

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



National Center for Dispute Settlement

12400 Coit Road, Suite 1230

Dallas, TX 75251

(800) 777-8119

(972) 807-3907

Fax: (972) 807-9919

June 13, 2022

Madelyn Pyne
3100 N. Elm St. 14T
Greensboro, NC 27401

RE: CASE # 66225016NC VIN# 2C4RC1S77NR123144

Dear Parties:

The above referenced case has been placed on the agenda for review of the Board's meeting on **July 19, 2022**, based solely on documents. If either party has any further documentation, including ALL SERVICE RECORDS, it must be received by NCDS no later than **July 5, 2022**, 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



Kelsey Hoover
Case Administrator
khoover@ncdsusa.org
(972) 972-8389

cc: Board Members



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June 13, 2022

Madelyn Pyne
3100 N. Elm St. 14T
Greensboro, NC 27401

RE: CASE # 66225016NC

Dear Madelyn Pyne:

This letter confirms that you decided to have your dispute decided through the National Center for Dispute Settlement ("NCDS") documents only process. Accordingly, NCDS has assigned an arbitration panel, will advise you of the final document submission deadline, and the date that the board will review the dispute shortly.

You should be familiar with the law and forward any additional relevant evidence, including ALL SERVICE REPAIR RECORDS, to NCDS by the final document submission deadline.

NCDS 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 NCDS Case Administrator at the phone number and/or email noted below their signature.

Sincerely,

NCDS



Kelsey Hoover
Case Administrator
khoover@ncdsusa.org
(972) 972-8389

cc: Manufacturer
Board Members



June 13, 2022

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[REDACTED]

[REDACTED]

[REDACTED]

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

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

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

Sincerely,

[REDACTED]

[REDACTED]

[REDACTED]

Enclosures: as noted

cc: Customer Relations Manager, FCA US LLC

NCDS Claim Form

**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 NCDS Dispute Settlement Program?

Other (Email)

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

VIN

[REDACTED]

Year Make Model

2022 Chrysler Pacifica

Owner/Representative Information

Owner Name

[REDACTED]

Owner/Representative Contact Information

Address

[REDACTED]
[REDACTED]

Primary Phone

[REDACTED]

☐ [REDACTED]

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?

New

Which state was the vehicle leased or purchased?

NC

Which state is the vehicle currently registered?

NC

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

[REDACTED]

[REDACTED]

2/13/22 12:00 PM

Current Mileage

4092

Selling Dealer and Address

Crown Chrysler Dodge Jeep

[REDACTED]

Primary Servicing Dealer

Crown Chrysler Dodge Jeep

Greensboro, NC

Issues

Primary Issue

Transmission & Drive Shaft -- Improper Shift

Does the issue still exist? Yes

How many repair attempts have there been for this Concern? 3

Do you consider this a Serious Safety Concern? Yes

Repair History:

<No Repair History Provided>

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?** 3**How many Business Days have you been without your vehicle because the vehicle has been at the dealership for service for ALL Concerns?** 20**Description of Complaint***Please provide a narrative which describes the problem(s) or concern(s) you are having with your vehicle.*

transmission

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

transmission

Vehicle Impairment*In your opinion, the concern(s) listed above represent a defect(s) that create a substantial impairment to the vehicle:***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

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.

Entered by NCDS Case Administrator

Attachments

Move Unprocessed Attachments To Case

<

>

Name

Processed

New Customer Claim Form: Request for Arbitration

info to eClaims

06/10/2022 05:04 PM

Customer Claim Form : Liz on Vacation

Hello,

Please find my attached application for a request to initiate arbitration with Chrysler. I have been trying for several months to get assistance with this from their FCA Customer Care but to no avail.

I have also attached a formal demand letter I sent them months ago as well as a note which details specific follow up attempts I have made with them in order to continue with my request for Arbitration.

Please review and let me know if you need anything further from me in order to proceed.

for your assistance with this matter. image0.jpeg image1.jpeg

Description of Concern: Car is a lemon under NC
Lemon Law. Dealer replaced transmission
but we asked Chrysler for refund as
entitled to pursuant to NC's Lemon Law.

April 15, 2022

FCA US LLC
Customer Center
P.O. Box 21-8004
Auburn Hills, MI 48321-8004

Dear Manufacturer,

I believe that my vehicle is a "lemon" under North Carolina's lemon law. I am hereby making a written demand for a refund because the vehicle does not conform to the warranty.

I purchased a 2022 Chrysler Pacifica Hybrid, VIN # [REDACTED] on February 13, 2022 from Crown Chrysler Jeep Dodge's Dealership (the Dealership) in Greensboro North Carolina. Since buying the vehicle, I have had to return it to the dealership a total of three (3) times. As of the date of this letter, the vehicle has been out of service for repairs a total of 20 business days (and still counting).

The vehicle has been at the Dealership on the following dates for the same defect/issue - stalling and turning off in the middle of intersections:

2/17/22 - 2/23/22
3/28/22 - 3/31/22
4/1/22 - present

On each occasion above, the vehicle stalled and turned off in the middle of intersections. Each time the vehicle was serviced at the Dealership, I was told the problem was corrected yet it persisted. As of the date of this letter, I was advised the vehicle needs a completely new transmission but cannot be told when it will be ready.

On March 31, 2022 I called FCA Customer Care to request a buyback of the vehicle - Case # 82423448. On April 1, 2022 I was advised that my request for a buyback was denied, but I could not be told why. That same day, I informed FCA Customer Care that I wanted to resubmit my request for a buyback as the car had stalled and turned off again that morning in the middle of the intersection, and that I would be taking the car to the Dealership again.

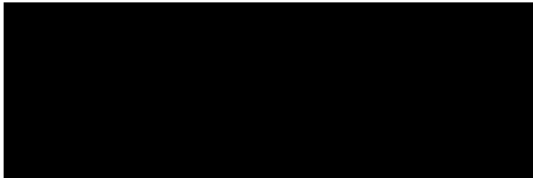
On April 12, 2022 I called FCA Customer Care as I had not heard anything from them. I was not able to get a hold of my case manager and they did not let me leave a message. I was informed

Step 1: [REDACTED]
As such, on April 14, 2022 I submitted a complaint with North Carolina's Department of Justice, Consumer Protection Agency for Chrysler's failure to accept my buy back request. I have also mailed the self-addressed "Notification to FCA US LLC Customer Center" that was included in the warranty along with this letter.

As of the date of this letter, the vehicle has been out of service for 20 cumulative business days in only 2 months. In accordance with North Carolina's Lemon Law, also known as the New Motor Vehicle Warranties Act (N.C.G.S. 20-351), the vehicle is a lemon and I am entitled to choose a comparable replacement or refund. Respectfully, I choose the refund option.

[REDACTED] with any questions and thank you for your attention to this matter.

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Service of Process Transmittal Summary**RE:** Process Served in California**FOR:** FCA US LLC (Domestic State: DE)**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:****TITLE OF ACTION:****DOCUMENT(S) SERVED:**

Summons, Complaint, Cover Sheet, Attachment(s)

COURT/AGENCY:**NATURE OF ACTION:**Product Liability Litigation - Lemon Law - 2021 Chrysler Pacifica, VIN:
[REDACTED]**PROCESS SERVED ON:**

C T Corporation System, GLENDALE, CA

DATE/METHOD OF SERVICE:

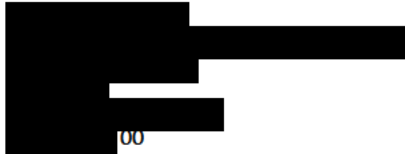
By Process Server on 08/23/2022 at 02:08

JURISDICTION SERVED:

California

APPEARANCE OR ANSWER DUE:

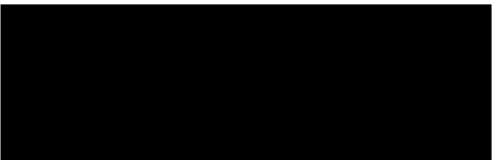
Within 30 days after service

ATTORNEY(S)/SENDER(S):**ACTION ITEMS:**CT has retained the current log, Retain Date: 08/24/2022, Expected Purge Date:
08/29/2022Image SOP
[REDACTED]**REGISTERED AGENT CONTACT:**

08/23/2022

CT [REDACTED] [REDACTED] [REDACTED]

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

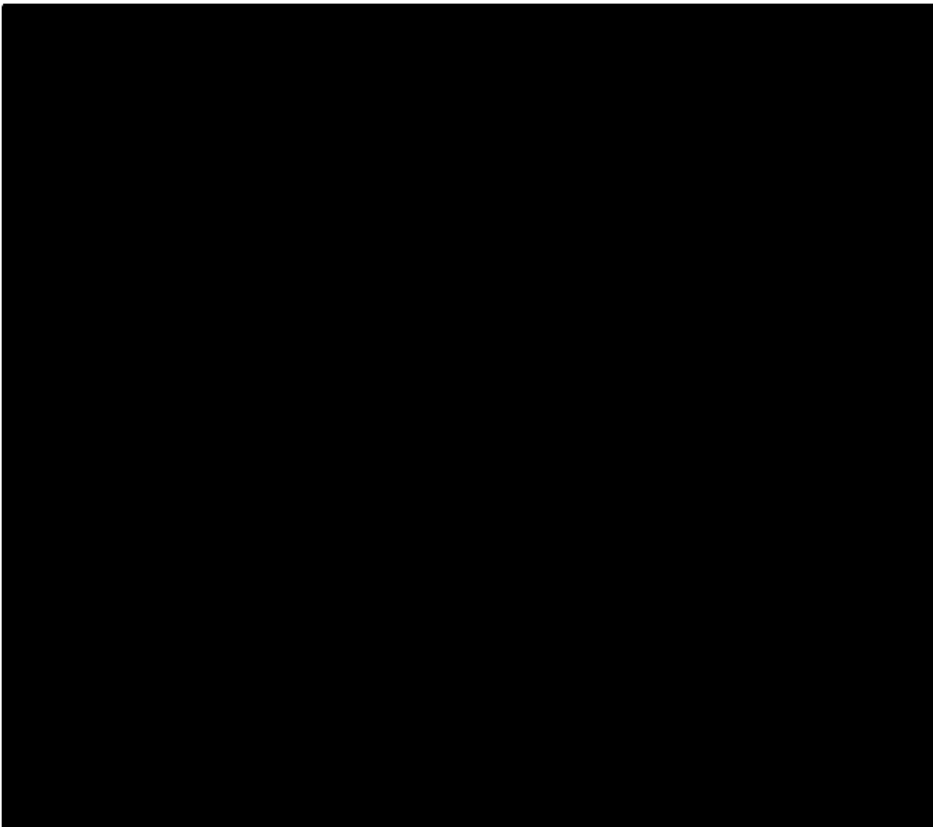


PROCESS SERVER DELIVERY DETAILS

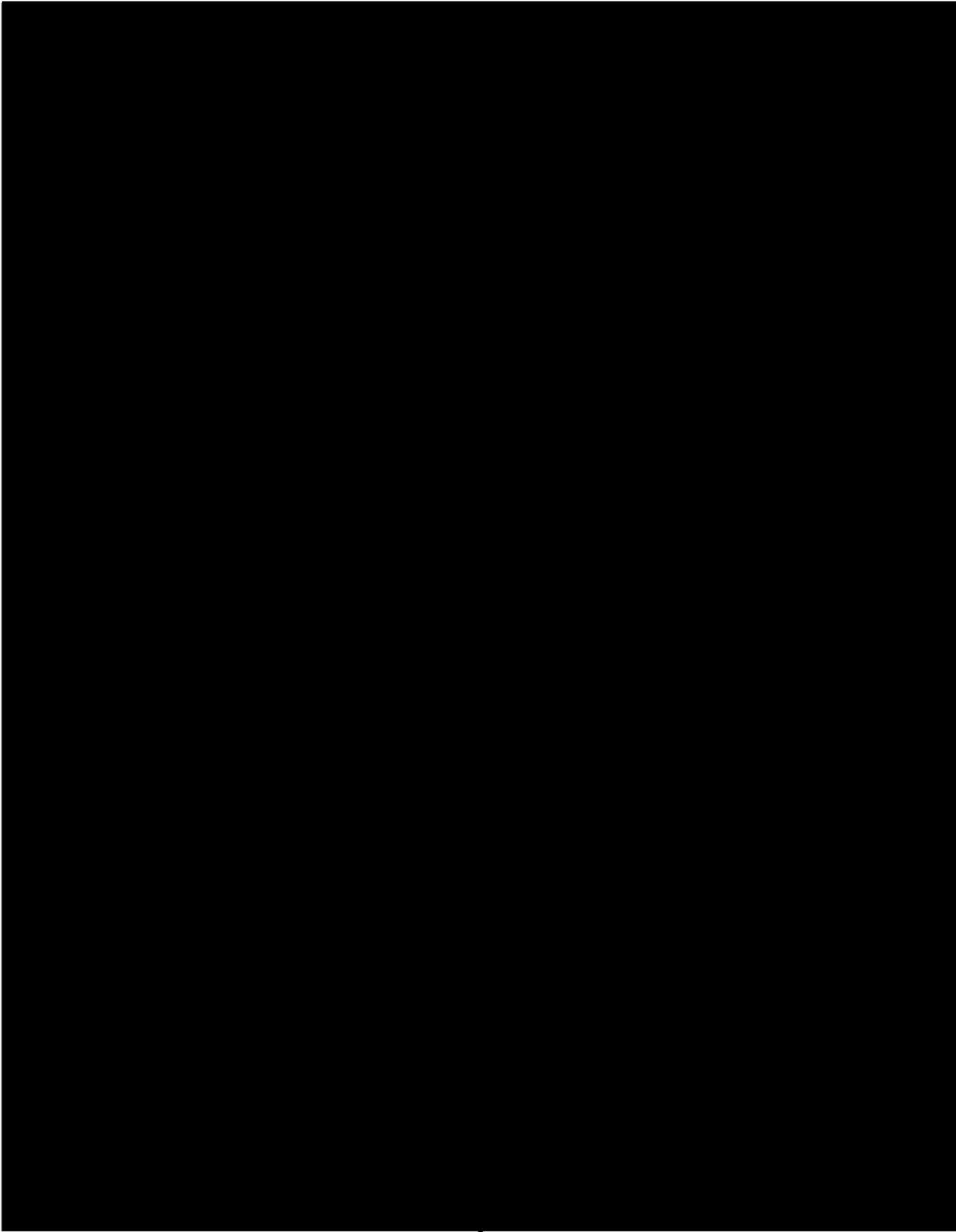
Date: Tue, Aug 23, 20[REDACTED]
Server Name: [REDACTED]

Entity Served	FCA US LLC
Case Number	[REDACTED]
Jurisdiction	CA

Inserts		



COMPLAINT



1 provide compensation if there was a failure in such utility or performance.

2 18. The Subject Vehicle was delivered to Plaintiffs with serious defects and
3 nonconformities to warranty and developed other serious defects and nonconformities to warranty
4 including, but not limited to, powertrain system defects, engine defects, transmission system defects,
5 engine electronics system defects, electronics defects, recalls, and other serious nonconformities to
6 warranty.

7 19. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil
8 Code sections 1790 *et seq.* the vehicle constitutes "consumer goods" used primarily for family or
9 household purposes, and Plaintiffs have used the Subject Vehicle primarily for those purposes.

10 20. Plaintiffs are the "buyer" of consumer goods under the Act.

11 21. Defendant FCA US LLC is a "manufacturer" and/or "distributor" under the Act.

12 22. The foregoing defects and nonconformities to warranty manifested themselves in the
13 Subject Vehicle within the applicable express warranty period. The nonconformities substantially
14 impair the use, value and/or safety of the vehicle.

15 23. Plaintiffs delivered the vehicle to an authorized FCA US LLC repair facility for repair
16 of the nonconformities.

17 24. Defendant was unable to conform Plaintiffs' vehicle to the applicable express after a
18 reasonable number of repair attempts.

19 25. Notwithstanding Plaintiffs' entitlement, Defendant FCA US LLC has failed to either
20 promptly replace the new motor vehicle or to promptly make restitution in accordance with the Song-
21 Beverly Act.

22 26. By failure of Defendant to remedy the defects as alleged above, or to issue a refund
23 or replacement vehicle, Defendant is in breach of its obligations under the Song-Beverly Act.

24 27. Under the Act, Plaintiffs are entitled to reimbursement of the price paid for the
25 vehicle less that amount directly attributable to use by the Plaintiffs prior to the first presentation of
26 the nonconformities.

27 28. Plaintiffs are entitled to all incidental, consequential, and general damages resulting
28 from Defendant's failure to comply with its obligations under the Song-Beverly Act.

1 29. Plaintiffs are entitled under the Song-Beverly Act to recover as part of the judgment
2 a sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably
3 incurred in connection with the commencement and prosecution of this action.

4 30. Because Defendant willfully violated the Song-Beverly Act, Plaintiffs are entitled in
5 addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages
6 for FCA US LLC's willful failure to comply with its responsibilities under the Act.

7 **SECOND CAUSE OF ACTION**

8 **Violation of the Song-Beverly Act – Breach of Implied Warranty**

9 31. Plaintiffs incorporate herein by reference each and every allegation contained in the
10 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

11 32. FCA US LLC and its authorized dealership at which Plaintiffs purchased the Subject
12 Vehicle had reason to know the purpose of the Subject Vehicle at the time of sale of the Subject
13 Vehicle. The sale of the Subject Vehicle was accompanied by implied warranties provided for under
14 the law.

15 33. Among other warranties, the sale of the Subject Vehicle was accompanied by an
16 implied warranty that the Subject Vehicle was merchantable pursuant to Civil Code section 1792.

17 34. The Subject Vehicle was not fit for the ordinary purpose for which such goods are
18 used because it was equipped with one or more defective vehicle systems/components.

19 35. The Subject Vehicle did not measure up to the promises or facts stated on the
20 container or label because it was equipped with one or more defective vehicle systems/components.

21 36. The Subject Vehicle was not of the same quality as those generally acceptable in the
22 trade because it was sold with one or more defective vehicle systems/components which manifest as
23 the powertrain system defects, engine defects, transmission system defects, engine electronics
24 system defects, electronics defects, recalls, and other serious nonconformities to warranty.

25 37. Upon information and belief, the defective vehicle systems and components were
26 present at the time of sale of the Subject Vehicle; thus, extending the duration of any implied
27 warranty under *Mexia v. Rinker Boat Co., Inc.* (2009) 174 Cal.App.4th 1297, 1304–1305 and other
28 applicable laws.

1 38. Plaintiffs are entitled to justifiably revoke acceptance of the Subject Vehicle under
2 Civil Code, section 1794, *et seq.*

3 39. Plaintiffs hereby revoke acceptance of the Subject Vehicle.

4 40. Plaintiffs are entitled to replacement or reimbursement pursuant to Civil Code,
5 section 1794, *et seq.*

6 41. Plaintiffs are entitled to rescission of the contract pursuant to Civil Code, section
7 1794, *et seq.* and Commercial Code, section 2711.

8 42. Plaintiffs are entitled to recover any incidental, consequential, and/or "cover"
9 damages under Commercial Code, sections 2711, 2712, and Civil Code, section 1794, *et seq.*

10 **THIRD CAUSE OF ACTION**

11 **Violation of the Song-Beverly Act Section 1793.2(b)**

12 43. Plaintiffs incorporate herein by reference each and every allegation contained in the
13 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

14 44. Pursuant to Civil Code, section 1793.2, subdivision (a) a manufacturer that sells
15 consumer goods in California, for which it has made an express warranty, shall maintain service and
16 repair facilities or designate and authorize independent service and repair facilities to carry out the
17 terms of those warranties.

18 45. Pursuant to Civil Code, section 1793.2, subdivision (b), when service and repair of
19 goods is necessary because they do not conform with the applicable express warranties, service and
20 repair shall be commenced within a reasonable time by the manufacturer or its representative.

21 46. Civil Code, section 1793.2, subdivision (b) further states that goods shall be serviced
22 or repaired so as to conform to the applicable warranties within 30 days and/or within a reasonable
23 time.

24 47. The sale of the Subject Vehicle was accompanied by express warranties, including a
25 warranty guaranteeing that the Subject Vehicle was safe to drive and not equipped with defective
26 parts, including the electrical system.

27 48. Plaintiffs delivered the Subject Vehicle to FCA US LLC's authorized service
28 representatives on multiple occasions. The Subject Vehicle was delivered for repairs of defects,

1 which amount to a nonconformities to the express warranties that accompanied the sale of the
2 Subject Vehicle.

3 49. Defendant's authorized facilities did not conform the Subject Vehicle to warranty
4 within 30-days and/or commence repairs within a reasonable time and FCA US LLC has failed to
5 tender the Subject Vehicle back to Plaintiffs in conformance with its warranties within the
6 timeframes set forth in Civil Code section 1793.2(b).

7 50. Plaintiffs are entitled to justifiably revoke acceptance of the Subject Vehicle under
8 Civil Code, section 1794, *et seq*;

9 51. Plaintiffs hereby revoke acceptance of the Subject Vehicle.

10 52. Plaintiffs are entitled to replacement or reimbursement pursuant to Civil Code,
11 section 1794, *et seq*.

12 53. Plaintiffs are entitled to rescission of the contract pursuant to Civil Code section 1794,
13 *et seq*. and Commercial Code, section 2711.

14 54. Plaintiffs are entitled to recover any "cover" damages under Commercial Code
15 sections 2711, 2712, and Civil Code, section 1794, *et seq*.

16 55. Plaintiffs are entitled to recover all incidental and consequential damages pursuant to
17 1794 *et seq* and Commercial Code sections, 2711, 2712, and 2713 *et seq*.

18 56. Plaintiffs are entitled in addition to the amounts recovered, a civil penalty of up to
19 two times the amount of actual damages in that FCA US LLC has willfully failed to comply with its
20 responsibilities under the Act.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs prays for judgment against Defendants, as follows:

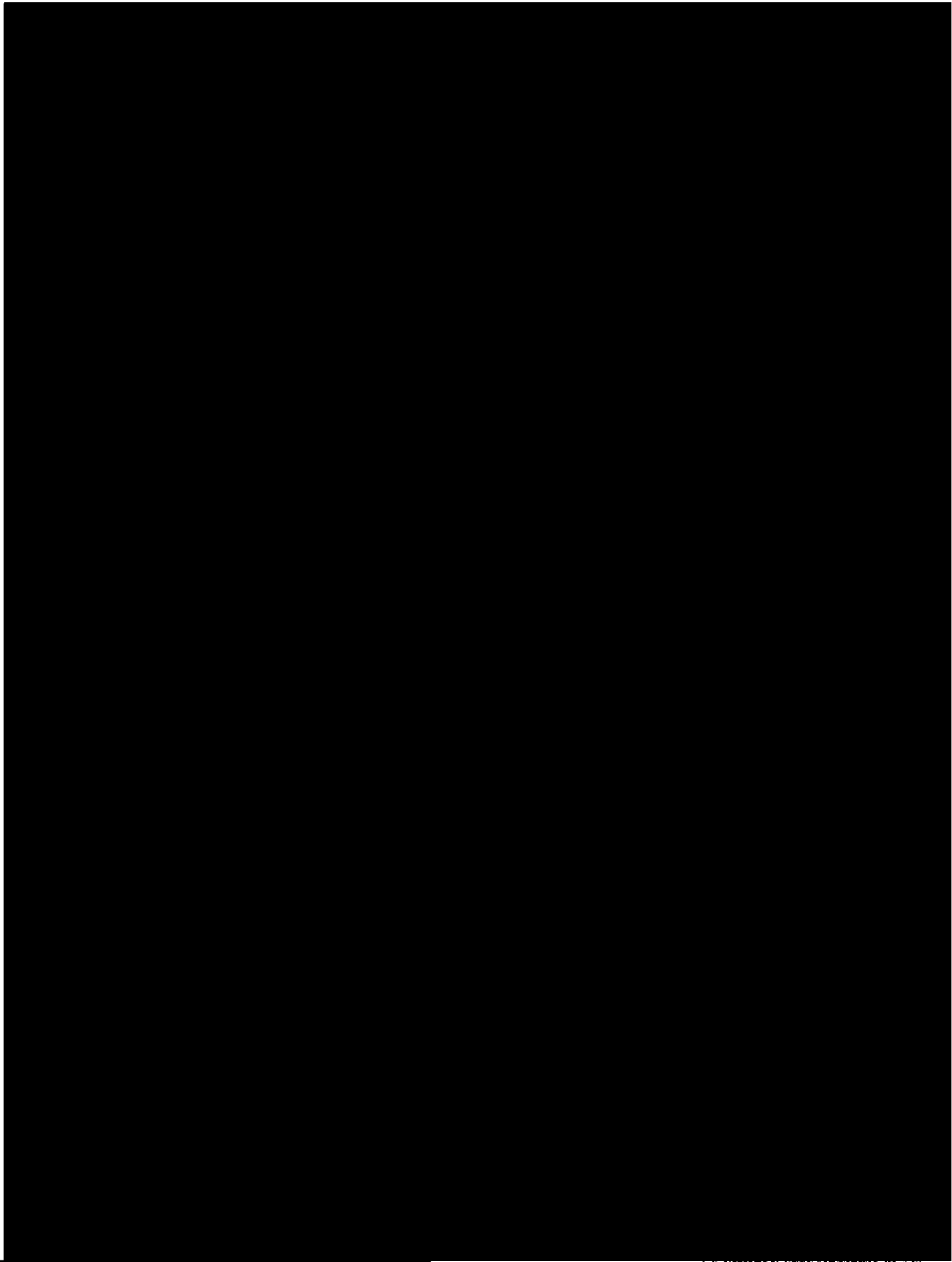
- 23 1. For general, special and actual damages according to proof at trial;
- 24 2. For rescission of the purchase contract and restitution of all monies expended;
- 25 3. For diminution in value;
- 26 4. For incidental and consequential damages according to proof at trial;
- 27 5. For civil penalty in the amount of two times Plaintiffs' actual damages;
- 28 6. For prejudgment interest at the legal rate;

7. For reasonable attorney's fees and costs and expenses of suit; and

8. For such other and further relief as the Court deems just and proper under the circumstances.

Dated: July 27, 2022

_____, hereby
demand trial by jury in this action.



INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2-30 and 3-220 of the California Rules of Court.

To Parties in Rule 3-740 Collections Cases. A "collections case" under rule 3-740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3-740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3-740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3-740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3-400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (not asbestos or toxic/environmental) (24)
Medical Malpractice (45)
Medical Malpractice—
Physician's & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (not medical or legal)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (not unlawful detainer or wrongful eviction)
Contract/Warranty Breach—Seller
Plaintiff (not fraud or negligence)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller/Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (not provisionally complex) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

Asset Forfeiture (05)
Petition Re Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3-400–3-403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (non-domestic relations)
Sister State Judgment
Administrative Agency Award (not unpaid taxes)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

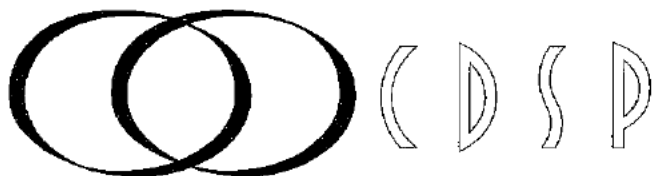
Miscellaneous Civil Complaint

RICO (27)
Other Complaint (not specified above) (42)
Declaratory Relief Only
Injunctive Relief Only (non-harassment)
Mechanics Lien
Other Commercial Complaint Case (non-tort/non-complex)
Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (not specified above) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

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Administered by NCDS

California Dispute Settlement Program

12900 Hall Road • Suite 401

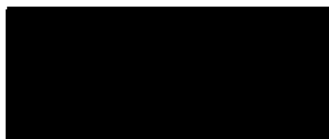
Sterling Heights, MI 48313

(800) 777-8119

(586) 226-2470

Fax: (586) 226-2559

August 29, 2019



FCA US LLC f/k/a Chrysler Group LLC
71
26001 Lawrence Avenue
Center Line, MI 48015

RE:



Dear Parties:

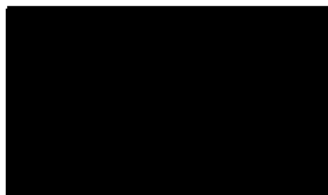
The above referenced case has been placed on the agenda for review of the Board's meeting on 10/03/2019, based solely on documents. If a decision is not rendered at this meeting, your case will be placed on the agenda for their following meeting.

If either party has any further documentation, including ALL SERVICE RECORDS, it must be received by CDSP at the above address no later than 09/19/2019, in order to be considered by the Board.

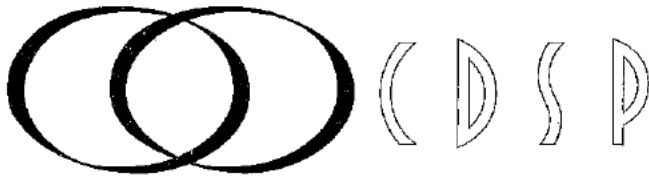
Finally, the Board may decide to have your vehicle inspected by an ASE Independent Technical Inspector, if so, he will be contacting you shortly to arrange for the inspection. In the event the Customer does not want the vehicle inspected, please put into writing to CDSP the specific reasons why within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

Sincerely,

CDSP



cc: Board Members



Administered by NCDS

August 29, 2019

California Dispute Settlement Program

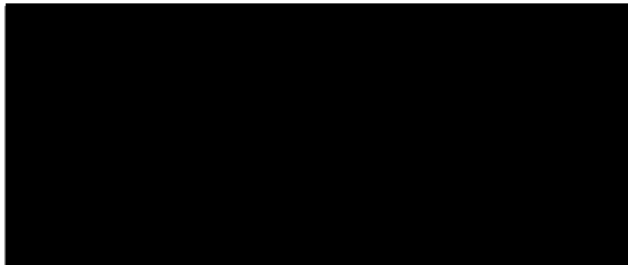
12900 Hall Road • Suite 401

Sterling Heights, MI 48313

(800) 777-8119

(586) 226-2470

Fax: (586) 226-2559

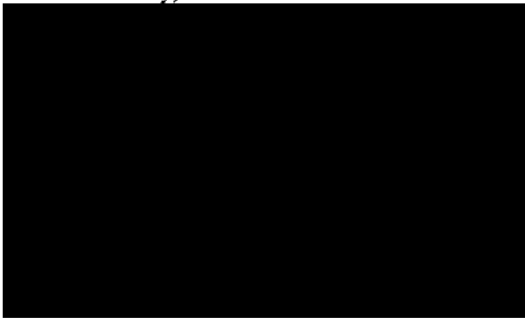


This letter confirms that you have selected the EDS process administered by the California Dispute Settlement Program. (CDSP). Accordingly, we have assigned your case to a regional three member Board which will review their documents, as well as those submitted by FCA US LLC (Chrysler), and the dealer, at its next scheduled hearing.

Enclosed are the "Rules & Procedures for the California Dispute Settlement Program." Please review them carefully so that you are familiar with the process. While the process is not a "Lemon Law" proceeding, the Board will consider the State "Lemon Law" in reviewing and deciding your claims. You should be familiar with that law and be prepared to present relevant evidence, including ALL SERVICE REPAIR RECORDS, to the Board prior to their meeting.

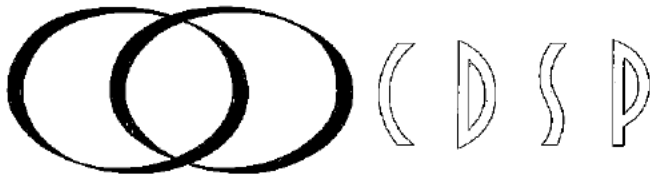
You may be contacted by CDSP prior to the hearing date in an attempt to help you and FCA US LLC (Chrysler) reach a voluntary agreement to resolve your dispute. Your cooperation in this mediation process is strictly voluntary, but may prove to be beneficial in resolving your dispute. Your cooperation in this mediation process will not, in any event, preclude you from exercising their rights under the process. CDSP will be responsible for monitoring the progress of this case and will be happy to answer any questions you may have about the process.

Sincerely,



Enclosure: as noted

cc: Customer Relations Manager, FCA US LLC
Premier Chrysler Dodge Jeep Ram Of Tracy



Administered by NCDS

August 29, 2019

California Dispute Settlement Program

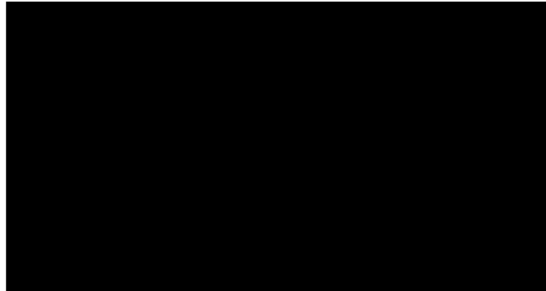
12900 Hall Road • Suite 401

Sterling Heights, MI 48313

(800) 777-8119

(586) 226-2470

Fax: (586) 226-2559



Your request for arbitration has been received. Your claim appears to meet the California Dispute Settlement Program parameters for eligibility and has been assigned the case number shown above. This process is regulated by the Federal Trade Commission (FTC) under the Magnuson-Moss Warranty Act and California law, which provides for the expedient resolution of Customer complaints. Under federal law, the California Dispute Settlement Program (CDSP) is required to close your case within forty (40) days of the date on this letter.

Enclosed are the "California Dispute Settlement Program Hearing Process Rules." Please review them carefully so that you are familiar with the process. You have the option of having an oral hearing (in person or via teleconference) or a "documents only" process (please see enclosed hearing process rules). If you choose to make an oral presentation and do not appear at the scheduled hearing, FCA will still be entitled to make their presentation. If you do not want to make an oral presentation, your dispute will be decided on the basis of the documents submitted by all parties. You do not need to be present at a "documents only" decision process.

Should you choose an oral hearing, a CDSP Case Administrator will be contacting you with the date, time and location of the hearing. Please be sure to inform the CDSP Case Administrator of your preferences at the time of scheduling; in the alternative, you may fax the attached "Hearing Process Selection" form to CDSP at (586) 226-2559. The form must be received within seven (7) days of the date of this letter.

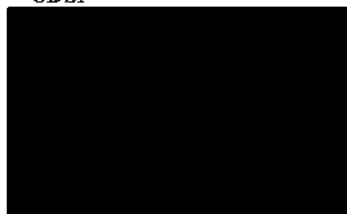
A CDSP Mediation Specialist may also contact you prior to the hearing date in an effort to help you and FCA reach voluntary agreements to resolve your dispute. If you agree to a mediated settlement, the terms of the agreement will be put in writing and you will be asked to sign the mediation Settlement Agreement. Your case will then be closed after verification of performance.

If you do not agree to any settlement offer, your dispute will be decided at your scheduled oral hearing or document review. You will receive a written decision by the Arbitrator(s) within ten (10) days after the oral hearing or document review. You may either accept or reject the decision. If you accept the decision, FCA will comply with the decision within thirty (30) days. If you reject the decision, your case will be closed and you may pursue any other legal remedies available to you.

If you have not done so already, please provide us with copies of all relevant repair orders, as well as a copy of your title, current registration or bill of sale or lease contract. Your participation in the CDSP does not relieve you of any obligation you have with the lender or leasing agent. CDSP will be responsible for monitoring the progress of this case and will be happy to answer any questions you may have about the arbitration process. You may call CDSP toll free at 888-300-6237.

Sincerely,

CDSP



Enclosures: as noted

cc: 71

Where interests converge, agreements emerge



California Dispute Settlement Program

12900 Hall Road, Suite 401

Sterling Heights, MI 48313

(800) 777-8119

(586) 226-2470

Fax: (586) 226-2559

August 29, 2019

FCA US LLC f/k/a Chrysler Group LLC

71

26001 Lawrence Avenue

Center Line, MI 48015



Dear Manufacturer:

Please complete a Manufacturer's Response Form and forward a copy to the California Dispute Settlement Program (CDSP) within ten (10) days from the date on this letter in order for it to be considered during the decision making process.

Enclosed are the "Rules and Procedures for the Informal Resolution of Automobile Warranty Disputes." Please review them carefully so that you are familiar with the process.

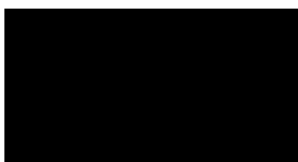
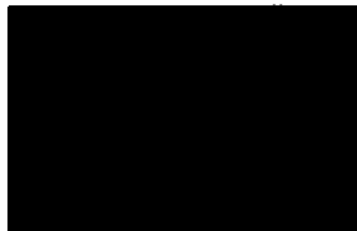
It is essential to the decision making process that all available information concerning each case be provided to the decision maker.

As with any hearing, lack of participation by a concerned party deprives the process of information on which a reasoned decision can be made.

Thank you for your participation in the process.

Sincerely,

CDSP



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

VIN**Year Make Model**

2019 Chrysler Pacifica

Owner/Representative Information

Owner Name**Owner/Representative Contact Information****Address**☒ 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?

CA

Which state is the vehicle currently registered?

CA

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

3/23/19 12:00 PM

Current Mileage

5000

Selling Dealer and Address

Premier Chrysler Dodge Jeep Ram of Tracy

Tracy, CA

Primary Servicing Dealer

Premier Chrysler Dodge Jeep Ram of Tracy

Tracy, CA

Issues

Primary Issue

Battery -- Won't Hold Charge

Does the issue still exist? Yes

Repair History:

Repair Date	Dealership	Repair Order Number	Mileage
7/22/19 12:00	Premier Chrysler Dodge Jeep Ram of	36548	5000

Repair Date	Dealership	Repair Order Number	Mileage
PM	Tracy		

Additional Issues**Description of Complaint**

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

Vehicle won't start. Service department said hybrid battery needs to be replaced. No battery in stock. Only one vendor and Chrysler has no idea when they will get one in stock. Been at dealer since July 22nd.

Been in contact with dealer and manufacturer. Was told to just keep waiting.

Specific Arbitration Defect(s)

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

Vehicle won't start.

Vehicle Impairment

In your opinion, the concern(s) listed above represent a defect(s) that create a substantial impairment to the vehicle:

Use

Resolution**Resolution Sought**

Repair, Repurchase, Replacement

Hearing Type requested

Documents Only Hearing

Are you represented by an attorney?

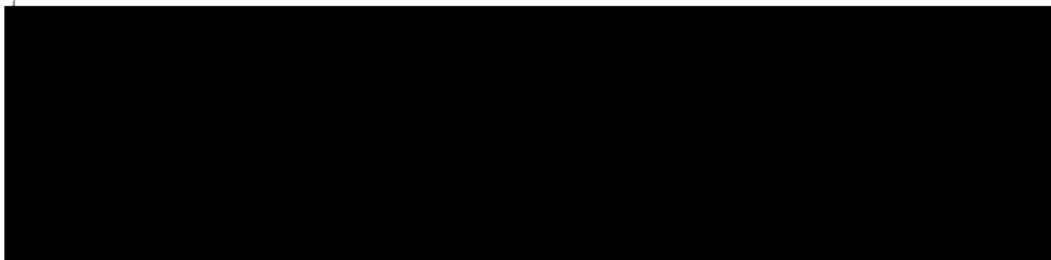
No

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 >



36548

Premier Automotive HCDJ of California, LLC
Dba Premier Chrysler Jeep Dodge Ram of Tracy

WORKORDER

PAGE 1

3460 Naglee Road

Tracy, CA 95304

Phone: (209) 740-4463

Fax: (209) 832-8980

Toll Free: (888) 233-1536

www.premierchryslerjeepdodgeoftracy.com

SERVICE ADVISOR:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	19	CHRYSLER PACIFICA HY			5000/	T750
DEL DATE	PROD DATE	WARR EXP	PROMISED	PD NO	PAYMENT	INV DATE
23MAR19 DD			17:00 22JUL19		105.00 CASH	
R.O. OPENED	READY	OPTIONS: SOLD-STK				

22JUL2019 16:20

LINE	OF CODE	TECH...	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A				CUSTOMER STATES CAR IS A NO START PLEASE CHECK AND ADVISE CC:
		DIAG	W	PERFORMED DIAGNOSTIC TEST ON VEHICLE

B MPI IMPI PREMIER CDJR OF TRACY WILL PERFORM A FREE MULTI POINT INSPECTION AS PER CHECK SHEET ON YOUR VEHICLE DURING YOUR VISIT AT NO CHARGE TO YOU.

C TIRE ISP CHECK AND RESET TIRE PRESSURE TO MANUFACTURES SPECIFICATIONS

D CELC W CUSTOMER STATES CHECK ENGINE LIGHT IS ON, CHECK & ADVISE |CC:

"By law you may choose another licensed Smog Check facility to perform any needed repairs or adjustments that the Smog Check test indicates are necessary."

"HAZARDOUS WASTE DISPOSAL" such as engine oil, automatic transmission fluid, antifreeze, differential fluid and batteries will be charged out as a separate charge if any of these items were removed for disposal.

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within days of the date shown above if I choose not to authorize the services recommended.

ALL PARTS REMOVED WILL BE DISCARDED UNLESS OTHERWISE REQUESTED PRIOR TO BEGINNING WORK.

☐ SAVE PARTS

ALL PARTS SPECIAL ORDERED
NON-RETURNABLE
ALL PARTS ARE NEW UNLESS
OTHERWISE SPECIFIED.

BAR # ARD271184
EPA # CAL000386003

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 caused 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. Subject to conditions on reverse side of this contract.

HAZARDOUS WASTE DISPOSAL

TEARDOWN

ESTIMATE \$

\$

This estimate is based on our inspection and does not cover any additional parts and labor which may be required after the work has been completed.

X

REVISED EST \$	PH NO. CONTACTED	DATE	TIME	CONTACTED VIA ☐ PHONE ☐ IN PERSON	BY
REVISED EST \$	PH NO. CONTACTED	DATE	TIME	CONTACTED VIA ☐ PHONE ☐ IN PERSON	BY
REVISED EST \$	PH NO. CONTACTED	DATE	TIME	CONTACTED VIA ☐ PHONE ☐ IN PERSON	BY

CUSTOMER COPY

Arbitrator Bio



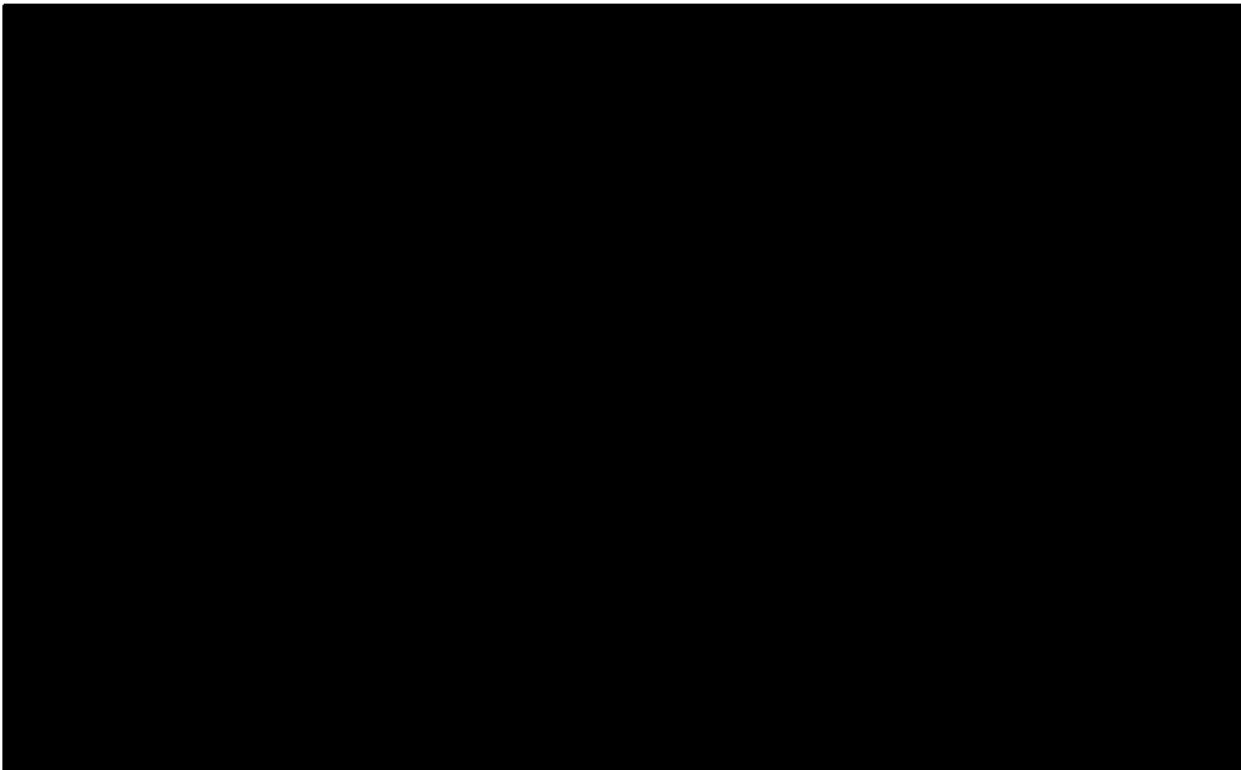
Experience as a Vehicle Warranty Arbitrator:

 has arbitrated over 700 cases - both state certified programs and non-state certified programs, and both as a single arbitrator and as a panel member arbitrator. In addition to arbitrating "lemon law" cases under California law, Ms. Tantillo has also arbitrated "lemon law" cases under the laws of the states of Hawaii, Nevada and Oregon.  has arbitrated cases involving personal use vehicle, commercial vehicles, and recreational vehicles/motor homes.

 has worked with various "lemon law" administrators:

- National Center for Dispute Settlement (NCDS) and California Dispute Settlement Program (CDSP) administered by NCDS from 2003 to current.
- Auto Line Program administered by the Better Business Bureau from 2001 to current
- CAP MOTORS, CAP RV, and Dispute Settlement Board administered by DeMars & Associates 2003 to current

Experience as a Neutral:

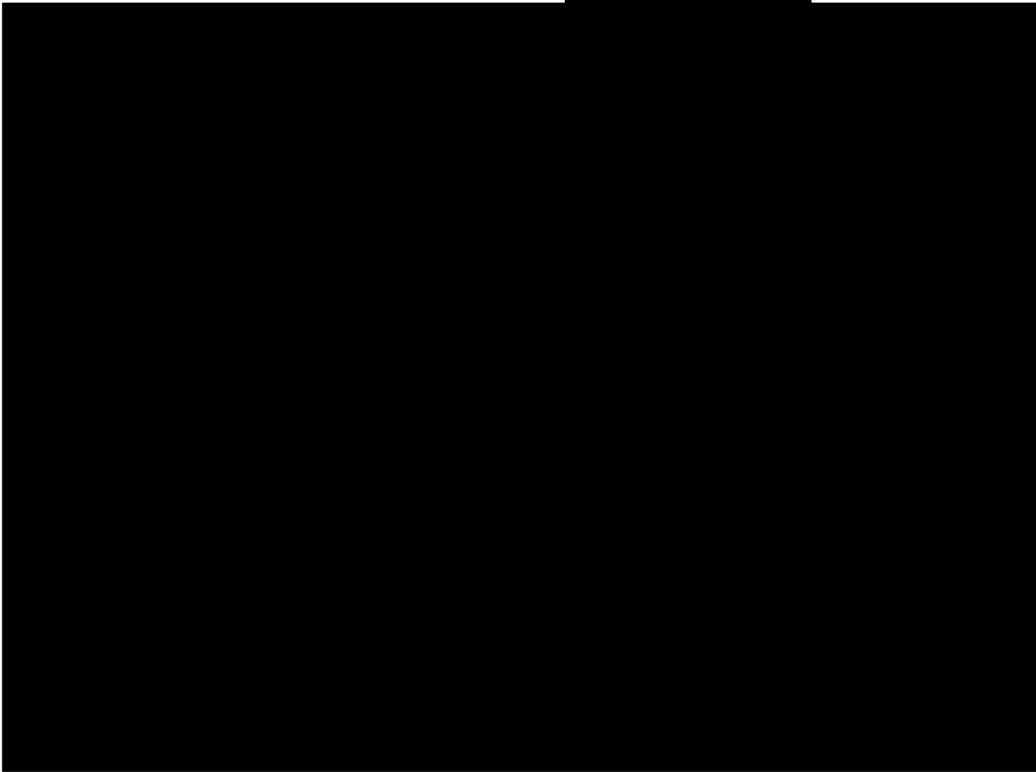


[REDACTED] worked for the District Attorney's Office, a general practice law firm, and various insurance companies.

Academic Credentials:

[REDACTED]

Arbitrator Bio
for



Arbitrator Bio

[REDACTED]

[REDACTED]

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

09/28/2021
[REDACTED]**RE: Process Served in Colorado****FOR: FCA US LLC (Domestic State: DE)****ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

TITLE OF ACTION: Re: [REDACTED] To: FCA US LLC

DOCUMENT(S) SERVED: Letter

COURT/AGENCY: None Specified
Case # None Specified

NATURE OF ACTION: Letter of Intent - Threatening Litigation - Claim for defective vehicle - 2019 Pacifica Hybrid, VIN: [REDACTED]

ON WHOM PROCESS WAS SERVED: CT Corporation System, Centennial, CO

DATE AND HOUR OF SERVICE: By Regular Mail on 09/28/2021 postmarked on 09/23/2021

JURISDICTION SERVED : Colorado

APPEARANCE OR ANSWER DUE: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] current log, Retain Date: 09/29/2021, Expected Purge Date: 10/04/2021

Image SOP

Email Notification, [REDACTED]

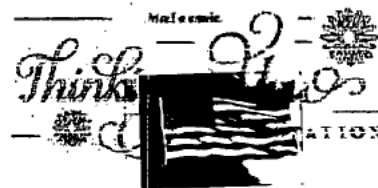
REGISTERED AGENT ADDRESS: CT Corporation System
7700 E Arapahoe Road
Suite 220
Centennial, CO 80112
[REDACTED]

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.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] 3

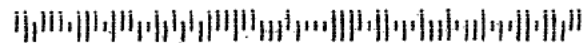
PHOENIX AZ 852

23 SEP 2021 PM 5 L



FCA US LLC
c/o C T Corporation System
7700 E Arapahoe Rd Ste 220
Centennial, CO 80112-1268

80112-126870



LAW OFFICES OF LUIS F. RAMIREZ, ESQ

c/o C T Corporation System
7700 E Arapahoe Rd Ste 220
Centennial, CO 80112-1268

Vehicle:

[REDACTED]

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



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

Seattle Lemon Law

7001 Seaview Ave NW
Suite 160-629
Seattle, WA 98117
(206) 566-7720

September 17, 2021

FCA US LLC
P.O. Box 21-8004
Auburn Hills, MI 48321-8004

Re:



To Whom It May Concern:

RECEIVED

SEP 24 2021

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

PLEASE BE NOTIFIED that the above-named individual has retained our office to make claims against your company for the above-stated vehicle pursuant to Washington's Motor Vehicle Warranties Act ("Lemon Law"), Washington's Unfair Business Practices/Consumer Protection Act, Washington's Auto Dealers and Manufacturers Act and/or the Federal Magnuson-Moss Warranty Act.

You are hereby instructed to deal only with our office and to direct all inquiries to our office. You are not to contact our client under any circumstances. If you fail to comply with said directive, we will seek injunctive relief against you.

In accordance with Revised Code of Washington ("RCW") 19.86.090, RCW 46.70.190 and/or 15 U.S.C. §2310(d), you are further notified that any settlement with our client requires the payment of our attorneys' fees and costs. **If you settle directly with our client, without providing compensation for our attorneys' fees and costs, we will file suit against you.** We shall seek attorneys' lien for services and costs incurred.

In accordance with RCW 19.118.041(2)(a), (b), and (c), RCW 19.86.090, RCW 46.70.180(10) and/or 15 U.S.C. §2304(a)(4), our client demands the cancellation of all contracts, and the refund of monies paid and/or expended, including any trade-in value given, collateral charges, and other incidental and consequential damages. In addition, you are notified by this notification that our client revokes the above-stated vehicle.

Our client's vehicle exhibits numerous defects and nonconformities, and numerous unsuccessful attempts have been made to repair the vehicle. These defects and nonconformities include, but are not limited to:

1. Malfunctioning or defective engine

The defects and nonconformities listed above constitute a substantial impairment of the use, value, and/or safety of the vehicle. The vehicle has not conformed to the standard one has come to expect from a new vehicle.



purchasing a new vehicle. Our client has justifiably lost confidence in the vehicle because of these defects and nonconformities.

Valuable time can be saved and expensive litigation can be avoided at this time if our client receives a full and complete restitution for the defective vehicle, treble damages, in addition to our clients attorneys fees pursuant to the fee-shifting provisions of the Lemon Law, Consumer Protection Act, and/or the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this time, and we would like to resolve this matter with you without further action.

If you wish to resolve this matter amicably, please feel free to contact our office. If we do not hear from you within forty (40) days from the date of this letter, we will file suit against you.



[illegible]