

This file represents a consolidation of
[REDACTED] sent by the manufacturer.
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[REDACTED] [REDACTED] is the
name of the original file.)

H.C. **BRADLEY** LLC
BUSINESS LAW

September 21, 2022

VIA U.S. Mail

ATTN: Legal Division
Chrysler Customer Assistance Center
P.O. Box 21-8004
Auburn Hills, Michigan 48321-8004

RECEIVED

SEP 30 2022

MILLER CANFIELD & DOCK

Dear Sir or Ma'am:

This letter shall serve as notice of my client's intent to seek relief pursuant to the Federal Warranty Act, 15 U.S. Code § 2301 *et seq.* for breach of your warranty agreement to correct and repair all defects in materials and workmanship to the above referenced vehicle. Please contact me within 14 days if you wish to resolve this matter.

On April 6, 2021, my client purchased a new 2021 Chrysler Pacifica with 17 odometer miles which included the FCA US LLC new vehicle limited warranty, among other warranties, covering the vehicle against defects for a term of thirty-six (36) months or thirty-six thousand (36,000) miles from the date of original purchase as part of the purchase price. Your authorized dealer, River Front CDJR in North Aurora, Illinois, sold the vehicle and provided the FCA US LLC new vehicle limited warranty to the purchaser at the time of vehicle delivery.

Shortly after delivery, on July 11, 2022, at 32,408 vehicle miles, the vehicle began to exhibit the abnormal operating conditions of: service charging system light illuminated, vehicle stalling and dying with tow-in, and service hybrid electrical system warning illuminated. The vehicle has since been subject to numerous repair attempts at Jack Phelan CDJ in Countryside, Illinois, Michigan City CDJR in Michigan City, Indiana, and Taylor CDJR in Bourbonnais, Illinois, to correct the above listed defects and nonconformities.

The Magnuson-Moss Warranty -- Federal Trade Commission Improvement Act imposes strict standards of compliance on warrantors. First, warrantors must repair all defective or malfunctioning products within a reasonable time and without charge. 15 U.S. Code § 2304 (a)(1). Furthermore, although warrantors are entitled to some opportunity to correct problems, the statute allows only a "reasonable number of attempts" to fix a defective or malfunctioning product. *Id.* § 2304 (a)(4). If the warrantor can not remedy the defects after a reasonable number of attempts, the warrantor must permit the consumer to elect either a refund or replacement of the product. *Larry J. Solderger Assocs. v. Aston Martin Lagonda of N. Am., Inc.*, 1999 WL 756174 (N.D. Ill. Sept. 10, 1999).

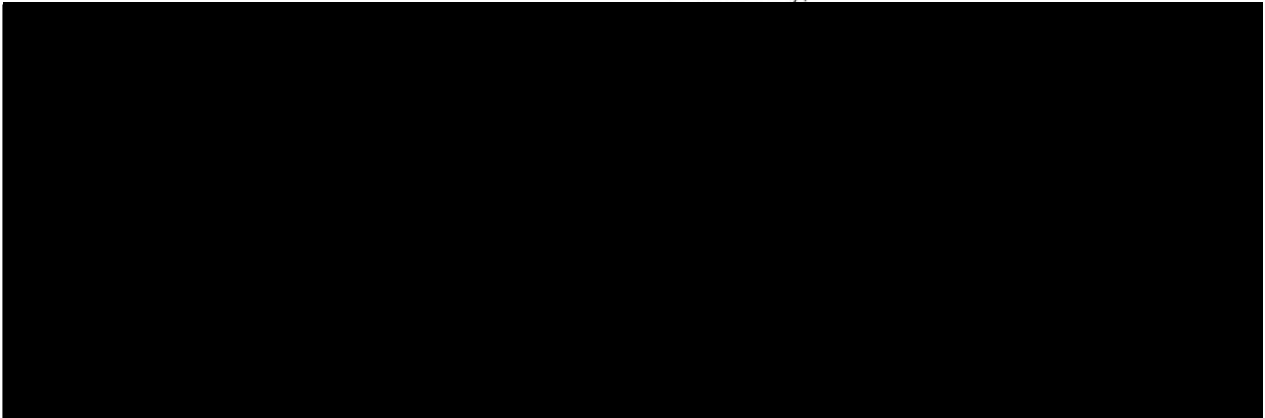
4320 Winfield Road, Cornerstone @ Cantera
Suite 200
Warrenville, Ill 60555
630-453-5159 ofc | 630-447-0058 fax
harry@hcbadleyllc.com

Since first reporting the vehicle's defects to FCA US LLC in July 2022 my client's vehicle has been the subject of an unreasonable number of repair attempts, has remained in the shop and out of service for an unreasonable number of cumulative days, and/or FCA has refused repairs for warrantable defects. The vehicle's defects are a substantial impairment of the vehicle's use, value, and safety and yet remain uncorrected.

As a result of FCA US LLC's inability to correct the vehicle's defects, my client did not receive the benefits of her new vehicle warranties as promised by FCA US LLC and has suffered damages. FCA US LLC has thus far refused my client's attempts to informally resolve this dispute.

My client now demands a refund of all amounts paid for the purchase of the vehicle including sales tax and title and registration fees, all out of pocket repair and transportation costs, full satisfaction of the retail installment contract, FCA US LLC's acceptance of the return of the defective vehicle, plus attorney's fees to date. Please contact me within 14 days if you wish to discuss a resolution to this dispute. After that time I will initiate formal proceedings to pursue all remedies otherwise available to my client.

Sincerely,



Krohn & Moss, Ltd.

*Main Office
10 N. Dearborn St, 3rd Floor
Chicago, IL 60602
www.yourlemonlawrights.com*

*Writer's Direct Number
(312) 578-9428 Ext. 216
Writer's Direct Facsimile
(866) 309-9458
Writer's Direct E-Mail
gmooss@consumerlawcenter.com
www.yourlemonlawrights.com*

*Writer licensed to practice
only in:
Illinois
Wisconsin*

September 12, 2022

FCA US LLC
Office of General Counsel
1000 Chrysler Dr
CIMS 485-13-62
Auburn Hills, MI 48326

RECEIVED

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There is a defect present in my client's vehicle for which relief is sought and numerous attempts to repair the vehicle have been unsuccessful. The defect includes, but is not limited to:

1. Defective engine/electrical system as evidenced by the intermittent illumination of the service charging system light, dying out and no power; and
2. Any additional defects, whether or not they are contained on any dealer repair orders.

Because of the defect, my client has justifiably lost confidence in the vehicle. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. S [REDACTED] A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough – when an automobile purchaser, after having to take her car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My client's repair history clearly shows there was a breach of both written and implied warranties:

Based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow her the opportunity or permit her to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified in writing of your breach of warranty and of my client's intent to pursue claims for breach of warranty in a court of law should you fail to amicably resolve this matter. Please be advised that pursuant to Uniform Commercial Code §2-711(3), my client has a security interest in the vehicle. Unless you are willing to accept the return of the vehicle and reimburse my client for all monies paid on the vehicle, my 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, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the vehicle will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code §9-404, that you file a termination statement within ten (10) days to terminate your security interest and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code §9-404(1) in the amount of \$100.00, plus any loss caused to my client by your failure to do so.

September 12, 2022

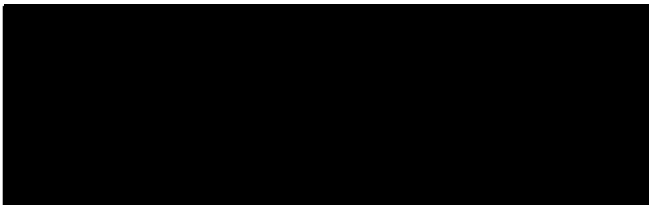
To avoid any litigation, my client requests the return of fifty (50) percent of the purchase price of the vehicle as compensation for its diminished value due to its defect and payment of our attorneys' fees pursuant to the fee-shifting provision of the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort will be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely



Gregory H. Moss
Attorney at Law



This file represents a consolidation of
[REDACTED] sent by the manufacturer.
Please use the bookmarks to navigate to
[REDACTED] [REDACTED] is the
name of the original file.)



KIMMEL & SILVERMAN

P.C.

1-800-LEMON LAW

www.lemonlaw.com

CORPORATE HEADQUARTERS

30 E. Butler Avenue
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, 1080 Avenue of the Americas, 8th Floor, New York, NY 10036, 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 406, 400 South Main Street, 1st Floor, New Hope, PA 18938, P (267) 468-7669, F (215) 540-8817

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

JACQUELINE C. HERRITT¹
ROBERT A. RAPKIN²
ANGELA K. TROCCOLI³
JOSEPH D. STEWARD III⁴
W. CHRISTOPHER COMPONOVO⁵
JASON L. GRESHES⁶
CHAD P. DOMAN⁷
JACOB U. GINSBURG⁸
MICHAEL MILEWSKI⁹

September 15, 2021

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

Dear Sir/Madam:

As you know, this office represents the above-referenced individual for problems encountered with the 2021 Chrysler Pacifica. I am enclosing the contract and repair slips. As you can see, my client has returned to the dealership for problems with the powertrain 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.



CERTIFICATE OF REGISTRATION

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

EXTERNAL CODE REGISTRATION TYPE PLATE NUMBER EFFECTIVE DATE TITLE NUMBER

SPECIAL MESSAGE

If this vehicle is newly acquired, it must be inspected within 7 days of registration.

CHANGE OF ADDRESS

☐

RESIDENTIAL

☐

MAILING

☐

GARAGE

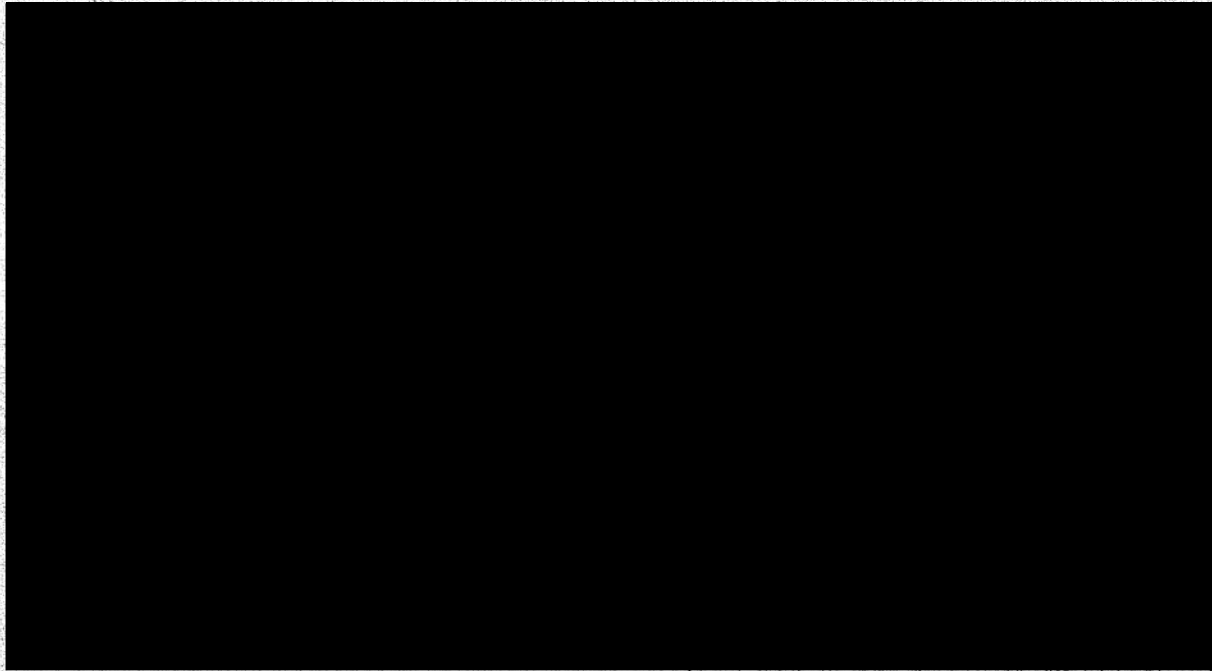
Important information for vehicle owners

- **Certificate of Registration:** Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and/or trailer, in the vehicle, in some easily accessible place. The records of the RMV constitute the official status of the vehicle registration.
- **Change of Address:** By law, you must report any change of address to the RMV within 30 days. Visit mass.gov/rmv to change your address. Once you have reported the address change to the RMV, please write corrected address in box provided above.
- **No Insurance Card Required:** Massachusetts law does not require an insurance card. M.G.L. Chapter 90, Section 34, and Chapter 175, Section 113A, requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. The insurer is required by law to electronically notify the Registry of Motor Vehicles if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's Office.
- **Transferring Your Plates:** Massachusetts General Law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. See the Transferring a Registration Section on the RMV's website at mass.gov/rmv for more information.
- **Cancel the registration plates if:**
 - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle.
 - You move to another state and you register the vehicle in that state.
 - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

Skip the Line, Go Online! Visit Mass.Gov/RMV for list of available transactions.

CERTIFICATE OF TITLE

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION



FIRST LIENHOLDER:

SECOND LIENHOLDER:

RELEASE OF FIRST LIEN:

THE FIRST LIENHOLDER'S INTEREST IN THE VEHICLE
DESCRIBED IN THIS CERTIFICATE IS HEREBY RELEASED

NAME:

AUTHORIZED SIGNATURE:

X

DATE RELEASED:

RELEASE OF SECOND LIEN:

THE SECOND LIENHOLDER'S INTEREST IN THE VEHICLE
DESCRIBED IN THIS CERTIFICATE IS HEREBY RELEASED

NAME:

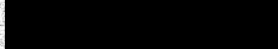
AUTHORIZED SIGNATURE:

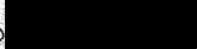
X

DATE RELEASED:

THE REGISTRAR OF MOTOR VEHICLES HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE FOR THE MOTOR VEHICLE DESCRIBED HEREIN HAS BEEN DULY FILED, PURSUANT TO THE PROVISIONS OF THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. BASED ON THE STATEMENTS OF THE APPLICANT AND THE RECORDS ON FILE WITH THIS AGENCY, THE APPLICANT NAMED IS THE OWNER OF SAID VEHICLE.

THE REGISTRAR OF MOTOR VEHICLES FURTHER CERTIFIES THAT THE VEHICLE IS SUBJECT TO ANY SECURITY INTERESTS SHOWN HEREIN.


Jamey Tesler
Registrar

CONTROL NO. 
NOT THE TITLE NUMBER

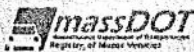
ALTERATION OR ERASURE VOIDS THIS TITLE

KEEP IN SAFE PLACE

REGISTRY OF MOTOR VEHICLES

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW

**WARNING:**

Federal and Massachusetts laws require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ANY ERASURES, WHITE-OUTS OR CROSS-OUTS WILL VOID THE ASSIGNMENT AND ALL ASSIGNMENTS THAT FOLLOW**ASSIGNMENT OF CERTIFICATE OF TITLE BY OWNER**

THIS IS TO BE COMPLETED BY THE SELLER and delivered to the Purchaser with the vehicle. If a Non-Dealer sale, purchaser must make application for a new Certificate of Title on MA form RMV-1, and file it immediately with the Massachusetts RMV and surrender the assigned Title.

I/we hereby assign, transfer, and convey the motor vehicle described on the reverse side of this certificate, for the sale price herein stated, to the following named purchaser, and I/we hereby warrant the Title to said motor vehicle and that same is free of all liens and encumbrances.

SALE PRICE: \$	PRINT NAME OF PURCHASER(S)	DATE OF SALE
STREET:	CITY:	STATE:
		ZIP

ODOMETER DISCLOSURE STATEMENT CAUTION: ONLY CHECK A BOX IF THE ODOMETER READING DIFFERS FROM ACTUAL MILEAGE

"I certify to the best of my knowledge the odometer reading specified here is the actual mileage of the vehicle, unless one of the following statements is checked:"

☐	No Ten Thousand
--------------------------	--------------------

1. I hereby certify to the best of my knowledge the odometer reading stated is in excess of its mechanical limits. (The odometer started at zero again.)

☐

2. I hereby state the odometer reading is not the actual mileage.
WARNING - ODOMETER DISCREPANCY

SIGNATURE OF SELLER(S)	PRINTED NAME(S) OF SELLER(S)	DATE
PURCHASER(S): DO NOT SIGN BELOW UNTIL ALL SECTIONS ABOVE HAVE BEEN COMPLETED AND SIGNED. SIGNING BELOW INDICATES YOU ARE AWARE OF THE ODOMETER DISCLOSURE STATEMENT MADE BY THE SELLER(S).		
SIGNATURE(S) OF PURCHASER(S)	PRINTED NAME(S) OF PURCHASER(S)	DATE

1st RE-ASSIGNMENT BY LICENSED DEALER ONLY

The undersigned licensed Dealer hereby certifies that the Title to the motor vehicle described on the face of this Certificate of Title was transferred to:

PRINT NAME OF PURCHASER(S)	PRINT ADDRESS
SIGNATURE(S) OF PURCHASER(S)	PRINTED NAME(S) OF PURCHASER(S)
DATE	

ODOMETER DISCLOSURE STATEMENT CAUTION: ONLY CHECK A BOX IF THE ODOMETER READING DIFFERS FROM ACTUAL MILEAGE

"I certify to the best of my knowledge the odometer reading specified here is the actual mileage of the vehicle, unless one of the following statements is checked:"

☐	No Ten Thousand
--------------------------	--------------------

1. I hereby certify to the best of my knowledge the odometer reading stated is in excess of its mechanical limits. (The odometer started at zero again.)

☐

2. I hereby state the odometer reading is not the actual mileage.
WARNING - ODOMETER DISCREPANCY

DEALER'S LICENSE NUMBER	DEALERSHIP NAME AND ADDRESS
SIGNATURE OF LICENSED DEALER	PRINT NAME
DATE	

2nd RE-ASSIGNMENT BY LICENSED DEALER ONLY

The undersigned licensed Dealer hereby certifies that the Title to the motor vehicle described on the face of this Certificate of Title was transferred to:

PRINT NAME OF PURCHASER(S)	PRINT ADDRESS
SIGNATURE(S) OF PURCHASER(S)	PRINTED NAME(S) OF PURCHASER(S)
DATE	

ODOMETER DISCLOSURE STATEMENT CAUTION: ONLY CHECK A BOX IF THE ODOMETER READING DIFFERS FROM ACTUAL MILEAGE

"I certify to the best of my knowledge the odometer reading specified here is the actual mileage of the vehicle, unless one of the following statements is checked:"

☐	No Ten Thousand
--------------------------	--------------------

1. I hereby certify to the best of my knowledge the odometer reading stated is in excess of its mechanical limits. (The odometer started at zero again.)

☐

2. I hereby state the odometer reading is not the actual mileage.
WARNING - ODOMETER DISCREPANCY

DEALER'S LICENSE NUMBER	DEALERSHIP NAME AND ADDRESS
SIGNATURE OF LICENSED DEALER	PRINT NAME
DATE	

3rd RE-ASSIGNMENT BY LICENSED DEALER ONLY

The undersigned licensed Dealer hereby certifies that the Title to the motor vehicle described on the face of this Certificate of Title was transferred to:

PRINT NAME OF PURCHASER(S)	PRINT ADDRESS
SIGNATURE(S) OF PURCHASER(S)	PRINTED NAME(S) OF PURCHASER(S)
DATE	

ODOMETER DISCLOSURE STATEMENT CAUTION: ONLY CHECK A BOX IF THE ODOMETER READING DIFFERS FROM ACTUAL MILEAGE

"I certify to the best of my knowledge the odometer reading specified here is the actual mileage of the vehicle, unless one of the following statements is checked:"

☐	No Ten Thousand
--------------------------	--------------------

1. I hereby certify to the best of my knowledge the odometer reading stated is in excess of its mechanical limits. (The odometer started at zero again.)

☐

2. I hereby state the odometer reading is not the actual mileage.
WARNING - ODOMETER DISCREPANCY

DEALER'S LICENSE NUMBER	DEALERSHIP NAME AND ADDRESS
SIGNATURE OF LICENSED DEALER	PRINT NAME
DATE	

MCGOVERN CHRYSLER JEEP DODGE
777 WASHINGTON ST
NEWTON, MA 02460 (617) 928-5400

**MOTOR VEHICLE
PURCHASE CONTRACT**

Trade-In Title Condition Purchaser represents that title to this trade is not impaired and/or does not indicate the vehicle has been salvaged, flood damaged, or frame damaged.

Lienholder N/A

Lienholder

Balance Due \$ None

Balance Due \$ None

WARRANTY INFORMATION: This vehicle carries an express warranty. You may obtain a written copy of such warranty from the dealer upon request. Purchaser will receive the written warranty at the time of delivery.

TITLE STATUS/VEHICLE DELIVERY: If this vehicle requires conveyance with certificate of title, Purchaser hereby acknowledges that certificates of title may be delayed outside of Dealer's control. Based on normal circumstances, this vehicle's certificate of title is due for arrival to Dealers place of business on Purchaser Initial, Purchaser may take delivery of vehicle on or after such date indicated.

This MVPC is not binding upon either the dealer or the purchaser until the following conditions are met: (a) if there is any Retail Installment Sales Contract or Lease Agreement ("Finance Document") associated with this transaction, the entire transaction is conditional and the parties' obligations are subject to a third-party financial institution agreeing to accept an assignment of the Finance Document; and (b) any other conditions: _____

PURCHASER MAY CANCEL THIS MVPC AND RECEIVE A FULL REFUND AT ANY TIME UNTIL S/HE RECEIVES A COPY OF THIS MVPC SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE. PURCHASER MUST GIVE WRITTEN NOTICE OF CANCELLATION TO THE DEALER.

Agreement for Binding Arbitration: Purchaser and Dealer hereby agree, except as stated below, to submit any claim arising out of or related to this Motor Vehicle Purchase Contract ("MVPC"), independently and not in conjunction with any other group or class claims, for binding arbitration pursuant to the Federal Arbitration Act instead of submitting claims to a court or jury. A demand for arbitration shall be filed with Mediation Works Incorporated (MWI) by submitting the demand to their offices in Boston, Massachusetts, unless the parties agree otherwise. The arbitrator shall have all powers provided by law and contract, including but not limited to, money damages, declaratory relief, and injunctive relief. The award of the arbitrator shall be final and binding and can be enforced in any state or federal court having competent jurisdiction within the Commonwealth of Massachusetts. Notwithstanding this paragraph, Purchaser may submit claims pursuant to M.G.L. c. 90, § 7N 1/2 or M.G.L. 90, § 7N 1/4, if applicable. Claims of repossession, replevin or any other claim arising from Purchaser's failure to make payments on a timely basis may, at the option of Dealer or its assignee, be pursued in a court of competent jurisdiction.

The front and back of this MVPC comprises the entire agreement between the dealer and purchaser and supercedes any prior agreement or understanding in writing or otherwise. Purchaser represents and warrants that he/she has read, understands and agrees to the terms printed on both sides of this MVPC. Purchaser acknowledges receipt of a signed copy of this MVPC.

5. Trade-In Allowance \$ None

6. Trade Difference \$ 43999.00

ADDITIONAL EQUIPMENT / FEES (TAXABLE):

7. N/A \$ None

8. N/A \$ None

9. N/A \$ None

10. N/A \$ None

11. N/A \$ None

12. N/A \$ None

13. N/A \$ None

14. Documentary Preparation Fee \$ 390.00

15. Title Preparation Fee (\$5.00) \$ 5.00

16. Total Sales Price - Taxable \$ 44394.00

17. Sales Tax \$ 2774.63

OTHER PRODUCTS

18. Extended Service Contract \$ None

19. N/A \$ None

20. N/A \$ None

21. N/A \$ None

22. N/A \$ None

23. N/A \$ None

24. N/A \$ None

25. None \$ None

26. Registration Fees \$ 135.00

27. Total Contract Sales Amount \$ 47303.63

28. Balance Due on Trade-In \$ None

29. Total Payment Due \$ 47303.63

30. Deposit \$ 5000.00

31. Amount to be Financed \$ 42303.63

32. Cash Due on Delivery \$ None

33. Total Payments \$ 47303.63

MISC PAINT AND MATERIALS
IBLOT

(N/C)

* WE SELL TIRES *
* IN STOCK & COMPETITIVELY PRICED *
*

DISCLAIMER OF WARRANTIES

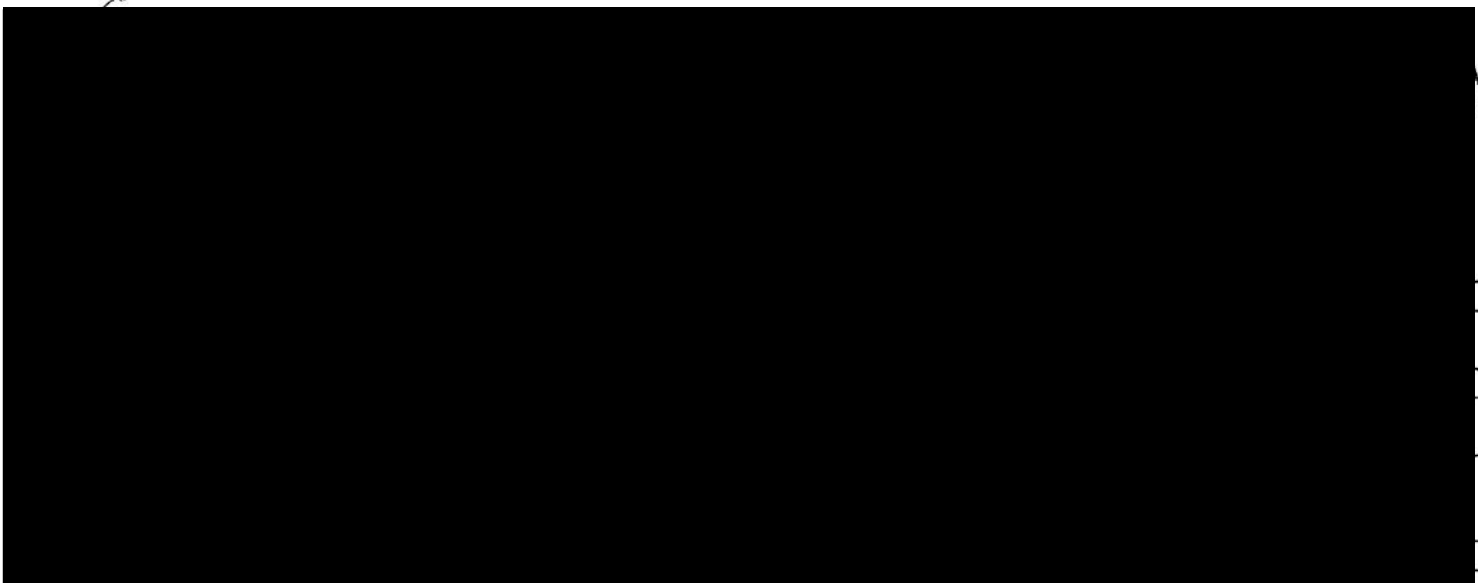
Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other 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.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW:

X

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

2



A GENERAL CONCERN CUSTOMER STATES REAR RIGHT TIRE IS RUNNING LOW OF
PRESSURE CHECK AND ADVISE
GEN GENERAL CONCERN
1876 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
1439 verified customer concern. found puncture in sidewall of tire,
tire must be replaced. mounted and balanced new tire

B Multi-point inspection (according to maintenance interval) [MULTI
POINT INSPECTION]
99P Multi-point inspection (according to
maintenance interval) [MULTI POINT
INSPECTION]
1876 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
1439 performed multipoint inspection

C** MOUNT AND HIGH SPEED BALANCE 1 TIRE RECORD DOT NUMBERS
CAUSE: puncture in sidewall of tire
1TR MOUNT AND HIGH SPEED BALANCE 1 TIRE RECORD
DOT NUMBERS
1876 C 34.95 34.95
1 TMI0034004 TIRE-235/60R18 203.00 195.00 195.00
PARTS: 195.00 LABOR: 34.95 OTHER: 0.00 TOTAL LINE C: 229.95
1439 mounted and balance one tire

EST: 0.00 11MAY21 16:00 SA: 2260
CONTACT:

CUSTOMER PAY DISPOSAL CHARGES AND/OR MISC MATERIALS FOR REPAIR ORDER 21.85

DISCLAIMER OF WARRANTIES		DESCRIPTION	TOTALS
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 warranties 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. I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW: X		LABOR AMOUNT	
		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

* IN STOCK & COMPETITIVELY PRICED *

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 warranties 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.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW:

X

DESCRIPTION	TOTALS
LABOR AMOUNT	34.95
PARTS AMOUNT	195.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	21.85
TOTAL CHARGES	251.80
LESS INSURANCE	0.00
SALES TAX	13.56
PLEASE PAY THIS AMOUNT	265.36

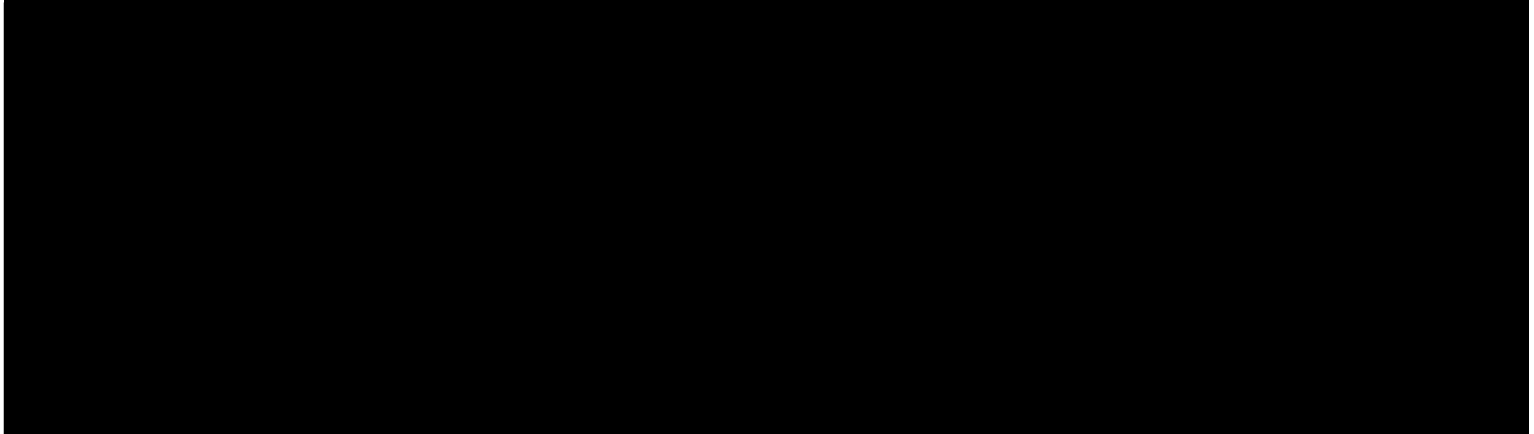
3

CUSTOMER #: 878915
UNIT# JN3963

459954

MCGOVERN CHRYSLER JEEP DODGE RA
777 WASHINGTON STREET, NEWTON, MA 02460-1

INVOICE



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

A COURTESY MULTI-POINT INSPECTION

99P COURTESY MULTI-POINT INSPECTION

1854 ISP

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

3013 mpi

C General Concern #1 [Customer States car does not engage in early mornings after sitting awhile he will start car and put it in reverse and the light blinks or in drive same issue. Does not work for 45 minutes and then engages. Happens 4 times a week at least, CAR HAS TO SIT FOR AWHILE

MISC MISC

1854 ISP

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

3013 let vehicle sit over night 3 different times, every time vehicle started up and we into gear instantly, possible causes could be, door not all the way latched, brake pedal not fully depressed. could not duplicate, no problem found, went on multiple road tests as well and had no issues everything is operating on the vehicle as designed, customer states sometimes with a full charge it happens and we charged system tried again and still did not duplicate the issue. bring vehicle back and try to capture recording the next time it happens again

EST: 0.00 02JUL21 15:58 SA: 2155

CONTACT: CUST

EST: 139.95 02JUL21 15:58 SA: 2155

CONTACT:

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X

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

* WE SELL TIRES *
 * *
 * IN STOCK & COMPETITIVELY PRICED *
 * *

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I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW:

X

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

99P Multi-point inspection [MULTI POINT INSPECTION]

156 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
3344 mpi

D z-(DMS Appt. Feed) Line 1 [CUSTOMER STATES VEHICLE KEEPS TURNING ON
AND OFF RANDOMLY CHECK AND ADVISE WILL START CAR AND IT WONT
SHIFT INTO GEAR IN ELECTRIC BUT IN GAS MODE WORKS FINE]

CAUSE: WARRANTY UPDATES

181906ED Module, Powertrain Control (PCM) -
Reprogram Module, Powertrain Control (PCM) -
Inspect and Reprogram (0 - Low Skilled)

156 W (N/C)

1819869V Module, Power Inverter (PIM) - Reprogram
Processor, Hybrid Control (HCP/AHCP) -
Inspect and Reprogram (0 - Low Skilled)

156 W (N/C)

1819319D Module, Power Liftgate Control -
Software - Reprogram Module, Power Liftgate
- Reprogram (0 - Low Skilled)

156 W (N/C)

186002DU Radio - Reprogram Module, Display Screen
(DSM) - Reprogram (0 - Low Skilled)

156 W (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00
3393 codes b1971-00,p084f-00 flash pcm,hcp,ahcp,plgm,dsm rd test
verify runs to factory specs and smooth operation

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I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW:

X

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

* WE SELL TIRES *
 * *
 * IN STOCK & COMPETITIVELY PRICED *
 * *

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I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW:

X

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

5

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
D							
Multi-point inspection (according to maintenance interval)							
	99P						
Multi-point inspection (according to maintenance interval)							
	2447	ISP					(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE D:	0.00

E							
Replace synthetic engine oil and filter [5qt. 0W20]							
	LOFS						
Replace synthetic engine oil and filter [5qt. 0W20]							
	2447	C				22.00	22.00
	1	68191349AC	FILTER-ENGINE OIL		12.75	7.95	7.95
	5	2AM02004AA	OIL-0W20 MMPRO+		8.50	8.50	42.50
PARTS:	50.45	LABOR:	22.00	OTHER:	0.00	TOTAL LINE E:	72.45
3582 LOFS *****							
F							
Rotate tires							
	TR						
Rotate tires							
	2447	C				29.95	29.95
PARTS:	0.00	LABOR:	29.95	OTHER:	0.00	TOTAL LINE F:	29.95
3582 Performed tire rotation and torque all wheels. *****							

EST: 109.90 12AUG21 09:36 SA: 2155
CONTACT:

CUSTOMER PAY DISPOSAL CHARGES AND/OR MISC MATERIALS FOR REPAIR ORDER 6.88
WAIT *****

* WE SELL TIRES *
* *
* IN STOCK & COMPETITIVELY PRICED *
* *

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I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW:

X

DESCRIPTION	TOTALS
LABOR AMOUNT	51.95
PARTS AMOUNT	50.45
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	6.88
TOTAL CHARGES	109.28
LESS INSURANCE	0.00
SALES TAX	3.58
PLEASE PAY THIS AMOUNT	112.86

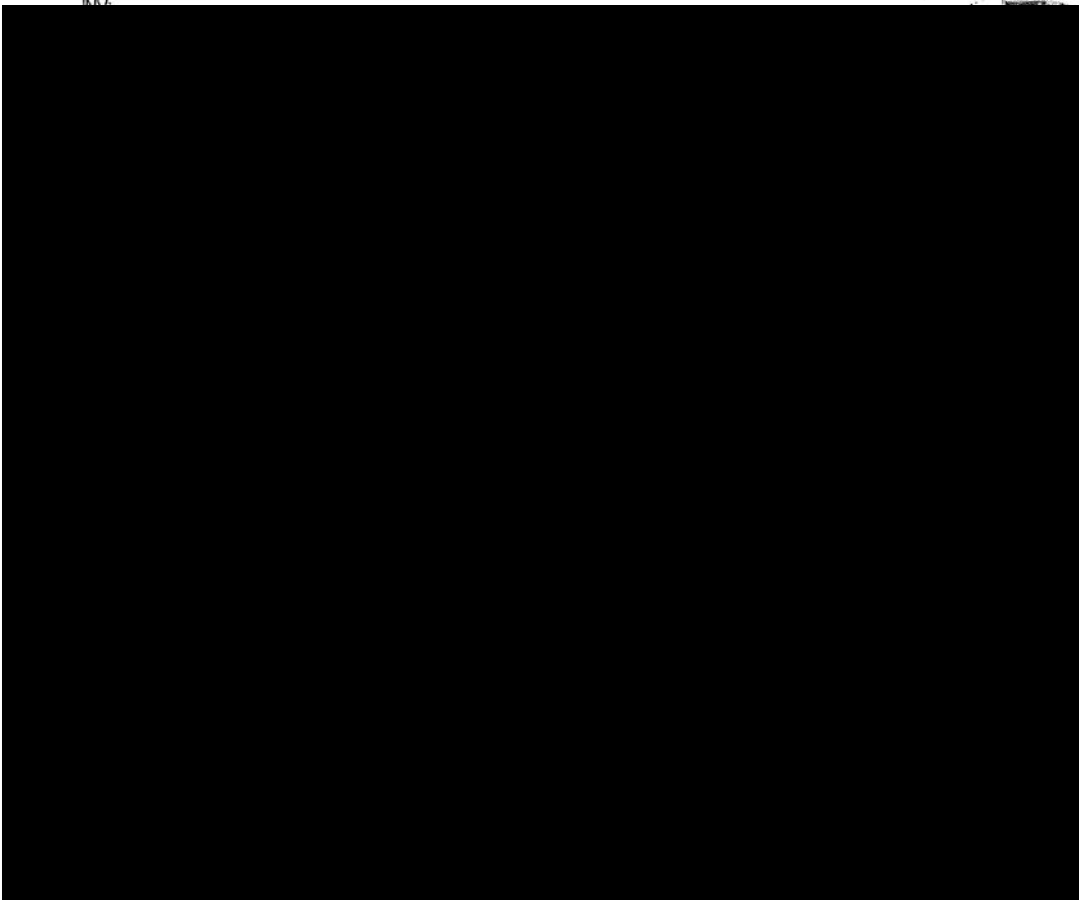
TO REUSE: Mark through all previous shipping labels and barcodes.

Align top of FedEx Express® shipping label here.



(215) 540-8888

REF:



ak

irbill or pouch here.

pi vi o ca

This file represents a consolidation of
[REDACTED] sent by the manufacturer.
Please use the bookmarks to navigate to
[REDACTED] [REDACTED] is the
name of the original file.)

FARAH & FARAH

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www.farahandfarah.com

June 17, 2022

RECEIVED

JUN 27 REC'D

Special Investigations

Via Certified Mail R.R.R.

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

Via Certified Mail R.R.R.

FCA MOPAR VEHICLE WORLD HEADQUARTERS
Customer Care
26311 Lawrence Ave.
[REDACTED]

Dear Sir or Madam:

Please be advised that this firm has the privilege of representing Ms. Galvin regarding claims against FCA US, LLC pursuant to the Federal Magnuson-Moss Warranty Act with regard to the above-listed 2021 Chrysler Pacifica (the "Vehicle"). Going forward, please cease all communication with my client and direct all correspondence to this office. Additionally, you are hereby notified that any settlement made with our client must include compensation for all statutory and other relief available to a consumer, including attorney's fees and costs. If you settle directly with our client, and do not make arrangements for payment of fees and costs, we will file suit against you. In addition, you are hereby notified of our attorney's fees lien with regard to this matter. I thank you in advance for your cooperation in this regard.

On or about September 17, 2021 my client purchased the Vehicle from Davis Chrysler DJR of Yulee, in Yulee, Florida, for approximately \$63,883.35. Unfortunately, and as set forth in greater detail below, the Vehicle my client purchased has proven to be plagued with ongoing issues that substantially impair the use, value and safety of the Vehicle. The issues and defects include, but are not limited to, the following:

- SERVICE SHIFTER message; shifter lights not working, and shifter will not engage/disengage; shifter may reset or may need to repeat restart;
- Shifter transmission module replaced;
- Defective electrical system;
- Multiple engine lights on; wipers on without knob engaged; AC, blinkers;
- Radio will not function;

- Multiple codes stored; CAN BUSS replaced;
- Parking brake on without knob engaged;
- Dashboard lights so dim they were unreadable;
- Multiple codes stores; SCCM WIRES replaced; and
- All additional complaints made by our client, whether or not they are contained in your company's records or in the records of your authorized service providers.

DEMAND

My client has already afforded FCA US, LLC multiple opportunities to correct the issues listed above, but the Vehicle remains in a defective state. The defects and non-conformities listed above constitute a substantial impairment of the use, value and safety of the Vehicle. Your failure and/or refusal to repair said defects and non-conformities in accordance with the terms of your respective warranties, constitutes a breach of warranty entitling my client to recovery. See Rastaedt v. Mercedes-Benz USA, LLC, 63 So. 3d 41 (Fla. 4th DCA 2011); Ocana v. Ford Motor Company, 992 So. 2d 319 (Fla. 3d DCA 2008); Zelyony v. Porsche Cars N. Am., Inc., 2008 U.S. Dist. LEXIS 31439 (S.D. Fla. 2008).

To the extent my client has not already placed you on notice, you are hereby notified that your failure to successfully repair the defects and non-conformities in the subject Vehicle constitute a breach of your warranty. The repair history for the Vehicle clearly shows that you have been unable or unwilling to correct the defects and nonconformities, after being afforded more than reasonable opportunities to do so. Accordingly, your warranty has failed of its essential purpose, and my client is entitled to seek any remedy available at law. See Frank Griffin Volkswagen, Inc. v. Smith, 610 So. 2d 597 (Fla. 1st DCA 1992); [REDACTED] So.2d 451 (Fla. 4th DCA 2006).

It is my client's contention that you have already been provided with sufficient opportunities to cure the breach of warranty. However, if you are interested in making an additional attempt at curing the breach of warranty, my client has authorized me to resolve this matter for a repurchase of the subject Vehicle, reimbursement of all loan and insurance payments made to date, damages for loss of use of the Vehicle, and payment of attorney's fees and costs, which are relatively low as of the date of this writing. My client will also agree to execute a mutually agreeable release agreement as a condition of settlement.

My client is neither litigious nor unreasonable and she only want the quality product she expected when she purchased the Vehicle. As such, I respectfully request that you contact me on or before **Monday, July 18, 2022**, to accept my client's demand and finalize the terms of same. If this matter is not resolved within the stated timeframe, my client has instructed me to pursue any and all legal and equitable remedies available to her under state and federal law, including an award of costs and attorneys' fees incurred in seeking same.

PLEASE GOVERN YOURSELVES ACCORDINGLY.



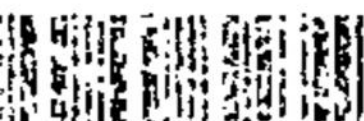
RAH
SINCE 1979

CERTIFIED MAIL®



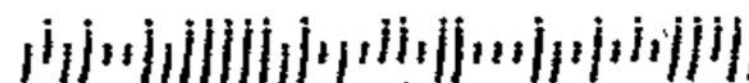
7021 1970 0001 4336 3269

NEO
06/2
US



FCA MOPAR VEHICLE WORLD HEAD
Customer Care
26311 Lawrence Ave.
Center Line, MI 48015

4801581201 0004



This file represents a consolidation of
[REDACTED] sent by the manufacturer.
Please use the bookmarks to navigate to
[REDACTED] [REDACTED] is the
name of the original file.)



Fax: [REDACTED]

RE: CASE [REDACTED]

Dear [REDACTED]:

This letter confirms that you have decided to have your dispute decided through the [REDACTED] ("[REDACTED]") process. Accordingly, [REDACTED] has assigned an Arbitrator, [REDACTED], to hear and decide your dispute. Once we have obtained available dates from the Arbitrator, we will contact you to schedule your meeting.

You should be familiar with the law and forward any additional relevant evidence, including ALL SERVICE REPAIR RECORDS, to [REDACTED] for prompt processing.

[REDACTED] will be responsible for monitoring the progress of this dispute and will be happy to answer any questions you may have about the arbitration process. You may contact your [REDACTED] Case Administrator at the phone number and/or email noted below their signature.

Sincerely,

[REDACTED]

Case Administrator

cc: Arbitrator
Manufacturer

YOU MUST CLICK THE "SUBMIT NEW CLAIM" BUTTON AT THE BOTTOM OF THIS PAGE TO SUBMIT YOUR CLAIM

Vehicle Information

How did you find the

Manufacturer Website

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

VIN

Year Make Model

Owner/Representative Information

Owner Name

Owner/Representative Contact Information

Address

Primary Phone

☒ Is Mobile Phone

Alternate Phone

☒ Is Mobile Phone

Email

Vehicle Details

Is this a leased vehicle?

No

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

New

Which state was the vehicle leased or purchased?

■

Which state is the vehicle currently registered?

■

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

■ and ■

Purchase Date

■

Current Mileage

■

Selling Dealer and Address

■

■

Primary Servicing Dealer

■

■

Issues

Primary Issue

Other -- Other (The car stalls while it is driving. A message appears on the dash "Shift to P to start" but only restarts after repeated tries, after which it stalls again. The car has ■ had to be towed to the dealership for repairs, once immediately following an attempted repair.)

Does the issue still exist? Yes

How many repair attempts have there been for this Concern? 2

Do you consider this a Serious Safety Concern? Yes

Repair History:

Repair Date	Dealership	Repair Order Number	Mileage

Are there any other Concerns for which there have been repair attempts? No

How many total Repair Attempts have there been for ALL Concerns including the Primary Concern above? 2

How many Calendar Days have you been without your vehicle because the vehicle has been at the dealership for service for ALL Concerns? 1

Description of Complaint

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

A defect with the car has made it inoperable since [REDACTED]. On that morning the car stalled while in traffic, with the engine cutting out and a message "Shift to P to start" appearing on the dashboard. We called the dealership, who asked us to bring it in. On the way there, the car stalled again [REDACTED] and we had to have it towed to the dealership. The car was in the service department at [REDACTED] [REDACTED] from [REDACTED] when it had been repaired with a new PIM. As I was driving it home on [REDACTED], it stalled again. On [REDACTED] it was towed back to the same dealer's service department. As of this writing, we are still awaiting updates from the service department. On [REDACTED] we mailed a certified letter to [REDACTED], to inform them that under [REDACTED]'s lemon law, we are entitled to a replacement or repurchase (full refund), and that we strongly prefer repurchase, because this problem has undermined our confidence in this make and model. I also emailed a copy of that letter to the General Manager at [REDACTED]. The General Manager said he would reach out to an [REDACTED] representative, but I have not heard back from him. [REDACTED] received the certified letter on [REDACTED], but we received no reply. I called the Customer Care Center on [REDACTED], and received a phone call and email in response on [REDACTED]. I emailed the representative a copy of the letter describing the problem and our request for repurchase, but never got a reply. I left a voicemail for this representative on [REDACTED] and again on [REDACTED], but have received no reply.

Specific Arbitration Defect(s)

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

The car stalls while driving. We brought it home without stalling the day we purchased it, but it has stalled every [REDACTED] we have driven it after that, which aside from attempting to take our daughter to school, has only included attempts to drive to and from the dealership for repair.

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

Hearing Type requested

Teleconference 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**

Chrysler-Harrington-Ghosh-2-23-22-1.docx

[REDACTED]

[REDACTED]?OpenDocument)

[REDACTED] and [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
Office of the General Counsel

[REDACTED]
Customer Assistance Center

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

To Whom It May Concern:

We are writing in regards to the [REDACTED] ([REDACTED]) that we purchased on [REDACTED], at [REDACTED]. A defect with the car has made it inoperable since [REDACTED]. On [REDACTED] the car stalled while in traffic, with the engine cutting out and a message “Shift to P to start” appearing on the dashboard. We called the [REDACTED] hip, who asked us to bring it in. On the way there, the car stalled again [REDACTED] and we had to have it towed to the [REDACTED] hip.

The car was in the service department at [REDACTED] from [REDACTED] until February 1 [REDACTED], when it had been repaired with a new PIM. As I was driving it home on February 18th, it stalled again. On February 19th it was towed back to the same [REDACTED]’s service department. As of this writing, we are still awaiting updates from the service department. In effect, despite the [REDACTED]’s continuing attempts at repair, the car has been out of service from the day of its original delivery to us and is in breach of the manufacturer’s warranty.

We understand that under [REDACTED], if the car is out of service for [REDACTED] of the [REDACTED]’s business days during the [REDACTED] after delivery, as it clearly has already been, we are entitled to return the car and receive either a full refund of the purchase price, including sales tax and license and registration fees, or to replacement of the car with a comparable car. Because our experience with this car has undermined our confidence in this make and model, we prefer a refund to a replacement.

In this circumstance the manufacturer’s warranty provides for notice to you and that, if our desired resolution isn’t offered, any dispute may go to binding arbitration, unless we opt out. This may be inconsistent with [REDACTED], which provides that before becoming entitled refund or replacement we must [REDACTED] resort to the informal, nonbinding dispute settlement procedure provided for under [REDACTED] regulations, specifically [REDACTED], [REDACTED], [REDACTED], *if* the manufacturer has established or participates in such a procedure. If [REDACTED], makes

[REDACTED]
[REDACTED]
[REDACTED]

such a procedure available, we will participate in it. If [REDACTED], hasn't established or doesn't participate in such a procedure, then under [REDACTED] law we are now entitled to refund or to replacement and hereby request the refund.

Sincerely,

[REDACTED]

[REDACTED]

This file represents a consolidation of
[REDACTED] sent by the manufacturer.
Please use the bookmarks to navigate to
[REDACTED] [REDACTED] is the
name of the original file.)

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 COMPONONO²³
JASON L. GRESHES²⁴
CHAD P. DOMAN²⁵
JOSEPH C. HOEFFEL²⁶
JACOB U. GINSBURG²⁷
SHAWN BACHMAN²⁸

July 2, 2020

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

Dear Sir/Madam:

As you know, this office represents the above-referenced individual for problems encountered with the 2019 Chrysler Pacifica. I am enclosing the contract and repair slips. As you can see, my client has returned to the dealership for problems with the transmission, electrical system, TCU, rear camera and stalling condition.

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.

FCA US LLC
Office of the General Counsel

JUL 09 2020
By *dc* FedEx
Mail/Reg. Agent/
Sec. of State/Proc. Server

RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHARGE

below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification
		CHRYSLER PACIFIC	

DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
4.59 %	\$ 6830.23	\$ 46117.13	\$ 52947.36	\$ 61147.36

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	735.38	Monthly beginning 12/28/2018
N/A	N/A	N/A

Or As Follows: N/A

Late Charge. If payment is not received in full within 15 days after it is due, you will pay a late charge of 10 % of the part of the payment that is late, with a minimum charge of \$ 5.

Prepayment. If you pay early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price

A Cash Price of Motor Vehicle (including accessories, services, and taxes)	\$ 53597.13(A)
B Dealer Processing Charge (not required by law)	\$ 299.00(B)
C Freight Charge	\$ N/A(C)
D Other	\$ N/A(D)
To Whom Paid N/A	
E Other	\$ N/A(E)
To Whom Paid N/A	
Total Cash Price	\$ 53896.13(1)

2 Total Downpayment =

Trade-in 2004 VOLVO S60	
(Year) (Make) (Model)	
Gross Trade-In Allowance	\$ 2200.00
Less Pay Off Made By Seller	\$ N/A
Equals Net Trade In	\$ 2200.00
+ Cash	\$ 6000.00
+ Other N/A	\$ N/A
(If total downpayment is negative, enter "0" and see 41 below)	\$ 8200.00(2)
Unpaid Balance of Cash Price (1 minus 2)	\$ 45696.13(3)

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest is required is checked below.

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

Check the insurance you want and sign below: Optional Credit Insurance

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

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

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

Other Optional Insurance

☐ N/A N/A
Type of Insurance Term

Premium \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

☐ N/A N/A
Type of Insurance Term

Premium \$ N/A

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

3	Unpaid Balance of Cash Price (1 minus 2)	\$	45696.13	(3)
4	Other Charges Including Amounts Paid to Others on Your Behalf			
(Seller may keep part of these amounts):				
A	Cost of Optional Credit Insurance Paid to Insurance Company or Companies.			
	Life	\$	N/A	
	Disability	\$	N/A	\$ N/A
B	Vendor's Single Interest Insurance			
	Paid to Insurance Company	\$	90.00	
C	Other Optional Insurance Paid to Insurance Company or Companies	\$	N/A	
D	Official Fees Paid to Government Agencies	\$	N/A	
E	Government Taxes Not Included in Cash Price	\$	N/A	
F	Government License and/or Registration Fees			
	LIC/E-FILING/LIEN/TIRE	\$	231.00	
G	Government Certificate of Title Fees			
	(includes \$ N/A security interest recording fee)	\$	100.00	
H	Optional Gap Contract	\$	N/A	
I	Other Charges (Seller must identify who is paid and describe purpose)			
	to N/A for Prior Credit or Lease Balance	\$	N/A	
	to N/A for N/A	\$	N/A	
	to N/A for N/A	\$	N/A	
	to N/A for N/A	\$	N/A	
	to N/A for N/A	\$	N/A	
	to N/A for N/A	\$	N/A	
	to N/A for N/A	\$	N/A	
	to N/A for N/A	\$	N/A	
	to N/A for N/A	\$	N/A	
	to N/A for N/A	\$	N/A	
	Total Other Charges and Amounts Paid to Others on Your Behalf	\$	421.00	(4)
5	Amount Financed (3 + 4)	\$	46117.13	(5)

☒ **VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ 90.00 and is also shown in item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

Premium \$ N/A
Insurance Company Name N/A
N/A
Home Office Address N/A
N/A

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

I want the insurance checked above.

X N/A N/A
Buyer Signature Date
X N/A N/A
Co-Buyer Signature Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

Returned Check Charge: You agree to pay a charge of \$ 15.00 if any check you give us is dishonored on the second presentment.

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

Term N/A Mos.
N/A
Name of Gap Contract
I want to buy a gap contract.
Buyer Signs X N/A

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS N/A

G Government Certificate or Title Fees

(includes \$ N/A security interest recording fee) \$ 100.00

H Optional Gap Contract \$ N/A

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

to <u>N/A</u>	for Prior Credit or Lease Balance	\$ <u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u>	for <u>N/A</u>	\$ <u>N/A</u>

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 421.00 (4)

5 Amount Financed (3 + 4) \$ 46117.13 (5)

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

Returned Check Charge: You agree to pay a charge of \$ 15.00 if any check you give us is dishonored on the second presentment.

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

Term N/A Mos.
N/A

Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X N/A

☐ **VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ 90.00 and is also shown in item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A, Year N/A; SELLER'S INITIALS N/A

NO COOLING OFF PERIOD

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





Jeep

DODGE



TATE CHRYSLER FREDERICK, INC.
dba TATE CHRYSLER JEEP DODGE FREDERICK
5629 BUCKEYSTOWN PIKE
FREDERICK, MARYLAND 21704
(301) 663-6126

not go away
vehicle will not go into any gear First message said somethi
ng regarding charging system (Electrical)
VEHICLE RUNNING OK AT THIS TIME. POSSIBLE CHARGING ISSUE.
CHARGED VEHICLE AND RETURNED VEHICLE TO CUSTOMER

JOB # 1 TOTAL LABOR & PARTS 0.00

TOTALS-----

TATE CHRYSLER JEEP DODGE RAM OF FREDERICK WOULD
LIKE TO THANK YOU FOR DOING BUSINESS WITH US!!!

IF YOU RECIEVE A SURVEY VIA E-MAIL FROM CHRYSLER AND CAN NOT
ANSWER "COMPLETELY SATISFIED" TO ALL QUESTIONS, PLEASE
CONTACT THE SERVICE MANAGER AT 301-682-3027.

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

TOTAL INVOICE \$ 0.00

I HAVE RECEIVED A CLEAR EXPLANATION OF ALL REPAIRS AND
CHARGES.

*CASH CHECK#..... CHARGE..... *
*VISA/MC/DISCOVER..... AMEXP *

CUSTOMER SIGNATURE

DUPLICATE INVOICE

Parts & Service Hours:
 7:30 AM - 5:30 PM Monday through Friday
 8:00 AM - 5:00 PM Saturday
 10:00 AM - 5:00 PM Sunday

N.Y. STATE REG. REPAIR SHOP NO. 7090180

White Plains



"Committed to earning your trust"

70 Westchester Avenue
 WHITE PLAINS, NY 10601
 www.whiteplainschrysler.com

SERVICE
 (914) 946-3544
FAX
 (914) 946-2679
PARTS
 (914) 328-2227
SALES
 (914) 946-2600



LABOR & PARTS

J# 1 08CHZZ ELECTRICAL HOURS: 10.10 TECH(S):0411.8783
 Service charging system message displayed (ElectricalNon PCM
 Flashes Concern)
 NEED TRANSMISSIO UNIT AS PER TEST AND STAR CASE
 #101641803
 =PERFORMED DIAGNOSTIC TEST FOR P03AF-00 AFTER ROADTESTING
 CAR.P
 PERFOR TES WITH PIM CONNETOR CHECK CONTINUITY TO THE MODULE
 FOUND ALL WIRES GOOD AND WITH NORMAL RESISTANCE.
 SUMMIT INFORMATION TO STAR CENTER.
 STAR CENTER ADVISE TO REPLACED TRANSMISSION UNIT
 POWER DOWN HIGH VOLTAGE 4 TIMES AS PER TEST AND DIAGNOSTICS
 AND AS PER STAR CENTER SUGGESTED TESTING
 POWER DOWN SYSTEM TO REMOVED TRANSMISSION
 REMOVED AND REPLACED TRANSMISSION UNIT
 REMOVED RACK AND PINION AND FRAME ENGINE AND TRANSMISSION
 SUPPORT.
 TOP OFF TRANSMISSION AND COOLANT SYSTEM AND BLEED
 COOLANT SYSTEM WITH PUMP TEST PROCEDURE.
 PERFORMED HIGH VOLTAGE ISOLATION TEST 7.7 OHMS AND 8.1 OHMS
 RESET ALL VALUES FOR THE NEW TRANSMISSION.
 PERFORMED REPAIR VERIFICATION
 CHARGED HIGH VOLTAGE BATTERY AND 12 VOLTS BATTERY
 PERFORMED REPAIR VERIFICATION.

WARRANTY

WARRANTY INFORMATION

These repairs are covered by a Limited
 Warranty, Labor and Parts for 90 Days or
 4,000 Miles, whichever comes first.
 Warranty Repairs to be performed at
 Seller's place of business. Seller hereby
 limits implied warranties to the period
 stated.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	68490840-AA	.8MM PART 21002003	
JOB # 1	-1	68490840-AA	CORE RETURN	
JOB # 1	9	68382486-AA	BOLT HEX 09004001	
JOB # 1	2	68163849-AB	ANTIFREEZ 01081004	

JOB # 1 TOTAL PARTS

WARRANTY
 WARRANTY
 WARRANTY
 WARRANTY

JOB # 1 TOTAL LABOR & PARTS

0.00

J# 2 18CHZ-GENERAL1 GENERAL CONCERN HOURS: TECH(S):0411
 Vehicle stopped and shut down (General Concern 1)
 RELATED TO LINE 1

0.00

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

JOB # 2 TOTAL PARTS

0.00

JOB # 2 TOTAL LABOR & PARTS

0.00

J# 3 90CHZ9090MPI MULTIPOINT INSPECTIO HOURS: 0.00 TECH(S):0411

0.00

CUSTOMER REQUESTS 16 POINT CHECK
 INCLUDES: INSPECTION OF THE FOLLOWING ITEMS:
 <>TIRES/TIRE PRESSURE<>WINDSHIELD WIPERS<>EXTERIOR LAMPS
 <>COOLING SYSTEM MIXTURE/LEAKS<>AIR FILTER<>FLUID LEVELS
 <>BELTS/HOSES
 ?

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

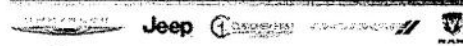
JOB # 3 TOTAL PARTS

0.00

Parts & Service Hours:
7:30 AM - 5:30 PM Monday through Friday
8:00 AM - 5:00 PM Saturday
10:00 AM - 5:00 PM Sunday

N.Y. STATE REG. REPAIR SHOP NO. 7090180

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PARTS
(914) 328-2227
SALES
(914) 946-2600



89

J# 4+35CHZ-RECALL2 RECALL HOURS: 1.20 TECH(S):0411 WARRANTY

Added Operation (CHRISTOPHER @ 01/28/2020 13:11)

CUSTOMER REQUESTS RECALL#

VE2

Safety Recall VE2 Rear View Camera

RADIO #22.5 TO 28.4

Website for Radio UAV (One Time Only) 18-VE-21-86 0.7 hours

Perform Software Update for Radio UAV 18-VE-21-87 0.5 hour

These repairs are covered by a Limited Warranty, Labor and Parts for 90 Days or 4,000 Miles, whichever comes first. Warranty Repairs to be performed at Seller's place of business. Seller hereby limits implied warranties to the period stated.

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 \$148.00 (+TAX)

COMMENTS-----
TAG NUMBER IS 8837
21000638 7.1
08000101 0.3
07FF0150 0.2
85410000 2.5

TECHNICIAN CERTIFICATION-----	
0411	JOSE SUAZO
337	JOSEPH CAVALIERE
12Y4	281N

TOTALS-----

Parts identified as "NON-OEM" are not covered under the manufacturer's warranty. They are covered under their own separate warranty.

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

TOTAL INVOICE \$ 0.00

CUSTOMER SIGNATURE

DUPLICATE INVOICE





Accel.
G
Brake
18495 mi

0 MPH <1%

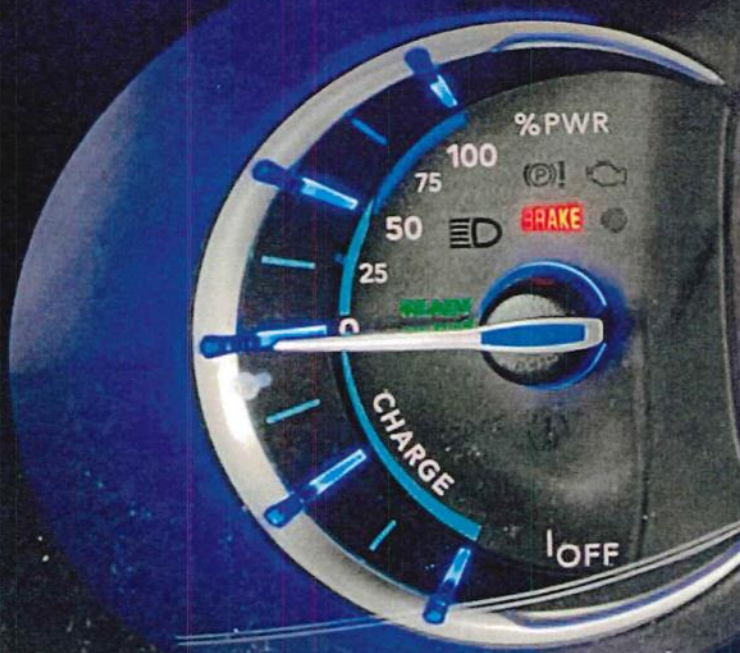


Service Charging System

P

0 mi
Range
393 mi
393 mi





0 MPH 100%

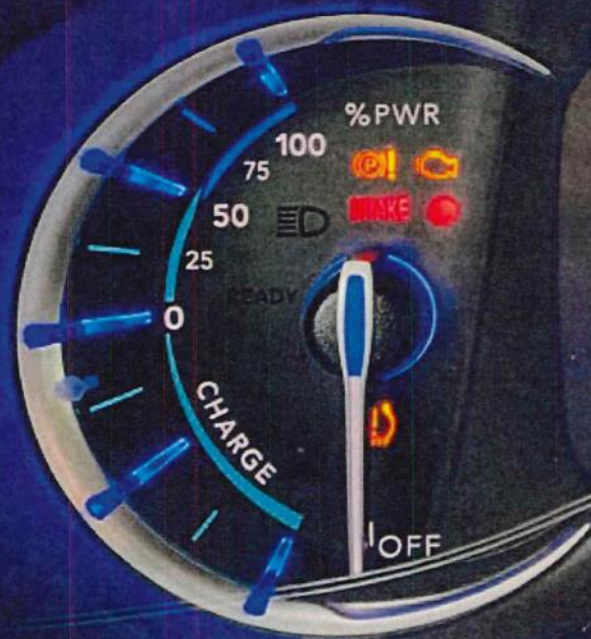
Accel.

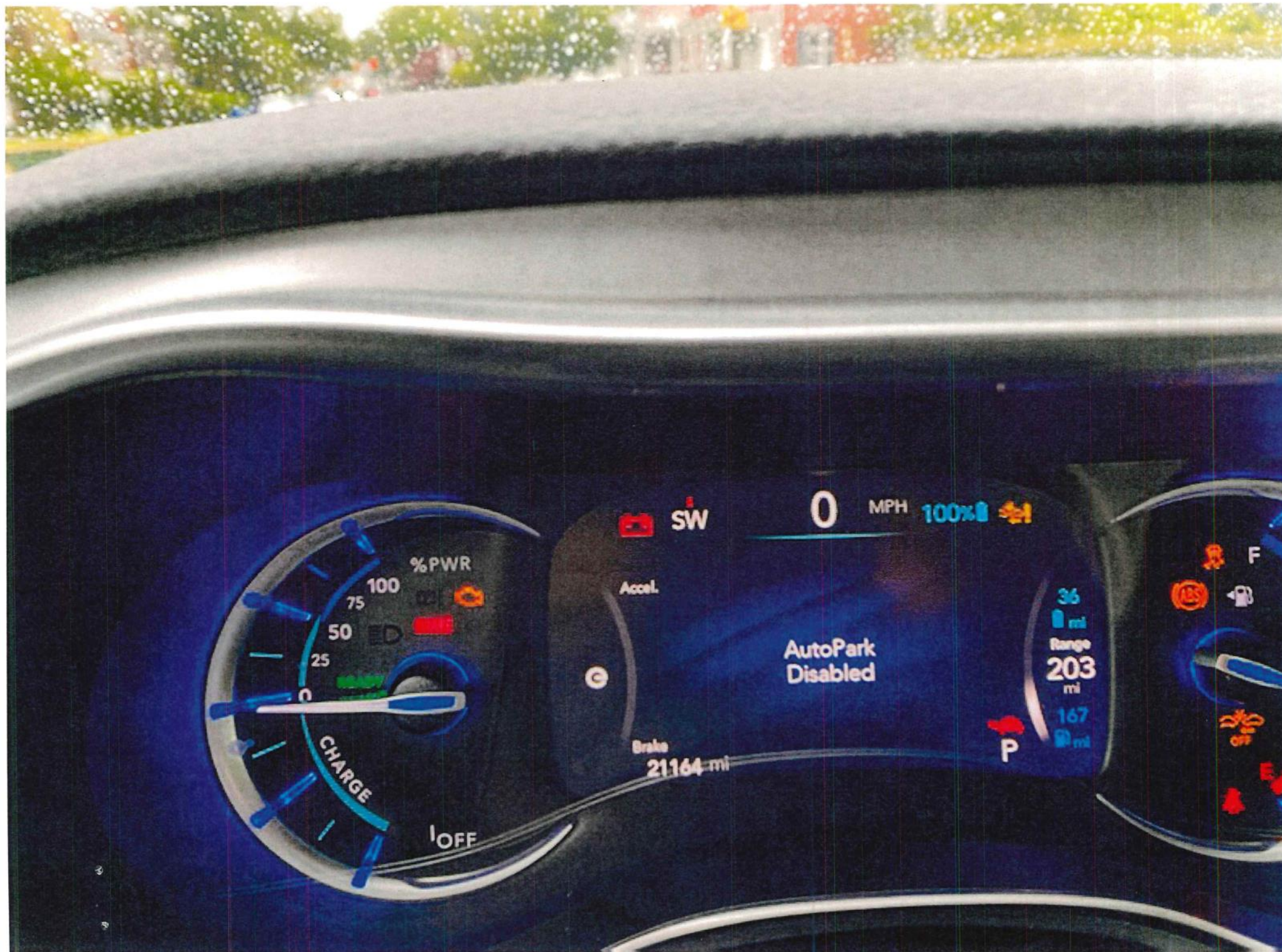
Vehicle Speed May Be Limited

Brake 21164 mi

P

37 mi
Range
201 mi
164 mi





The remaining pages and data associated with this submission are voluminous or pose a high risk of Personal Identifiable Information (PII) exposure. As such, consumers can request the entire file upon request to the Office of Defects Investigation's Consumer Engagement Division at NHTSA.ODI.CED@dot.gov.

Align top of FedEx Express® shipping label here.

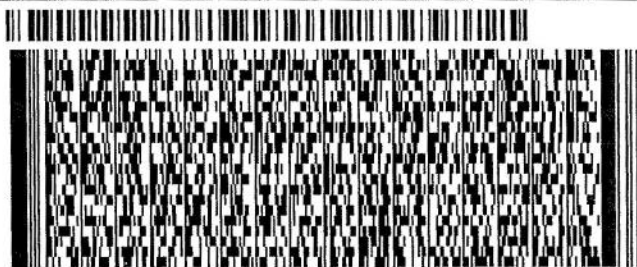
TO FCA US LLC
WARRANTY LITIGATION DEPARTMENT
1000 CHRYSLER DRIVE
CIMS 485-13-62
AUBURN HILLS MI 48326

(215) 540-8888

REF:

DEPT:

INV:
PO:



FedEx
Express



J201120042401uv

FedEx Ship Manager - Print Your Label(s)

WED - 08 JUL 3:00P

STANDARD OVERNIGHT

TRK#
0201

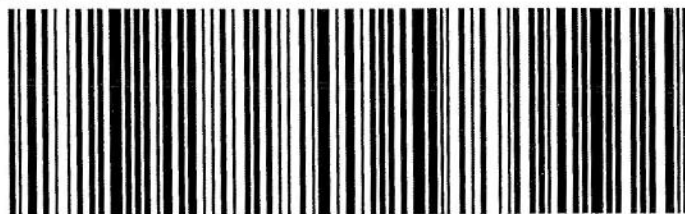
7708 7532 1790

XX MTCA

48326

MI-US

FNT



7/6/2020

Hand-stick airbill or pouch here