UNLIMI	WRANGLER UNI	COLOR	STOCK NO.
YEAR / MAKE / MODEL	1 C 4 H J X E G B	[REDACTED]		DATE	DELIVERY MADE
VEHICLE TAG NO.	[REDACTED]		DEALER NO.	05/26/20	PRODUCTION DATE
P.T.E. NO.	H.D. NO.		A.O. DATE		MO: 10463
COMMENTS		JOB # 5 TOTAL PARTS	0.00	MILEAGE OUT	
		JOB # 5 TOTAL LABOR & PARTS	0.00		

ESTIMATE-----
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)
COMMENTS-----
TAG NUMBER IS 1286

TOTALS-----

* NEXT RECOMMENDED SERVICE: *
* 08/11/2020 / 16463 MI 2700ZROTATE ROTATE TIRES *

* [] CASH [] CHECK CK # [] *
* [] VISA [] M/CARD [] DISC [] AMEX *
* [] OTHER [] CHARGE *

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

TOTAL INVOICE \$ 0.00

YOUR COMPLETE SATISFACTION IS OUR #1 CONCERN -
WE WANT YOU TO BE COMPLETELY SATISFIED WITH THE
SERVICE YOU RECEIVE! IF YOU ARE NOT SATISFIED
WITH THE SERVICE YOU RECEIVED, PLEASE CONTACT
OUR SERVICE MANAGER TIM DOYLE AT (631) 691-5000 EXT. 329
WE APPRECIATE YOUR BUSINESS, SECURITY DCJR.

ANY WARRANTIES ON THE PRODUCT SOLD HEREBY
ARE THOSE MADE BY THE MANUFACTURER. THE
SELLER HEREBY EXPRESSLY DISCLAIMS ALL WAR-
RANTIES, EITHER EXPRESS OR IMPLIED INCLUDING
ANY IMPLIED WARRANTY OF MERCHANTABILITY OR
FITNESS FOR A PARTICULAR PURPOSE, AND NEI-
THER ASSUMES NOR AUTHORIZES ANY OTHER
PERSON TO ASSUME FOR IT ANY LIABILITY IN
CONNECTION WITH THE SALE OF SAID PRODUCTS.

LABOR AND PARTS ARE WARRANTED FOR 90 DAYS
OR 4000 MILES, WHICHEVER OCCURS FIRST.
ALL PARTS INSTALLED ARE NEW OR FACTORY
REBUILT UNLESS SPECIFIED OTHERWISE.

TERMS: CASH OR CERTIFIED CHECK

X CUSTOMER ACKNOWLEDGES RECEIPT
OF COPY.

CUSTOMER SATISFACTION

IS OUR

NUMBER 1 CONCERN

CUSTOMER SIGNATURE

DUPLICATE INVOICE

Thank You
for this opportunity to serve you.

NYS-MV R/S REG. NO. R 7001388

CUSTOMER CALLED UPON
COMPLETION:

DATE

TIME

BY

HOURS OF OPERATION

MONDAY TO FRIDAY
7:30 AM TO 5:30 PM

SATURDAY
8:00 AM TO 12:00 PM



SECURITY DODGE CHRYSLER GEM

345 Merrick Road
AMITYVILLE, N.Y. 11701
(831) 691-1737 (831) 691-1738



ACU/BOR	JERMAIN	3077	TAG NO.	3290	INVOICE DATE	09/24/20
LABOR RATE	LICENSE NO.		MI/LEAGE	13,730	COLOR	/
YEAR/MAKE/MODEL	19/JEEP/WRANGLER UNLIMI/WRANGLER UNL				DELIVERY DATE	
VEHICLE I.D. NO.	1 C 4 H J X E G B K				SELLING DEALER NO.	
P.T.E. NO.					P.O. DATE	09/21/20
COMMENTS					MI/LEAGE OUT	M0: 13733

LABOR & PARTS

Multi-point inspection according to maintenance
COMPLETED MULTIPOINT INSPECTION.

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

Customer States STEERING WHEEL KEEPS LOCKING WHEN DRIVING (General Concern 1).
confirm scan no dtcs related access pump light cyclic growl
, loosen ps line from pump little flow when commanded
requires pump
replace electric power steering pump bleed steering ls
normal

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 2	1	68247930-AF	PUMP POWE 19054002		WARRANTY
JOB # 2	1	68088405-AB	FLUID POW 01081032		WARRANTY
JOB # 2	-1	68247930-AF	CORE RETURN		WARRANTY
				JOB # 2 TOTAL PARTS 0.00	
				JOB # 2 TOTAL LABOR & PARTS 0.00	

DRIVER FRONT DOOR DOES NOT UNLOCK FROM BUTTON
confirm remove door panel found some water intrusion in
connectors order door-harness and switch

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	INTERNAL
JOB # 3	0	6AC61DX9-AC	SWITCH DO 08053002		INTERNAL
PART ON SPECIAL ORDER					
** QUANTITY 1 IS SPECIAL ORDERED **					
JOB # 3	0	68325453-AF	WIRING FR 08015002		INTERNAL
PART ON SPECIAL ORDER					
** QUANTITY 1 IS SPECIAL ORDERED **					
				JOB # 3 TOTAL PARTS 0.00	
				JOB # 3 TOTAL LABOR & PARTS 0.00	

BATTERY CHARGING MESSAGE ON
confirm battery charge message no dtcs batt soc at 63%
remove both batteries and gr0 (see attached) both passed
check alt output normal holds Full load with 40a to spare ,
check and tighten all grounds , test both batteries , check
check and tighten all grounds , test both batteries , check
alternator output all operating normally , suspect high
current draw from amp and speakers d
system



ANY WARRANTIES ON THE PRODUCT SOLD HEREBY
ARE THOSE MADE BY THE MANUFACTURER. THE
SELLER HEREBY EXPRESSLY DISCLAIMS ALL WAR-
RANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING
ANY IMPLIED WARRANTY OF MERCHANTABILITY OR
FITNESS FOR A PARTICULAR PURPOSE, AND NEI-
THER ASSUMES NOR AUTHORIZES ANY OTHER
PERSON TO ASSUME FOR IT ANY LIABILITY IN
CONNECTION WITH THE SALE OF SAID PRODUCTS.

LABOR AND PARTS ARE WARRANTED FOR 90 DAYS
OR 1000 MILES, WHICHEVER OCCURS FIRST.
ALL PARTS INSTALLED ARE NEW OR FACTORY
REBUILD UNLESS SPECIFIED OTHERWISE.

TERMS: CASH OR CERTIFIED CHECK

☒ CUSTOMER ACKNOWLEDGES RECEIPT
OF COPY.

CUSTOMER SATISFACTION

IS OUR

NUMBER 1 CONCERN

Thank You
for this opportunity to serve you.

NY8-MV R/S REG. NO. R 7001388

CUSTOMER CALLED UPON
COMPLETION:

DATE

TIME

BY

HOURS OF OPERATION

MONDAY TO FRIDAY
7:30 AM TO 5:30 PM

SATURDAY
8:00 AM TO 12:00 PM



SECURITY DODGE CHRYSLER GEM

345 Merrick Road
AMITYVILLE, N.Y. 11701
(631) 891-1737 (631) 691-1738



ACVSR		TAG NO.		PVSCE DATE		M	
JERMAIN		3077		3290		09/24/20	
LABOR RATE		LICENSE NO.		MILEAGE		COLOR	
				13,730		/	
TEAM / MAKE / MODEL		VEHICLE NO.		DELIVERY DATE		DELIVERY MILES	
19/JEEP/WRANGLER UNLMT/WRANGLER UNL		1 C 4 H J X E G 8					
K.T.E. NO.		A.O. NO.		R.O. DATE		PRODUCTION DATE	
				09/21/20			
COMMENTS				MILEAGE OUT			
						MO: 13733	

PARTS	QTY	PP NUMBER	DESCRIPTION	UNIT PRICE	TOTAL	REMARKS
			JOB # 4 TOTAL PARTS		0.00	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 NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.
			JOB # 4 TOTAL LABOR & PARTS		0.00	
ESTIMATE						LABOR AND PARTS ARE WARRANTED FOR 90 DAYS OR 4000 MILES, WHICHEVER OCCURS FIRST. ALL PARTS INSTALLED ARE NEW OR FACTORY REBUILT UNLESS SPECIFIED OTHERWISE.
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX)						
COMMENTS						
TAG NUMBER IS 3290						TERMS: CASH OR CERTIFIED CHECK
TOTALS						

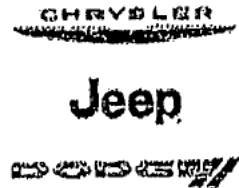
* NEXT RECOMMENDED SERVICE: *						
* 11/23/2020 / 15506 MI 2700ZROTATE ROTATE TIRES *						

☐ CASH ☐ CHECK CK # [] * ☐ VISA ☐ M/CARD ☐ DISC ☐ AMEX * ☐ OTHER ☐ CHARGE * *****				TOTAL LABOR... 0.00 TOTAL PARTS... 0.00 TOTAL SUBLET... 0.00 TOTAL G.O.G... 0.00 TOTAL MISC CHG... 0.00 TOTAL MISC DISC 0.00 TOTAL TAX..... 0.00		
YOUR COMPLETE SATISFACTION IS OUR #1 CONCERN WE WANT YOU TO BE COMPLETELY SATISFIED WITH THE SERVICE YOU RECEIVE! IF YOU ARE NOT SATISFIED WITH THE SERVICE YOU RECEIVED, PLEASE CONTACT OUR SERVICE MANAGER TIM DOYLE AT (631) 631-5000 EXT. 329 WE APPRECIATE YOUR BUSINESS, SECURITY DCJR.				TOTAL INVOICE \$ 0.00		

CUSTOMER SIGNATURE *****	DUPLICATE INVOICE *****
-----------------------------	----------------------------

Thank You for this opportunity to serve you. NYS-MV R/S REQ. NO. R 7001398 CUSTOMER CALLED UPON COMPLETION: DATE _____ TIME _____ BY _____ HOURS OF OPERATION MONDAY TO FRIDAY 7:30 AM TO 5:30 PM SATURDAY 8:00 AM TO 12:00 PM	
---	--

PAGE 2 OF 2
CUSTOMER COPY
[END OF INVOICE] 01:07pm



BAYSIDE CJ, LLC
212-19 NORTHERN BOULEVARD
BAYSIDE, NEW YORK 11361
718-229-0700



SRT

DATE	10/13/20
TIME	14:00
LOCATION	170.50
DEALER	14,991
SALES	HELLAYELLA
DATE	10/13/20
TIME	10:30
LOCATION	10/13/20
DEALER	10/13/20
SALES	10/13/20

PARTS	QTY	PP. NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 5	2	68302600-AB	BLADE PRO 23067925		
JOB # 5 TOTAL PARTS				0.00	
JOB # 5 TOTAL LABOR & PARTS				0.00	
SUBLET		INV. DATE	DESCRIPTION		WARRANTY
JOB # 2		10/13/20	ALICH		
TOTAL - SUBLET				0.00	
ESTIMATE					
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX)					
TOTALS					
WE WANT TO BE SURE THAT YOU ARE COMPLETELY SATISFIED WITH OUR DEALERSHIP. PLEASE TAKE A MOMENT TO COMPLETE THE SURVEY BELOW. YOUR INPUT WILL HELP US TO IMPROVE! PLEASE CIRCLE THE APPROPRIATE ANSWER.					
1) I AM SATISFIED WITH THE TREATMENT I RECEIVED FROM THE SERVICE STAFF					
2) THE SERVICE STAFF LISTENED AND UNDERSTOOD MY NEEDS					
3) MY VEHICLE WAS READY AS PROMISED					
4) I WOULD RECOMMEND THIS DEALERSHIP TO OTHERS FOR SALES AND SERVICE					
5) WHAT COULD WE DO TO IMPROVE YOUR SATISFACTION WITH OUR SERVICE DEPARTMENT?					
TOTAL LABOR... 0.00					
TOTAL PARTS... 0.00					
TOTAL SUBLET... 0.00					
TOTAL G.O.G... 0.00					
TOTAL MISC CHG... 0.00					
TOTAL MISC DLSC... 0.00					
TOTAL TAX... 0.00					
TOTAL INVOICE \$ 0.00					

CUSTOMER SIGNATURE _____
DUPLICATE INVOICE

IF I PAY BY CREDIT CARD, I AUTHORIZED YOU TO UTILIZE MY CREDIT CARD AND MY RELATED INFORMATION NEEDED TO PROCESS THE CHARGE TO MY CREDIT CARD.

ALL PARTS ARE NEW OR REMANUFACTURED EXCEPT AS NOTED

NYS REPAIR SHOP REG. NO.
R-7002132
NYC - DCA. LIC. NO.
2034601

TERMS: STRICTLY CASH,
CERTIFIED CHECK.

CUSTOMER ACKNOWLEDGES
RECEIPT OF COPY.

MY SIGNATURE INDICATES MY UNCONDITIONAL AGREEMENT TO PAY FOR AND RECEIPT OF THE PARTS AND SERVICE AS INDICATED ON THIS INVOICE.





BAYSIDE CJ, LLC

212-19 NORTHERN BOULEVARD

BAYSIDE, NEW YORK 11361

718-229-8700



RAM

SRT

DATE	10/13/20	TIME	10:13
NAME	JAY	PHONE	179.50
ADDRESS	11, 991	CITY	WELLAYELLA
VEHICLE	19 JEEP WRANGLER UNLMT 4DR SUV 4WD	YEAR	2019
PLATE	1C4UJXEG8K	STATE	NY
INSURANCE		INSURANCE	
FINANCE		FINANCE	
REPAIRS		REPAIRS	
DATE	10/13/20	TIME	

REPAIR DETAILS OR A MULTI-POINT INSPECTION SHEET HAS BEEN PROVIDED.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1		TOTAL PARTS	0.00
JOB # 1	1		TOTAL LABOR & PARTS	0.00
CUST STATES THE STEERING WHEEL LOCK WHEN DOING 35/40 MPH				
CUST HAS TO ALMOST COME TO A FULL STOP FOR STEERING WHEEL				
TO UNLOCK.				
FOUND TSB FOR CONCERN				
REPLACED STEERING GEAR BOX AND COND HAS BEEN REPAIRED				
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 2	2	60907569-AA	BACKSPIN	
JOB # 2	2	60903405-AB	FLUID FOR DRUM/ROTOR	
JOB # 2	4	6513194-AA	BOLT NUTS 17065003	
JOB # 2	1	63507569-AA	CORE RETURN	
JOB # 2	2		TOTAL PARTS	0.00
JOB # 2	2		TOTAL LABOR & PARTS	0.00

CUST REQUEST FREE OIL AND FILTER CHANGE W/COUPON
MAINTENANCE
PERFORMED SERVICE AS REQUESTED
NEXT OIL CHANGE DUE IN 3 MONTHS OR 3,000 MILES

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 3	1	68283520-AA	OIL 0W20 01081090	
JOB # 3	1	68191349-AC	FILTER 68 09057606	
JOB # 3	3		TOTAL PARTS	0.00
JOB # 3	3		TOTAL LABOR & PARTS	0.00

TIRE ROTATION

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

REPLACE WIPER BLADES
STREAKING
REPLACED WIPER BLADES AS NEEDED

NO. 1-14880
I AUTHORIZED THE REPAIR WORK WHICH WAS DONE AT THE ABOVE PRICE. I KNOW THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAYS IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HAVE GRANTED YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE DESCRIBED ON STREET, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S SIGN IS HEREBY ACKNOWLEDGED ON VEHICLE TO SECURE THE AMOUNT OF REPAIRS THEREFOR. THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY LABOR AND PARTS FOR 90 DAYS OR 3,000 MILES WHICHEVER COMES FIRST. WARRANTY REPAIRS TO BE PERFORMED AT THE SELLER'S PLACE OF BUSINESS. SELLER HEREBY LIMITS IMPLIED WARRANTIES TO THE PERIOD STATED.
STORAGE CHARGE IS \$10.00 PER DAY 72 HRS. AFTER WORK COMPLETION OR IF NO WORK IS DONE THEN FROM DATE OF RECEIPT.

IF I PAY BY CREDIT CARD, I AUTHORIZED YOU TO UTILIZE MY CREDIT CARD AND MY RELATED INFORMATION NEEDED TO PROCESS THE CHARGE TO MY CREDIT CARD.

ALL PARTS ARE NEW OR REMANUFACTURED EXCEPT AS NOTED

NYS REPAIR SHOP REG NO.
R-7062132
NYC - DOA, LIC. NO.
2034801

TERMS: STRICTLY CASH,
CERTIFIED CHECK.

CUSTOMER ACKNOWLEDGES
RECEIPT OF COPY.

MY SIGNATURE INDICATES MY UNCONDITIONAL AGREEMENT TO PAY FOR AND RECEIPT OF THE PARTS AND SERVICE INDICATED ON THIS INVOICE.



Texas Department of Motor Vehicles

HELPING TEXANS GO. HELPING TEXAS GROW.

October 23, 2020

South Point Dodge Jeep
5210 S Ih 35
Austin, Texas 78745-2444
VIA US MAIL

[REDACTED]
Austin, Texas [REDACTED]
VIA US MAIL

Jan Kershaw
FCA US LLC (KNOWN IN TEXAS AS FCA GROUP US LLC)
Po Box 397
Industry, Texas 78944-0397
VIA US MAIL AND EMAIL

**RE: Jennifer Schaefer, Complainant vs.
FCA US LLC, Respondent
CASE NO. [REDACTED]**

To the Parties Addressed:

A file has been opened with the Texas Department of Motor Vehicles on the above reference complaint. The complaint will be processed under Section **2301.604 (Repurchase/Replacement)** of the Texas Occupations Code until further review.

Please review the enclosed copy of the complaint and send your written comments along with the repair history, repair orders, and any other information available to the below address within **twenty (20) days** of the date of this letter.

Although written comments are being requested from the selling and servicing dealers, as applicable, they will usually not be joined as parties or respondents to the proceeding.

If you have any questions about the above information, write to the below address or call (512) 465-4077.

Sincerely,

Evan Whitis

Evan Whitis, Case Advisor
Lemon Law Section

evan.whitis@txdmv.gov

Lemon Law Complaint Form

Case Number

Complainant Information

Complainant First Name

Complainant Last Name

Co-complainant First Name

Co-complainant Last Name

Complainant Address Line 1

Complainant Address Line 2

Complainant City

Austin

Complainant State

Texas

Complainant Zip

Complainant Country

USA

Complainant Phone

Complainant Email

Vehicle Information

Vehicle Identification Number (VIN)

1C4HJXEG6 [REDACTED]

Purchase Date

05/14/2018

Vehicle Year

2018

Vehicle Make

Jeep

Vehicle Model

Wrangler

Vehicle Purchase Type

New

Current Mileage

8020

Mileage at the time of purchase

297

Date vehicle reached 24000 miles

Sent Date of Written Notice of Problem

10/20/2020

Describe any options added by the dealer.

Safety Group Remote Starting System LED Lighting Group

Dealer Information

Dealer Name	Type	Dealer Phone Number	Address Line 1	Address Line 2	City	State	Zip	Country
Nyle Maxwell	Selling Dealer		13401 Highway, Ranch Rd 620 N		Austin	Texas	78717	USA
South Point Dodge Jeep	Servicing Dealer		5210 S IH 35		Austin	Texas	78745-2444	USA
Nyle Maxwell	Servicing Dealer		13401 Highway, Ranch Rd 620 N		Austin	Texas	78717	USA

Defect Information

Defect Description	Repair Visit Date IN	Repair Visit Date Out	Mileage
One major problem that continues to exist in spite of several attempts at service includes: The vehicle will not accept gas at all; or the vehicle will accept gas in very tiny amounts; or the vehicle will not accept gas past 3/4 tank.	01/14/2019	01/15/2019	4048
One major problem that continues to exist in spite of several attempts at service includes: The vehicle will not accept gas at all; or the vehicle will accept gas in very tiny amounts; or the vehicle will not accept gas past 3/4 tank.	06/04/2019	06/11/2019	5176
One major problem that continues to exist in spite of several attempts at service includes: The vehicle will not accept gas at all; or the vehicle will accept gas in very tiny amounts; or the vehicle will not accept gas past 3/4 tank.	02/26/2020	02/28/2020	6805
One major problem that continues to exist in spite of several attempts at service includes: The vehicle will not accept gas at all; or the vehicle will accept gas in very tiny amounts; or the vehicle will not accept gas past 3/4 tank.	03/11/2020	03/12/2020	6860
The vehicle doesn't start on a regular basis. Sometimes, the vehicle keyless ignition doesn't seem to be working. At other times, the steering wheel seems locked up. Other times, the battery has been the problem (at no fault of my own). For various reasons that the dealer service shop has still not clearly identified or fixed, the vehicle won't start intermittently. I keep the vehicle in a locked and fully-covered garage. It is never out in the weather. Each time I take the vehicle to the dealer, I share about the difficulty with the car starting. This continues to be a problem. Indeed, the jeep is currently at the dealer for service again. I dropped it off today, October 20, 2020 (for both this issue and the other complaint regarding the fuel tank.)	01/14/2019	01/15/2019	4048
The vehicle doesn't start on a regular basis. Sometimes, the vehicle keyless ignition doesn't seem to be working. At other times, the steering wheel seems locked up. Other times, the battery has been the problem (at no fault of my own). For various reasons that the dealer service shop has still not clearly identified or fixed, the vehicle won't start intermittently. I keep the vehicle in a locked and fully-covered garage. It is never out in the weather. Each time I take the vehicle to the dealer, I share about the difficulty with the car starting. This continues to be a problem. Indeed, the jeep is currently at the dealer for service again. I dropped it off today, October 20, 2020 (for both this issue and the other complaint regarding the fuel tank.)	06/04/2019	06/11/2019	5176
The vehicle doesn't start on a regular basis. Sometimes, the vehicle	02/26/2020	02/28/2020	6805

keyless ignition doesn't seem to be working. At other times, the steering wheel seems locked up. Other times, the battery has been the problem (at no fault of my own). For various reasons that the dealer service shop has still not clearly identified or fixed, the vehicle won't start intermittently. I keep the vehicle in a locked and fully-covered garage. It is never out in the weather. Each time I take the vehicle to the dealer, I share about the difficulty with the car starting. This continues to be a problem. Indeed, the jeep is currently at the dealer for service again. I dropped it off today, October 20, 2020 (for both this issue and the other complaint regarding the fuel tank.)

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03/11/2020 03/12/2020 6860

ROBERT M. SILVERMAN^{1*}
CRAIG THOR KIMMEL^{1*}

* 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^{1*}
ROBERT A. RAPKIN^{1*}
ANGELA K. TROCCOLI^{1*}
AMY L. BENNECOFF GINSBURG^{1*}
W. CHRISTOPHER COMPONOVO^{1*}
JASON L. GRESHES^{1*}
CHAD P. DOMAN^{1*}
JACOB U. GINSBURG^{1*}
SHAWN BACHMAN^{1*}

January 11, 2021

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

Re:

2018 Jeep Wrangler
VIN: 1C4HJXFN

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 steering system, engine, electrical system and transmission.

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.

RECEIVED

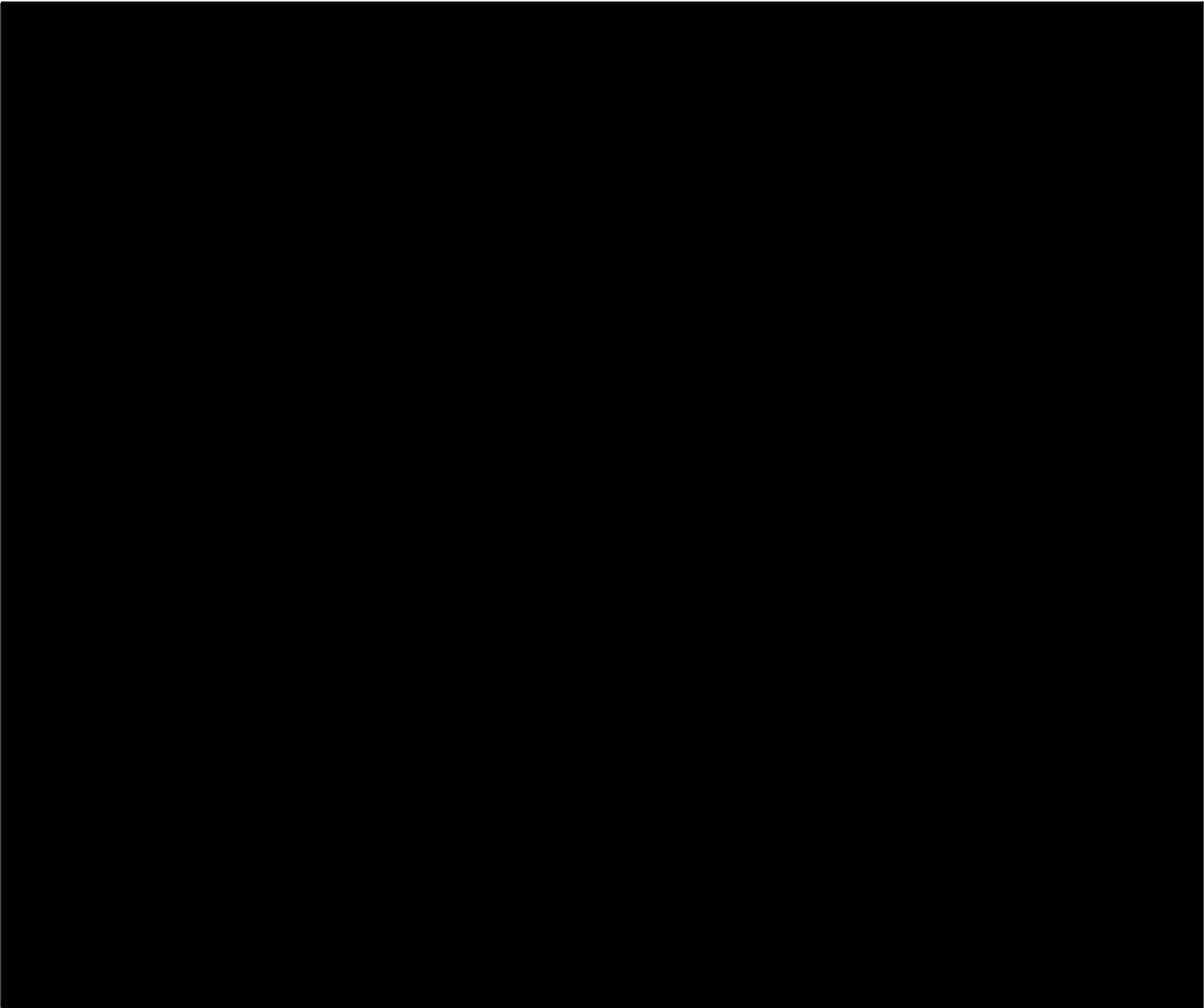
JAN 15 2021

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

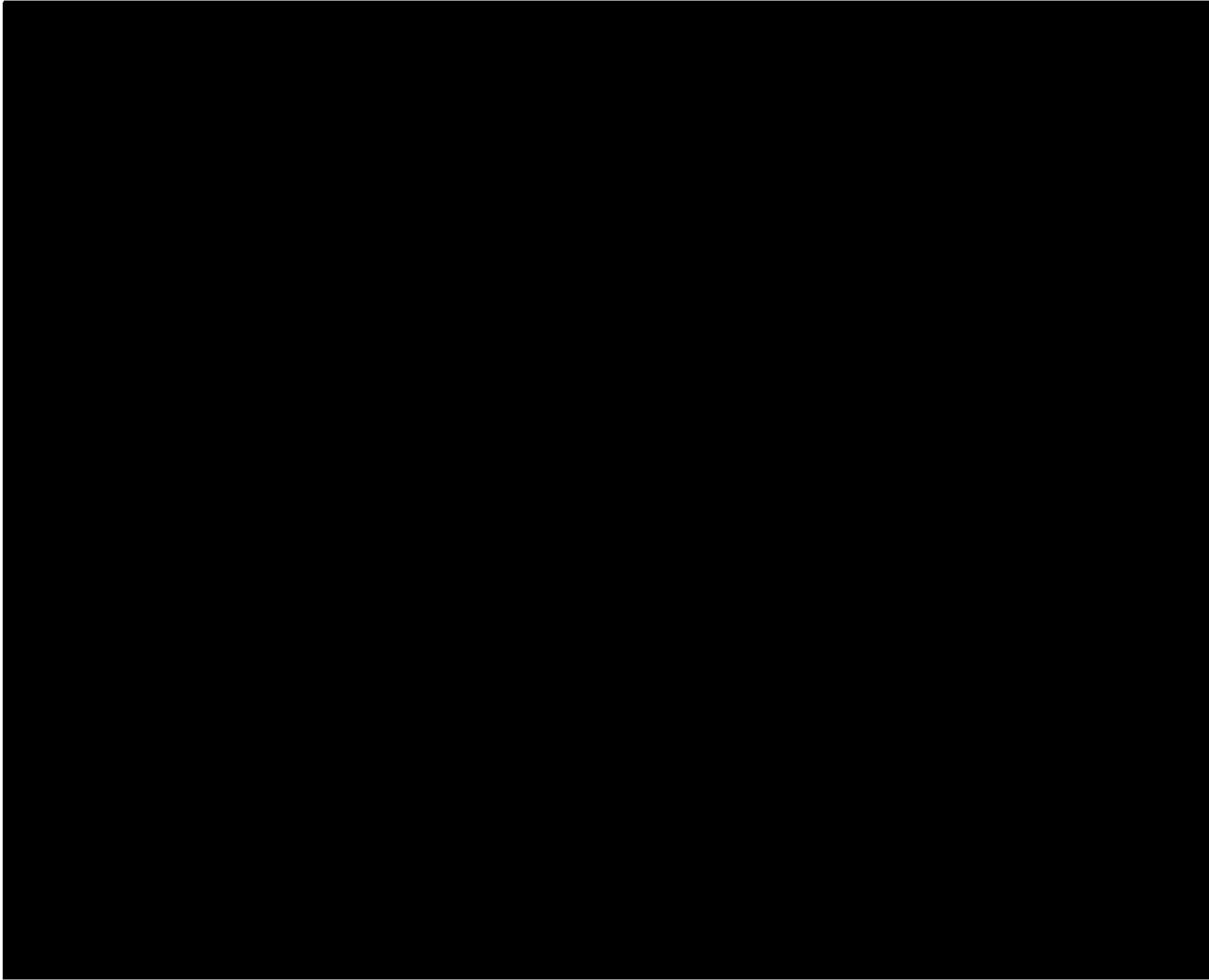
JCH/bc
Attachments
cc:

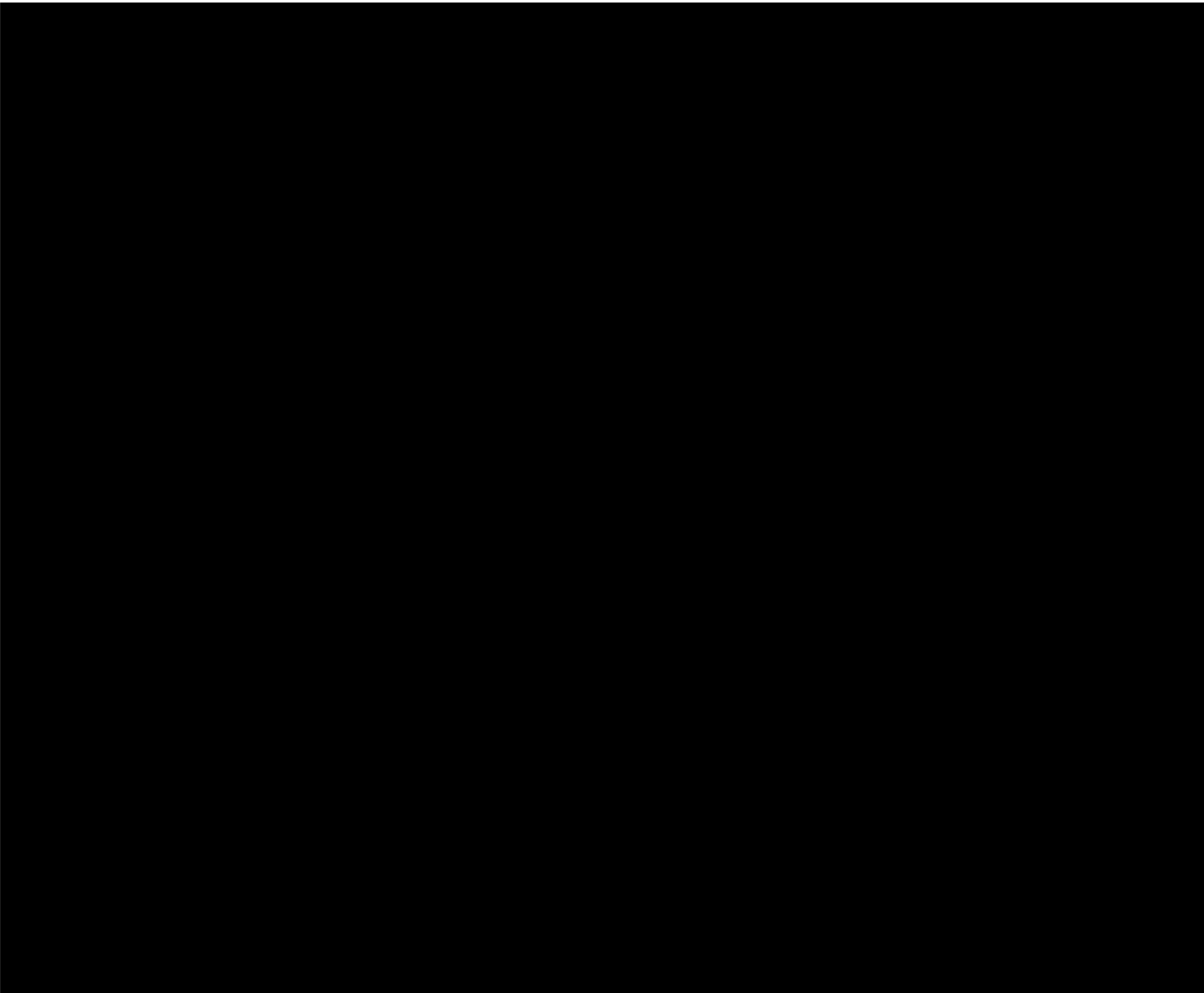
FCAUS LLC
Office of the General Counsel

JAN 14 2021
By: [Signature]
Sec. of State/Proc. Server



[The following text is a dense, illegible block of characters and symbols, likely representing a corrupted or redacted document. It contains no discernible words or structure.]







INVOICE

PAGE 1

200 Ridgedale Ave.
Morristown, NJ 07960
Phone: (973) 267-8300

VICE ADVISOR: 7232 BUSTER NICHOLS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
PX8 Black	18	JEEP WRANGLER UNLIMI	1C4HJXFN		28101/28101	T778
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	ATE	PAYMENT	INV. DATE
09NOV18 DD			16:00 20SEP20		CASH	19SEP20
R.O. OPENED	READY	OPTIONS:	SOLD-S	R:26811		
15:29 16SEP20	07:20 19SEP20	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 Indicator/Warning Lights Concern [Customer States CEL ON AND VEHICLE
LOOSING POWER STEERING, ENGINE DOESNT FEEL LIKE IT HAS AS MUCH
POWER]

CAUSE:

85410000 DIAG

1427 BAUMANN, STEVE LIC#: 4-

W

FC: PART#: COUNT:

CLAIM TYPE: W

AUTH CODE:

(N/C)

L1

28101 1.2 HRS 1.80 CEL CURRENTLY OFF. CHECKED FOR FAULTS, MULTIPLE STORED CAN C BUS FAULTS STORED: U0001-00, U0002-00. CHECKED TSB'S AND STAR PUBLICATIONS. INSPECTED CONNECTOR XY230A FOR LOOSE OR PUSHED OUT TERMINALS AT PINS 29 AND 30. CIRCUITS D29 AND D30. TERMINAL AND PIN INTEGRITY GOOD AND NO WATER INTRUSION IN CONNECTOR. INSPECTED BODY GROUND ALONG PASSENGER FRAME RAIL, GOOD CONNECTION AND NO CORROSION. CHECKED STAR CONNECTOR C7 CONNECTOR BEHIND GLOVEBOX FOR PROPER CONNECTION AND PIN FITMENT. CHECKED GROUND G912 IN PASSENGER FOOT WELL. WIGGLED TESTED HARNESSSES TO TRY AND RESET FAULTS TEST DROVE VEHICLE 13 MILES AND TRIED TO DUPLICATE CONDITIONS WITHOUT SUCCESS.

B Multi-point inspection (according to maintenance interval)

99P Multi-point inspection (according to
maintenance interval)

1427 BAUMANN, STEVE LIC#: 4-

ISPC

C** LUBE, OIL AND FILTER CHANGE

LOF LUBE, OIL AND FILTER CHANGE

1427 BAUMANN, STEVE LIC#: 4-

CP

(N/C)

L1

19.45 19.45

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

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

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

VISIT US ON THE WEB! www.BeyerCJDR.com

Thank You!



INVOICE

PAGE 2

200 Ridgedale Ave.
Morristown, NJ 07960
Phone: (973) 267-8300

SERVICE ADVISOR: 7232 BUSTER NICHOLS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
PX8 Black	18	JEEP WRANGLER UNLIMI	1C4HJXFN8J		28101/28101	T778	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
09NOV18 DD			16:00 20SEP20			CASH	19SEP20
R.O. OPENED		READY		OPTIONS:		R:26811	
15:29 16SEP20		07:20 19SEP20		ENG:EC3 2		bo eTorque_Engine	
				TRN:DFT 8-SPD AUTO 850RE		TRANS (MAKE)	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
1	4892339AB		FILTER-ENGINE OIL		12.25	9.50	9.50
5	68523981AA		OIL-5W30		9.95	8.50	42.50

28101 0.30 Performed oil and filter service.

EST: 125.00 16SEP20 15:29 SA: 7232

CONTACT:

BEYER
Service Express

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

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF:

X

VISIT US ON THE WEB! www.BeyerCJDR.com

DESCRIPTION	TOTALS
LABOR AMOUNT	19.45
PARTS AMOUNT	52.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	2.14
TOTAL CHARGES	73.59
LESS INSURANCE	0.00
SALES TAX	5.07
PLEASE PAY THIS AMOUNT	78.66

Thank You!



INVOICE

PAGE 1

200 Ridgedale Ave.
Morristown, NJ 07960
Phone: (973) 267-8300

SERVICE ADVISOR: 7232 BUSTER NICHOLS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
PX8 Black	18	JEEP WRANGLER UNLIMI	1C4HJXFN		28195/28540	T940
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
09NOV18 DD			09:30 22SEP20			CASH
R.O. OPENED	READY	OPTIONS:	SOLD-S	PLR:26811		
08:52 22SEP20	15:22 30OCT20	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 Indicator/Warning Lights Concern [Customer States CEL ON, VEHICLE STILL LOOSING POWER STEERING INTERMITTENTLY AND FEELS LIKE THE ENGINE ISNT AS POWERFUL]

CAUSE: .

12 Indicator/Warning Lights Concern [Customer States CEL ON, VEHICLE STILL LOOSING POWER STEERING INTERMITTENTLY AND FEELS LIKE THE ENGINE ISNT AS POWERFUL]

7708 W

1427 BAUMANN, STEVE LIC#: 4~

W

1 68491576AA MODULE-STEERING COLUMN

1 68321746AA CAN BUSS-CONNECTOR

1 68408601AE BODY-TRANSMISSION

7 68218925AE FLUID-AUTOMATIC TRANSMISSION

FC: PART#: COUNT:

CLAIM TYPE: W

AUTH CODE:

(N/C)

L1

(N/C)

(N/C)

(N/C)

(N/C)

(N/C)

Service Express

28195 couldn't duplicate concern. has stored dtcs for lost communication of CAN C bus system. printed dtcs. cleared dtcs and rd tested. all systems working as design. dtcs did not come back. need more drive time to duplicate concern. rd tested further. dtcs u0212-00 lost communication with steering column control module. and u0002-00 CAN C bus off performance dtc come back stored. found star cases s1908000095 s18080000207 s1908000094. inspected circuits d304 d303. inspected all related points on harness that could be rubbing on certain points on vehicle. all locations look to be ok. also inspected connectors xy219a and xy302a for corrosion, pushed, or spread terminals. look to be ok. also checked star connector behind glove box for the can c bus system. all connectors look to be ok. inspected the C2 connector at the SCCM module. checked for terminal spread, pushed

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X

VISIT US ON THE WEB! www.BeyerCJDR.com

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

Thank You!



INVOICE

PAGE 2

200 Ridgedale Ave.
Morristown, NJ 07960
Phone: (973) 267-8300

SERVICE ADVISOR: 7232 BUSTER NICHOLS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
PX8 Black	18	JEEP WRANGLER UNLIMI	1C4HJXFN8		28195/28540	T940
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
09NOV18 DD			09:30 22SEP20			CASH
R.O. OPENED	READY	OPTIONS:	SOLD			
08:52 22SEP20	15:22 30OCT20	ENG:EC3 2.0L 4 CYL DOHC DI Turbo Torque Engine		6811		
		TRN:DFT 8-SPD AUTO 850RE TRANS (MAKE)				

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

out terminals or loose connectors. checked out ok. created star case.
[REDACTED] replaced sccm and star connector at ip. drove vehicle and faults u0002-00 in eps and radio and u0212-00 in eps. STAR CASE REASSIGNED TO TECH 1427. TECH 1427: INSPECTED STAR CONNECTORS AT IP BEHIND GLOVE BOX AND AT BODY BY REAR PASSENGER SEAT. ALL CONNECTIONS IN STAR CONNECTORS SECURE. CHECKED FOR PROPER TERMINAL FITMENT AND FOR TERMINAL DRAG AND ALL CONNECTIONS HAVE ACCEPTABLE TERMINAL /PIN DRAG. CHECKED GROUNDS FOR STAR CONNECTORS FOR LOOSNESS AND CORROSION. INSPECTED HARNESS FROM SWAYBAR MODULE AND CONNECTORS XY291, XY302 FOR FITMENT, CORROSION WATER INTRUSION. CHECKED CONNECTORS XY230, XY460A, XY412A, XY313A. CHECKED CONNECTORS FOR CAN C AT ALL MODULES ON THE CAN C BUS (PCM,TCM,ESM,EPS,IPC,ABS,DTCM,PAM,BCM,TPM,RFH,OCM, PARK ASSIST MODULES). INSPECTED ALL UNDER HOOD HARNESES COMING FROM ABS,PCM,EPS,EGT, AND ACTIVE SWAYBAR. CHECKED HARNESS UNDER REAR OF VEHICLE FROM TPM. DETRIMMED INTERIOR TO ACCESS MODULES. REMOVED REAR QUARTER TRIM PANELS, REMOVED CENTER CONSOLE, GLOVE BOX FRONT KICK PANELS, DRIVERS KNEE BOLSTER AND STEERING COLUMN SURROUND. INSPECTED HARNESS FOR PINCH POINTS, CHAFFING AND RUB THROUGH. WIGGLE TESTED HARNESS WHILE MONITORING CAN C VOLTAGES AND RUNNING LOSE OF COMM WITH WITECH WITH NO ISSUES. TEST DRIVE VEHICLE NUMEROUS TIMES. HAD FAULT U0037-00 STORED IN BPCM AND U0002-00 IN RADIO. CHECKED CONNECTOR AT BPCM AND WIRING FROM BPCM. ALSO REMOVED CENTER STACK, HVAC CONTROLS AND RADIO AND INSPECTED WIRING AND CONNECTORS AND WIGGLE TESTED HARNESES WITHOUT RESETING FAULTS. SENT ADDITIONAL SCAN REPORTS TO STAR WITH FAULT DATA. MADE ADDITIONAL ATTEMPTS WITH WIGGLE TESTING HARNESES AND TEST DRIVING WITHOUT SETTING FAULTS. REINSTALLED ALL TRIM REMOVED PERVIOUSLY TO ACCESS MODULES AND HARNESS. TEST DROVE VEHICLE WITH AN ASSISTANT WHILE MONITORING CAN C WITH DVOM UTILIZING MIN MAX FEATURE TO TRY AND PICK UP ANY ANOMOLIES ON CAN C SIGNAL. FCA FIELD TECHNICAL ASSISTANT ARRIVED AT DEALER TO ASSIST IN DIAGNOSTICS. HOOKED UP SCOPE TO CAN C BUS AND MONITORED SIGNAL ON CAN C + AND CAN C-. WHILE MONITORING SIGNALS FOUND ISSUE ON CAN C + SIDE OF BUS WITH SOME DISTURBANCE IN SQUARE WAVE SIGNAL. STARTED DISCONNECTING MODULES FROM STAR CONNECTORS ONE AT A TIME WHILE MONITORING SIGNAL. WHEN TCM WAS

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X

VISIT US ON THE WEB! www.BeyerCJDR.com

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

Thank You!



200 Ridgedale Ave.
Morristown, NJ 07960
Phone: (973) 267-8300

INVOICE

PAGE 3

SERVICE ADVISOR: 7232 BUSTER NICHOLS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
PX8 Black	18	JEEP WRANGLER UNLIMI	1C4HJXFN		28195/28540	T940	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
09NOV18 DL			09:30 22SEP20			CASH	30OCT20
R.O. OPENED		READY	OPTIONS: SOLD		R:26811		
08:52 22SEP20		15:22 30OCT20	ENG:EC3 2.0L 14 DOHC DI Turbo eTorque Engine				
			TRN:DFT 8-SPD AUTO 850RE TRANS (MAKE)				
LINE OPCODE TECH TYPE HOURS					LIST	NET	TOTAL

DISCONNECTED FROM STAR CONNECTOR CAN C BUS SIGNAL CLEARED UP.
RECONNECTED TCM AT STAR CONNECTOR AND WITH VEHICLE RUNNING DISCONNECTED
CONNECTOR D2735A AT TRANSMISSION AND SIGNAL CLEARS UP WHEN RECONNECTED
TO TRANS SIGNAL BECOMES CORRUPTED. ISSUE IS IN VALAVEBOCDY/TCM.
INSTALLED NEW VALVEBODY/TCM ASSEMBLY INTO VEHICLE, PROGRAMMED,
PERFORMED QUICKLEARN. CHECKED CAN C BUS SIGNALS AND SIGNALS ARE CLEAN.
HAD VEHICLE TEST DRIVEN NUMEROUS TIMES TO VERIFY REPAIR

B Multi-point inspection (according to maintenance interval)

99P Multi-point inspection (according to
maintenance interval)

1427 BAUMANN, STEVE LIC#: 4~

ISPC

EST: 125.00

22SEP20 08:52 SA: 7232

CONTACT:

Beyer Service Express

(N/C) L1

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X

VISIT US ON THE WEB! www.BeyerCJDR.com

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

Thank You!

ORIGIN ID:QFWA (215) 540-8888
CATHLEEN SMITH
KIMMEL & SILVERMAN, P.C.
30 EAST BUTLER PIKE

SHIP DATE: 12JAN21
ACTWGT: 1.00 LB
CAD: [REDACTED]

BILL SENDER

AMBLER, PA 19002
UNITED STATES US

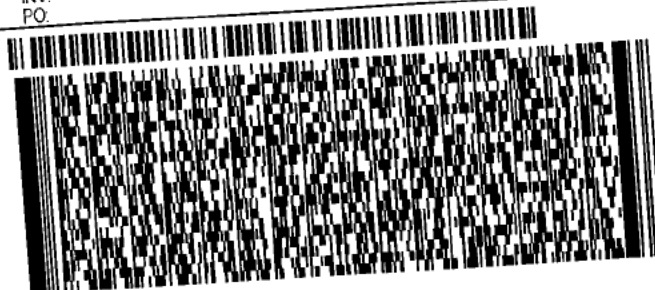
TO FCA US LLC
WARRANTY LITIGATION DEPARTMENT
1000 CHRYSLER DRIVE
CIMS 485-13-62
AUBURN HILLS MI 48326

56BJ11136B766

(215) 540-8888
INV:
PO:

REF:

DEPT:



FedEx
Express



433220071401m

WED - 13 JAN 4:30P
STANDARD OVERNIGHT

48326
FNT

MI-US





National Center for Dispute Settlement

12400 Coit Road, Suite 1230

Dallas, TX 75251

(800) 777-8119

(586) 226-2470

Fax: (586) 226-2559

May 29, 2020

[REDACTED]
McComb, OH [REDACTED]

RE: CASE [REDACTED] VIN# 1C4HJXDG5 [REDACTED]

Dear Parties:

The above referenced case has been placed on the agenda for review of the Board's meeting on **July 7, 2020**, based solely on documents. If either party has any further documentation, including ALL SERVICE RECORDS, it must be received by NCDS no later than **June 19, 2020**, in order to be considered by the Board.

Finally, the Board may decide to have your vehicle inspected by an ASE Independent Technical Inspector, if so, he will be contacting you shortly to arrange for the inspection. In the event the Customer does not want the vehicle inspected, please put into writing to NCDS the specific reasons why within five (5) days of receipt of this letter.

Sincerely,

NCDS

[REDACTED]
Javon Collins
Case Administrator
jcollins@ncdsusa.org
(972) 942-8573

cc: Board Members



May 28, 2020

National Center for Dispute Settlement

12400 Coit Road, Suite 1230

Dallas, TX 75251

(800) 777-8119

(586) 226-2470

Fax: (586) 226-2559

[REDACTED]
McComb, OH [REDACTED]

RE: CASE # [REDACTED]

Dear [REDACTED]

Your request for arbitration has been received. After further review your request appears to meet the Customer Arbitration Process requirements for jurisdiction and has been assigned the case number shown above. **Please be advised that your participation in this process is purely voluntary. You are not required to participate in this process to preserve any rights you may have under the Ohio law.**

You will receive a call from NCDS to confirm if you will be selecting an oral hearing. If you choose an oral presentation, you will receive additional information to let you know when and where your hearing will take place. If you choose to make an oral presentation and do not appear at the scheduled hearing FCA US LLC (FCA) will still be entitled to make a presentation. If you do not want to make an oral presentation and you select 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.

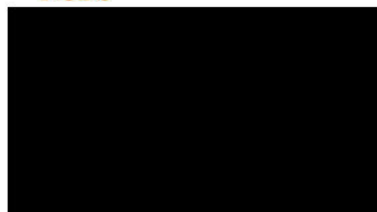
NCDS will, in some cases, attempt to mediate your dispute prior to arbitration. If you agree to a settlement, the terms of the agreement will be put in writing and you will be asked to sign the settlement agreement. Your case will then be closed.

If you do not agree to a settlement offer, your dispute will be decided at your scheduled hearing or panel review. You will receive a written decision by the arbitrator within ten (10) days after the hearing or panel review. You may either accept or reject the decision. If an award is granted, we will include with the decision an acceptance agreement which we request you sign and return within thirty (30) days of your receipt. 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



Javon Collins
Case Administrator
jcollins@ncdsusa.org
(972) 942-8573

Enclosures: as noted

cc: Customer Relations Manager, FCA US LLC



May 28, 2020

National Center for Dispute Settlement

12400 Coit Road, Suite 1230

Dallas, TX 75251

(800) 777-8119

(586) 226-2470

Fax: (586) 226-2559

[REDACTED]
McComb, OH [REDACTED]

RE: CASE # [REDACTED]

Dear [REDACTED]

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

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?

Internet Search

Which Manufacturer Representatives, if any, have you worked with about your vehicle issues (select all that apply)?

Manufacturer Contact Center, Manufacturer Field Representative, Technical Field Specialist

VIN

1C4HJXDG [REDACTED]

Year Make Model

2018 Jeep Wrangler

Owner/Representative Information

Owner Name
[REDACTED]**Owner/Representative Contact Information****Address**
[REDACTED]
McComb, OH [REDACTED]**Primary Phone**
[REDACTED]☒ Is Mobile Phone**Alternate Phone**☐ Is Mobile Phone**Email**
[REDACTED]

Vehicle Details

Is this a leased vehicle?

No

What was the condition of the vehicle at the time of lease or purchase?

CPO

Which state was the vehicle leased or purchased?

OH

Which state is the vehicle currently registered?

OH

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?

No

Name(s) that appear on the vehicle title**Purchase Date**

10/11/19 12:00 PM

Current Mileage

26500

Selling Dealer and Address

Findlay CDJR

Findlay, OH

Primary Servicing Dealer

Findlay CDJR

Findlay, OH

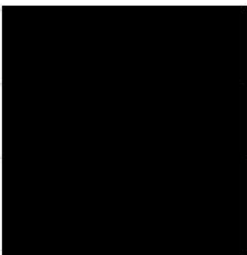
Issues**Primary Issue**

Electrical / Gauges -- Intermittent / Inoperative

Does the issue still exist? Yes

Repair History:

Repair Date	Dealership	Repair Order Number	Mileage
4/9/20 12:00 PM	Findlay CDJR		25933

Repair Date	Dealership	Repair Order Number	Mileage
3/19/20 12:00 PM	Findlay CDJR		25931
3/12/20 12:00 PM	Findlay CDJR		25843
2/20/20 12:00 PM	Findlay CDJR		25754

Additional Issues

--

Does the issue still exist?

Repair History:

Repair Date	Dealership	Repair Order Number	Mileage
-------------	------------	---------------------	---------

Description of Complaint

Please provide a narrative which describes the problem(s) or concern(s) you are have having with your vehicle

Intermittent availability of electronics within the vehicle. Have experienced a loss of power steering, all vehicle warning lights will come on examples include check engine light, service shifter soon warning, stability control warning, audio playback cutting out especially when using an auxiliary cord. lines on back up camera diapering etc. Here is a copy of a post I put out on a couple of different public jeep forums. "Last Wednesday (2/19/2020) I noticed the check engine light had come on in my 2018 unlimited JL which has somewhere around the neighborhood of 25000 miles on it give or take. After noticing the check engine light I made plans to get it to the dealer the following day just to get scanned and hopefully have the codes cleared. Until after i had left work that day (2/20/2020) the check engine light was gone, thought okay maybe its all good now. Wow was I wrong. The next morning the check engine light was on this time accompanied by a bevy of other issues. 1.Remote start would start the vehicle but then it would shut off about 20 seconds later 2. after it had run for about 40 min then sat for an hour i started it back up and my whole dash seemed to light up. (Check engine light, ABS light, stability control warning, traction control warning) 3. while pulling out of the driveway I also seemed to lose my power steering completely so i restarted the vehicle and my power steering returned. 4. when driving to work I experienced a loss of power around 35 MPH 5. all of this is accompanied by an ongoing issue that I have been having with using the USB ports in the jeep (when I would connect a phone via USB it would work for a little bit and then force the entire entertainment system to shut down and re boot. My Jeep has been at the dealership with so far great cooperation and communication from the dealership since Thursday (2/20/2020) heard back the next day saying that it was good only to hear about an hour later that it was in fact not fixed and they would need to keep it over the weekend. Heard back from the dealer today saying that what they thought would fix it in fact did not, and that they would need to keep it a little longer. just wanted to get this out there to hear any thoughts and or advice. Thanks."

Specific Arbitration Defect(s)

Please summarize the specific defect(s) you would like Arbitrator to address. Please be as succinct as possible.

loss of Power steering check engine light stability control warning light service shifter soon warning one time loss of power automatic start/stop not working audio playback issues all warning lights coming on at

once

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

Resolution

Resolution Sought

Repurchase

I am requesting the arbitrator award the buyback or refund of my vehicle pursuant to the terms of my State's Lemon Laws

Replacement

I am requesting the arbitrator to award a replacement vehicle in which my vehicle Manufacturer will replace my vehicle pursuant to the terms of my State's Lemon Law

Hearing Type requested

Documents Only Hearing

Are you represented by an attorney?

No

Please print a copy of this page for your records before you submit your claim. Once you submit your claim you will not be able to print this page.

Attachments

Move Unprocessed Attachments To Case

< 1 >

Name

Processed

28, 2020



SERVICE DEPARTMENT HOURS
7:30 a.m. to 7:00 p.m. Monday
7:30 a.m. to 5:30 p.m.
Tuesday - Friday

MCCOMB, OH			
Year	Make	Model	Body
2018	JEEP	WRANGLER UNLI	SUV

[illegible]

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

X



FINDLAY
FINDLAY, OH 45840
Phone: 419-423-1715 or
Toll Free: 1-800-258-5403
www.drivefindlay.com

10305 US Route 224 West
Findlay, OH 45840
Phone: 419-423-1715 or
Toll Free: 1-800-258-5403
www.drivefindlay.com

SERVICE DEPARTMENT HOURS
7:30 a.m. to 7:00 p.m. Monday
7:30 a.m. to 5:30 p.m.
Tuesday - Friday

R/O Open Date	3/19/20	Status	Reprint
R/O Close Date	4/09/20	Mileage In	25931
Mileage In	25931	Mileage Out	25931
Service Advisor / Tag #	TYLER SUMMA	Vehicle Identification Number	1C4HJXDG5J
Delivery Date	10/11/19	In-Service Date	
Color	WHITE	License Number	

MCCOMB, OH

Year	Make	Model	Body
2019	JEEP	WRANGLER UNLI	SUV

DESCRIPTION OF SERVICE AND PARTS

Cell:	AMOUNT
#1 - MR GEN: GENERAL INSPECTION AND OR REPAIR CUSTOMER REMOTE STARTED VEHICLE AND IT SHUT OFF AFTER A FEW SECONDS, WHEN HE THEN RESTARTED THE VEH MOST OF THE WARNING LIGHTS ALL CAME ON. HAS ONLY HAPPENED WHEN THE VEH WAS REMOTE STARTED. SHIFTER LIGHTS BLINKING AND START STOP WARNING Corrected by 08190201: (58) Module, body control All others Tech: CHRIS FRANTZ(752) Corrected by 85410000: DIAGNOSE TIME Tech: CHRIS FRANTZ(752) Corrected by 08190201: Module, body control All others Installed 68268178AE :MODULE: BODY CONTROLLER Qty: 1 found internal short in bcm, replaced bcm and programmed to vehicle	Warranty Warranty Warranty

#2 - MR CL: LOANER VEHICLE PROVIDED

* SCHEDULE ONLINE AND SAVE \$5.00 OFF YOUR NEXT *
* VISITWWW.DRIVEFINDLAY.COM *

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



FINDLAY

10305 US Route 224 West
Findlay, OH 45840
Phone: 419-423-1715 or
Toll Free: 1-800-258-5403
www.drivefindlay.com

SERVICE DEPARTMENT HOURS
7:30 a.m. to 7:00 p.m. Monday
7:30 a.m. to 5:30 p.m.
Tuesday - Friday

R/O Open Date	R/O Number
3/12/20	
R/O Close Date	Status
3/18/20	Reprint
Mileage In	Mileage Out
25843	25859
Service Advisor / Tag #	
TYLER SUMMA	
Vehicle Identification Number	
1C4HJXDG5	
Delivery Date	In-Service Date
10/11/19	
Color	License Number
WHITE	

MCCOMB, OH

Year	Make	Model	Body	
2018	JEEP	WRANGLER UNLI	SUV	

DES	AMOUNT
-----	--------

#1 - MR 000: QUICK SERVICE
CUSTOMER STATES WHEN USING YOUR PHONE TO PLAY MUSIC
VIA THE USB CORD, IT WILL CUT OUT AFTER 2MINS OF
USAGE AND THE RADIO SCREEN WILL GO BLACK, CUSTOMER
HAS USED MULTIPLE CORDS.
Corrected by 08600270: Radio/Telematics Gateway Module
Exchange unit
Tech: CHRIS FRANTZ(752)
Corrected by 85410000: DIAGNOSE TIME
Tech: CHRIS FRANTZ(752)
Installed Z8428543AD :RADIO
Qty: 1
Warranty
Warranty
Warranty

#3 - MR GEN: GENERAL INSPECTION AND OR REPAIR
START STOP MESSAGE ON THE DASH
Corrected by 08190240: Module, body control Proxy
Configuration
Tech: CHRIS FRANTZ(752)

* SCHEDULE ONLINE AND SAVE \$5.00 OFF YOUR NEXT *
* VISITWWW.DRIVEFINDLAY.COM *

Warranty

Please Note: CREATED 2020-03-10 01:18:00PM TAKEN BY TYLER SUMM
A

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.

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 limit on consequential damages 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



10305 US Route 224 West
Findlay, OH 45840
Phone: 419-423-1715 or
Toll Free: 1-800-258-5403
www.drivefindlay.com

SERVICE DEPARTMENT HOURS
7:30 a.m. to 7:00 p.m. Monday
7:30 a.m. to 5:30 p.m.
Tuesday - Friday

R/O Open Date	2/20/20	Status
R/O Close Date	3/11/20	Reprint
Mileage In	25754	Mileage Out
	25777	
Service Advisor / Tag #		
GENERIC SERVICE WRTR		
Vehicle Identifier		
	1C4HJXDG	
Delivery Date	10/11/19	In-Service Date
Color	WHITE	License Number

MCCOMB, OH

Year	Make	Model	Body	Color	License Number
2018	JEEP	WRANGLER UNLI	SUV	WHITE	

DESCRIPTION OF SERVICE AND PARTS

Cell:	AMOUNT
#1 - MR GEN: GENERAL INSPECTION AND OR REPAIR CUSTOMER STATES POWER STEERING STOPPED WORKING FOR A PERIOD OF TIME	
#3 - MR GEN: GENERAL INSPECTION AND OR REPAIR CUSTOMER STATES THE CHECK ENG LIGHT ON ENGINE SEEMS TO LOSE POWER Corrected by 85410000: (UC) DIAGNOSE TIME Tech: JON BREZINA(920) FOUND STAR CASE S1908000095, S1908000094, S1908000091, S1808000255, AND S1808000153 FOR GROUNDING ISSUES, CLEANED ALL GROUNDING POINT AND TEST DROVE, PROBLEM DID NOT RETURN	Warranty
#4 - MR CL: LOANER VEHICLE PROVIDED Work performed by FINDLAY CHRYSLER : 18-66 () ***** * SCHEDULE ONLINE AND SAVE \$5.00 OFF YOUR NEXT * * VISITWWW.DRIVEFINDLAY.COM * *****	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

May 12, 2020

VIA FIRST CLASS MAIL

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

Make and Model:	2019 Jeep Wrangler
VIN #	1C4GJXAG9 [REDACTED]
Record Owner	[REDACTED]
State of Purchase or Lease	Connecticut

Dear Sir or Madam:

Lemberg Law, LLC, is writing on behalf of the above client with regard to the above vehicle purchased. We will seek relief on our client's behalf under Connecticut Lemon Law, the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting Connecticut consumers, including the Connecticut Unfair Trade Practices Act. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the lemon period, this vehicle has been out of service at least thirty eight (38) days and subject to at least three (3) repairs due faulty power steering, failed batteries, and strong drivetrain vibration resulting in engine replacement.

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

Please be advised that under U.C.C. § 2-711(3), our client has a security interest in the vehicle until the purchase price is returned, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, our client demands the return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the vehicle will be deemed wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507. If the seller or any creditor subject to the FTC Holder Rule has filed a financing statement covering the above vehicle, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within 10 days to terminate such security interest. Failure to do so subjects you to liability under U.C.C. § 9-404(1).

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

Sincerely,

/s/ Vlad Hirnyk

Vlad Hirnyk, Esq.
(203) 653-2250 Ext. 5503
vhirnyk@lemborglaw.com

RECEIVED

MAY 20 2020

Miller Canfield
Paddock and Stone P.L.C.



MFS Legal Inc.

5030 East 2nd Street Suite 205
Long Beach, CA 90803
Tel: (888) 564-4744
Fax: (562) 265-1112

October 26, 2020

Sent Via: Mail Priority Signature Required

FCA Customer Care
Attn: Special Investigations
PO. Box 21-8004
Auburn Hills MI 48321-8004

Vehicle: 2018 JEEP WRANGLER
VIN: 1C4HJXDG5 [REDACTED]

Dear FCA US LLC-JEEP

My office has been retained by [REDACTED] to be represented in an action regarding the vehicle noted above, that was purchased as a New Vehicle from FCA US LLC-JEEP in California.

This vehicle has suffered from and continues to suffer from nonconformities that substantially impair the vehicle's use, value and safety. FCA US LLC-JEEP, through its authorized repair facilities, has failed to repair these nonconformities within a reasonable number of repair attempts.

Accordingly, pursuant to California law, FCA US LLC-JEEP is required to repurchase this vehicle. Failure by FCA US LLC-JEEP to do so, will expose FCA US LLC-JEEP to the imposition of a civil penalty.

Pursuant to California law, you have a legal duty to preserve all evidence related to this incident for litigation and any misplacement, destruction, concealment, or fraudulent manufacturing of such evidence will expose you personally to additional liability and court sanctions. Specifically, you have a responsibility to preserve the following:

- 1) Any and all records, policies and procedures in effect on or before the date of the incident regarding maintenance of the above-mentioned vehicle;
- 2) Any and all policies and procedures regarding similar incidents on or prior to the date of incident promulgated by you;
- 3) Any and all records of subsequent remedial measures taken by you documenting all repairs, changes, and/or maintenance performed at the above vehicle.

Please confirm within thirty (30) days of receipt of this letter that you will repurchase the vehicle and will pay my client's reasonable attorney's fees. If I do not hear from you, I will commence litigation and the attorney's fees will increase significantly. If you wish to discuss this further, please do not hesitate to contact me.

Sincerely,

[REDACTED]
Neal F. Morrow III, Esq.
5318 E 2nd Street #490
Long Beach CA 90803
p: 213 640-7833 f: 562 265-1112
e: office@calemonlawteam.com

RECEIVED

NOV - 6 2020

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

FCA US LLC
Office of the General Counsel

NOV 05 2020

Priority
B [REDACTED] al/Reg. Agent/
S [REDACTED] al/Proc. Server

ONLY TO SEAL



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Delivery date specified for domestic use.

Domestic shipments include up to \$50 of insurance (restrictions apply).
International insurance included for domestic and many international destinations.
International insurance.**

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Not cover certain items. For details regarding claims exclusions see the International Mail Manual at <http://pe.usps.com>.

International Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.

RATE ENVELOPE

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<ED ■ INSURED

To schedule free Package F
scan the QR code.



1001000014

EP14F May 2020
OD: 12 1/2 x 9 1/2

USPS.COM/PICKUP



P

US POSTAGE & FEES PAID
PRIORITY MAIL
ZONE 8 FLAT-RATE ENVELOPE
CombasPrice

06290009930117
FROM 90803



Stamp
endicia
10/26/2020

PRIORITY MAIL 2-DAYTM

Neal F. Morrow III
MFS Legal Inc.
5030 East Second Street
Long Beach CA 90803

SHIP TO: FCA Customer Care

Attn: Special Investigations
PO. Box 21-8004
Auburn Hills MI 48321

USPS TRACKING #



ROBERT M. SILVERMAN¹
CRAIG THOR KIMMEL²

¹ Member, PA Bar
² Member, NJ Bar
³ Member, DE Bar
⁴ Member, NY Bar
⁵ Member, MA Bar
⁶ Member, MD Bar
⁷ Member, OH Bar
⁸ Member, NH Bar
⁹ Member, CT Bar
¹⁰ Member, TN Bar
¹¹ Member, WY Bar
¹² Member, DC Bar
¹³ Member, CA Bar
¹⁴ Member, WI Bar
¹⁵ Member, FL Bar
¹⁶ Member, AZ Bar
¹⁷ Member, TX Bar
¹⁸ Member, 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, 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. HERRITT¹⁹
ROBERT A. RAFFIN²⁰
ANGELA K. TROCCOLI²¹
AMY L. BENNECOFF GINSBURG²²
W. CHRISTOPHER COMPONOV²³
JASON L. GRESHES²⁴
CHAD P. DOMAN²⁵
JOSEPH C. HOFFEL²⁶
JACOB U. GINSBURG²⁷
SHAWN BACHMAN²⁸

January 31, 2020

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

RECEIVED

Re:

2018 Jeep Wrangler
VIN: 1C4HJXD6

FEB - 6 2020

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

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 steering system, suspension and electrical system. ✓

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.

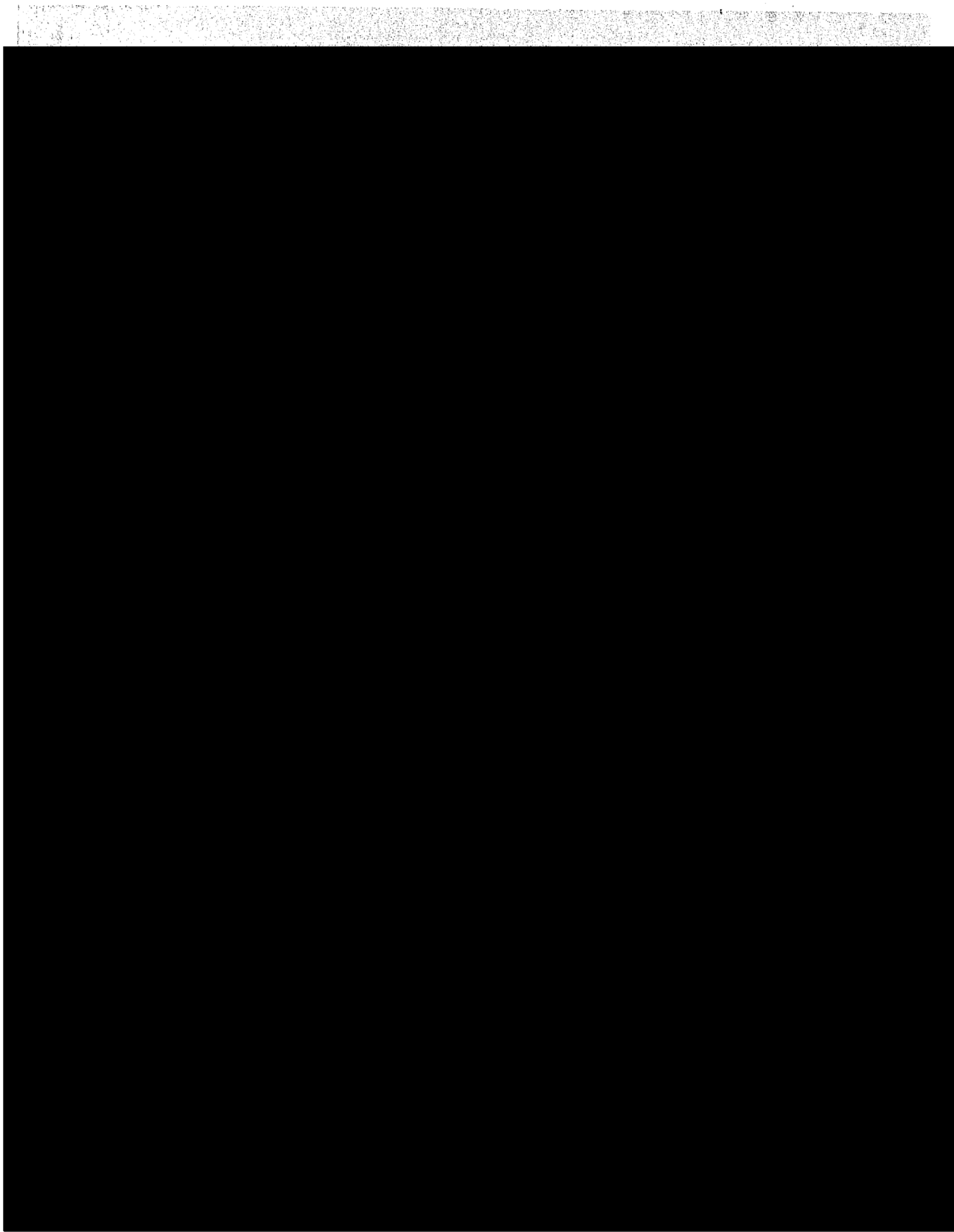
I look forward to hearing from you.

JCH/bc
Attachments
cc: Rose Waldorf

FCAUS LLC
Office of the General Counsel

FEB 05 2020

Agent/
Server



The first of these is the fact that the system is not a simple one. It is a complex system, and as such, it is not possible to understand it by looking at its parts in isolation. The system is a whole, and it is only by looking at the whole that we can understand it. This is the first principle of systems thinking: the whole is greater than the sum of its parts.

The second principle is that the system is dynamic. It is not a static system, but a system that changes over time. The system is a process, and it is only by looking at the process that we can understand it. This is the second principle of systems thinking: the system is a process.

The third principle is that the system is interconnected. The system is not a collection of independent parts, but a collection of parts that are interconnected. The system is a network, and it is only by looking at the network that we can understand it. This is the third principle of systems thinking: the system is a network.

The fourth principle is that the system is self-organizing. The system is not a system that is imposed from the outside, but a system that organizes itself from within. The system is a self-organizing system, and it is only by looking at the self-organizing process that we can understand it. This is the fourth principle of systems thinking: the system is a self-organizing system.

The fifth principle is that the system is resilient. The system is not a system that is fragile, but a system that is resilient. The system is a resilient system, and it is only by looking at the resilient process that we can understand it. This is the fifth principle of systems thinking: the system is a resilient system.

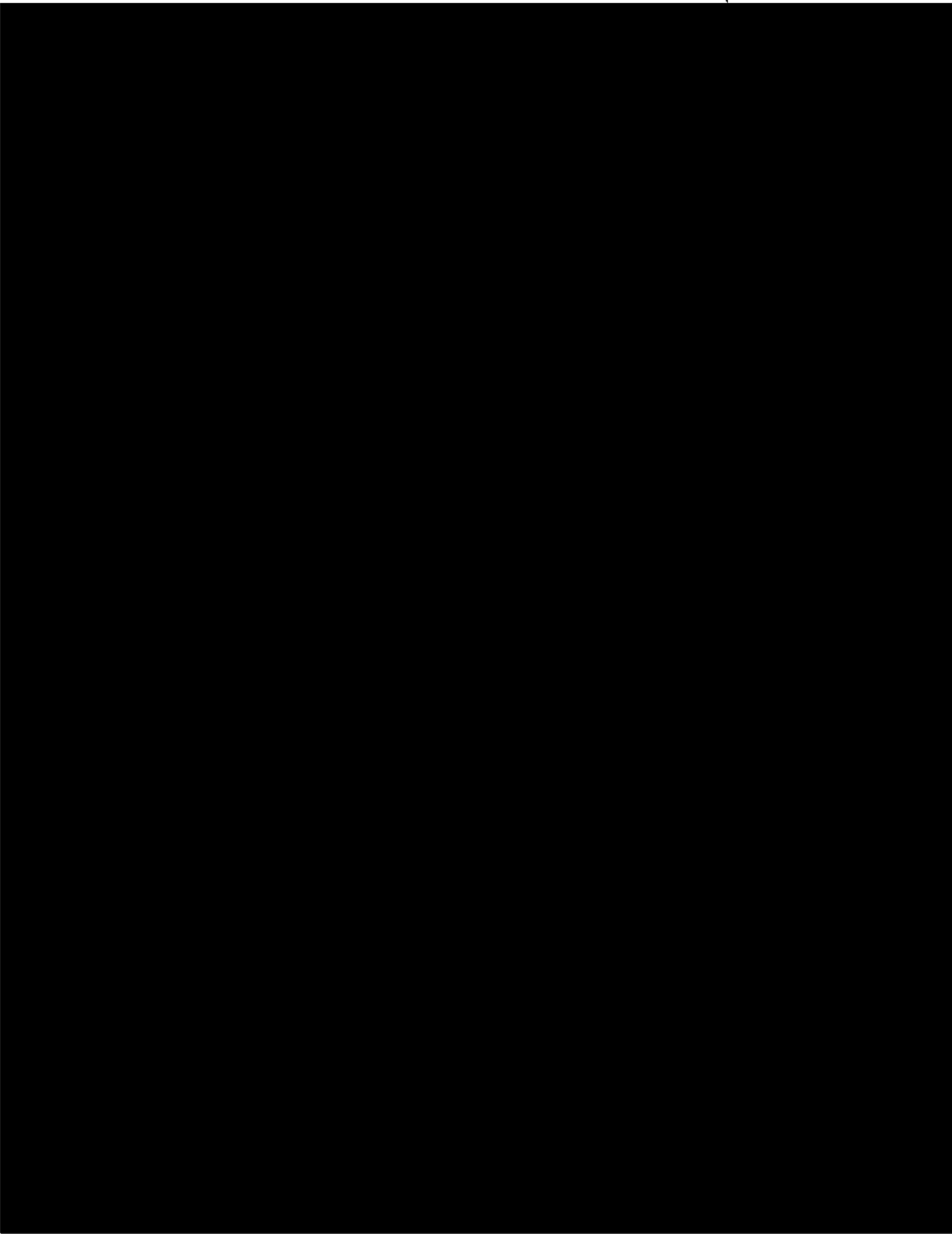
The sixth principle is that the system is adaptive. The system is not a system that is rigid, but a system that is adaptive. The system is an adaptive system, and it is only by looking at the adaptive process that we can understand it. This is the sixth principle of systems thinking: the system is an adaptive system.

The seventh principle is that the system is sustainable. The system is not a system that is unsustainable, but a system that is sustainable. The system is a sustainable system, and it is only by looking at the sustainable process that we can understand it. This is the seventh principle of systems thinking: the system is a sustainable system.

The eighth principle is that the system is equitable. The system is not a system that is inequitable, but a system that is equitable. The system is an equitable system, and it is only by looking at the equitable process that we can understand it. This is the eighth principle of systems thinking: the system is an equitable system.

The ninth principle is that the system is just. The system is not a system that is unjust, but a system that is just. The system is a just system, and it is only by looking at the just process that we can understand it. This is the ninth principle of systems thinking: the system is a just system.

The tenth principle is that the system is beautiful. The system is not a system that is ugly, but a system that is beautiful. The system is a beautiful system, and it is only by looking at the beautiful process that we can understand it. This is the tenth principle of systems thinking: the system is a beautiful system.



[REDACTED]

CCAP AUTO LEASE LTD
PO BOX 961272
FT WORTH TX 76161

VIN: 1C4HJXDG1 MAKE: JEE
MODEL: WRA YEAR: 2018
PLATE NO GOOD THRU: 02/2022
REG Initial: 311.00
FD REG:
POST AUDIT:
PLATE FEE:
TITLE FEE: 60.00
TOTAL: 371.00
DD

LESSEE:



LEASED VEHICLE REGISTRATION

PLATE NO: /2022
VIN: 1C4HJXDG1
JEE 2018 WAGON BK WRA WC: 8
CCAP AUTO LEASE LTD PASSENGER 08
PO BOX 961272
FT WORTH TX 76161
EQ:8 FEE: 311.00

NEWARK

NJ

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

Service Advisor: 7519 Paul VISLOV

home

1

[illegible]

	CASH	185.00	23DEC19	
OPTIONS:	SOLD-STK-JWTH15172	ENG-ERC 3.6I V6 24V WVT Engine Upg w/ TRN-DFT 8 SPD AUTO	07:57 23DEC19	16:36 23DEC19
OPTIONS:	SOLD-STK-JWTH15172	ENG-ERC 3.6I V6 24V WVT Engine Upg w/ TRN-DFT 8 SPD AUTO	07:57 23DEC19	16:36 23DEC19

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	UNT	SERVICE	INT	TO	DATE		

DELIVERED TO DATE: 15 MENDY XHAFERI LIC#: 15

[illegible]

CHRYSLER, DODGE, JEEP OF PARAMUS IS NOW
INTRODUCING SERVICE FINANCING THROUGH
OUR CHRYSLER MASTERCARD PROGRAM.

SEE YOUR SERVICE ADVISOR FOR INTEREST FOR 6 MONTHS \$100.00 CREDIT CARD STATEMENT

SEE YOUR SERVICE ADVISOR FOR DETAILS!



RT4VIP1 to 37483

**Best Prices on all
Tires & Brakes
We will Beat
Lowest Price**

YOU SAVE

\$0.00

ON THIS VISIT

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Customer Copy

Pana 2 nf 2

STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/terms. The Seller hereby expressly disclaims all warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any person to assume for it any liability in connection with the sale of this item/terms. CUSTOMER SIGNATURE		LABOR AMOUNT 0.00
DESCRIPTIVE		PARTS AMOUNT 0.00
LABOR AMOUNT 0.00		GAS, OIL, LUBE 0.00
LABOR AMOUNT 0.00		SUBLET AMOUNT 0.00
LABOR AMOUNT 0.00		MISC. CHARGES 0.00
LABOR AMOUNT 0.00		TOTAL CHARGES 0.00
LABOR AMOUNT 0.00		LESS DISCOUNTS 0.00
LABOR AMOUNT 0.00		SALES TAX 0.00
LABOR AMOUNT 0.00		PLEASE PAY THIS AMOUNT 0.00

CHRYSLER, JEEP, DODGE OF PARAMUS

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

Service Advisor: **156 STEVE BRADT**

Invoice #:

Tag #:

Customer #:

Home:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
PX8/Black	18	JEEP Wrangler Unlimi	1C4HJXDG1		15642	15650
DEL DATE	PROD DATE	WARR EXP	PO NO	INV DATE	R.O. OPENED	READY
15FEB18				18JAN20	12:37 17JAN20	14:20 18JAN20

OPTIONS: SOLD-STK:JW115172 ENG:ERC 3.6L V6 24V VVT Engine Upg 1 w/ TRN:DFT 8-SPD AUTO 9JW115172

LINE OPCODE TECH TYPE HOURS

A C/S 65MPH STEERING TIGHTENS UP AND DOES NOT TURN LEFT AND SUDDENLY

CAUSE: STEERING

18 181902DS

2228 GEROLIMOS, HARRY LIC#: 2228

W2 0.20

0894BJA3 WIRING

2228 GEROLIMOS, HARRY LIC#: 2228

W2 0.80

15642 STEERING

ROD TESTED CHK

STEERING FOUND BULLETIN #08-092-18 PERFORMED VEHICLE

CONFIGURATION

AND ALSO STAR CASE #S1919000004 CLEANED AND REPAIRED GROUND #G902A

ROD TESTED OK

LIST NET TOTAL

(N/C)

(N/C)

(N/C)

B CUSTOMER HAS BEEN HERE BEFORE FOR SERVICE.

BH CUSTOMER HAS BEEN HERE BEFORE FOR SERVICE.

2228 GEROLIMOS, HARRY LIC#: 2228

ISP 0.00

CHRYSLER, DODGE, JEEP OF PARAMUS IS NOW
INTRODUCING SERVICE FINANCING THROUGH
OUR CHRYSLER MASTERCARD PROGRAM.
0% INTEREST FOR 6 MONTHS
\$100.00 CREDIT CARD STATEMENT
SEE YOUR SERVICE ADVISOR FOR DETAILS!

To Receive Service

Discounts to your

Mobile Phone

Text

RT4VIP1 to 37483

Best Prices on all

Tires & Brakes

We will Beat

Lowest Price

YOU SAVE

\$ 0.00

ON THIS VISIT

LIMITED LABOR WARRANTY

The Repair Facility guarantees the labor used in performing the repairs listed on the front of the Repair Order for a period of 90 days or 4,000 miles, whichever comes first. This Limited Warranty is not transferable to any other person. The Repair Facility is not responsible for any damage to the vehicle or its components caused by the use of the vehicle or its components after the repairs have been completed. The Repair Facility is not responsible for any damage to the vehicle or its components caused by the use of the vehicle or its components after the repairs have been completed. The Repair Facility is not responsible for any damage to the vehicle or its components caused by the use of the vehicle or its components after the repairs have been completed.

STATEMENT OF DISCLAIMER

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

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS DISCOUNTS	0.00
SALES TAX	0.00

Align top of FedEx Express® shipping label here.

ORIGIN ID: QFWA (215) 540-8888
CATHLEEN SMITH
KIMMEL & SILVERMAN, P.C.
30 EAST BUTLER PIKE

SHIP DATE: 04FEB20
ACTWGT: 1.00 LB
CAD: 100586475/NET4220

AMBLER, PA 19002
UNITED STATES US

BILL SENDER

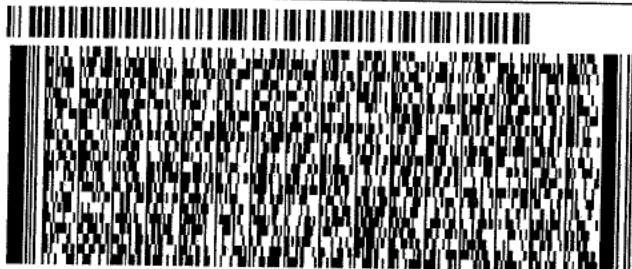
TO FCA US LLC
WARRANTY LITIGATION DEPARTMENT
1000 CHRYSLER DRIVE
CIMS 485-13-62
AUBURN HILLS MI 48326

56BL2049FE4A

(215) 540-8888
INV:
PO:

REF:

DEPT:



J20102011301ur

PEEL HERE

Ship Manager - Print Your Label(s)

WED - 05 FEB 3:00P
STANDARD OVERNIGHT

48326
MI-US FNT



2/4/2020

bill or pouch here.

**Service of Process
Transmittal**

02/27/2020

CT Log Number [REDACTED]

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

RE: Process Served in 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] ltf. vs. FCA US LLC, Dft.

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

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

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2018 Jeep Wrangler, VIN: 1C4HJXDG1[REDACTED]

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

DATE AND HOUR OF SERVICE: By Process Server on 02/27/2020 at 14:20

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, Esquire
Kimmel & Silverman, P.C.
Executive Quarters
1930 E. Marlton Pike
Suite Q29
Cherry Hill, NJ 08003
856-429-8334

ACTION ITEMS: CT has retained the current log, Retain Date: 02/27/2020, Expected Purge Date: 03/03/2020

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

[REDACTED]

Plaintiff(s)

Vs.

FCA US LLC

Defendant(s)

Superior Court of New Jersey

ESSEX COUNTY COUNTY

LAW DIVISION

Docket No: [REDACTED]

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/pro se/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: February 21, 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]
Newark, NJ [REDACTED]

v.

FCA US LLC
c/o CT Corporation
820 Bear Tavern Road
Suite 305
West Trenton, NJ 08628

SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY

CIVIL ACTION

NO.

COMPLAINT

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the State of New Jersey, [REDACTED] Newark, 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 February 15, 2018, Plaintiff leased a new 2018 Jeep Wrangler, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1C4HJXDG [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 \$22,800.00. 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: steering 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. Chrysler Dodge Jeep of Paramus, 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 February 15, 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.

[REDACTED]

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.

[REDACTED]

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.

[REDACTED]

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 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.

[REDACTED]

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]

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

B [REDACTED]

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.

[REDACTED]

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  in this case.



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

Service Advisor: 329 RALPH RUSSO

COLOR		YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN	MILEAGE OUT
PX8/Black		18	JEEP Wrangler Unlimi		1C4HJXDG1J		12945	12945
DEL DATE		PROD. DATE	WARR. EXP.	PROMISED	PO NO.	PAYMENT	INV. DATE	READY
15FEB18				18-00 26SEP19		COUP	26SEP19	11:11'26SEP19

OPTIONS: SOLD STK: IMV1415175 ENG-FRC 3.6l V6 24V VVT Engine Usa 1 w/ TRN:DFT 8-SPD AUTO 9JW115172

LIST	NET	TOTAL
1	100	100
2	200	200
3	300	300
4	400	400
5	500	500
6	600	600
7	700	700
8	800	800
9	900	900
10	1000	1000
11	1100	1100
12	1200	1200
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14	1400	1400
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19	1900	1900
20	2000	2000
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22	2200	2200
23	2300	2300
24	2400	2400
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28	2800	2800
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30	3000	3000
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34	3400	3400
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36	3600	3600
37	3700	3700
38	3800	3800
39	3900	3900
40	4000	4000
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43	4300	4300
44	4400	4400
45	4500	4500
46	4600	4600
47	4700	4700
48	4800	4800
49	4900	4900
50	5000	5000
51	5100	5100
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93	9300	9300
94	9400	9400
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96	9600	9600
97	9700	9700
98	9800	9800
99	9900	9900
100	10000	10000

[illegible]

A LUBE OIL FILTER AS PER WAVE PLAN

CAUSE: LOF

26860303 LUBE OIL FILTER AS PER

6894 Chris, Galdi LIC#: N

[illegible]

1 68191349AC FILTER-ENGINE OIL
2 68282520AA OIL - 0W20

6 68283520AA OIL-OW20
7 4318067AC *SOLVENT-WINDSHIELDWASHER

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

RT4VIP1 to 37483

**Best Prices on all
Tires & Brakes
We will Beat
Lowest Price**

YOU SAVE

§

ON THIS VISIT

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Customer Copy

Page 1 of 2

THANK YOU!

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SERVICE (201) 488-8000 • SALES (201) 488-9000

Tag #:

Service Advisor: 7519 Paul VISLOV

DEL DATE	PROD DATE	WARR EXP.	WARR PROMISED	VEH MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
PX8/Black	18	JEEP Wrangler Unlimi			1C4HJXDG1J			
15FFB18		17-00 23DEC19					14859	14862
					RATE	PO NO.	INV DATE	R.O OPENED
					185.00	CASH	23DEC19	READY
OPTIONS SOLD-STK JMW11517Z ENGINE 3.6L V6 24V VVT Engine Upg. I w/ TRN-DFT B-SPD AUTO 9JMW11517Z								
LINE				OPCODE TECH TYPE HOURS		LIST NET TOTAL		

LINE	OPCODE	TECH	TYPE	HOURS
1	000000	0000	0000	0000
2	000000	0000	0000	0000
3	000000	0000	0000	0000
4	000000	0000	0000	0000
5	000000	0000	0000	0000
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26	000000	0000	0000	0000
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64	000000	0000	0000	0000
65	000000	0000	0000	0000
66	000000	0000	0000	0000
67	000000	0000	0000	0000
68	000000	0000	0000	0000
69	000000	0000	0000	0000
70	000000	0000	0000	0000
71	000000	0000	0000	0000

UTD SERVICE UP-TO-DATE.

15 MENDY XHAFFERI LIC#: 15

ISP 0.00

 (N/c)

CHRYSLER, DODGE, JEEP OF PARAMUS IS NOW
INTRODUCING SERVICE FINANCING THROUGH
OUR CHRYSLER MASTERCARD PROGRAM.
0% INTEREST FOR 6 MONTHS
\$100.00 CREDIT CARD STATEMENT
SEE YOUR SERVICE ADVISOR FOR DETAILS!



100

**To Receive Service
Discounts to your
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**Best Prices on all
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We will Beat
Lowest Price**

YOU SAVE

\$0.00

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Page 2 of 2

THANK YOU

LABOR AMOUNT		0.00
PARTS AMOUNT		0.00
GAS, OIL, LUBE		0.00
SUBLET AMOUNT		0.00
MISC. CHARGES		0.00
TOTAL CHARGES		0.00
LESS DISCOUNTS		0.00
SALES TAX		0.00
PLEASE PAY THIS AMOUNT		0.00

DESCRIPTION		0.00
STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.		
CUSTOMER SIGNATURE		

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

Invoice

Tag

Customer #	Customer Name	Product	Price	Quantity	Total Price
1	John Doe	Widget A	10.00	5	50.00
2	Jane Smith	Widget B	20.00	3	60.00
3	Bob Johnson	Widget A	10.00	10	100.00
4	Alice Brown	Widget C	30.00	2	60.00
5	Charlie Davis	Widget B	20.00	4	80.00
6	Diana Prince	Widget A	10.00	8	80.00
7	Edward Nigma	Widget C	30.00	1	30.00
8	Fiona Glenanne	Widget B	20.00	6	120.00
9	George Jetson	Widget A	10.00	12	120.00
10	Helen Paragon	Widget C	30.00	3	90.00
11	Ivan Drago	Widget B	20.00	7	140.00
12	Jordan Peele	Widget A	10.00	9	90.00
13	Kyle Reese	Widget C	30.00	4	120.00
14	Larry Green	Widget B	20.00	5	100.00
15	Mary McCormack	Widget A	10.00	11	110.00
16	Nick Carraway	Widget C	30.00	2	60.00
17	Olivia Wilde	Widget B	20.00	8	160.00
18	Peter Parker	Widget A	10.00	13	130.00
19	Quentin Tarantino	Widget C	30.00	1	30.00
20	Rachel Watson	Widget B	20.00	9	180.00
21	Samuel L. Jackson	Widget A	10.00	14	140.00
22	Tina Turner	Widget C	30.00	3	90.00
23	Uma Thurman	Widget B	20.00	10	200.00
24	Vince Lombardi	Widget A	10.00	15	150.00
25	Wendy Williams	Widget C	30.00	4	120.00
26	Xavier Woods	Widget B	20.00	11	220.00
27	Yasmine Potts	Widget A	10.00	16	160.00
28	Zoe Lister-Jones	Widget C	30.00	5	150.00
29	Adam Sandler	Widget B	20.00	12	240.00
30	Beyoncé	Widget A	10.00	17	170.00
31	Chris Rock	Widget C	30.00	6	180.00
32	Dave Matthews	Widget B	20.00	13	260.00
33	Eminem	Widget A	10.00	18	180.00
34	Faye Dunaway	Widget C	30.00	7	210.00
35	Gary Oldman	Widget B	20.00	14	280.00
36	Halle Berry	Widget A	10.00	19	190.00
37	Idina Menzel	Widget C	30.00	8	240.00
38	Jake Gyllenhaal	Widget B	20.00	15	300.00
39	Kate Winslet	Widget A	10.00	20	200.00
40	Leonardo DiCaprio	Widget C	30.00	9	270.00
41	Melanie Lynskey	Widget B	20.00	16	320.00
42	Natalie Portman	Widget A	10.00	21	210.00
43	Orlando Bloom	Widget C	30.00	10	300.00
44	Peter Dinklage	Widget B	20.00	17	340.00
45	Quentin Tarantino	Widget A	10.00	22	220.00
46	Rachel Watson	Widget C	30.00	11	330.00
47	Samuel L. Jackson	Widget B	20.00	18	360.00
48	Tina Turner	Widget A	10.00	23	230.00
49	Uma Thurman	Widget C	30.00	12	360.00
50	Vince Lombardi	Widget B	20.00	19	380.00
51	Wendy Williams	Widget A	10.00	24	240.00
52	Xavier Woods	Widget C	30.00	13	390.00
53	Yasmine Potts	Widget B	20.00	20	400.00
54	Zoe Lister-Jones	Widget A	10.00	25	250.00
55	Adam Sandler	Widget C	30.00	14	420.00
56	Beyoncé	Widget B	20.00	21	420.00
57	Chris Rock	Widget A	10.00	26	260.00
58	Dave Matthews	Widget C	30.00	15	450.00
59	Eminem	Widget B	20.00	22	440.00
60	Faye Dunaway	Widget A	10.00	27	270.00
61	Gary Oldman	Widget C	30.00	16	480.00
62	Halle Berry	Widget B	20.00	23	460.00
63	Idina Menzel	Widget A	10.00	28	280.00
64	Jake Gyllenhaal	Widget C	30.00	17	510.00
65	Kate Winslet	Widget B	20.00		

Service Advisor: 7519 Paul VISLOV

VIN		LICENSE		MILEAGE IN		MILEAGE OUT	
DEL DATE	PROD. DATE	WARR. EXP.	PRISMED	PO NO.	RATE	PAYMENT	INV. DATE
PX8/Black	18	JEEP Wrangler Unlimi		1C4HJXDG1			
15FEB18			13:00 10JAN20		185.00	COUP	10JAN20
							08:02 10JAN20
							15411
							15412
							READY
OPTIONS: SOLD-STK JWA115172 ENG=ERC 3.6L V6 24V VVT Engine Upgr W/18N DEF R.SPID AUTO 91MMW15173							

LIST	NET	TOTAL
------	-----	-------

To Receive Service

Discounts to your

Mobile Phone

Text

RT4VIP1 to 37483

Best Prices on all

Tires & Brakes

We will Beat

Lowest Price

YOU SAVE

\$

ON THIS VISIT

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Customer Copy

Page 1 of 2

THANK YOU!!!

INVOICE

Invoice

Tag

CHRYSLER, JEEP, DODGE OF PARAMUS

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

Service Advisor: 7519 Paul VISLOV

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
PX8/Black	18	JEEP Wrangler Unlimi	1C4HJXDG1		15411	15412
DEL DATE	PROD DATE	WARR EXP	FO NO	PAYMENT	INV DATE	R.O. OPENED
15FEB18					10JAN20	08-02 10JAN20
OPTIONS: SOLD-STR-JW135172 ENG-ERC-3-6L V6 24V VVT Engine Upg 1 w TRN-DET 8-SPD AUTO-SJW135172				COUP	14-21 10JAN20	
LINE OPCODE TECH TYPE HOURS				185.00		

593 renker,george LIC#: 593

W2 0.50

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

15411 FOUND STAR CASE RELATING TO ISSUE GROUND G908 HAD SLIGHT CORROSION ON IT CAUSING IMPROPER GROUND. REPAIRED AND CLEANED GROUND AS PER START CASE TEST DROVE VEHICLE AND STEERING NOW OPERATES AS DESIGNED WITH NO FURTHER ISSUES AT THIS TIME

CHRYSLER, DODGE JEEP OF PARAMUS IS NOW
INTRODUCING SERVICE FINANCING THROUGH
OUR CHRYSLER MASTERCARD PROGRAM.
0% INTEREST FOR 6 MONTHS
\$100-00 CREDIT CARD STATEMENT
SEE YOUR SERVICE ADVISOR FOR DETAILS!

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Discounts to your
Mobile Phone
Text
RT4VIP1 to 37483

Best Prices on all
Tires & Brakes
We will Beat
Lowest Price

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\$ 12.68

ON THIS VISIT

LIMITED LABOR WARRANTY
The Repair Facility warrants the labor used in performing the repairs listed on the front of the Repair Order for a period of 90 days or 4,000 miles, whichever comes first. This warranty is limited to the labor performed by the Repair Facility and does not cover parts, materials, or any additional repairs that are necessitated as a result of any defect in labor performed while completing the repairs listed on the front of the Repair Order.
To obtain repairs under this Limited Warranty, customer must: (a) notify the Repair Facility at the address shown on the front of the Repair Order of any defect in labor within a reasonable time after customer discovers or should have discovered any such defect. Such notification must be in writing and must include a description of the defect and the location of the defect. (b) deliver the vehicle to the Repair Facility at the address shown on the front of the Repair Order for the purpose of making the repairs required; and (c) pay the charges for any additional parts required to complete the repairs.
All limited warranties, including this limited warranty, are made without any obligation of the Repair Facility to provide any other services, including but not limited to, maintenance, inspection, or adjustment of any part of the vehicle.
This limited warranty is void if the vehicle is used for any purpose other than that for which it was designed, or if the vehicle is involved in an accident, or if the vehicle is damaged in any way, or if the vehicle is used in any manner that would be considered reckless, negligent, or abusive.
THIS WARRANTY DOES NOT COVER THE HOURS LABORED IN THE AUTHORIZED LABOR TIME GUIDE, WHICH REFLECTS AN AVERAGE TIME REQUIREMENT FOR THE PERFORMANCE OF SPECIFIC VEHICLE REPAIRS, AND WHEN MAY THEREFORE BE EITHER MORE OR LESS THAN THE ACTUAL CLOCK TIME IN ANY GIVEN REPAIR. ADJUSTMENTS WILL BE MADE TO THE ACTUAL CLOCK TIME AS NECESSARY.

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

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	11.89
TOTAL CHARGES	11.89
LESS DISCOUNTS	12.68
SALES TAX	0.79
PLEASE PAY THIS AMOUNT	0.00

Civil Case Information Statement

Case Details: ESSEX | Civil Part Docket

Case Caption: FCA US LLC

Case Initiation Date: 02/21/2020

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

Jury Demand: NONE

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? 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)*

02/21/2020

Dated

/s/ JACQUELINE C HERRITT

Signed



11210 – 86th Avenue North
Maple Grove, MN 55369
Ph: 763-315-4548 | 877-817-4816
Fax: 763-315-2715
www.lemonlawminnesota.com

Todd E. Gadtke
Attorney at Law
tgadtke@gadtkelawfirm.com

Dawna Stewart
Paralegal
dstewart@gadtkelawfirm.com

August 20, 2020

FCA US LLC
Customer Assistance Center
P.O. Box 21-8004
Auburn Hills, MI 48321-8004

Re:

2018 Jeep Wrangler Rubicon
VIN: 1C4HJXFGX

RECEIVED

AUG 28 2020

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

Dear Sir/Madam:

[REDACTED] have retained this law firm to represent them regarding material defects in the above-referenced vehicle. Please accept this letter as my clients' pre-suit demand concerning their vehicle.

Since taking delivery of the subject vehicle, my clients have experienced problems with its operation. These problems are evidenced by, without limitation, power steering locking up while driving, all warning lights illuminating while driving, vehicle gauges going out while driving, vehicle not starting, as well as any and all other complaints reported by my clients to FCA US LLC and/or its authorized dealership(s). My clients timely reported each of the referenced problems with their vehicle to your authorized dealership for repair.

In light of your inability to provide my clients with the repairs needed to conform their vehicle to the condition required under the applicable warranty within a reasonable number of repair attempts or period of time, they hereby demand that you accept its return and refund to them its purchase price, along with the attorneys' fees and costs incurred on their behalf to resolve this matter as of the date of repurchase.

Please respond to inform me when and where you would like my clients to present the subject vehicle for repurchase by no later than the close of business on September 3, 2020. If I do not hear back from you with the requested information on or before that date, this firm will begin a lawsuit on my clients' behalves seeking those remedies available to them at law or in equity including, without limitation, claims arising under the Minnesota Lemon Law, the Magnuson-Moss Warranty Act and the Minnesota Uniform Commercial Code.

Thank you in advance for your prompt attention to this matter.

Very truly yours,

GADTKE LAW FIRM, P.A.



tgadtke@gadtkefirm.com
www.lemonlawminnesota.com

TEG/dis

cc:



**Service of Process
Transmittal**

09/04/2020

CT Log Number [REDACTED]

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

RE: Process Served in Minnesota

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, etc., Dft.

DOCUMENT(S) SERVED: Summons, Complaint

COURT/AGENCY: Second Judicial District Court, Ramsey County, MN
Case # NONE

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2018 Jeep Wrangler Rubicon, VIN: 1C4HJXFGX[REDACTED]

ON WHOM PROCESS WAS SERVED: CT Corporation System, Inc, Saint Paul, MN

DATE AND HOUR OF SERVICE: By Process Server on 09/04/2020 at 10:51

JURISDICTION SERVED : Minnesota

APPEARANCE OR ANSWER DUE: Within 20 days after the date of receipt

ATTORNEY(S) / SENDER(S): Todd E. Gadtke
Gadtke Law Firm, P.A.
11210 - 86th Avenue North
Maple Grove, MN 55369
763-315-4548

ACTION ITEMS: CT has retained the current log, Retain Date: 09/05/2020, Expected Purge Date: 09/10/2020

Image SOP

Email Notification, Lance Arnott SOPVerification@wolterskluwer.com

SIGNED: CT Corporation System, Inc
ADDRESS: 1999 Bryan St Ste 900
Dallas, TX 75201-3140

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

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Contract - Other



Plaintiffs,

vs.

SUMMONS

FCA US LLC, a foreign
limited liability company transacting
business in the State of Minnesota,

Defendant.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

1. YOU ARE BEING SUED. The Plaintiffs have started a lawsuit against you. The Plaintiffs' Complaint against you is attached to this Summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court and there may be no court file number on this Summons.

2. YOU MUST REPLY WITHIN 20 DAYS TO PROTECT YOUR RIGHTS. You must give or mail to the person who signed this summons a **written response** called an Answer within 20 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this Summons located at:

Todd E. Gadtke
Gadtke Law Firm, P.A
11210 – 86th Avenue North
Maple Grove, MN 55369
Telephone: (763) 315-4548

3. YOU MUST RESPOND TO EACH CLAIM. The Answer is your written response to the Plaintiffs' Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiffs should not be given everything asked for in the Complaint, you must say so in your Answer.

4. YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS. If you do not answer within 20 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiffs everything asked for in the Complaint. If you do not want to contest the claims stated in the Complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the Complaint.

5. LEGAL ASSISTANCE. You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. **Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.**

6. ALTERNATIVE DISPUTE RESOLUTION. The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

The object of this action is a civil claim.

Date: September 4, 2020

GADTKE LAW FIRM, P.A.



Todd E. Gadtke (#276704)
11210 – 86th Avenue North
Maple Grove, MN 55369
Telephone: (763) 315-4548
tgadtke@gadtkelawfirm.com

ATTORNEYS FOR PLAINTIFFS

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Contract – Other

[REDACTED]

Plaintiffs,

vs.

COMPLAINT

FCA US LLC, a foreign
limited liability company transacting
business in the State of Minnesota,

Defendant.

Plaintiffs [REDACTED] (hereinafter “Plaintiffs”), as and for their cause
of action against Defendant, allege as follows:

1.

Plaintiffs reside at [REDACTED] City of Faribault, in the State of Minnesota.

2.

Defendant is a foreign limited liability company transacting business in the State of
Minnesota.

3.

Defendant continually and systematically transacts business in the State of Minnesota by
selling motor vehicles to its authorized dealers in the State of Minnesota.

4.

Defendant's authorized dealers ultimately sell said motor vehicles to Minnesota consumers.

5.

On or about February 17, 2018, Plaintiffs leased and took delivery of a new 2018 Jeep Wrangler Rubicon (the "subject vehicle").

6.

Defendant does not have an office or place of business in the State of Minnesota, but does maintain a resident agent in Ramsey County. Therefore, pursuant to Minn. Stat. § 542.09, venue is proper in Ramsey County.

7.

Defendant is the manufacturer of the subject vehicle.

8.

The vehicle identification number of the subject vehicle is 1C4HJXFGX[REDACTED]

9.

Included with Plaintiffs' lease of the subject vehicle was an express written vehicle warranty (the "subject warranty").

10.

The problems, conditions and/or defects experienced by Plaintiffs are evidenced by, but not necessarily limited to, power steering locking up while driving, all warning lights illuminating while driving, vehicle gauges going out while driving, vehicle not starting, as well as any and all other complaints reported by Plaintiffs to Defendant and/or its authorized dealership(s).

11.

Plaintiffs presented the above-referenced defects and/or conditions in the subject vehicle to Defendant and/or its authorized dealership(s) for repairs on numerous occasions.

12.

Defendant and/or its authorized dealership(s) attempted an unreasonable number of repairs of the above-referenced defects and/or conditions without success.

13.

On August 20, 2020, Plaintiffs, through their attorney, gave notice that Plaintiffs believed Defendant had taken an unreasonable amount of time and/or number or repair attempts to conform the subject vehicle to Defendant's warranty, thereby violating without limitation, the Minnesota Lemon Law, the Magnuson-Moss Warranty Act and the Minnesota Uniform Commercial Code and that, as a result, Plaintiffs no longer wanted the vehicle.

COUNT 1
VIOLATION OF MINN. STAT. § 325F.665, SUBD. 2.
("MINNESOTA LEMON LAW")

14.

Plaintiffs reallege Paragraphs 1 through 13 as though fully set forth herein.

15.

Plaintiffs are "consumers" as the Minnesota Lemon Law defines that term.

16.

Defendant is a "manufacturer" as the Minnesota Lemon Law defines that term.

17.

The new vehicle warranty purchased by Plaintiffs is a "manufacturer's express warranty" and "warranty" as the Minnesota Lemon Law defines those terms.

18.

The subject vehicle is a “motor vehicle” as the Minnesota Lemon Law defines that term.

19.

Plaintiffs reported one or more of the vehicle nonconformities outlined above to Defendant and/or its authorized dealers within two years following the date of original delivery of the new motor vehicle to Plaintiffs.

20.

Plaintiffs reported one or more of the vehicle nonconformities outlined above to Defendant and/or its authorized dealers during the term of the applicable express warranty.

21.

With respect to one or more of the above-referenced nonconformities, Defendant and/or its authorized dealerships failed to make the repairs necessary to conform the subject vehicle to the applicable express warranty.

22.

With respect to one or more of the above-referenced nonconformities, Defendant and/or its authorized dealerships failed to make the repairs necessary to conform the subject vehicle to the requirements of the Minnesota Lemon Law.

23.

Defendant has therefore violated Minn. Stat. § 325F.665, subd. 2.

24.

Plaintiffs, therefore, are entitled to repair of the subject vehicle, and/or to be compensated in an amount to be determined at trial, plus reasonable attorney’s fees and litigation costs incurred in this action as set forth under the Minnesota Lemon Law.

COUNT 2
VIOLATION OF MINN. STAT. § 325F.665, SUBD. 3.
("MINNESOTA LEMON LAW")

25.

Plaintiffs reallege Paragraphs 1 through 24 as though fully set forth herein.

26.

Defendant's repair attempts were unreasonable in number and/or duration.

27.

Defendant attempted an unreasonable number of repairs to the subject vehicle for the same warranted condition or defect.

28.

Defendant attempted one or more of the above-referenced repairs within two years of the original delivery of the subject vehicle to a consumer without conforming the subject vehicle to its warranty and/or the requirements of the Minnesota Lemon Law.

29.

Defendant attempted one or more of the above-referenced repairs within the term of the applicable express warranty without conforming the subject vehicle to its warranty and/or the requirements of the Minnesota Lemon Law.

30.

The defects or conditions in the subject vehicle substantially impair(ed) its use to Plaintiffs.

31.

The defects or conditions in the subject vehicle substantially impair(ed) its market value to Plaintiffs.

32.

Plaintiffs gave Defendant the notice and an opportunity to repair the subject vehicle required by Minn. Stat. § 325F.665, subd. 3(e).

33.

Plaintiffs are, therefore, entitled to the presumption provided by Minn. Stat. § 325F.665, subd. 3(b).

34.

Defendant has therefore violated Minn. Stat. § 325F.665, subd. 3, thereby entitling Plaintiff to vehicle replacement or full refund of the purchase price of the subject vehicle, at Plaintiff's choice, including the cost of any options or other modifications arranged, installed, or made by the manufacturer, its agent, or its authorized dealer within 30 days after the date of original delivery, and all other charges, including, but not limited to, sales or excise tax, license fees and registration fees, reimbursement for towing and rental vehicle expenses incurred by Plaintiff as a result of the vehicle being out of service for warranty repair, plus attorneys' fees and litigation costs incurred bringing this action as set forth in the Minnesota Lemon Law.

COUNT 3
VIOLATION OF 15 U.S.C. SECTION 2310(d).
("MAGNUSON-MOSS WARRANTY ACT")

35.

Plaintiffs reallege Paragraphs 1 through 34 as though fully set forth herein.

36.

The subject vehicle is a "consumer product" as the Magnuson-Moss Warranty Act defines that term.

37.

The subject warranty is a “warranty” as the Magnuson-Moss Warranty Act defines that term.

38.

Plaintiffs are “consumers” as the Magnuson-Moss Warranty Act defines that term.

39.

Because Defendant has violated one or more of the Counts stated below, it has violated the Magnuson-Moss Warranty Act, thereby entitling Plaintiffs to those remedies permitted by Minnesota law, and entitling Plaintiffs to receive the reasonable legal fees and litigation costs incurred prosecuting this matter.

COUNT 4
BREACH OF EXPRESS WARRANTY UNDER THE MAGNUSON-MOSS
WARRANTY ACT
(VIOLATION OF MINN. STAT. § 336.2-607 and 336.2-714)

40.

Plaintiffs reallege Paragraphs 1 through 39 as though fully set forth herein.

41.

Plaintiffs notified Defendant of its failure to remedy defects in the subject vehicle within a reasonable time after discovering them.

42.

Defendant’s express warranty required it to remedy the defects in the subject vehicle.

43.

Defendant failed to remedy the defects in the subject vehicle.

44.

Defendant failed to remedy the above-referenced defect(s) in the subject vehicle within a reasonable number of attempts.

45.

Defendant failed to remedy the above-referenced defect(s) in the subject vehicle within a reasonable or period of time.

46.

Defendant has, therefore, breached its warranty to Plaintiffs.

47.

Defendant's breach of warranty has directly and proximately caused Plaintiffs' damages.

48.

Plaintiffs are therefore entitled to recover actual damages, together with all incidental and consequential damages including, but not limited to, loss of use damages from Defendant as provided by Minnesota law, plus the reasonable legal fees and litigation costs incurred prosecuting this matter.

COUNT 5
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY UNDER THE
MAGNUSON-MOSS WARRANTY ACT
(VIOLATION OF MINN. STAT. § 336.2-314)

49.

Plaintiffs reallege Paragraphs 1 through 48 as though fully set forth herein

50.

Defendant is a merchant with respect to the subject vehicle purchased by Plaintiffs.

51.

Included with Plaintiffs' lease of subject vehicle was an implied warranty of merchantability.

52.

The subject vehicle was of a character and quality that it would not pass without objection in the trade under the contract description.

53.

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

54.

The subject vehicle was not of fair average quality within the contract description.

55.

The subject vehicle did not run, within the variations permitted by the agreement, of even kind, quality and quantity.

56.

The subject vehicle did not conform to the promises or affirmation of fact made on the container or label that accompanied its delivery to Plaintiffs.

57.

Defendant did not effectively exclude said warranty of merchantability.

58.

Defendant did not effectively modify said warranty of merchantability

59.

Defendant has therefore breached its implied warranty of merchantability to Plaintiffs.

60.

Plaintiffs are therefore entitled to recover actual damages, together with all incidental and consequential damages from Defendant as provided by Minnesota law plus legal fees and litigation costs incurred pursuant to 15 U.S.C. § 2310(d).

COUNT 6
REVOCATION OF ACCEPTANCE UNDER THE
MAGNUSON-MOSS WARRANTY ACT
(VIOLATION OF MINN. STAT. § 336.2-608)

61.

Plaintiffs reallege Paragraphs 1 through 60 as though fully set forth herein.

62.

Plaintiffs reported the nonconformities outlined above to Defendant or Defendant's authorized repair dealership, during the term of the applicable warranties.

63.

Plaintiffs reported the nonconformities outline above to Defendant or Defendant's authorized repair dealership, within a reasonable time after discovering the same.

64.

The nonconformities outlined above substantially impair the value of the subject vehicle.

65.

Plaintiffs were reasonably induced to accept the subject motor vehicle by the difficulty of discovery of said nonconformities before acceptance.

66.

Plaintiffs were reasonably induced to accept the subject motor vehicle by Defendant's assurances that the subject vehicle conformed to its warranties.

67.

Plaintiffs provided Defendant with a reasonable number of opportunities to cure the nonconformities in the subject vehicle.

68.

Notwithstanding Plaintiffs providing Defendant with a reasonable number of opportunities to repair the subject vehicle, Defendant failed to seasonably cure the above-referenced nonconformities.

69.

Plaintiffs revoked acceptance of the subject vehicle within a reasonable time after discovery of the nonconformities outlined above.

70.

Plaintiffs are therefore entitled to recover the full purchase price of the subject vehicle plus all incidental and consequential damages including, but not limited to, loss of use damages, and legal fees and litigation costs incurred pursuant to 15 U.S.C. § 2310(d).

WHEREFORE, Plaintiffs respectfully pray for judgment against Defendant for actual and statutory damages, including incidental, consequential and loss of use damages to be proven at the time of trial, plus attorney fees and litigation costs in a reasonable amount, in a total amount in excess of \$50,000, together with pre-judgment and post-judgment interest and all other costs the Court deems just.

- **ACKNOWLEDGMENT**

Plaintiffs assert these claims in good faith and acknowledge that costs, disbursements and reasonable attorney and witness fees may be awarded to the opposing party as provided by Minnesota Statutes Section 549.211, subd. 2 (1994).

Date: September 4, 2020

GADTKE LAW FIRM, P.A.



Todd E. Gadtke (#276704)
11210 – 86th Avenue North
Maple Grove, MN 55369
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