

IN THE CIRCUIT COURT IN AND FOR  
MIAMI DADE COUNTY, FLORIDA

CASE NO.

[REDACTED]

Plaintiff,

v.

FCA US LLC,

Defendant.

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**COMPLAINT AND WRITTEN DISCOVERY REQUESTS**

NOW COMES Plaintiff, [REDACTED] by and through his attorneys, KROHN & MOSS, LTD., and for his complaint against Defendant, FCA US LLC, alleges and affirmatively states as follows:

**PARTIES**

1. Plaintiff, [REDACTED] ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Florida.

2. Defendant, FCA US LLC, ("Manufacturer") is a foreign corporation authorized to do business in the State of Florida, County of Miami Dade, and is engaged in the manufacture, sale, and/or distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including Potamkin Planet Dodge ("Seller"). Manufacturer does business in all counties of the State of Florida including Miami Dade County, and maintains offices in the County of Miami Dade, State of Florida.

### JURISDICTION

3. This is an action seeking damages in excess of \$15,000, exclusive of attorneys' fees and court costs.

### BACKGROUND

4. On or about June 2, 2017, Plaintiff purchased from Seller a 2017 Ram 2500 ("2500"), manufactured and distributed by Manufacturer, Vehicle Identification No. [REDACTED] for valuable consideration (See Copy of Sales Contract, attached hereto as Exhibit "A").

5. The price of the 2500, excluding all collateral charges including registration charges, document fees, sales tax, bank charges and finance charges, totaled approximately \$62,562.00.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer through its authorized dealership network, the 2500 cannot be utilized for personal, family and/or household use as intended by Plaintiff at the time of acquisition.

7. Manufacturer engaged in an aggressive advertising and marketing campaign in order to induce Plaintiff and other consumers to purchase its vehicles from a dealership that was authorized by Manufacturer to sell its vehicles and issue its written warranties to consumers.

8. Manufacturer was in direct privity with Plaintiff based upon its role in the sale, distribution, and repair of the subject vehicle through its authorized sales and servicing agents including Seller as evidenced by the following:

a. Manufacturer enters into sales and servicing agreements with its authorized dealers that are located in numerous counties of this state including the county wherein this lawsuit was filed.

b. Manufacturer requires its authorized dealers to display Manufacturer's logo on each authorized dealer's sign outside the dealer.

c. Manufacturer requires its authorized dealers to display Manufacturer's logo on the uniforms of authorized dealers' service personnel.

d. Manufacturer requires its authorized dealers to display Manufacturer's logo on the repair records that are given to authorized dealers' customers as receipts for service to their vehicles.

e. Manufacturer requires its authorized dealers to seek authorization for performing repairs as covered by Manufacturer's warranty.

f. Manufacturer makes the final decision as to whether or not repairs made to a vehicle are to be covered by Manufacturer's warranty.

g. Manufacturer reimburses its authorized dealers for repairs covered by Manufacturer's warranty.

h. Manufacturer requires its authorized dealers to document repairs on repair invoices in a method prescribed by Manufacturer.

i. Manufacturer provides its authorized dealers with specific limitations on the amount of time its dealers may seek reimbursement for specific warranty repairs to a vehicle.

j. Manufacturer requires its authorized dealers to provide its customers with Manufacturer's written warranty when a new vehicle is sold by Manufacturer's authorized dealer.

k. Finally, Manufacturer supervises each and every authorized dealer through a system of zone offices that is set up to monitor dealerships located within each respective county of the State of Florida.

l. Manufacturer provides its authorized dealers with repair manuals and service bulletins to repair vehicles manufactured and/or distributed by Manufacturer.

9. In consideration for the purchase of the 2500, Manufacturer issued and supplied to Plaintiff its written warranty, which included three (3) years or thirty-six thousand (36,000) mile bumper to bumper coverage, five (5) year or one hundred-thousand (100,000) mile power train warranty, as well as other warranties fully outlined in the Manufacturer's New Car Warranty booklet. (See Copy of Warranty Booklet, attached hereto as Exhibit "B").

10. Based on the issuance of its written warranty and its contacts with Plaintiff as detailed as paragraphs seven (7) through nine (9) above, Manufacturer was in contractual privity with the Plaintiff.

11. On or about June 2, 2017, Plaintiff took possession of the 2500 and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the 2500.

12. Plaintiff delivered the 2500 to Manufacturer, through its authorized dealership network, on numerous occasions.

13. Plaintiff avers that the 2500 has been subject to repair on at least three (3) occasions for the same defect, and that the defect remains uncorrected.

14. Plaintiff brought the 2500 to Seller and/or an authorized service dealer of Manufacturer for various defects and nonconformities, including but not limited to:

- a. Defective engine, transmission and/or electrical system as evidenced by a bouncing condition in the transmission when going between gears, an illumination of the ABS, ESC, check engine, traction, and parking sensor lights, a hard shifting condition around 20 to 30 MPH, and a drop to 20 MPH while driving on highway;
- b. Defective climate control system as evidenced by a failure of the air conditioning to cool correctly, and a sluggish opening and closing of the sliding rear glass;
- c. Defective brakes as evidenced by the brake pedal went down while stopped and vehicle started pushing forward, a difficulty depressing the brake pedal, and a jumping forward condition while at a stop;
- d. Defective body/trim as evidenced by a squeaking noise from the driver's seat; and
- e. Any additional defects in the subject vehicle as reflected in the repair documents generated by Defendant's authorized dealer network and in Defendant's internal repair records for the subject vehicle.

15. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the 2500.

16. Manufacturer was unable and/or failed to adequately repair the defects in Plaintiff's 2500 as provided in Manufacturer's warranty.

17. The limited repair or replacement remedy contained with Manufacturer's warranty failed of its essential purpose pursuant to F.S.A. § 672.719(2) due to Manufacturer's failure to repair the 2500 within a reasonable time.

18. Manufacturer was unable and/or failed to adequately repair the defects in the 2500 as provided in Manufacturer's warranty after being afforded a reasonable opportunity to cure pursuant to 15 U.S.C. § 2310(e).

19. Plaintiff justifiably lost confidence in the 2500's safety and/or reliability, and said defects have substantially impaired the value of the 2500 to Plaintiff.

20. Said defects could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the 2500.

21. Per the directive in Manufacturer's written warranty as described above, Manufacturer designated its authorized dealers as the entities to receive notice of defects in the 2500 for purposes of performing repairs on the vehicle.

22. Manufacturer was further notified of the defects in Plaintiff's vehicle as a result of Manufacturer's approval of warranty claims on the vehicle and reimbursement to its dealers of the same.

23. As a result of these defects and Manufacturer's failure to timely repair the same, Plaintiff notified Manufacturer of the defects in writing prior to filing this instant lawsuit.

24. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its express warranty.

**COUNT I**  
**BREACH OF WRITTEN WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

25. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-24 of this Complaint.

26. Plaintiff is a purchaser of a consumer product who received the 2500 during the duration of a written warranty period applicable to the 2500 and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

27. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiff.

28. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

29. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiff's Complaint in that the 2500 was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

30. Plaintiff's purchase of the 2500 was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the 2500 to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the 2500 in the event that the 2500 failed to meet the specifications set forth in Manufacturer's warranty.

31. Manufacturer's warranty was the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the 2500 to Plaintiff.

32. Said purchase of Plaintiff's 2500 was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

33. Plaintiff has met all of his obligations and preconditions as provided in the written warranties.

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

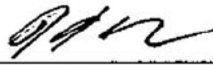
35. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Diminution in value of the vehicle, and incurred and/or needed costs of repair, or, alternatively, the cost of cover as provided by Fla. Stat. § 672.712;
- b. All incidental and consequential damages incurred;
- c. Reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- d. An order of the Court in its equitable capacity directing Defendant to properly and completely repair any outstanding defects in the vehicle and such other and further relief that the Court deems just and appropriate.

***PLAINTIFF DEMANDS A TRIAL BY JURY***

Respectfully Submitted,  
Krohn & Moss, Ltd

By:   
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Attorney for Plaintiff  
