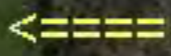






200



















T

02-12  
103

MOPAR











Body Shop









Everything for Your House.

**BUILDERS SQUARE**

The Warehouse

MFD BY CHRYSLER GROUP LLC

DATE OF MFR: 1-11

GWR: 02087 KG

GWR: 01180 KG

GWR: 01007 KG

04600 LB

FRONT: 02600 LB

REAR: 02220 LB

THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S.A. FEDERAL MOTOR VEHICLE SAFETY,  
BUMPER AND THEFT PREVENTION STANDARDS IN EFFECT ON  
THE DATE OF MANUFACTURE SHOWN ABOVE.



VIN: 1C3BC2FG4BN

TYPE: PASSENGER CAR

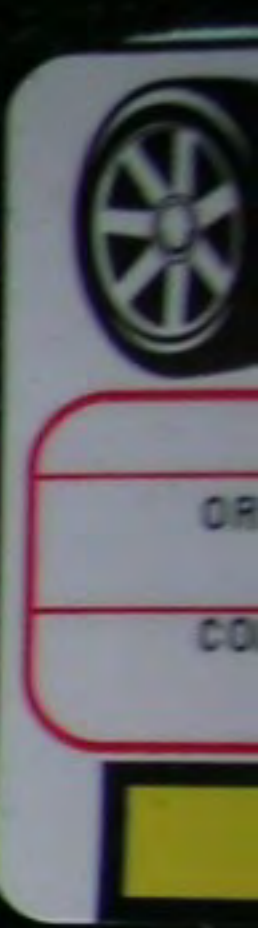
MDH: 010507 128AA

PAINT: PXR

TRIM: CLX9

VEHICLE MADE IN U.S.A.

4658843









LEFT FRONT

BUCKLE

1





3.6L VVT

WARNING: Hot engine parts, oil, and other fluids may be present. Do not touch. See owner's manual for more information.







3.6L V6













ATTENTION - NE TOUJOURS PAS ENLEVER LE BOUCHON DE REMPLISSAGE AVANT DE L'ENLEVER  
REMOVING THE CAP BEFORE REMOVING THE FILLER

BATTERY +  
JUMP START









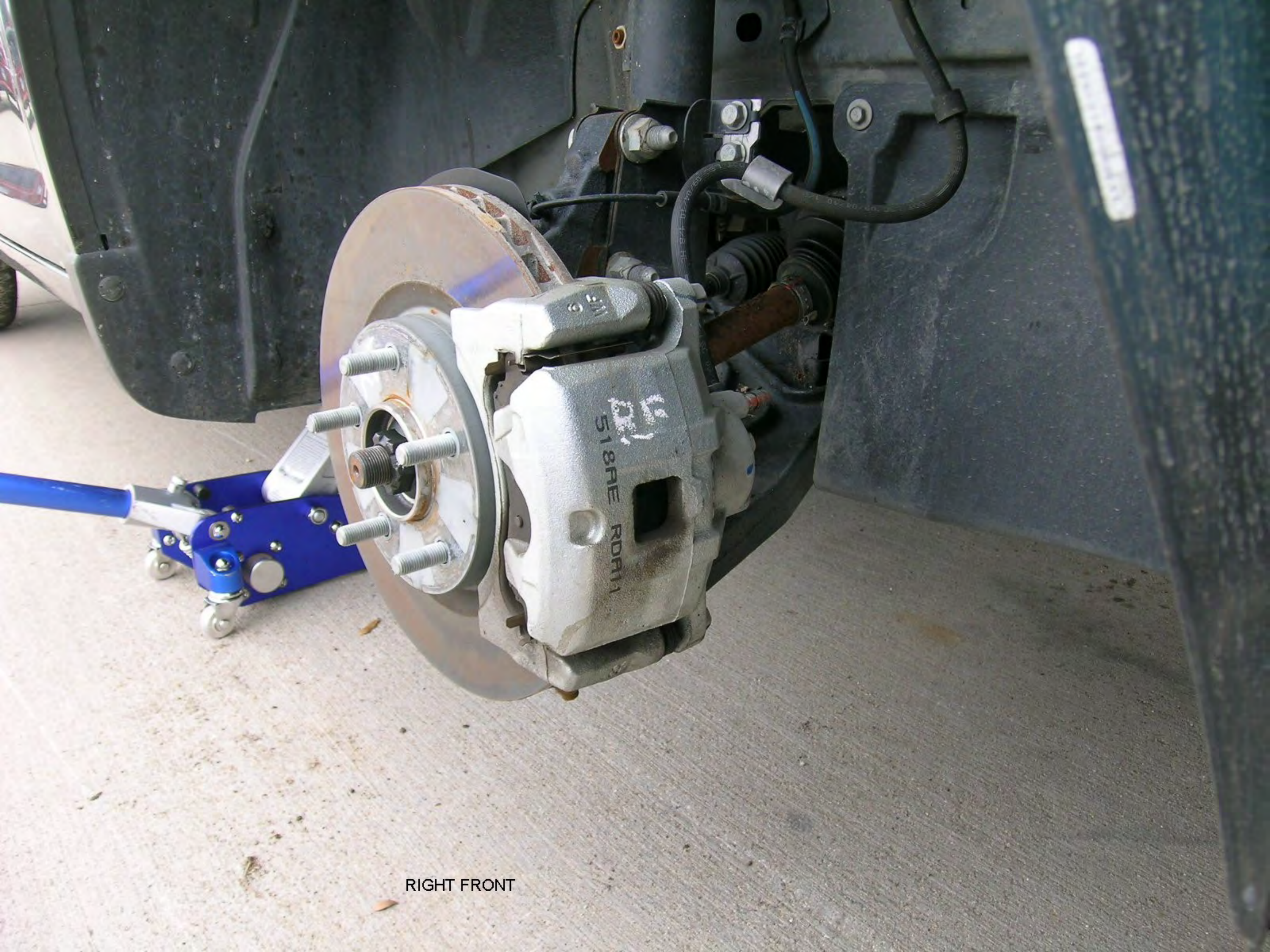




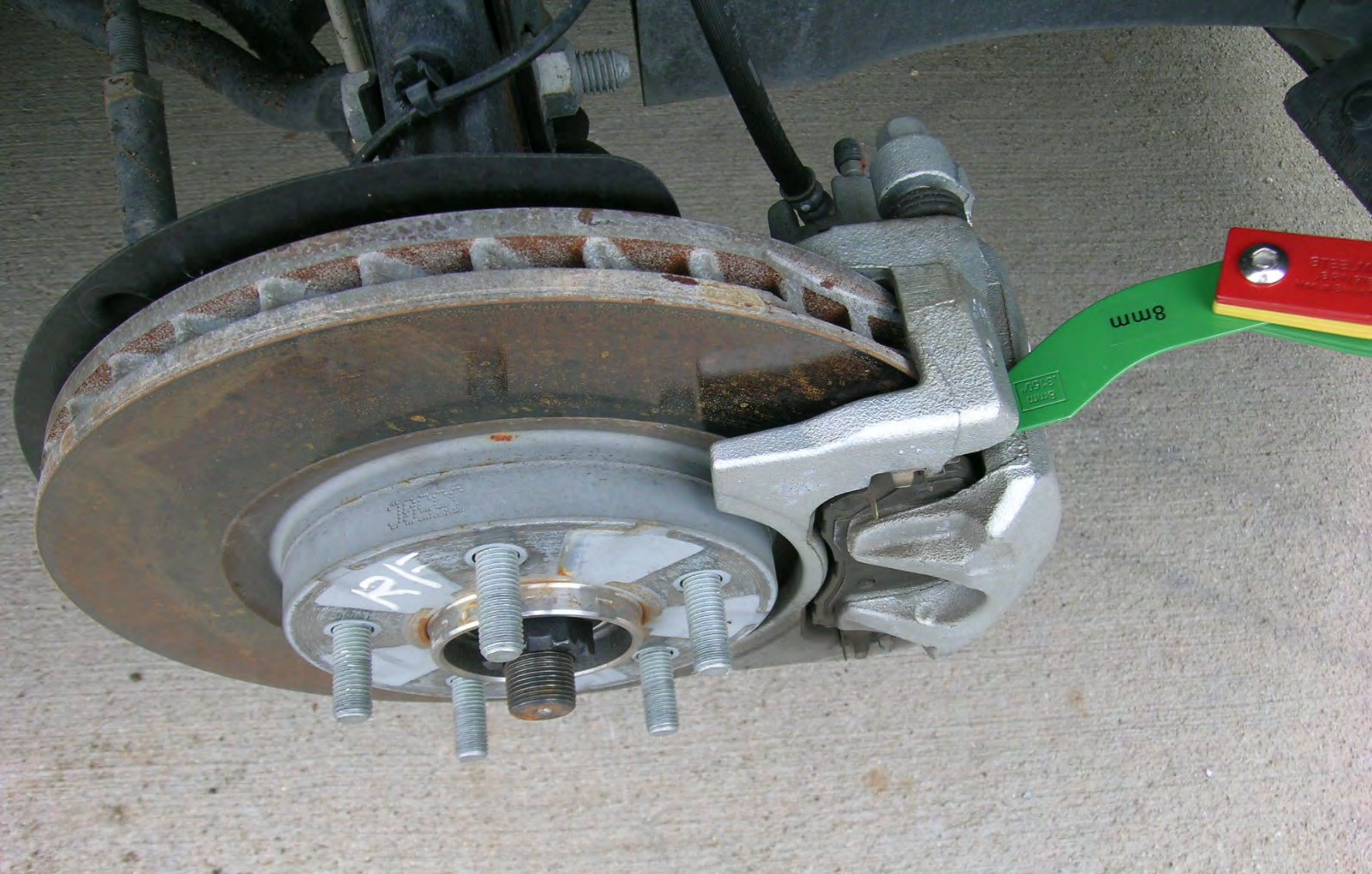
LEFT FRONT



RIGHT FRONT



RIGHT FRONT



RIGHT FRONT







RIGHT FRONT



LEFT FRONT



LEFT FRONT



LEFT FRONT



8mm

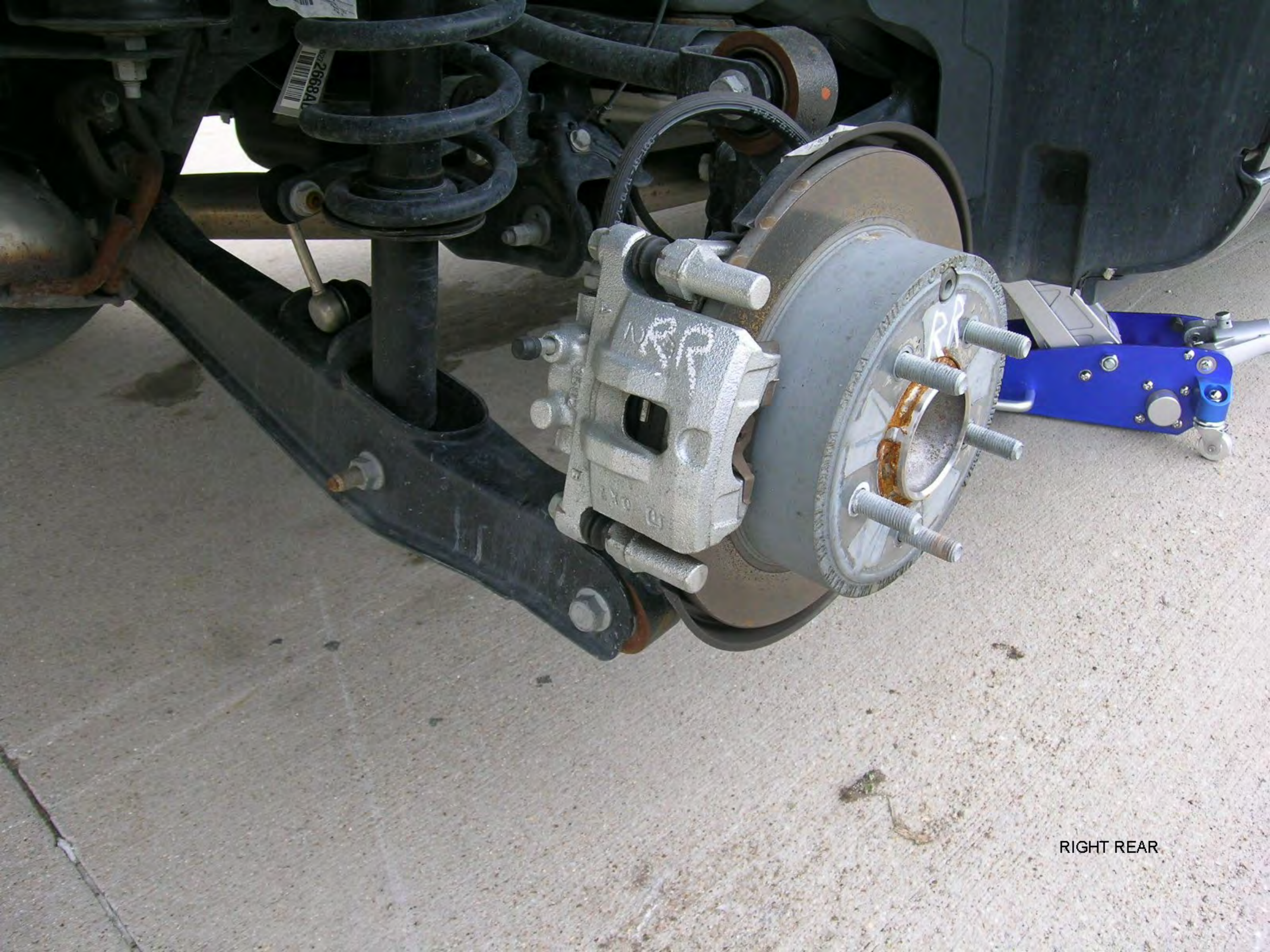
8mm  
S1601

8mm

LEFT FRONT



RIGHT REAR

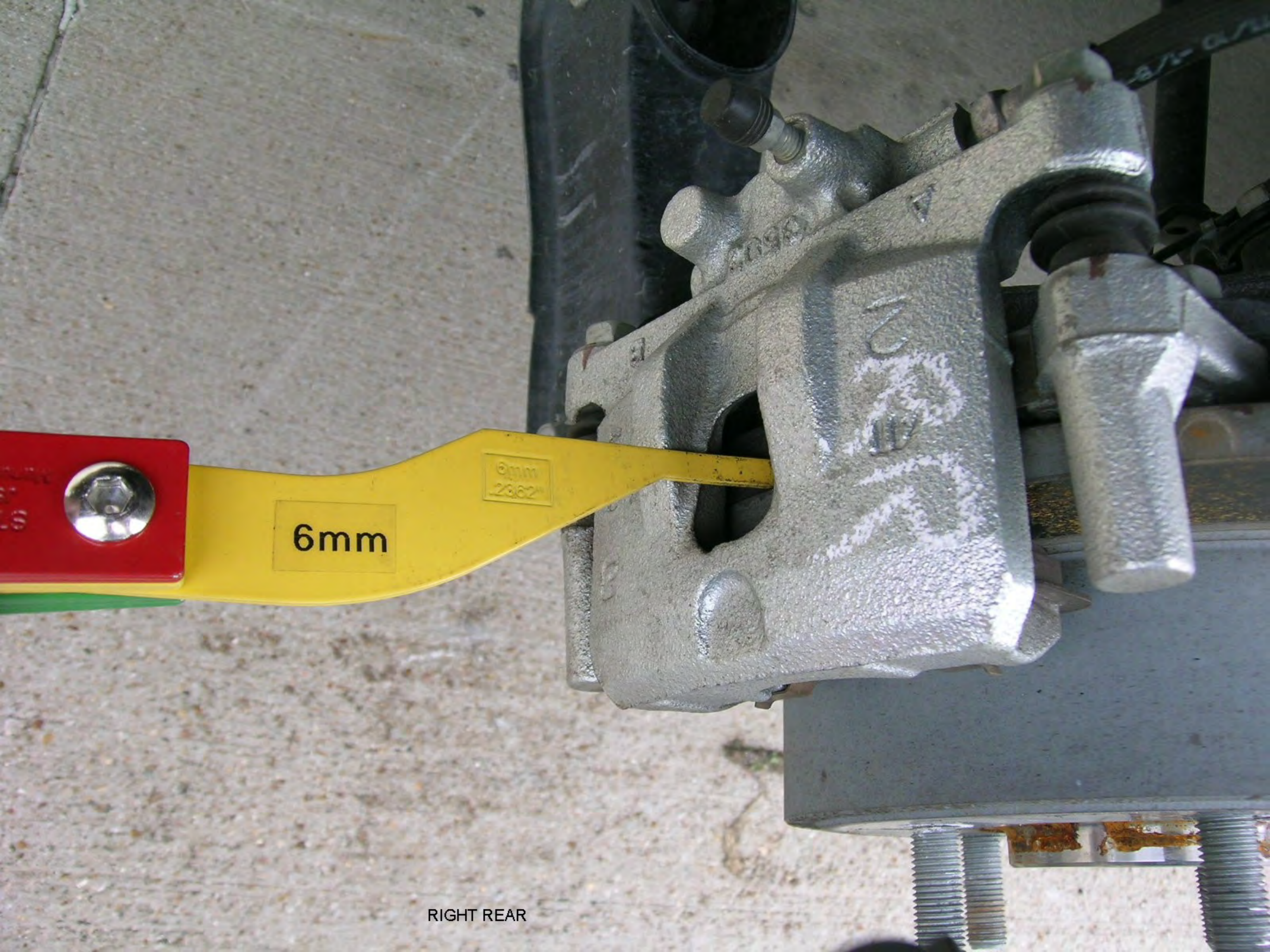


RIGHT REAR



RIGHT REAR



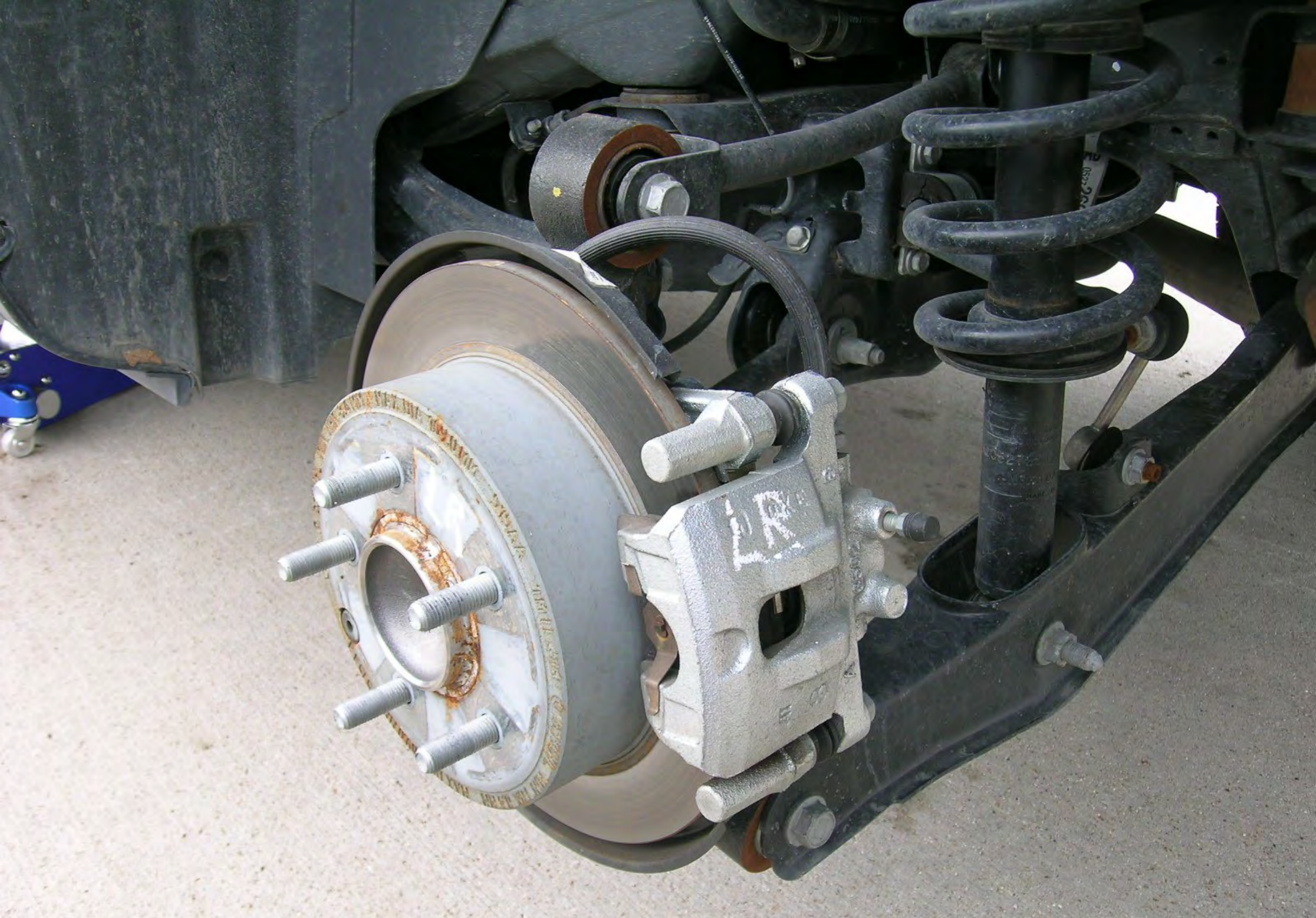


RIGHT REAR



LEFT REAR





LEFT REAR



6mm

6mm  
231624

LR

LEFT REAR



LEFT REAR









RIGHT SIDE



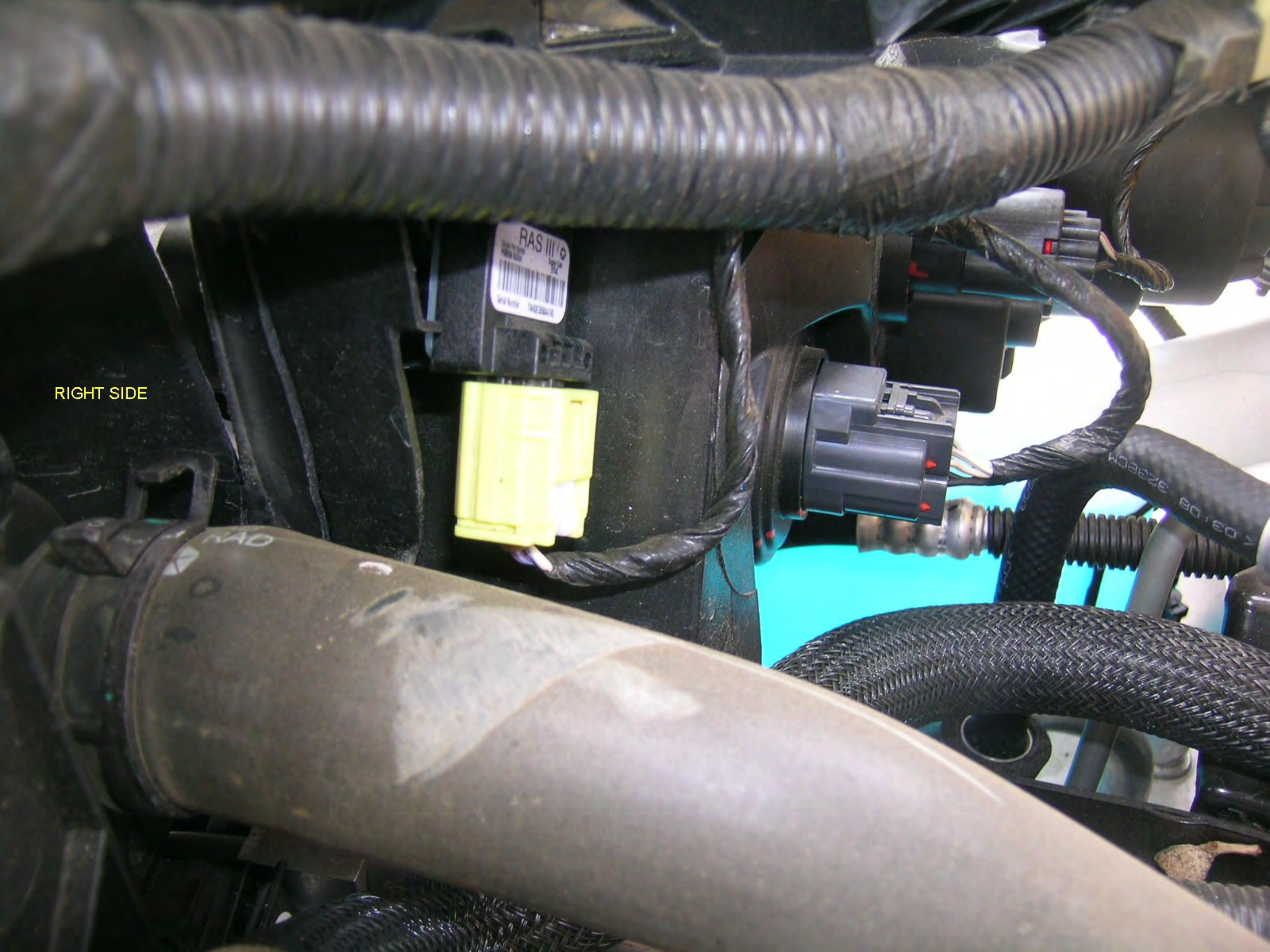
LEFT SIDE



83403  
A113000



RIGHT SIDE



RAS III  
140230470

RAD

80:60



200

US  
754 AL  
10

Body Shop



200



200

Window sticker

Window sticker







NISSAN

TEXAS  
BN8-T693  
The Lone Star State

Boston







**WARNING**  
EVEN WITH ADVANCED AIR BAGS



- CHILDREN CAN BE KILLED OR SERIOUSLY INJURED BY THE AIR BAG.
- THE BACK SEAT IS THE SAFEST PLACE FOR CHILDREN.
- NEVER PUT A REAR-FACING CHILD SEAT IN THE FRONT.
- ALWAYS USE SEAT BELTS AND CHILD RESTRAINTS.
- SEE OWNER'S MANUAL FOR MORE INFORMATION ABOUT AIR BAGS.

11/11/11

**WARNING**  
EVEN WITH ADVANCED AIR BAGS



11/11/11



Body Shop



JS 2AB3754 AB  
0911101122 0911101122  
1011101122

P  
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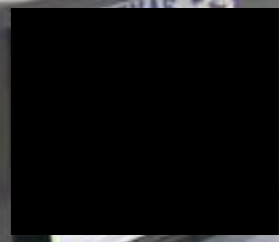






Body Sho

200





Boston

OBJECTS IN MIRROR ARE  
CLOSER THAN THEY APPEAR



248  
09/09/11

X TERRA

05-11



DRIVER'S



RIGHT FRONT



DRIVER'S





DRIVER'S





DRIVER'S



DRIVER'S





BN8-T693

HUFFINES  
Since 1924



SAFARI  
4x4  
2008  
VIN: 4S3AA88H850010000  
168,000 Miles (Est.)  
Call for more info

SAFARI  
4x4  
2008  
VIN: 4S3AA88H850010000  
168,000 Miles (Est.)  
Call for more info

SAFARI  
4x4  
2008  
VIN: 4S3AA88H850010000  
168,000 Miles (Est.)  
Call for more info



SRS  
AIR BAG

RIGHT FRONT





RIGHT FRONT





RIGHT FRONT

263 7



RIGHT FRONT





*Edd's*  
**Car Dead... Call Edd's**

*Northlake* *Grapevine* *Flower Mound* *Trophy Club* *Fort Worth*  
817-431-4569

Champion



200

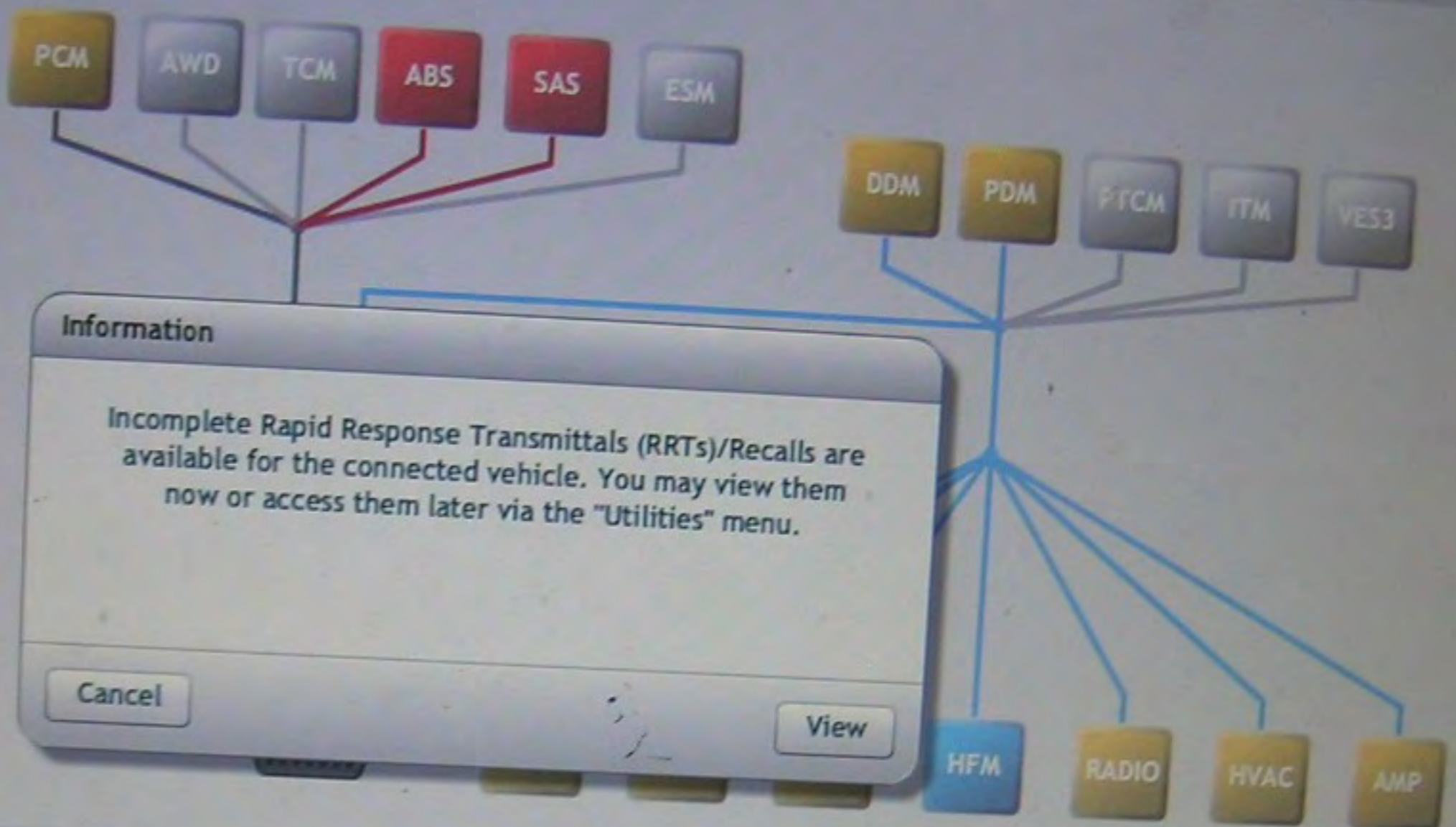
# Vehicle View

Roll over an ECU to see full name. Click on an ECU for complete details.

Search Service Information

2011 JS 3.6L  
VIN: 1C3BC2FG4BM [REDACTED]  
Battery: 11.91 volts

- Legend
- Active ECU
  - Non-responsive ECU
  - DTCs Present
  - ECU Not Built
  - Scanning ECU
  - New Flash Available
  - Diag CAN C Bus Line
  - CAN C Bus Line
  - CAN B Bus Line



**Information**

Incomplete Rapid Response Transmittals (RRTs)/Recalls are available for the connected vehicle. You may view them now or access them later via the "Utilities" menu.

All DTCs Diagnostic Procedures Customer Preferences Vehicle Preparations

Double-click row selection to view environmental data. Click on column heading to sort table.

All Active Stored Pending

ECU	Code	Status	Description
	P0882	active	TCM Power Input Low
	P0562	active	Battery/System Voltage Low

You have unread knowledge base articles. Click here to open the RSS viewer.

1) New knowledge base articles

Dealer Code: 45470

Warnings: 0 Errors: 0





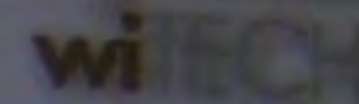
200



# Vehicle View

Roll over an ECU to see full name. Click on an ECU for complete details.

Search Service Information



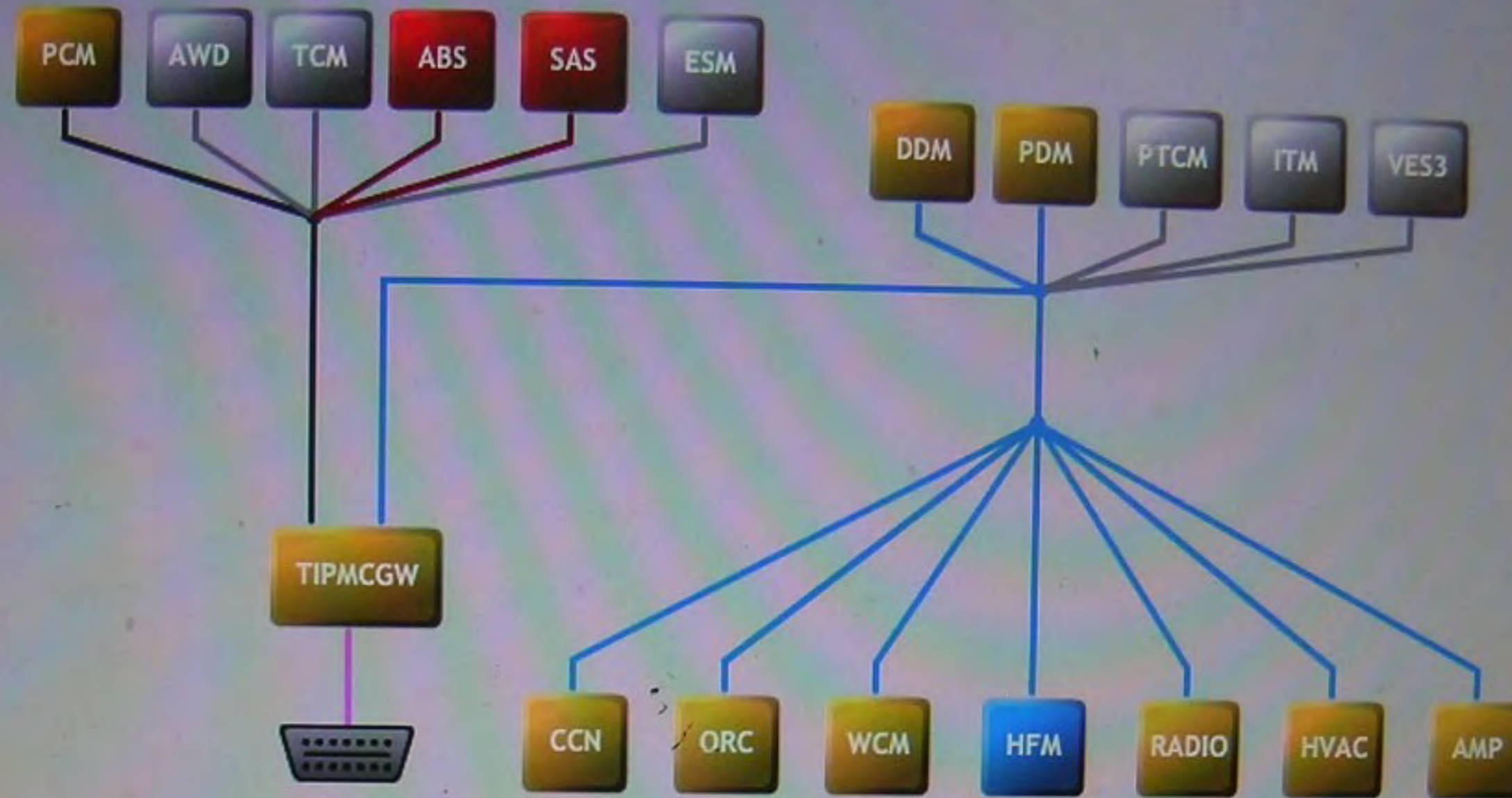
2011 JS 3.6L

VIN: 1C3BC2FG4BN

Battery: 11.91 volts

### Legend

- Active ECU
- Non-responsive ECU
- DTCs Present
- ECU Not Built
- Scanning ECU
- New Flash Available
- Diag CAN C Bus Line
- CAN C Bus Line
- CAN B Bus Line



All DTCs Diagnostic Procedures Customer Preferences Vehicle Preparations

Double-click row selection to view environmental data. Click on column heading to sort table.

All Active Stored Pending

		ECU	Code	Status	Description
		PCM	P0882	active	TCM Power Input Low
		PCM	P0562	active	Battery/System Voltage Low

A A

Dealer Code: 45470  Warnings: 0 Errors: 0





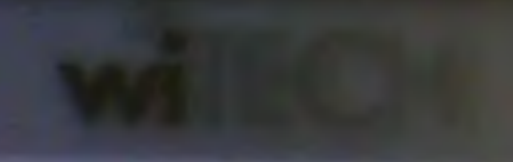


# Vehicle View

Roll over an ECU to see full name. Click on an ECU for complete details.

Service Information

Enter search phrase here



2011 JS 3.6L

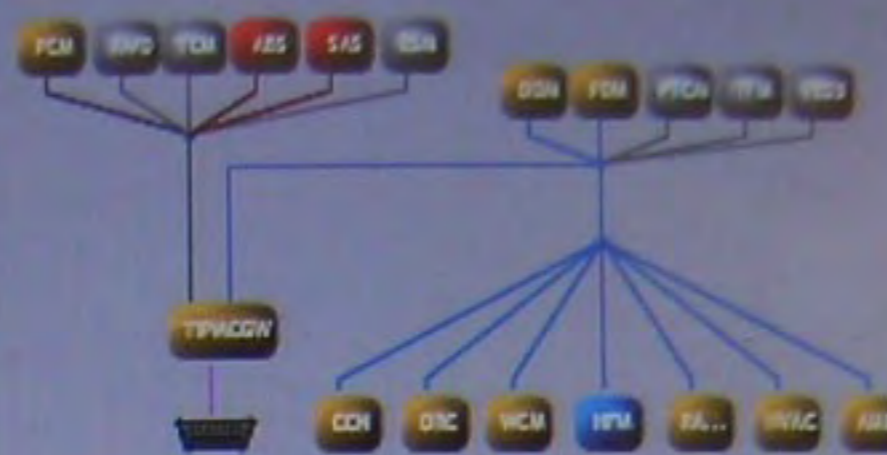
VIN: 1C3BC2FG4BN

Battery: 11.91 volts

### Legend

Active ECU

Non responsive ECU



All DTCs

Diagnostic Procedures

Customer Preferences

Vehicle Preparations

Double-click row selection to view environmental data. Click on column heading to sort table.

All | Active | Stored | Pending

View Freeze Frame

View Event Data

Clear Stored DTCs

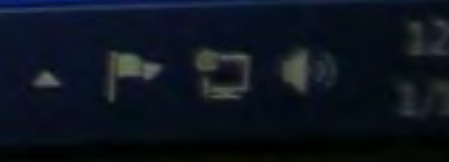
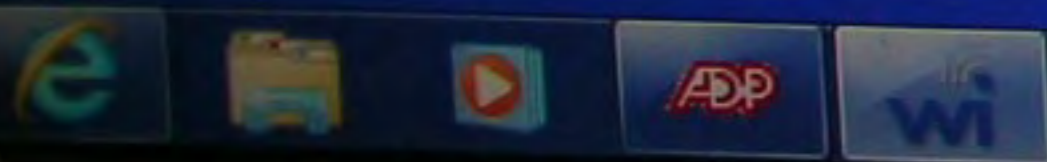
	ECU	Code	Status	Description
	ORC	B1C3A	active	1st Row Driver Retractor Pretensioner Circuit Open
	ORC	B1C49	active	1st Row Passenger Retractor Pretensioner Circuit Open
	TIPMCGW	P0073	active	Ambient Air Temperature Sensor Circuit High
	ORC	B210D	stored	Battery Voltage Low
	DDM	B210D	stored	Battery Voltage Low
	PDM	B210D	stored	Battery Voltage Low
	TIPMCGW	B210D	stored	Battery Voltage Low
	RADIO	B210D	stored	Battery Voltage Low
	PCM	P0562	active	Battery/System Voltage Low
	ORC	U0019	stored	CAN B Bus
	AMP	B146C	stored	Channel 3 Audio Speaker Output Circuit High
	AMP	B1471	stored	Channel 4 Audio Speaker Output Circuit High



Dealer Code: 45470

Disconnect

Warnings: 0 Errors: 0





# Vehicle View

Roll over an ECU to see full name. Click on an ECU for complete details.



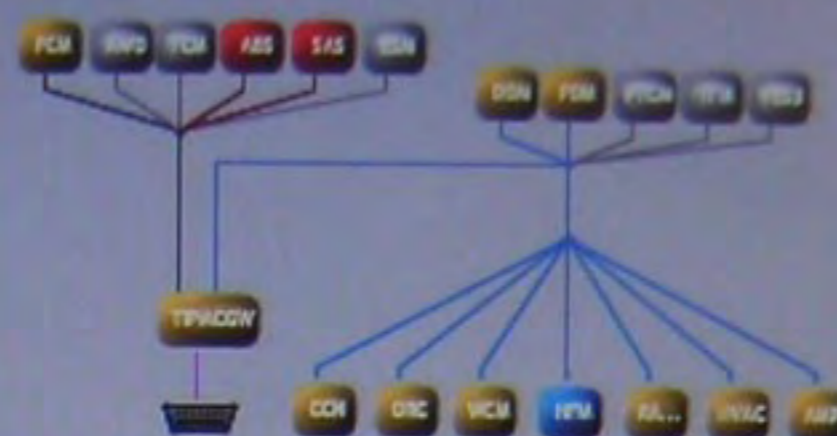
2011 JS 3.6L

VIN: 1C3BC2FG4BN

Battery: 11.97 volts

### Legend

- Active ECU
- Non-responsive ECU



- All DTCs
- Diagnostic Procedures
- Customer Preferences
- Vehicle Preparations

Double-click row selection to view environmental data. Click on column heading to sort table.

All | Active | Stored | Pending

- View Freeze Frame
- View Event Data
- Clear Stored DTCs

	ECU	Code	Status	Description
	AMP	B146C	stored	Channel 3 Audio Speaker Output Circuit High
	AMP	B1471	stored	Channel 4 Audio Speaker Output Circuit High
	ORC	B1B02	active	Driver Airbag Squib 1 Circuit Open
	ORC	B1B06	active	Driver Airbag Squib 2 Circuit Open
	TIPMCGW	B1661	active	Front Fog Lamp Control Circuit Open
	CCN	B2181	stored	Heated Seat Module Power Supply Low
	TIPMCGW	B1820	active	Hood Ajar Input Circuit High
	ORC	B212C	active	Ignition Run/Start Input Circuit Open
	HVAC	B1035	active	Infrared Temperature Sensor Circuit High
	TIPMCGW	B1634	active	Left Hi Beam Control Circuit High
	TIPMCGW	B162C	active	Left Low Beam Control Circuit High
A	TIPMCGW	U0121	active	Lost Communication With Anti-Lock Brake Module

Dealer Code: 45470

Disconnect

Warnings: 0 Errors: 0

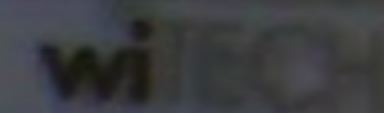




# Vehicle View

Roll over an ECU to see full name. Click on an ECU for complete details.

Search Service Information



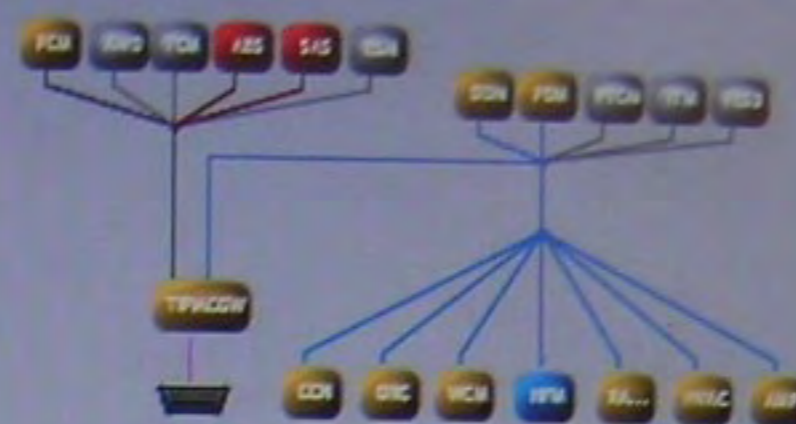
2011 JS 3.6L

VIN: 1C3BC2FG4B[REDACTED]

Battery: 11.97 volts

Legend

- Active ECU
- Non-responsive ECU



- All DTCS
- Diagnostic Procedures
- Customer Preferences
- Vehicle Preparations

Double-click row selection to view environmental data. Click on column heading to sort table.

All Active Stored Pending

- View Freeze Frame
- View Event Data
- Clear Stored DTCS

ECU	Code	Status	Description
TIPMCGW	U0121	active	Lost Communication With Anti-Lock Brake Module
WCM	U0141	stored	Lost Communication With IPM (FCM/TIPM)
AMP	U0184	stored	Lost Communication With Radio
TIPMCGW	U110A	active	Lost Communication With SCM - CAN-C
ORC	U0170	active	Lost Communication w/ Up-Front Left Satellite Acceleration Sensor
ORC	U0171	active	Lost Communication w/ Up-Front Right Satellite Acceleration Sensor
ORC	B1B0A	active	Passenger Airbag Squib 1 Circuit Open
ORC	B1B0E	active	Passenger Airbag Squib 2 Circuit Open
TIPMCGW	B1638	active	Right Hi Beam Control Circuit High
TIPMCGW	B1630	active	Right Low Beam Control Circuit High
HVAC	B210A	stored	System Voltage Low
RADIO	B210A	stored	System Voltage Low

Dealer Code: 45470

Disconnect Warnings: 0 Errors: 0



# Vehicle View

Roll over an ECU to see full name. Click on an ECU for complete details.

Search Service Information



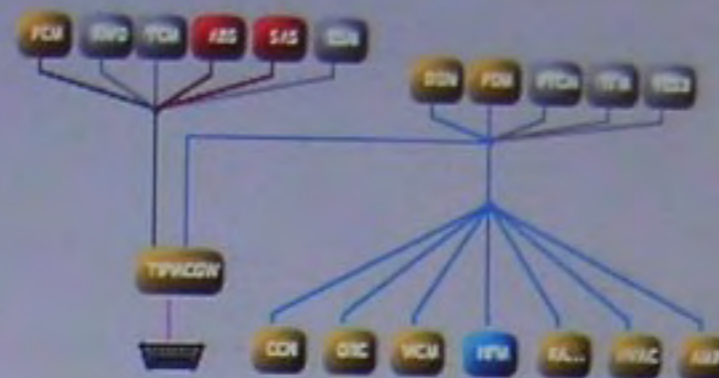
2011 JS 3.6L

VIN: 1C3BC2FG4BN [REDACTED]

Battery: 11.91 volts

### Legend

- Active ECU
- Non-responsive ECU



All DTCs **Diagnostic Procedures** Customer Preferences Vehicle Preparations

Double-click row selection to view environmental data. Click on column heading to sort table.

All | Active | Stored | Pending

View Freeze Frame View Event Data Clear Stored DTCs

	ECU	Code	Status	Description
	AMP	U0184	stored	Lost Communication With Radio
	TIPMCGW	U110A	active	Lost Communication With SCM - CAN-C
	ORC	U0170	active	Lost Communication w/ Up-Front Left Satellite Acceleration Sensor
	ORC	U0171	active	Lost Communication w/ Up-Front Right Satellite Acceleration Sensor
	ORC	B1B0A	active	Passenger Airbag Squib 1 Circuit Open
	ORC	B1B0E	active	Passenger Airbag Squib 2 Circuit Open
	TIPMCGW	B1638	active	Right Hi Beam Control Circuit High
	TIPMCGW	B1630	active	Right Low Beam Control Circuit High
	HVAC	B210A	stored	System Voltage Low
	RADIO	B210A	stored	System Voltage Low
	PCM	P0882	active	TCM Power Input Low


Dealer Code: 45470

Disconnect Warnings: 0 Errors: 0



### Environmental Data

ORC | U0019 CAN B Bus

nt Data  Clear Stored

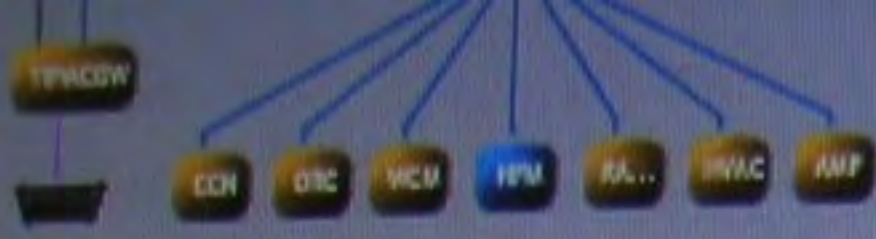
- isioner Circuit O...
- ircuit High
- it High
- it High

Name	Value	Units
DTC Readiness Flag	Complete	
DTC Storage State	Stored	
Warning Indicator Requ	Off	
Occurence Flag	Fault	
Original Odometer	11185	miles
Most Recent Odometer	11185	miles
Frequency Counter	1	
Operation Cycle Counte	4	

A A

Disconnect

Warnings: 0 Errors: 0



nces **Vehicle Preparations**

rt table.  
 ew Event Data

- or Pretensioner Circuit O...
- Sensor Circuit High
- Output Circuit High
- Output Circuit High
- rit Open

**Environmental Data**

PCM | P0562 Battery/System Voltage Low

Name	Value	Units
Number of DTC	1	
DTC	05 62	
DTC Readiness Flag	Not Complete	
DTC Storage State	Active	
Warning Indicator Requ	On	
Odometer	5094.2	miles
Accumulation Timer	21	minutes
Ignition Key Cycles	0	
Starts Since Set Counte	0	
Key Cycles Since DTC L	0	
Warm Up Cycles	0	
Good Trip Counter	0	

Warnings: 0 Errors: 0

### Environmental Data

TIPMCGW | P0073 Ambient Air Temperature Sensor Circuit High

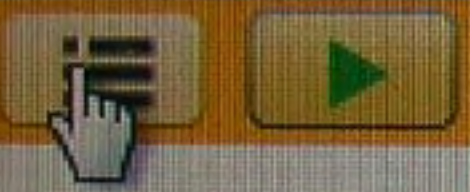
Name	Value	Units
DTC Readiness Flag	Complete	
DTC Storage State	Active	
Warning Indicator Reql	Off	
Odometer	11190.6	miles
Accumulation Timer	107	minutes
Ignition Key Cycles	0	

Event Data Clear Stored

ensioner Circuit Open

ensioner Circuit O...

or Ci...



put Circuit High

put Circuit High

Disconnect Warnings: 0 Errors: 0

# Vehicle Preparations

## Environmental Data

WCM | U0141 Lost Communication With IPM (FCM/TIPM)

Name	Value	Units
Number of DTC	1	
DTC Readiness Flag	Complete	
DTC Storage State	Stored	
Warning Indicator Requi	Off	
Odometer	11190.6	miles
Accumulation Timer	0	minutes
Ignition Key Cycles	0	cycles

Search Service Information

Disconnect

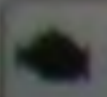
Warnings: 0 Errors: 0

12:19 PM  
1/16/2012



### Environmental Data

TIPMCGW | U0121 Lost Communication With Anti-Lock Brake Module

Data  Clear Stored

- ...DW
- ...n
- High
- Brake Module
- TIPM)
- I-C
- ft Satellite Ac...
- ht Satellite A

Name	Value	Units
DTC Readiness Flag	Not Complete	
DTC Storage State	Active	
Warning Indicator Reql	On	
Odometer	11190.6	miles
Accumulation Timer	13	minutes
Ignition Key Cycles	0	

A A

Disconnect

Warnings: 0 Errors: 0



*Strategic  
Legal  
Practices*

a professional corporation

RECEIVED  
Legal Dept.

MAY 11 2012

Chrysler Group LLC  
West Business Center

1875 Century Park East, Suite 700 • Los Angeles, CA 90067 • P: 310-277-1040 • F: 310-943-3838

Direct Dial: (310) 284-3146  
E-Mail: rshahian@slpattorney.com

May 4, 2012

VIA US Mail

Chrysler Motors LLC  
Legal Department  
7700 Irvine Center Drive  
Cims 905-02-00, 4<sup>th</sup> Floor  
Irvine, California 92616-2924

RP~ 1230688

RE:

Client(s): [REDACTED]  
Vehicle: 2011 Chrysler Tourin  
VIN: 1C3BC1FG3BN5 [REDACTED]

Dear Sir/Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Federal Magnuson-Moss Warranty Act, California's Song-Beverly Act and/or the Uniform Commercial Code with regard to the above-listed vehicle.

Having been formally notified of our representation, we respectfully demand that you do not contact our client for any reason. Instead, please direct all future contact and correspondence to this office.

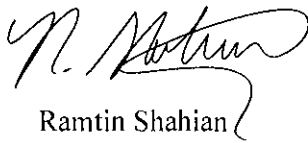
Our client's vehicle has been out of service, multiple times for various non-conformities including but not limited to, defects that cause the vehicle to make noises, defects that cause the vehicle to shut off, defects that cause the vehicle's check engine light to illuminate and defects that cause the vehicle to leak oil. Such non-conformity constitutes violations of both Federal and State law, as do the inordinate amount of unsuccessful repair attempts to cure the same non conformities which has been continuing to this date. Specifically, when you chose to bind our client to a written warranty limiting all remedies to repair or replacement of defective parts, you undertook the legal obligation to perform effective repairs within a reasonable opportunity. The inordinate amount of incompetent repairs within the applicable warranty periods and significant number of days that the vehicle was out of service shows that you failed to satisfy this obligation.

Under basic principles of good faith, this means your limited remedy failed of its essential purpose. This failure caused harm for which our client intends to seek redress.

To avoid any litigation, we respectfully demand that you take this vehicle back, return all funds paid towards the vehicle, cancel all applicable contracts, and provide compensation for the damages sustained to date, including our client's attorneys' fees pursuant to the attorney fee provisions of the Magnuson-Moss Warranty Act and/or California's Song-Beverly Act. In exchange for meeting this demand, our client will waive all loss of use and aggravation and inconvenience damages sustained to date.

In conclusion, we urge you to realize that a quick resolution of this matter will save all parties a great deal of time, money and effort. We thus encourage you to contact this office at your earliest convenience with an offer for resolution. Should you fail to do so in a timely manner, we will assume you do not seek amicable resolution and will file a claim in a court of law seeking all actual and exemplary damages available.

Sincerely,



Ramtin Shahian

*S*  
*L*  
*P*

# 1223580  
Rose



**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

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ROBERT A. RAPKIN\*\*  
ANGELA K. TROCCOLI\*\*  
FRED DAVIS\*\*  
AMY L. BENNECOFF\*\*  
CHRISTINA GILL ROSEMAN\*\*  
RICHARD A. SCHOLER\*\*  
TARA L. PATTERSON\*\*  
W. CHRISTOPHER COMPONOVO\*  
TIMOTHY J. ABEEL, JR.\*\*

ROBERT M. SILVERMAN\*\*  
CRAIG THOR KIMMEL\*\*

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\* Member, NJ Bar  
\* Member, DE Bar  
\* Member, NY Bar  
\* Member, MA Bar  
\* Member, MD Bar  
\* Member, OH Bar  
\* Member, MI Bar  
\* Member, NH Bar  
\* Member, CT Bar  
\* Member, TN Bar  
\* Member, WY Bar  
\* Member, DC Bar  
\* Member, CA Bar

WESTERN PA OFFICE, 210 Grant Street, Suite 202, 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) 429-8334, F (856) 216-7344  
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476  
CONNECTICUT OFFICE, 60 Hartford Pike, P.O. Box 325, Dayville, CT 06241, P (860) 866-4380, F (860) 263-0919  
NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515  
PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

August 17, 2011

Chrysler Group LLC  
1000 Chrysler Drive  
Auburn Hills, MI 48326-2766

RE: **Pre-Lit Program**  
[REDACTED] v. Chrysler Group, LLC  
VEHICLE TYPE: 2011 Chrysler 200  
VIN: 1C3BC2EG8BN [REDACTED]

To Whom It May Concern:

As you know, this office represents the above-captioned individual for problems encountered with their 2011 Chrysler 200. I am attaching the client's contracts and repair slips. As you can see, my client has returned to the dealership for various problems.

Please let me know if Chrysler LLC is interested in attempting 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.

Very truly yours,

W. Christopher Componovo

8/24

DZ

WCC/tc  
Enclosure

**RECEIVED**

Chrysler Group LLC  
Office of the General Counsel

AUG 23 2011

AUG 22 2011

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

By Maj/Reg. Agent/  
Sec. of State/Proc. Server

3000 23/03 J

**SIMPLE FINANCE CHARGE**

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_

Buyer Name and Address (Including County and Zip Code)  TOWNSEND DE	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)  NEWARK CHRYSLER JEEP DODGE 244 E CLEVELAND AVE NEWARK DE 19711
--	--	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2011	CHRYSLER 200 SER1	1C3BC2E68BN	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of \$2655.00
3.19%	\$ 2832.25	\$ 27146.00	\$ 29978.25	\$ 32633.25

**Your Payment Schedule Will Be:**

Number of Payments	Amount of Payments	When Payments Are Due
75	399.71	Monthly beginning 06/25/2011

Or As Follows:

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

Prepayment. If you pay off all your debt 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.

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.

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 Only)

Premium: Credit Life \$ N/A  
 Credit Disability \$ N/A

Insurance Company Name \_\_\_\_\_  
 Home Office Address \_\_\_\_\_

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and 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.

**ITEMIZATION OF AMOUNT FINANCED**

1 Cash Price (including \$ <u>281.00</u> Sales tax)	\$ <u>29506.00</u> (1)
2 Total Downpayment =	
Trade-In <u>2010 DODGE CHALLENGER</u>	
(Year) (Make) (Model)	
Gross Trade-In Allowance	\$ <u>21800.00</u>
Less Pay Off Made By Seller	\$ <u>21645.00</u>
Equals Net Trade In	\$ <u>155.00</u>
+ Cash	\$ <u>1000.00</u>
+ Other <u>CONSUMER CASH</u>	\$ <u>1500.00</u>
(If total downpayment is negative, enter "0" and see 4H below)	\$ <u>2655.00</u>
	\$ <u>2655.00</u> (2)
3 Unpaid Balance of Cash Price (1 minus 2)	\$ <u>26851.00</u> (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 \$ <u>N/A</u>	\$ <u>N/A</u>
Disability \$ <u>N/A</u>	\$ <u>N/A</u>
B Other Optional Insurance Paid to Insurance Company or Companies	\$ <u>N/A</u>
C Optional Gap Contract	\$ <u>N/A</u>
D Official Fees Paid to Government Agencies	
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>
E Government Taxes Not Included in Cash Price	\$ <u>N/A</u>
F Government License and/or Registration Fees <u>OTHER FEES</u>	\$ <u>220.00</u>
G Government Certificate of Title Fees	\$ <u>25.00</u>
H 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>NEWARK CHRYSLER</u> for <u>DOC FEE</u>	\$ <u>50.00</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	\$ <u>295.00</u>
5 Amount Financed (3 + 4)	\$ <u>27146.00</u> (5)

**Other Optional Insurance** N/A

Type of Insurance N/A Term N/A

Premium \$ \_\_\_\_\_  
 Insurance Company Name \_\_\_\_\_  
 Home Office Address \_\_\_\_\_

Type of Insurance N/A Term N/A

Premium \$ \_\_\_\_\_  
 Insurance Company Name \_\_\_\_\_  
 Home Office Address \_\_\_\_\_

Other optional insurance is not required to obtain credit. Your decision to buy or not to 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** Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

**X** Co-Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

**THIS CONTRACT DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.**

**Returned Check Charge:**  
 If any check you give us is dishonored, you agree to pay a charge of \$40.

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

3 Unpaid Balance of Cash Price (1 minus 2)	\$	26851.00	(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	
B Other Optional Insurance Paid to Insurance Company or Companies	\$	N/A	
C Optional Gap Contract	\$	N/A	
D Official Fees Paid to Government Agencies			
to N/A for N/A	\$	N/A	
to N/A for N/A	\$	N/A	
to N/A for N/A	\$	N/A	
E Government Taxes Not Included in Cash Price	\$		
F Government License and/or Registration Fees	\$	220.00	
OTHER FEES	\$	25.00	
G Government Certificate of Title Fees	\$		
H 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 NEWARK CHRYSLER for DOC FEE	\$	50.00	
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	\$	295.00	
5 Amount Financed (3 + 4)	\$	27146.00	(5)

Premium \$ N/A

Insurance Company Name N/A

Home Office Address N/A

Type of Insurance N/A Term N/A

Premium \$ N/A

Insurance Company Name N/A

Home Office Address 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** Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

**X** Co-Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

**THIS CONTRACT DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.**

**Returned Check Charge:**  
If any check you give us is dishonored, you agree to pay a charge of \$40.

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 \_\_\_\_\_

**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 4C 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. Name of Gap Contract \_\_\_\_\_

I want to buy a gap contract.

Buyer Signs X \_\_\_\_\_

**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.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X \_\_\_\_\_ Co-Buyer Signs X \_\_\_\_\_  
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.  
See back for other important agreements.

**NOTICE TO THE BUYER:** 1. Do not sign this contract before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the contract you sign.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X \_\_\_\_\_ Date 05/28/11 Co-Buyer Signs X \_\_\_\_\_ Date \_\_\_\_\_

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

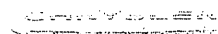
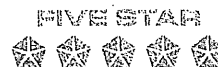
Other owner signs here X \_\_\_\_\_ Date 05/28/11 Address \_\_\_\_\_

# BRANDYWINE SMYRNA, INC.

19 S. DuPont Blvd. P.O. Box 308

SMYRNA, DELAWARE 19977

Phones (302) 653-8521 • 1 (800) 448-5500



RAM

cdjs\_technical@comcast.net

SERVICE DEPT. HOURS  
MON.-FRI. 7:30 A.M. - 5:00 P.M.

VEHICLES ARE RELEASED ONLY DURING SERVICE HOURS AND AFTER PAYMENT OF ALL CHARGES.

CELL: 302-379-1874

CUSTOMER NO. <b>22099</b>	ADVISOR <b>STU</b>	TAG NO. <b>271</b>	INVOICE DATE <b>08/11/11</b>	INVOICE NO. <b>CHCS140298</b>	
[REDACTED] TOWNSEND, DE [REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE <b>4,568</b>	COLOR <b>SILVER/</b>	
	YEAR / MAKE / MODEL <b>11/CHRYSLER/200 SERIES 4DR/200 TOUR</b>			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. <b>1 C 3 B C 2 E G 8 B N</b>			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE <b>08/04/11</b>		
COMMENTS				<b>MO: 4625</b>	

LABOR & PARTS

# 1 18CHZ      DRIVABILITY      HOURS: 2.10      TECH(S):84      WARRANTY

CUST STATES VEHICLE WILL SHUT OFF WHILE DRIVING, DIES WHILE AT LIGHTS, HAPPENS WHEN SITTING FOR A LONG TIME THEN AFTER DRIVING 10 MINUTES .. CUST STATES THIRD ATTEMPT FOR REPAIR TWICE AT NEWARK DLR .. CUST ADVISED REGARDING 1ST DAY RENTAL .. CUST STATES NEEDS BACK BY THREE OCLOCK .. LIMITED TIME FOR REPLICATION AND/OR DIAGNOSIS  
UNABLE TO REPLICATE CONCERN: 4 ROADTRIP ATTEMPTS 4568 - 4581 MILES. NO CODES , NO DTC'S, NO TSB'S CONTACTED STAR ENGINEERING, INSTRUCTED TO INSPECT WIRING CONNECTORS, HARNESS, WCN CAM AND CRANK CONNECTORS ALL PASSED INSPECTION. CONTACTED DISTRICT TECH REP AND FORWARDED ENGINEERING CAM CODE DATA STREAM TO REP. DATA STREAM CONFIRMS "STALL" OCCURED AT IDLE. DATA INCUNCLUSIVE AS TO CAUSE .. ONLY 1 FREEZE FRAME DATA STORED. TECH REP INDICATED THAT DEALER SHOULD ATTEMPT TO RECREATE STALL W/ VCI POD DATA RECORDER ON VEHICLE. DEALER ROADTESTED 4 MORE TIMES UNDER CONDITIONS DESCRIBED BY CUSTOMER (SET TILL COLD, ROADTESTED AFTER SITTING DROVE APPROX 10 - 15 MINUTES AND CAME TO SEVERAL STOPS. NO DROP OF RPM NOTED BEYOND TARGET IDLE. CHRYSLER REP. INDICATED THAT SINCE WE COULD NOT REPLICATE IN OUR CUSTODY, THAT WE SHOULD DATA CLEAR AND ALLOW CUSTOMER TO SEE IF CONDITION REOCCURS, IF DOES HAPPEN THAT CUSTOMER SHOULD RETURN TO RE-DOWNLOAD "NEW" DATA STREAM FOR COMPARISON TO ONE TAKEN ON 08/10/2011 .. TOTAL ROADTEST 57 MILES OVER 4 DAYS

JOB # 1 TOTAL LABOR & PARTS      0.00

# 2 40CHR      SUBLET RENTAL      HOURS:      TECH(S):8      WARRANTY

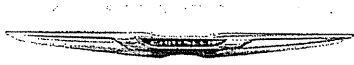
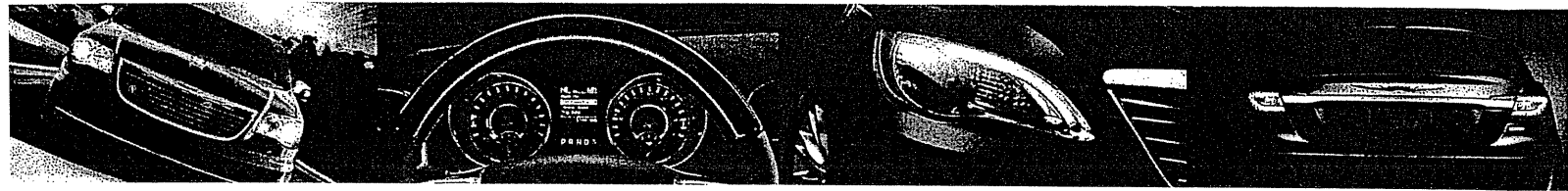
SUBLET RENTAL  
1ST DAY RENTAL ..  
SUBLET RENTAL

JOB # 2 TOTAL LABOR & PARTS      0.00

SUBLET	PO#	VEND INV#	INV. DATE	DESCRIPTION	TOTAL - SUBLET	WARRANTY
JOB # 2	21066	D733451	08/11/11	CAR RENTAL		0.00
					TOTAL - SUBLET	0.00

COMMENTS  
NOTED: CUSTOMER ARRIVED 8/4/2011, NO CHRYSLER RENTAL AVAIL. CUSTOMER TOOK VEHICLE W/O LEAVING AND RETURNED 08/08/2011 TO GET RENTAL VEHICLE .. 4 DAYS OF RO TIME = VEHICLE NOT IN SHOP ..

The Reynolds and Reynolds Company EPRINTS114E CC638441 Q (01/11)



2494

Dear [REDACTED]

Welcome to the Chrysler family. We trust your new 2011 Chrysler 200 has helped reignite your dreams of beauty, speed and amenity — and we want to thank you for choosing Newark Chrysler Jeep Dodge.

We're proud of our service department. David Leithren, our service and parts director, heads up an experienced team of specialists who knows every inch of your Chrysler vehicle. What's more, they have the right tools and technology to keep it running beautifully.

And our dedication to service doesn't end there. We'll be sending you periodic service specials that make our already low prices even lower. Plus, we carry authentic Mopar® parts — the only parts expressly crafted for your Chrysler.

Thank you for making us your dealership. We look forward to serving you and your vehicle needs.

Sincerely,

*Gary P. Hendrixson*

Gary P. Hendrixson  
Newark Chrysler Jeep Dodge

PS: Let's take our relationship to the next level. Register your email address online to receive special Chrysler brand eNewsletters, exclusive offers and more. Simply visit [chrysler.com/ownersignup](http://chrysler.com/ownersignup) and type in this personal code: 1C3BC2EG8BN530308. Or register toll-free at 1-800-CHRYSLER.

Chrysler, Jeep®, Dodge, Ram, Mopar and SRT are registered trademarks of Chrysler Group LLC.

26421 00 02494

Keep this dealership information handy for the next time your vehicle needs an oil change or service of any kind.

**Visit our Service Department:**

NEWARK CHRYSLER JEEP DODGE  
244 East Cleveland Ave  
Newark, DE 19711  
302-731-0100/800-653-0535  
[www.newarkchryslerjeep.com](http://www.newarkchryslerjeep.com)  
BN530308-23245-20110628

**Service Hours:**

Mon-Fri 7:00 a.m. - 6:30 p.m.  
Sat 8:00 a.m. - 4:00 p.m.

Visit our Web site at: [www.chrysler.com](http://www.chrysler.com)  
(800) CHRYSLER  
Towing assistance (800) 521-2779  
Customer assistance (800) 247-9733





1230653  
Schott

THE LAW OFFICE OF RICHARD A. MCNEIL

4030 Wake Forest Road Suite 300  
Raleigh, NC 27609  
rickmcneil@filer.clemonlaw.com  
Phone: (919) 719-7214  
Fax: (888) 542-6123  
www.filer.clemonlaw.com

**Chrysler Group LLC**  
Office of the General Counsel

MAY 15 2012  
By                      Mail/Reg. Agent/  
Sec. of State/Proc. Server

May 10, 2012

VIA FIRST CLASS U.S. MAIL

Chrysler Group, LLC  
Warranty Litigation  
Office of General Counsel  
1000 Chrysler Drive, CIMS 485-13-32  
Auburn Hills, MI 48326-2766

RECEIVED

MAY 16 2012  
MILLER, CANFIELD, PADDOCK  
AND STONE, P.L.C.

Re: Settlement Demand  
Our Client: ██████████  
Vehicle: 2011 Dodge Avenger  
Date of Purchase: April 22<sup>nd</sup> 2011  
VIN: 1B3BD2FG9BN██████  
Current Mileage: 21,100

Dear Sir or Madam,

Please be advised that this office has been retained by Ms. ██████████ regarding the above-referenced vehicle which was obtained from US1 Chrysler Dodge in Sanford, NC. Since purchase, our client's vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, our client has been forced to seek full relief pursuant to state and federal consumer product warranty laws.

The vehicle's primary defects and nonconformities include, but are not limited to, the following:

**Engine; Transmission; CEL; Loss of Power; Stalling; Vehicle Cuts Off**

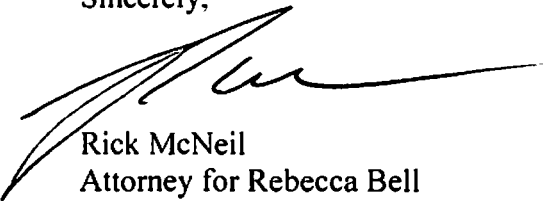
Ms. ██████████ vehicle has presented for repair on 4 or more occasions for the same defect and it continues to exist. This meets the presumption under the NC Lemon Law. Further, these nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the North Carolina Lemon Law, the Magnuson-Moss Warranty Act and the North Carolina Uniform Commercial Code.

Therefore, you (and the authorized dealer) are hereby notified that our client is revoking acceptance of the vehicle effective immediately. Our client has directed us to demand the return

of any and all funds paid towards this vehicle, to rescind the contracts, and to seek compensation for any incidental and consequential damages, including attorney's fees. Please inform this office of the procedure whereby our client may return the vehicle and recoup these expenses. DO NOT CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES AND DIRECT ALL INQUIRIES TO THIS LAW OFFICE.<sup>1</sup>

Please contact this office as soon as possible to discuss resolving this matter. If you wish to schedule a final repair or inspection of this vehicle, please contact us within 15 days to make arrangements. We would like to reach a resolution on this matter within 40 days. However, if this is not possible, we have been directed by our client to commence formal legal proceedings.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick McNeil", with a long horizontal flourish extending to the right.

Rick McNeil  
Attorney for Rebecca Bell

---

<sup>1</sup>Until this matter is resolved, my client reserves the right to make appointments to have current and future defects repaired by any authorized dealer of the consumer's choice, especially while the vehicle remains under warranty.

1229677  
Rose

**DAVID J. GORBERG & ASSOCIATES, P.C.**

32 PARKING PLAZA  
SUITE 700  
ARDMORE, PA 19003  
1-800-MY-LEMON  
1-800-695-3666  
215-665-7660  
FAX 215-663-9798  
www.MylLemon.com

NEW JERSEY OFFICE  
208 KINGS HIGHWAY SOUTH  
CHERRY HILL, NJ 08034  
(856) 354-2119  
PITTSBURGH OFFICE  
1900 ALLEGHENY BLDG.  
429 FORBES AVENUE  
PITTSBURGH, PA 15219  
412-694-9970  
FAX 412-694-9983

DAVID J. GORBERG\*  
LAURA L. APFLEGATE  
COURTNEY L. SOFIA\*  
EDWARD B. FEINER\*

\*MEMBER OF PA AND NJ BARS  
†MEMBER OF PA AND NY BARS

Chrysler Group, LLC  
1000 Chrysler Drive  
CIMS 485-13-32  
Auburn, MI 48326-2766

RE: Our Client: [REDACTED]  
Vehicle: 2011 Chrysler 200  
Vin #: 1C3BC2FGXBN [REDACTED]

**RECEIVED**

APR 05 2012

April 2, 2012

MILLER, CANFIELD, PADDOCK  
AND STONE, P.L.C.  
Chrysler Group LLC  
Office of the General Counsel

APR 04 2012

By: [Signature]  
Maitree Aganiv  
Sec. of State/Fluc. Senior

Dear Sir or Madam:

Please be advised this office represents the above individual under any and all of the following claims:

Pennsylvania's Automobile Lemon Law Act, Magnuson-Moss Act, Uniform Commercial Code and Unfair Trade Practices Act.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office.

Kindly confirm receipt of this letter, and have a representative contact our office to discuss this matter at your first convenience.

Very truly yours,

DAVID J. GORBERG

DJG/jm

1228865

# ALEX SIMANOVSKY & ASSOCIATES, LLC *Gadberry*

CONSUMER PROTECTION ATTORNEYS

NATHAN H. ELMORE, ESQ.  
LICENSED IN MISSISSIPPI  
EXTENSION: 1053  
E-MAIL: NATHAN@LEMONLAWINFO.COM

401 E CAPITOL STREET, SUITE 100M  
JACKSON, MS 39201

CORPORATE OFFICE:  
2300 HENDERSON MILL ROAD, SUITE 300  
ATLANTA, GA 30345  
770-414-1002 1-866-865-3666  
FACSIMILE: 770-414-9891 1-877-216-0365

PLEASE DIRECT ALL CORRESPONDENCE  
TO CORPORATE OFFICE.

**Chrysler Group LLC**  
Office of the General Counsel

March 1, 2012

MAR 06 2012  
By: *[Signature]* Mail/Reg. Agent/  
Sec. of State/Proc. Server

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

**RE: Linda Ingle v. Chrysler Group, LLC**  
**NOTICE OF CONSUMER WARRANTY LAW VIOLATION**

Our Client: [REDACTED]  
Vehicle: 2011 Chrysler 200  
VIN: 1C3BC1FG4BN [REDACTED]  
Date of purchase: 05/24/11  
Our File No.: MS12-10103

**RECEIVED**

MAR 07 2012

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

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. **Engine;**
2. **Stalling;**
3. **Serious safety defect.**

*[Faint signature]*

MAR 08 2012

**RECEIVED**

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, 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 him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

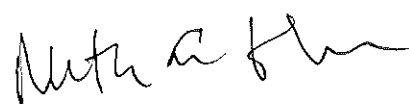
If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this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

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. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan Elmore". The signature is written in a cursive, flowing style.

Nathan Elmore, Esq.  
Attorney at Law

CC:



Case No. 1228215

# THE LAW OFFICE OF DARIN SIEFKES, PLLC

1523 West Koenig Lane, Austin, Texas 78756

(512) 206-4242 Phone

(512) 206-4243 Facsimile

February 2, 2012

2/2

Chrysler Group LLC  
Chrysler Customer Center  
PO Box 21-8004  
Auburn Hills, MI 48321-8004

FILED  
FEB 14 2012  
RECEIVED

*By Certified Mail, Return Receipt Requested*

Attn: Legal Department

Our Client: [REDACTED]  
Our Case No.: 12-00108  
Vehicle: 2011 Chrysler 200  
Date of Delivery: 3/2/2011  
VIN: 1C3BC1FG7BN [REDACTED]

RECEIVED  
FEB - 6 2012

SPECIAL INVESTIGATION

Dear Sir or Madam:

Please be advised that this office represents the above-named individuals with respect to a claim against Chrysler under the Texas Deceptive Trade Practices Act and the Magnusson-Moss Warranty Act, concerning the above-referenced vehicle. Accordingly, please direct all future contacts and correspondence to this office. This letter also serves as a "Notice to Cure" under Texas law.

As an attorney-client relationship exists, you are instructed not to discuss the settlement of this case with my client, nor make any offers to my client. All such communications must be directed to this office. Should my client request warranty repair work during the pendency of this claim or lawsuit, you are to provide said work. Your refusal to do so will constitute a further breach of warranty. Your communications with my client are to be limited solely to providing warranty work requested by my client. In addition, you are hereby notified of our attorney's lien.

The vehicle my client purchased contains a number of defects that, after numerous attempts to repair, have not been corrected. These defects include, but are not limited to:

- a) Engine issues
- b) Any and all additional complaints actually made, whether or not contained on your service records, company's invoices, or otherwise.

RECEIVED

RECEIVED

FEB 07 2012

FEB 06 2012

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

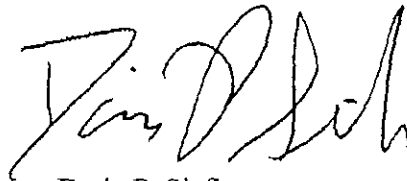
CCRG  
Office of the General Counsel

What is particularly dangerous about this vehicle is that the dealer has yet to attempt a fix even after three visits. We have included a photo showing the vehicle after one of its "incidents." Therefore, we must demand a final repair from the manufacturer.

The aforementioned defects (repair invoices demonstrating the same enclosed herein) constitute a substantial impairment of the use, value and safety of the subject vehicle. Due to the inordinate amount of repairs and/or days out of service within the applicable warranty period, my client has lost all confidence in the vehicle and believes the vehicle to be unsafe as well as unfit to operate. Accordingly, please be advised that my client is hereby revoking acceptance of the subject vehicle. My client has directed this office to demand the return of all funds paid toward this vehicle, the cancellation of the contract, and compensation for damages.

If you wish to resolve this matter amicably, please feel free to contact this office within fourteen (14) days of receipt of this communication. If the matter has not been resolved within that time, my client will avail themselves of all the available remedies under law and equity.

Very truly yours,

A handwritten signature in black ink, appearing to read "Darin P. Siefkes". The signature is fluid and cursive, with a large initial "D" and "S".

Darin P. Siefkes  
Attorney at Law

Enc.



THE BICKEL LAW FIRM, INC.  
AN AUTOMOBILE LEMON LAW FIRM OF CALIFORNIA  
1950 SYMPHONY TOWERS, 750 B STREET  
SAN DIEGO, CALIFORNIA 92101  
TELEPHONE 619.374.4100 FACSIMILE 619.231.9040  
ERIKANICOLALDE@BICKELLAWFIRM.COM  
WWW.BICKELLAWFIRM.COM

RECEIVED  
Legal Dept.

FEB 07 2012

Chrysler Group LLC  
West Business Center

February 6, 2012

*Via Express Mail*

Chrysler Group LLC  
7700 Irvine Center Drive, Suite 400  
Irvine, CA 92618

RD~ 1228419

Re: [REDACTED]  
2011 Chrysler 200, VIN: 1C3BC1FG9BN [REDACTED]

Chrysler Group LLC ("Chrysler"),

The Bickel Law Firm, Inc. has been retained by Ms. [REDACTED] to enforce her warranty rights relative to her 2011 Chrysler 200 vehicle. Ms. [REDACTED] purchased the Chrysler 200 on or about July 27, 2011 in anticipation that it would provide safe and reliable transportation. Instead, the vehicle suffers from serious defects which have manifested in the vehicle frequently stalling, jerking, hesitating, accelerating on its own, and reoccurring sticking of the brake pedal and gas pedal.

To date, the vehicle has been returned to Buerge Chrysler Jeep in Santa Monica, California and L.A. Chrysler in Inglewood, California for repeated repair attempts of the same defects on no fewer than five (5) occasions. The repair records reflect that the problems have been verified by Chrysler authorized technicians. Notwithstanding Chrysler's repeated attempts to repair the vehicle, the defects persist and the vehicle remains in need of permanent repair. Given Chrysler's demonstrated inability to remedy the vehicle's defective condition, our client has lost all confidence in the vehicle's safety and reliability.

Thus, Ms. [REDACTED] would like to exercise her right under the law to have her defective vehicle replaced with a comparably equipped 2011 Chrysler 200 *sans* the defects her vehicle has been exhibiting. Accordingly, in an effort to preempt litigation, my client is herein giving Chrysler an opportunity to replace the subject vehicle pursuant to the terms of California's Song-Beverly Consumer Warranty Act, Civil Code §1790 et seq. Pursuant thereto, my client is willing to return the subject vehicle to Chrysler in exchange for Chrysler's replacement of the subject vehicle with a new comparably equipped 2011 Chrysler 200 and Chrysler's contribution as follows:

\$ 3,250.00 Attorney's Fees

Or, if Chrysler is unwilling or unable to replace the subject vehicle, my client is herein demanding that Chrysler repurchase the subject vehicle pursuant to the terms of California's Song-Beverly Consumer Warranty Act. Pursuant thereto, my client is willing to return the subject vehicle to Chrysler in exchange for Chrysler's payment of restitution as follows:

\$	2,936.36	7 Payments of \$419.48 (thru 3/10/12)
\$	ATP	Payments after 3/10/12 (if applicable)
\$	ATP	Registration
\$	<u>-918.49</u>	Less Mileage Offset at 4,831 Miles
\$	2,017.87 plus loan payoff	Total Restitution

We have enclosed copies of our client's vehicle purchase contract and repair records for your review. Please respond to this office on or before March 9, 2012. Your prompt attention to this matter is appreciated.

Very truly yours,



ERIKA M. NICOLALDE

Enclosures

cc: [REDACTED]

M. NICHOLAS NITA  
KRISTINA P. STEPHENSON  
SUSAN Y LEE  
JEREMY SNIDER  
RONALD J. BOLZ\*  
CHRISTOPHER M. LOVASZ\*\*  
STEVEN S. TOTH\*\*

\*Licensed in IL, IN, OH and WI only  
\*\*Licensed in MI and WI only

CONSUMER  
LEGAL  
SERVICES, P.C.

ATTORNEYS AND COUNSELORS

www.LemonAuto.com

2330 LONG BEACH BLVD.  
LONG BEACH, CA 90806  
(562) 424-3293  
FAX: (562) 595-1849  
E-MAIL: [CLS@LEMONAUTO.COM](mailto:CLS@LEMONAUTO.COM)

RECEIVED  
Legal Dept.

MAR 15 2012

March 12, 2012

Chrysler Group LLC  
West Business Center

CHRYSLER GROUP LLC  
7700 Irvine Center Drive Suite 400  
Irvine, California 92618-2924

RP-1229335

Re: Subject Vehicle: 2011 Chrysler 200 (VIN# 1C3BC1FG8BN [REDACTED]

Dear Sir/Madam:

Please be advised that this law office, Consumer Legal Services, P.C., represents Ms. [REDACTED] regarding the purchase/lease of a 2011 Chrysler 200. Please direct any and all future correspondence directly to my office.

This letter shall constitute formal notice to you under the Song-Beverly Warranty Act, the Magnuson-Moss Warranty Act, the California Uniform Commercial Code sections 2607 and 2608, and all other applicable consumer goods and warranty laws.

Specifically, my client is requesting that you comply with paragraph (2) of subdivision (d) of Section 1793.2 of the California Civil Code by promptly making restitution to him/her/them in accordance with the California and Federal lemon laws. The limited written warranty that accompanied the purchase of the subject vehicle provides in part that CHRYSLER GROUP LLC or its authorized dealerships, will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that you have been unable to service or repair the subject vehicle to conform to the applicable express warranties after a reasonable number of attempts, as evidenced by the repair history on the subject vehicle.

Further, the subject vehicle did not perform as promised, did not and could not pass without objection in the trade under the warranty description, did not match the quality of the similar goods, and/or otherwise would not be fit for the ordinary purposes for which it was intended. By way of example, and not by way of limitation, the defects, malfunctions, mis-adjustments, and/or non-conformities with my client's vehicle include the following: several visits and repairs made due to check engine light on caused by faulty sensors and electrical wire issues. As evidenced by the repair history on the subject vehicle, said non-conformities have substantially impaired the use, value and safety of the vehicle to my client.

In order to assist you in evaluating this matter, please see attached copies of my client's repair orders. Full and complete repair orders and invoices are in the manufacturer's and repairing dealers' possession and therefore equally available. My client requests that a full and complete copy of the entire repair history under warranty be provided to him/her prior to any and all settlement.

This letter shall also constitute Notice of Breach under the California Uniform Commercial Code section 2607 and Revocation of Acceptance under section 2608.

Based on the above, my client requests that you promptly repurchase his/her vehicle and pay statutory damages pursuant to Civil Code 1794.

Thank you for your time and attention. I look forward to hearing from you within the statutorily-allotted time.

Very Truly Yours,

**CONSUMER LEGAL SERVICES, P.C.**

M. Nicholas Nita, Esq.

Enclosures

MNN: sc

Marshall 1228029  
2150789/



ATTORNEYS AT LAW

Gallon, Takacs, Boissoneault & Schaffer Co., L.P.A.

1/25

Jack Gallon Building  
3516 Granite Circle  
Toledo, OH 43617-1172

January 25, 2012

(419) 843-2001  
(800) 352-1976  
Fax (419) 843-6665  
www.gallonlaw.com

**VIA CERTIFIED MAIL**  
Chrysler Group, LLC  
P.O. Box 21-8004  
Auburn Hills, MI 48321-8004

RECEIVED  
JAN 27 2012  
SPECIAL INVESTIGATIONS

Jack Gallon - Founder  
(Retired 2011)

Re: [REDACTED]  
2011 Dodge Avenger  
VIN 1B3BD1FG2BN [REDACTED]

- William E. Takacs\*
- Kevin J. Boissoneault\*
- Thomas J. Schaffer
- Vernos J. Williams
- Michael P. Dansack, Jr.
- Marilyn Brenner Levine
- Theodore A. Bowman
- John M. Roca
- Dawn T. Christen
- Michael D. Bell
- Louis S. Kovacs
- Laura A. Wilson
- Wayne W. Biggert
- Drew Masé\*
- Jonathan M. Ashton
- Jeffrey W. Swiech

To Whom It May Concern:

Please be advised that Gallon, Takacs, Boissoneault & Schaffer Co., LPA and the undersigned have been retained to represent [REDACTED] in connection with the above referenced matter.

According to my client, she purchased a 2011 Dodge Avenger from Yark Automotive Group on July 18, 2011. My client has advised that the vehicle intermittently stalls when coming to a stop. This has occurred at least six (6) times since Ms. [REDACTED] purchased the vehicle in July. My client has taken the vehicle to both Yark Automotive Group as well as Charlie's Dodge Chrysler Jeep Ram to be repaired as referenced by the enclosed invoices dated October 22, 2011, October 28, 2011 and December 5, 2011. Each time Ms. [REDACTED] has taken the vehicle in for repairs, the service department could not find anything wrong with the vehicle, no repairs were made and the problems continued. Ms. [REDACTED] contacted Chrysler on October 28, 2011 and spoke to Kathy Nelson and was advised that Chrysler would review the matter and contact Yark. To date, Ms. [REDACTED] has not yet received a response.

- Of Counsel:
- Cassandra J.M. Mayer
- Mansfield, OH
- James R. Kellam
- Sandusky, OH

Ms. [REDACTED] has provided a reasonable opportunity for the problems to be repaired. Pursuant to Ohio Lemon Law, since the problems have not been remedied in a reasonable time period and after being given a reasonable opportunity, you must either replace the vehicle or give Ms. [REDACTED] a refund.

The purpose of this correspondence is to demand that you repair Ms. [REDACTED] 2011 Dodge Avenger to correct the stalling issue or in the alternative, replace her 2011 Dodge Avenger with a duplicate make and mode. Please contact my office February 24, 2012 to advise if we can reach an amicable resolution to this matter.

I will await your reply.

Very Truly Yours

RECEIVED

GALLON, TAKACS, BOISSONEAULT & SCHAFFER CO., L.P.A.

JAN 31 2012

By: [Signature]  
Dawn T. Christen

MILITARY, CANTFIELD, RYBDOCK  
AND STONE, P.L.C.  
cc: Ms. Terri Winters

BY: \_\_\_\_\_

Ohio  
Toledo | Defiance | Findlay  
Fremont | Lima | Mansfield  
Sandusky



05/23/2012

CT Log Number 520557847

**TO:** Melissa Graylin  
Chrysler Group LLC  
Office Of General Counsel, 1000 Chrysler Drive  
CIMS: 485-13-62  
Auburn Hills, MI 48326-2766

**RE: Process Served In Kentucky**

**FOR:** Chrysler Group LLC (Domestic State: DE)

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

**TITLE OF ACTION:** [REDACTED]  
*Name discrepancy noted.*

**DOCUMENT(S) SERVED:** Summons, Complaint and Jury Demand, Exhibit(s)

**COURT/AGENCY:** Boone County Circuit Court, KY  
Case # 12C11056

**NATURE OF ACTION:** Product Liability Litigation - Manufacturing Defect - Breach of Warranty - Defective  
2011 Chrysler 200, VIN #: 1C3BC1FG3BN521086

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Frankfort, KY

**DATE AND HOUR OF SERVICE:** By Certified Mail on 05/23/2012 postmarked: "Illegible"

**JURISDICTION SERVED :** Kentucky

**APPEARANCE OR ANSWER DUE:** Within 20 days following the day of delivery

**ATTORNEY(S) / SENDER(S):** Eric Kaczander  
Krohn & Moss, Ltd.  
10 N. Dearborn St.  
3rd Floor  
Chicago, IL 60602  
312-578-9428

**ACTION ITEMS:** CT has retained the current log, Retain Date: 05/23/2012, Expected Purge Date:  
05/28/2012  
Image SOP

**SIGNED:** C T Corporation System  
**PER:** Amy McLaren  
**ADDRESS:** 306 W. Main Street  
Suite 512  
Frankfort, KY 40601  
**TELEPHONE:** 800-592-9023

AOC-105 Doc. Code: CI  
Rev. 1-07 05/17/2012 03:33 pm  
Page 1 of 1 Ver. 1.02  
Commonwealth of Kentucky  
Court of Justice www.courts.ky.gov  
CR 4.02; CR Official Form 1



CIVIL SUMMONS

Case No. 12-CI-1056

Court  Circuit  District

County Boone

PLAINTIFF

ANITA HOLLORAN  
c/o KROHN & MOSS  
10 NORTH DEARBORN STREET, 3RD FLOOR  
CHICAGO Illinois 60602

VS.

DEFENDANT

CHRYSLER GROUP LLC  
R/A C/T CORPORATION SYSTEM  
306 W MAIN ST, SUITE 512  
FRANKFORT Kentucky 40601

Service of Process Agent for Defendant:

C/T CORPORATION SYSTEM  
306 W MAIN STREET, SUITE 512

FRANKFORT Kentucky 40601

THE COMMONWEALTH OF KENTUCKY  
TO THE ABOVE-NAMED DEFENDANT(S):

You are hereby notified a legal action has been filed against you in this Court demanding relief as shown on the document delivered to you with this Summons. Unless a written defense is made by you or by an attorney on your behalf within 20 days following the day this paper is delivered to you, judgment by default may be taken against you for the relief demanded in the attached Complaint.

The name(s) and address(es) of the party or parties demanding relief against you are shown on the document delivered to you with this Summons.

Date: May 21, 2012

By [Signature] Clerk  
[Signature] D.C.

Proof of Service

This Summons was served by delivering a true copy and the Complaint (or other initiating document) to:

this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

Served by: \_\_\_\_\_  
\_\_\_\_\_ Title

**COMMONWEALTH OF KENTUCKY  
BOONE COUNTY CIRCUIT COURT  
CIVIL DIVISION III  
NO. 12CC1056**

FILED  
BOONE CIRCUIT/DISTRICT COURT  
MAY 21 2012  
DIANNE MURRAY, CLERK  
BY JS DC

ANITA HOLLORAN

*Plaintiff*

vs.

**JURY DEMAND**

CHRYSLER GROUP, LLC

*Defendant*

\* \* \* \* \*

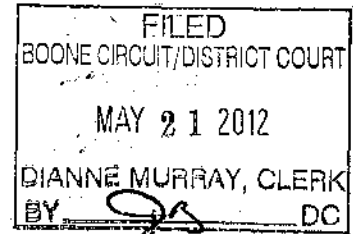
**The undersigned demands a jury trial.**

By: 

Eric Kaczander - Atty No. 94220  
Attorney for Plaintiff  
Krohn & Moss, Ltd.  
10 N. Dearborn St., 3<sup>rd</sup> Floor  
Chicago, Illinois 60602  
(312) 578-9428



COMMONWEALTH OF KENTUCKY  
BOONE CIRCUIT COURT  
CIVIL DIVISION  
NO. 12-CI-1056



ANITA HOLLORAN

*Plaintiff*

vs.

**COMPLAINT**

CHRYSLER GROUP, LLC,

*Defendant*

Serve: C/T Corporation System  
306 West Main Street  
Suite 512  
Frankfort, KY 40601

\* \* \* \* \*

NOW COMES the Plaintiff, ANITA HOLLORAN, by and through her attorneys, KROHN & MOSS, LTD., and for her Complaint against Defendant, CHRYSLER GROUP, LLC, alleges and affirmatively states as follows:

**PARTIES**

1. Plaintiff, ANITA HOLLORAN ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Kentucky.
2. Defendant, CHRYSLER GROUP, LLC ("Manufacturer"), is a foreign corporation authorized to do business in the State of Kentucky, County of Boone, 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 JEFF

WYLER CHRYSLER ("Seller"). Manufacturer does business in all counties of the State of Kentucky including Boone County.

### **JURISDICTION AND VENUE**

3. This Court has jurisdiction pursuant to KRS §454.210(2), and the matter in controversy exceeds, exclusive of interests and costs, the minimum jurisdictional requirements for this Court.

4. Venue is proper in Boone Circuit Court, pursuant to KRS §454.210(4) because the cause of action or some part thereof arose in Boone County, Kentucky.

### **BACKGROUND**

5. On or about July 23, 2011, Plaintiff purchased from Seller a 2011 Chrysler 200 ("200"), manufactured by Manufacturer, Vehicle Identification No. 1C3BC1FG3BN521086, for valuable consideration (See copy of Retail Installment Contract, attached hereto as Exhibit "A").

6. The purchase price of the 200, including registration charges, document fees, sales tax and bank and finance charges, totaled \$35,546.16.

7. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the 200 cannot be utilized for personal, family and household use as intended by Plaintiff at the time of acquisition.

8. In consideration for the purchase of the 200, Manufacturer issued and supplied to Plaintiff its written warranty which included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage as well as other warranties fully outlined in Manufacturer's New Car Warranty booklet (Plaintiff is attempting to locate a copy of the warranty booklet; however, said document is equally available to Manufacturer).

9. On or about July 23, 2011, Plaintiff took possession of the 200 and shortly thereafter experienced the defects listed below.

10. The defects described below violate Manufacturer's warranty issued to Plaintiff as well as the implied warranty of merchantability.

11. Plaintiff delivered the 200 to Manufacturer, through its authorized dealership network, on numerous occasions.

12. Plaintiff avers that the 200 has been subject to repair on multiple occasions for the same defects and that the defects remain uncorrected.

13. Plaintiff brought the 200 to Seller and/or an authorized service dealer of Manufacturer for the following defects:

- a. Defective engine as evidenced by stalling;
- b. Defective body and trim as evidenced by misaligned driver's door;
- c. Defective transmission as evidenced by improper shifting;
- d. Defective brakes as evidenced by excessive noise; and
- e. Any additional complaints made by Plaintiff, whether or not contained on any authorized dealer repair orders.

14. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the 200.

15. After a reasonable number of attempts to cure the defects in Plaintiff's 200, Manufacturer was unable and/or failed to repair the defects as provided in Manufacturer's warranty.

16. Plaintiff justifiably lost confidence in the 200's safety and reliability.

17. Said defects could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the 200.

18. As a result of these defects, Plaintiff revoked her acceptance of the 200 in writing.

19. At the time of revocation, the 200 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.

20. Manufacturer refused Plaintiff's demand for revocation and refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

21. The 200 remains in a defective and unmerchantable condition and continues to exhibit the above mentioned defects.

22. Plaintiff has been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its written warranty and its failure to provide Plaintiff with a merchantable 200.

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

23. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-22 of this Complaint.

24. Plaintiff is a purchaser of a consumer product who received the 200 during the duration of a written warranty period applicable to the 200 and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

25. Manufacturer is a supplier of a consumer product engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.

26. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's written warranty.

27. 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 200 was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

28. Plaintiff's purchase of the 200 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 200 to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the 200 in the event that the 200 failed to meet the specifications set forth in Manufacturer's warranty.

29. Manufacturer's warranty was the basis of the bargain of the contract between Plaintiff and Manufacturer for the sale of the 200 to Plaintiff.

30. Said purchase of Plaintiff's 200 was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

31. Plaintiff has met all of her obligations and preconditions as provided in Manufacturer's written warranty.

32. 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.

33. 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. Revocation of acceptance of the vehicle in accordance with 15 U.S.C. §2310(d) and KRS § 355.2-608;
- b. Return of all monies paid, diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- d. Such other and further relief that the Court deems just and appropriate.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

34. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-22 of this Complaint.

35. The 200 purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from Manufacturer to Plaintiff.

36. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.

37. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

38. Pursuant to 15 U.S.C. §2308, Plaintiff's 200 was impliedly warranted to be substantially free of defects in both material and workmanship and thereby fit for the ordinary purpose for which the 200 was intended.

39. The 200 was warranted to pass without objection in the trade under the contract description and was required to conform to the descriptions of the 200 contained in the contracts and labels.

40. The above described defects in the 200 render the 200 unmerchantable, and thereby not fit for the ordinary purpose for which the 200 was intended and as represented by Manufacturer.

41. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the 200.

42. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Revocation of acceptance of the vehicle in accordance with 15 U.S.C. §2310(d) and KRS § 355.2-608;
- b. Return of all monies paid, diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and-
- d. Such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,  
**ANITA HOLLORAN**

By: 

Eric Kaczander - Atty. No. 94220  
Attorney for Plaintiff  
KROHN & MOSS, LTD.  
10 N. Dearborn St., 3<sup>rd</sup> Floor  
Chicago, Illinois 60602  
(312) 578-9428

**EXHIBIT A**



## RETAIL INSTALMENT SALE CONTRACT

### FLEXIBLE FINANCE PLAN

Dealer Number

Contract Number

Buyer (and Co-Buyer)-Name and Address (Include County and Zip Code) [REDACTED] BURLINGTON KY [REDACTED]	Creditor (Seller Name and Address) JEFF WYLER FT. THOMAS INC. 100 ALEXANDRIA PIKE FT. THOMAS KY 41075
---	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you agree to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor the Amount Financed and Finance Charge according to the payment schedule shown below. The Finance Charge is figured on a daily basis at the Annual Percentage Rate on the unpaid balance of the Amount Financed.

Description of Vehicle. You agree to buy and the Creditor agrees to sell the following vehicle:

New or Used	Year	Make and Model	Body Type	Vehicle Identification No.	Use for Which Purchased
NEW	2011	CHRYSLER 200	TOURING	1C3BCLG68N [REDACTED]	<input checked="" type="checkbox"/> personal <input type="checkbox"/> business <span style="float: right;"><input type="checkbox"/> agricultural</span>

If truck - Describe body and major items of equipment sold:

#### FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of \$ 3000.00 is
12.50 %	\$ 9845.94	\$ 22700.22	\$ 32546.16	\$ 35546.16

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows:
72	452.03	Monthly beginning 09/07/2011	

**Prepayment.** If you pay off all your debt 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 the other side of 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 (including any accessories, services, and taxes)	\$ 23156.22 (1)
2 Total Downpayment = (if negative enter "0" and see line 4i below)	
Gross trade-in \$ N/A	- Payoff by seller \$ N/A
= Net trade-in \$ N/A	+ Cash \$ 500.00
+ Other (Describe)	\$ 2500.00
Your Trade-in is a	\$ 3000.00 (2)
Year	Make
Model	
3 Unpaid Balance of Cash Price (1 minus 2)	\$ 20156.22 (3)
4 Other Charges Including Amounts Paid to Others on Your Behalf: (Seller may be keeping part of these amounts.)	
A Cost of Required Physical Damage Insurance Paid to the Insurance Company Named Below-Covering Damage to the Vehicle	\$ N/A
B Cost of Optional Mechanical Repair Insurance Paid to the Insurance Company Named Below-Covering Certain Mechanical Repairs	\$ N/A
C Cost of Optional Credit Insurance Paid to the Insurance Company or Companies Named Below.	
Life \$ N/A	Disability, Accident and Health \$ N/A
D Official Fees Paid to Government Agencies	\$ 21.00
E Taxes Not Included in Cash Price	\$ N/A
F Government License and/or Registration Fees (Itemize)	\$ 92.00
LIC 90.00 / REG 2.00	
G Government Certificate of Title Fees	\$ N/A
H Other Charges (Seller must identify who will receive payment and describe purpose)	

Insurance. If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions. Required Physical Damage Insurance. Physical damage insurance is required, but you may obtain it from anyone you want who is acceptable to the Creditor. The cost of this insurance is shown in 4A of the Itemization above.

Optional Mechanical Repair Insurance. The cost of this insurance is shown in 4B of the Itemization above.

Insurance Company \_\_\_\_\_ Term: \_\_\_\_\_ months

Insurance Company \_\_\_\_\_

\$ \_\_\_\_\_ Deductible Collision and other:

Term:  36 months or 36,000 miles, whichever occurs first

Full Comprehensive including Fire, Theft and Combined Additional Coverage

\$ \_\_\_\_\_ Deductible Comprehensive including Fire, Theft and Combined Additional Coverage

Fire, Theft and Combined Additional Coverage

\$25 Deductible  \$50 Deductible  \$75 Deductible

Optional, if desired-  Towing and Labor costs  Rental Reimbursement  CB Radio Equipment

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign for them and agree to pay the additional cost. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. If you want this insurance, check the insurance desired and sign below. If you have chosen this insurance, the cost is shown in 4C of the Itemization above. Credit life insurance pays only the amount you would owe if you paid all your payments on time. 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.

Check the insurance desired:  Life (Buyer / Co-Buyer / Both / )  Disability, Accident and Health (Buyer Only)

(Name of Insurer)

(Home Office Address)

Under policy of designated insurer, maximum amount of insurance under this contract is \$ \_\_\_\_\_, and the total amount of insurance under this and any other retail installment sale contract of the Buyer is limited to \$ \_\_\_\_\_.

X \_\_\_\_\_  
Buyer Signature

Date

X \_\_\_\_\_  
Co-Buyer Signature

Date

**THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.**

See the other side of this contract for other important agreements, including your agreement to give the Creditor a security interest in insurance premiums and proceeds.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

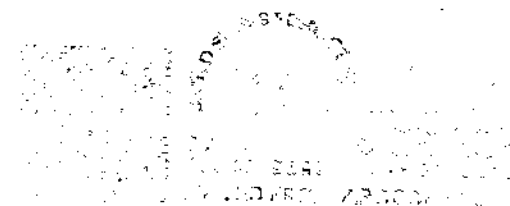
You agree to the terms on the front and back of this contract. You confirm that before you signed this contract, the Creditor gave it to you, and you were free to \_\_\_\_\_ it. You confirm that you received a completely filled in copy when you signed it.

Buyer Signs X \_\_\_\_\_ Date \_\_\_\_\_ Co-Buyer Signs X \_\_\_\_\_ Date \_\_\_\_\_

Co-Buyers and Other \_\_\_\_\_ is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to the Creditor in this contract.

Other owner signs here X \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Signs \_\_\_\_\_ Date \_\_\_\_\_ By X \_\_\_\_\_ Title \_\_\_\_\_

DIANNE MURRAY, CLERK  
BOONE CIRCUIT/DISTRICT COURTS  
BOONE COUNTY JUSTICE CENTER  
6025 ROGERS LANE  
BURLINGTON, KY 41005



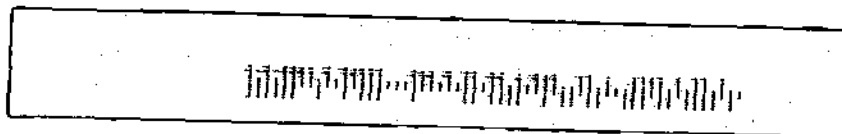
Chrysler Group LLC

Service: C.T. Corporation System

306 W. Main St.

Suite 512

Frankfort, KY 40601



**Service of Process  
Transmittal**

06/05/2012

CT Log Number 520632302

**TO:** Melissa Gravlin  
Chrysler Group LLC  
Office Of General Counsel, 1000 Chrysler Drive  
CIMS: 485-13-62  
Auburn Hills, MI 48326-2766

**RE: Process Served in Illinois**

**FOR:** Chrysler Group LLC (Domestic State: DE)

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

**TITLE OF ACTION:** Plaintiff vs. Chrysler Group LLC, D/R.

**DOCUMENT(S) SERVED:** Summons, Complaint, Notice(s), Affidavit(s), Exhibit(s)

**COURT/AGENCY:** Cook County Circuit Court - Municipal Department - First District, IL  
Case # 12M1132536

**NATURE OF ACTION:** Manufacturer was unable failed to repair the defect as provided in Manufacturer's warranty thus causing Manufacturer's limited remedy to repair the chrysler 200 to fail of its essential purpose.

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Chicago, IL

**DATE AND HOUR OF SERVICE:** By Process Server on 06/05/2012 at 11:00

**JURISDICTION SERVED :** Illinois

**APPEARANCE OR ANSWER DUE:** June 29, 2012 between 8:30 a.m. and 2:30 p.m.

**ATTORNEY(S) / SENDER(S):** Krohn & Moss, Ltd  
10 North Dearborn Street  
3rd Floor  
Chicago, IL 60602  
312-578-9428

**ACTION ITEMS:** CT has retained the current log, Retain Date: 06/05/2012, Expected Purge Date: 06/10/2012  
Image SOP

**SIGNED:** C T Corporation System  
**PER:** Thad DiBartelo  
**ADDRESS:** 208 South LaSalle Street  
Suite 814  
Chicago, IL 60604  
**TELEPHONE:** 312-345-4336

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

FIRST MUNICIPAL DISTRICT

12 M 1 13 2536  
Case No.

Name All Parties

DAWN PULLANO

Plaintiff(s)

v.

CHRYSLER GROUP LLC

Defendant(s)

c/o CT CORPORATION SYSTEM, 208 S LASALLE ST, SUITE 814 CHICAGO IL 60604

Address of Defendant(s)

Amount Claimed: \$ 15,000.00

Appearance Filing/Return Date: 6-29-12

Status Date:

Trial Date:

Time:



Please serve as follows:  Certified Mail  Sheriff Service  Alias (Plaintiff check one)

SUMMONS

To each Defendant:

YOU ARE SUMMONED and required:

1. To file your written appearance by yourself or your attorney and pay the required fee in:

- District 1: Richard J. Daley Center; 50 West Washington, Room 602; Chicago, IL 60602
- District 2: 5600 Old Orchard Rd., Rm 136; Skokie, IL 60077
- District 3: 2121 Euclid, Rm 121; Rolling Meadows, IL 60008
- District 4: 1500 Maybrook Dr., Rm 236; Maywood, IL 60153
- District 5: 10220 S. 76th Ave., Rm 121; Bridgeview, IL 60455
- District 6: 16501 S. Kedzie Pkwy., Rm 119; Markham, IL 60428

on JUNE 29, 2012, between the hours of 8:30 a.m. and 2:30 p.m.;

on \_\_\_\_\_, \_\_\_\_\_, before 9:00 a.m.

2. File your answer to the complaint before 9:00 a.m. as required by the applicable subsections of Paragraph 3 or 4 in the NOTICE TO THE DEFENDANT on the reverse side.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT, A COPY OF WHICH IS HERETO ATTACHED.

To the officer:

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service, and not less than 3 days before the day for appearance. If service cannot be made, this summons shall be returned so endorsed.

This summons may not be served later than 3 days before the day for appearance.

Atty. No.: 33599 THERE WILL BE A FEE TO FILE YOUR APPEARANCE.

Name: KROHN & MOSS, LTD.

Atty. for: PLAINTIFF

Address: 10 NORTH DEARBORN STREET, 3RD FLOOR

City/State/Zip: CHICAGO IL 60602

Telephone: (312) 578-9428

WITNESS, \_\_\_\_\_

DOROTHY BROWN, Circuit Court Clerk

Date of Service: \_\_\_\_\_  
(To be inserted by officer on copy left with Defendant or other person)

SEE REVERSE SIDE

\*\* Service by Facsimile Transmission will be accepted at: \_\_\_\_\_

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Any person wishing to sue or defend a case as an indigent must petition the court to have the fees, costs, and charges associated with the proceedings waived.

Customers may visit [www.cookcountyclerkofcourt.org](http://www.cookcountyclerkofcourt.org) to access the Clerk's filing fees or telephone the Civil Division at (312) 603-5116 with additional questions.

**NOTICE TO PLAINTIFF**

You **MUST** select a return day of:  
not less than 14 or more than 40 days after issuance of summons if amount claimed is \$10,000 or less;  
not less than 21 or more than 40 days after issuance of summons if amount claimed is in excess of \$10,000.

**NOTICE TO DEFENDANT**

1. If the complaint is notarized, your answer must be notarized.

For District 1 Cases Only:

2. On the specified Return Day, one of the following may occur:

a. If you are sued for \$10,000 or less, you need not file an answer unless ordered to do so by the Court.

- (i) If Plaintiff is not present, the case may be dismissed for want of prosecution.
- (ii) If you have not filed an appearance, or you have filed an appearance and are not present, the Plaintiff may obtain an ex parte default judgment against you for the amount claimed.
- (iii) If you have filed an appearance and are present on Return Day, trial may be held that day, or may be set for another day certain.

b. If you are sued for more than \$10,000.00, and if you have filed your appearance on time, you must file your answer no later than 10 days after the appearance date (return date) specified on the front of this form. If you have not filed your appearance or answer on time, the Plaintiff may obtain an ex parte default judgment against you for the amount claimed. If Plaintiff is not present for the Default call, the case may be dismissed for want of prosecution. If you filed your appearance and have not filed your answer on time the Plaintiff may motion the court to enter a judgment.

3. Late filing of an appearance or answer will not relieve you from a judgment or default order except by court order.

For District 2, 3, 4, 5 and 6 Cases:

4. If you are sued for more than \$10,000, you have 10 days from the Return Day to answer or otherwise plea.

5. On the specified Return Day, if you are sued for \$10,000 or less, you need not file an answer unless ordered to do so by the Court.

6. On the specified Status/Trial Day, one of the following may occur:

- a. If Plaintiff is not present, the case may be dismissed for want of prosecution.
- b. If you have not filed an appearance, or you have filed an appearance and are not present, the Plaintiff may obtain an ex parte default judgment against you for the amount claimed.
- c. If you have filed an appearance and are present on Status/Trial Day, trial may be held that day, or may be set for another day certain.

The following is applicable to District 3 cases only:

7. This case may/may not be heard on the day for appearance specified in summons.

8. If the claim is for personal injury, or is a civil case in which Plaintiff has filed a jury demand, you will be required to file your appearance in person or by attorney Return Day, and your answer as required by Par. 2(b) above.

These cases will be assigned and heard in the Civil Jury Room \_\_\_\_\_ unless otherwise ordered by the Presiding Judge. Neither Plaintiff nor Plaintiff's attorney will be required to be present on Return Day. The case will be set for Status at 9:00 a.m., approximately 60 days from the date of filing. Plaintiff and Defendant will be required to appear in court on that status day.

9. Trial Rights of Property, Detinues, and Revivals of Judgment, Pro Se, and Forcible Detainer suits are returnable in Room \_\_\_\_\_ and are disposed of on a Return Day unless otherwise ordered by the Court.

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

FIRST MUNICIPAL DISTRICT

132536

Name All Parties

DAWN PULLANO

Plaintiff(s)

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- District 6: 16501 S. Kedzie Pkwy., Rm 119; Markham, IL 60428

on June 29, 2012, between the hours of 8:30 a.m. and 2:30 p.m.;

on \_\_\_\_\_, \_\_\_\_\_, before 9:00 a.m.

2. File your answer to the complaint before 9:00 a.m. as required by the applicable subsections of Paragraph 3 or 4 in the NOTICE TO THE DEFENDANT on the reverse side.

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Neither Plaintiff nor Plaintiff's attorney will be required to be present on Return Day. The case will be set for Status at 9:00 a.m., approximately 60 days from the date of filing. Plaintiff and Defendant will be required to appear in court on that status day.

9. Trial Rights of Property, Detinue, and Revivals of Judgment, Pro Se, and Forcible Detainer suits are returnable in Room \_\_\_\_\_ and are disposed of on a Return Day unless otherwise ordered by the Court.



**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
MUNICIPAL DEPARTMENT, FIRST DISTRICT**

DAWN PULLANO, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
CHRYSLER GROUP, LLC, )  
 )  
Defendant. )

No. **12M1 132536**

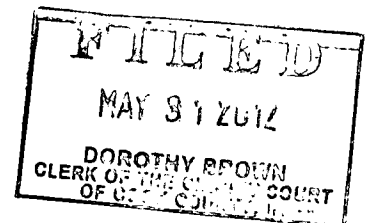
**COMPLAINT**

NOW COMES the Plaintiff, DAWN PULLANO, by and through her attorneys, KROHN & MOSS, LTD., and for her complaint against Defendant, CHRYSLER GROUP, LLC, alleges and affirmatively states as follows:

**PARTIES**

1. Plaintiff, DAWN PULLANO ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Illinois.

2. Defendant, CHRYSLER GROUP, LLC ("Manufacturer"), is a foreign corporation authorized to do business in the State of Illinois, County of Cook 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 South Chicago Dodge Chrysler Jeep ("Seller"). Manufacturer does business in all counties of the State of Illinois including Cook County, and maintains offices in the County of Cook, State of Illinois.



## BACKGROUND

3. On or about August 24, 2011, Plaintiff purchased from Seller a 2010 Dodge Chrysler 200 ("Chrysler 200"), manufactured by Manufacturer, Vehicle Identification No. 1C3BC2EG4BN530130 for valuable consideration.

4. The purchase price of the Chrysler 200, including registration charges, document fees, sales tax and bank and finance charges, totaled approximately \$42,608.44 (See copy of retail installment contract, attached hereto as Exhibit "A").

5. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the Chrysler 200 was not fit for its ordinary purpose of providing trouble free and reliable transportation.

6. In consideration for the purchase of the Chrysler 200, Manufacturer issued and supplied to Plaintiff its written warranty which included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage (Plaintiff is attempting locate her copy of warranty booklet, however, said document is equally available to Manufacturer).

7. On or about August 24, 2011, Plaintiff took possession of the Chrysler 200 and shortly thereafter experienced the defects listed below.

8. The defects described below violate Manufacturer's warranty issued to Plaintiff as well as the implied warranty of merchantability.

9. Plaintiff delivered the Chrysler 200 to Manufacturer, through its authorized dealership network, on numerous occasions.

10. Plaintiff avers that the Chrysler 200 has been subject to repair on multiple occasions for many and/or all of the same defects and that the defects remain uncorrected.

11. Plaintiff brought the Chrysler 200 to Seller and/or an authorized service dealer of Manufacturer for the following defects:

- a. Defective engine as evidenced by vehicle repeatedly not starting, stalling, grinding noise upon startup and the intermittent illumination of the check engine light;
- b. Defective body and trim as evidenced by trunk not opening from inside;
- c. Defective transmission as evidenced by hesitation/jerking during acceleration and noise when shifting gears;
- d. Defective HVAC system as evidenced by burning smell when blower on; and
- e. Any additional complaints made by Plaintiff, whether or not they are contained in any authorized dealer repair orders.

12. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Chrysler 200.

13. After a reasonable number of attempts and/or reasonable amount of time to cure the defects in Plaintiff's Chrysler 200, Manufacturer was unable and/or failed to repair the defects as provided in Manufacturer's warranty, thus causing Manufacturer's limited remedy to repair the Chrysler 200 to fail of its essential purpose.

14. Plaintiff justifiably lost confidence in the Chrysler 200's safety and reliability.

15. Said defects could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the Chrysler 200.

16. As a result of the defects, Plaintiff provided written notice to Manufacturer.

17. The Chrysler 200 remains in a defective and unmerchantable condition and continues to exhibit the above mentioned defects.

18. Plaintiff has been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its written warranty and its failure to provide Plaintiff with a merchantable Chrysler 200.

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

19. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-18 of this Complaint.

20. Plaintiff is a purchaser of a consumer product who received the Chrysler 200 during the duration of a written warranty period applicable to the Chrysler 200, and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

21. Manufacturer is a supplier of a consumer product engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.

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

23. 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 Chrysler 200 was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

24. Plaintiff's purchase of the Chrysler 200 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 Chrysler 200 to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the Chrysler 200 in the event that the Chrysler 200 failed to meet the specifications set forth in Manufacturer's warranty.

25. Manufacturer's warranty was the basis of the bargain of the contract between Plaintiff and Manufacturer for the sale of the Chrysler 200 to Plaintiff.

26. Said purchase of Plaintiff's Chrysler 200 was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

27. Plaintiff has met all of her obligations and preconditions as provided in Manufacturer's written warranty.

28. 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.

29. 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. The diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

30. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-18 of this Complaint.

31. The Chrysler 200 purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from Manufacturer to Plaintiff.

32. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.

33. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

34. Pursuant to 15 U.S.C. §2308, Plaintiff's Chrysler 200 was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the Chrysler 200 was intended.

35. The Chrysler 200 was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the Chrysler 200 contained in the contracts and labels.

36. The above described defects in the Chrysler 200 render the Chrysler 200 unmerchantable, and thereby not fit for the ordinary purpose for which the Chrysler 200 was intended and as represented by Manufacturer.

37. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the Chrysler 200.

38. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. The diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,  
**DAWN PULLANO**

By: \_\_\_\_\_



Attorney for Plaintiff

KROHN & MOSS, LTD.  
Attorneys for Plaintiff  
10 N. Dearborn St., 3<sup>rd</sup> Floor  
Chicago, Illinois 60602  
(312) 578-9428

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
MUNICIPAL DEPARTMENT, FIRST DISTRICT**

DAWN PULLANO

Plaintiff,

vs.

CHRYSLER GROUP, LLC

Defendant.

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

No. \_\_\_\_\_

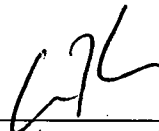
**SUPREME COURT RULE 222 AFFIDAVIT**

NOW COMES the Plaintiff, DAWN PULLANO, by and through her attorneys, KROHN & MOSS, LTD., and pursuant to Supreme Court Rule 222 states as follows:

Plaintiff's attorney, first being duly sworn on oath, deposes and states as follows:

1. That I am one of the attorneys representing Plaintiff with regard to the above-captioned matter.
2. I have personal knowledge regarding the facts and circumstances of the above-captioned matter.
3. Plaintiff in this case seeks money damages less than \$50,000.00.
4. Upon information and belief, I value the claim of Plaintiff to be less than \$50,000.00.
5. Further Affiant sayeth naught.

By: \_\_\_\_\_



Attorney for Plaintiff



**EXHIBIT A**

RETAIL INSTALLMENT CONTRACT
GMAC FLEXIBLE FINANCE PLAN

Dealer Number

Contract Number

Buyer (and Co-Buyer) - Name and address (include county and zip code)
Creditor (Seller name and address)
DANN M WILLARD
15133 S LONG
OAK FOREST IL 60452 0008
SOUTH CHICAGO DODGE CHRYSLER JEEP
2240 S WESTERN AVE
CHICAGO IL 60636

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay us, the Creditor, the Amount Financed and Finance Charge according to the payment schedule shown below. We will figure the Finance Charge on a daily basis

Table with 5 columns: New or Used, Year, Make and Model, Vehicle Identification No., Primary Use for Which Purchased. Row 1: NEW, 2011, CHRYSLER 200, 1E2BC2EG4BMS30136, Personal, family, or household

Your trade-in is a: Year 2005 Make FORD Model MUSTANG

FEDERAL TRUTH-IN-LENDING DISCLOSURES table with 5 columns: ANNUAL PERCENTAGE RATE, FINANCE CHARGE, Amount Financed, Total of Payments, Total Sale Price. Values: 3.90%, \$4047.47, \$32385.87, \$36433.44, \$42682.44

Your Payment Schedule Will Be: Table with 4 columns: Number of Payments, Amount of Payments, When Payments Are Due, Or as Follows. Row 1: 72, \$506.02, Monthly beginning 10/08/2011

Late Charge. If a payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late, with a minimum charge of \$10.
Prepayment. If you pay off all your debt 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 table with 4 columns: Description, Amount, and sub-totals. Includes cash price, trade-in, downpayment, and various fees.

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.
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
Term N/A
Credit Disability (Buyer Only)
Term N/A
Premium:
Credit Life \$ N/A
Credit Disability \$
N/A
(Insurance Company)
(Home Office Address)

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process.
Other Optional Insurance.
N/A N/A
Type of Insurance Term
Premium \$ N/A
N/A
(Insurance Company)

BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS \$150. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF \$150 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW. \$ 156.08

H Other charges (Seller must identify who is paid and describe purpose.)

to SCDCJ/SOUTH	for	WARR/SVC AGMS	\$	199.00
to N/A	for	N/A	\$	N/A
to N/A	for	N/A	\$	N/A
to CVR/SELLER	for	OPT EXT FEE	\$	25.00
to N/A	for	N/A	\$	N/A
to N/A	for	N/A	\$	N/A

I Net trade-in payoff to N/A \$ N/A  
 Total other charges and amounts paid to others on your behalf \$ 515.08(4)  
 5 Amount financed (3 + 4) \$ 32385.97(5)

(Home Office Address)

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  
 Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

X  
 Co-Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

**ANY INSURANCE REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.**

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and we must sign it. No oral changes are binding.

Buyer Signs X \_\_\_\_\_ Co-Buyer Signs X \_\_\_\_\_

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

Do not sign this contract on a Sunday.

Notice to the buyer.

1. Do not sign this agreement before you read it or if it contains any blank spaces.
2. You are entitled to an exact copy of the agreement you sign.
3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

You agree to the terms of this contract: You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

RETAIL INSTALLMENT CONTRACT

Buyer Signs X \_\_\_\_\_ Date 08/24/2011 Co-Buyer Signs X \_\_\_\_\_ Date \_\_\_\_\_

Co-Buyer - A Co-Buyer is a person who agrees to be primarily responsible for paying the entire debt and who (1) actually receives the vehicle or (2) is a parent or spouse of the Buyer, or (3) will be listed as an owner on the vehicle's title. By signing above, the Co-Buyer confirms that the Co-Buyer will actually receive possession of the vehicle or will use it, or that the Co-Buyer is a parent or spouse of the Buyer, or will be listed as an owner on the vehicle's title.

Guarantor - A Guarantor is a person who may be responsible for paying the entire debt if we cannot collect the amount owed from the Buyer and any Co-Buyer.

Guarantor Signs X \_\_\_\_\_ Date \_\_\_\_\_ Address \_\_\_\_\_

I hereby guarantee the collection of the above described amount upon failure of the Seller named herein to collect said amount from the Buyer named herein. I also consent to the Creditor having a security interest in the vehicle.

Other Owners - An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this Contract.

Other Owner signs here X \_\_\_\_\_ Date \_\_\_\_\_ Address \_\_\_\_\_

Creditor Signs SOUTH CHICAGO DODGE CREDITER JEFF By X \_\_\_\_\_ Title AGENT

**NO PUBLIC LIABILITY INSURANCE ISSUED WITH THIS TRANSACTION**

**Service of Process  
Transmittal**

06/05/2012

CT Log Number 520626995

**TO:** Melissa Gravlin  
Chrysler Group LLC  
Office Of General Counsel, 1000 Chrysler Drive  
CIMS: 485-13-62  
Auburn Hills, MI 48326-2766

**RE: Process Served in Missouri**

**FOR:** Chrysler Group LLC (Domestic State: DE)

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

**TITLE OF ACTION:** Eric Saffell, P.C. vs. Chrysler Group, LLC, DBA

**DOCUMENT(S) SERVED:** Summons, Petition, Exhibit(s)

**COURT/AGENCY:** 21st Judicial Circuit Court, St. Louis County, MO  
Case # 12SLCC01929

**NATURE OF ACTION:** Product Liability Litigation - Lemon Law - Nonconformities and defects on a 2011 Dodge Avenger, VIN# 1B3BD1FGXBN622118

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Clayton, MO

**DATE AND HOUR OF SERVICE:** By Process Server on 06/05/2012 at 08:30

**JURISDICTION SERVED :** Missouri

**APPEARANCE OR ANSWER DUE:** Within 30 days after service, exclusive of date of service

**ATTORNEY(S) / SENDER(S):** Adam Maxwell  
3rd Floor  
10 N. Dearborn  
Chicago, IL 60602  
312-578-9428

**ACTION ITEMS:** CT has retained the current log, Retain Date: 06/05/2012, Expected Purge Date: 06/10/2012  
Image SOP

**SIGNED:** C T Corporation System  
**PER:** Meghan Saffell  
**ADDRESS:** 120 South Central Avenue  
Suite 400  
Clayton, MO 63105  
**TELEPHONE:** 314-863-5545




IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: THEA A SHERRY	Case Number: 12SL-CC01929
Plaintiff/Petitioner: KATIE SHEAHAN	Plaintiff's/Petitioner's Attorney/Address ADAM C. MAXWELL 3RD FLOOR 10 N. DEARBORN CHICAGO, IL 60602
Defendant/Respondent: CHRYSLER GROUP, LLC	Court Address: ST LOUIS COUNTY COURT BUILDING 7900 CARONDELET AVE CLAYTON, MO 63105
Nature of Suit: CC Breach of Contract	(Date File Stamp)

Summons in Civil Case

The State of Missouri to: CHRYSLER GROUP, LLC  
 Alias:  
 SERVE RA CT CORPORATION SYSTEM  
 120 SOUTH CENTRAL AVE  
 ST LOUIS, MO 63105

**COURT SEAL OF**  
  
 ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

31-MAY-2012  
 Date

*Jean P. Delaney*  
 Clerk

Further Information:  
 JMC

**Sheriff's or Server's Return**

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.

leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with \_\_\_\_\_ a person of the Defendant's/Respondent's family over the age of 15 years.

(for service on a corporation) delivering a copy of the summons and a copy of the petition to \_\_\_\_\_ (name) \_\_\_\_\_ (title).

other \_\_\_\_\_

Served at \_\_\_\_\_ (address)  
 in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

\_\_\_\_\_  
 Printed Name of Sheriff or Server

\_\_\_\_\_  
 Signature of Sheriff or Server

**Must be sworn before a notary public if not served by an authorized officer:**

(Seal) Subscribed and sworn to before me on \_\_\_\_\_ (date).

My commission expires: \_\_\_\_\_ Date \_\_\_\_\_ Notary Public

**Sheriff's Fees, if applicable**

Summons \$ \_\_\_\_\_

Non Est \$ \_\_\_\_\_

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ \_\_\_\_\_ ( \_\_\_\_\_ miles @ \$ . \_\_\_\_\_ per mile)

Total \$ \_\_\_\_\_

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY  
TWENTY-FIRST JUDICIAL CIRCUIT

12SL-CC01929

KATIE SHEAHAN, )  
740 Bluff Street #102 )  
Carol Stream, IL 60188 )

Plaintiff, )

vs. )

CHRYSLER GROUP, LLC, )  
R/A, CT Corporation System )  
120 S. Central Ave. )  
Clayton, MO 63105 )

Defendant. )

Case No.  
Division No.

5

RECEIVED  
CIRCUIT COURT  
OF  
ST. LOUIS  
COUNTY  
2012 MAY 22 AM 10:48  
JOAN M. GILMER  
CIRCUIT CLERK

PETITION

NOW COMES the Plaintiff, KATIE SHEAHAN, by and through her attorneys, KROHN & MOSS, LTD., and for her complaint against Defendant, CHRYSLER GROUP, LLC, alleges and affirmatively states as follows:

PARTIES

1. Plaintiff, KATIE SHEAHAN ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Illinois.
2. Defendant, CHRYSLER GROUP, LLC ("Manufacturer"), is a foreign corporation authorized to do business in the State of Missouri, County of St. Louis, and is engaged in the manufacture, sale, and 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 Allstar Dodge Chrysler Jeep ("Seller"). Manufacturer does business in all counties of the State of Missouri including St. Louis County and maintains offices in the County of St. Louis, State of Missouri.

## BACKGROUND

3. On or about July 9, 2011, Plaintiff purchased from Seller a 2011 Dodge Avenger ("Avenger"), manufactured by Manufacturer, Vehicle Identification No. 1B3BD1FGXBN622118, for valuable consideration (See copy of Plaintiff's Purchase Contract, attached hereto as Exhibit A).

4. The price of the Avenger, including registration charges, document fees and sales tax, but excluding other collateral charges, such as bank and finance charges, totaled \$26,681.82.

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

6. In consideration for the purchase of the Avenger, Manufacturer issued and supplied to Plaintiff its written warranty which included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, as well as standard warranties fully outlined in Manufacturer's New Car Warranty booklet.

7. On or about July 9, 2011, Plaintiff took possession of the Avenger and shortly thereafter experienced the various defects listed below.

8. The defects described below violate Manufacturer's warranty issued to Plaintiff as well as the implied warranty of merchantability.

9. Plaintiff delivered the Avenger to Manufacturer, through its authorized dealership network, on numerous occasions.

10. Plaintiff avers that the Avenger has been subject to repair on multiple occasions for the same defects and the defects remain uncorrected.

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

- a. Defective body and trim as evidenced by squeak/rattle noise from floor boards and steering wheel area;
- b. Defective engine as evidenced by vehicle not starting and vehicle stalling;
- c. Defective electrical system as evidenced by battery not charging; and
- d. Any additional defects as contained on repair orders of Defendant's authorized dealerships, or otherwise.

12. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Avenger.

13. After a reasonable number of attempts to cure the defects in Plaintiff's Avenger, Manufacturer was unable and/or has failed to repair the defects as provided in Manufacturer's warranty.

14. Plaintiff justifiably lost confidence in the Avenger's safety and reliability.

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

16. As a result of these defects, Plaintiff revoked her acceptance of the Avenger in writing.

17. At the time of revocation, the Avenger was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.

18. Manufacturer refused Plaintiff's demands and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

19. The Avenger remains in a defective and unmerchantable condition and continues to exhibit the above mentioned defects.



20. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its warranty and its failure to provide Plaintiff with a merchantable Avenger.

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

21. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

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

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

24. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's warranty.

25. 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 Avenger was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

26. Plaintiff's purchase of the Avenger 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 Avenger to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the Avenger in the event that the Avenger failed to meet the specifications set forth in Manufacturer's warranty.

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

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

29. Plaintiff has met all of her obligations and preconditions as provided in Manufacturer's written warranty.

30. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiff has suffered damages including but not limited to (a) loss of use; (b) diminished value; (c) incurred and/or needed costs of repair; (d) lost wages; (e) aggravation; and/or (f) incidental and consequential damages (such as the cost of inspecting the vehicle, returning the goods for repair, insurance, tax and registration fees, etc.) 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.

31. 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. Return of all monies paid, diminution in value of the vehicle, Incurred and/or needed costs of repair and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

32. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

33. The Avenger purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from Manufacturer to Plaintiff.

34. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.

35. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

36. Pursuant to 15 U.S.C. §2308, Plaintiff's Avenger was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the Avenger was intended.

37. The Avenger was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the Avenger contained in the contracts and labels.

38. The above described defects in the Avenger render the Avenger unmerchantable and thereby not fit for the ordinary purpose for which the Avenger was intended and as represented by Manufacturer.

39. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the Avenger.

40. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid, diminution in value of the vehicle, Incurred and/or needed costs of repair and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

**COUNT III**  
**BREACH OF MISSOURI'S "LEMON LAW", V.A.M.S SEC. 407.560 et seq.**  
**DEFENDANT MANUFACTURER**

41. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this petition.

42. Plaintiff is a consumer who purchased a new motor vehicle, i.e. the Avenger, along with an express warranty, from Manufacturer.

43. Plaintiff's new motor vehicle did not conform to all applicable express warranties.

44. Plaintiff reported the nonconformity(ies) to the manufacturer, or its agent, during the term of the applicable express warranty, or during the period of one year following the original delivery of the new motor vehicle to the Plaintiffs.

45. The manufacturer, through its authorized dealer or its agent, could not conform Plaintiff's new motor vehicle to any applicable express warranty after a reasonable number of repair attempts.

46. The nonconformities substantially impair the use, market value, and/or safety of the new motor vehicle.

47. The nonconformities are not the result of abuse, neglect, or unauthorized modifications or alterations of the new motor vehicle.

48. Plaintiff's claim was not filed in bad faith.

49. The same nonconformities in Plaintiff's vehicle have been subject to repair four or more times by the manufacturer, or its agents, and such nonconformities continue to exist.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid, satisfaction of all liens, and all incidental and consequential damages incurred;
- b. Replacement of Plaintiff's Avenger with a comparable new motor vehicle;
- c. All reasonable attorneys' fees, witness fees and all courts costs and other fees incurred; and
- d. Such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,  
**KATIE SHEAHAN**

By: 

Adam Maxwell  
Missouri Bar No. 62103

KROHN & MOSS, LTD.  
Attorneys for Plaintiff  
10 N. Dearborn St., 3<sup>rd</sup> Floor  
Chicago, IL 60602  
(312) 578-9428

**EXHIBIT A**

**RETAIL INSTALMENT SALE CONTRACT  
FLEXIBLE FINANCE PLAN**

Dealer Number	Contract Number
Buyer (and Co-Buyer) - Name and Address (Include County and Zip Code)	Creditor (Seller Name and Address)
JOHN J. ABRAHAM 1500 ST. CHARLES RD. W. BRIDGEVIEW, IL 60455	ALLIANCE CREDIT SERVICE, INC. 1500 ST. CHARLES RD. W. BRIDGEVIEW, IL 60455

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you agree to buy the vehicle on credit under the agreement on the front and back of this contract. You agree to pay the Creditor the Amount Financed and Finance Charge according to the payment schedule shown below. The Finance Charge is figured on a daily basis at the Annual Percentage Rate on the unpaid balance of the Amount Financed.

Description of Vehicle. You agree to buy and the Creditor agrees to sell the following vehicle:

New or Used	Year	Make and Model	Body Type	Vehicle Identification No.	Use for Which Purchased
New	1981	DODGE	SEDAN	1B3PRL1E1G1N22138	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Business
If truck - Describe body and major items of equipment sold:					

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of \$ 5,000.00 is \$ 26,522.82
12.99%	\$ 2,112.82	\$ 23,410.82	\$ 26,522.82	

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows:
36	\$ 736.74	Monthly beginning 01/21/81	

**Late Charge.** If a payment due is more than \$25 and is not received in full within 15 days after it is due, you will pay a late charge of 6% of the part of the payment that is late, with a minimum charge of \$10 and a maximum charge of \$25.

**Prepayment.** If you pay off all your debt 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 the other side of 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 (including any accessories, services, and taxes)	\$ 27,522.82 (1)
2 Total Downpayment - (if negative enter "0" and see line 4K below)	
Gross trade-in \$	-
- Payoff by seller \$	-
= Net trade-in \$	-
+ Other (Describe)	\$
Your Trade-in is	\$ 5,000.00 (2)
3 Unpaid Balance of Cash Price (1 minus 2)	\$ 22,522.82 (3)
4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may be keeping part of these amounts.):	
A. Cost of Required Physical Damage Insurance Paid to the Insurance Company Named Below-Covering Damage to the Vehicle	\$ N/A
B. Cost of Optional Mechanical Repair Insurance Paid to the Insurance Company Named Below-Covering Certain Mechanical Repairs	\$ N/A
C. Cost of Optional Credit Insurance Paid to the Insurance Company or Companies Named Below.	
Life \$ N/A Disability, Accident and Health \$ N/A	\$ N/A
D. Optional gap contract	\$ N/A
E. Official Fees Paid to Government Agencies	\$ N/A
F. Taxes Not Included in Cash Price	\$ 1,600.00
G. Government License and/or Registration Fees (license) LICENSE FEE 94.00	\$ 104.00
H. Government Certificate of Title Fees	\$ 70.00
I. Other Charges (Seller must identify who will receive payment and describe purpose)	
to CHRYSLER SERVICE CONTRACT for 36 MONTHS/50,000	\$ 1,700.00
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
J. ADMINISTRATIVE FEE, AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW BUT MAY BE CHARGED BY A DEALER. THIS ADMINISTRATIVE FEE MAY RESULT IN A PROFIT TO DEALER. NO PORTION OF THIS ADMINISTRATIVE FEE IS FOR THE DRAFTING, PREPARATION, OR COMPLETION OF DOCUMENTS OR THE PROVIDING OF LEGAL ADVICE. THIS NOTICE IS REQUIRED BY LAW.	\$ 199.00
K. Net trade-in payoff to N/A	\$ 5,000.00
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 3,552.82 (4)
5 Amount Financed-Unpaid Balance (3 + 4)	\$ 23,410.82 (5)

Insurance. If any insurance is checked below, the policies or certificates issued by the Companies named will denote the terms and conditions.

Required Physical Damage Insurance. Physical damage insurance is required, but you may obtain it from anyone you want who is acceptable to the Creditor. The cost of this insurance is shown in 4A of the itemization above.

Optional Mechanical Repair Insurance. The cost of the insurance is shown in 4B of the itemization above.

Insurance Company <u>N/A</u> Term: <u>N/A</u> months	Insurance Company <u>N/A</u>
<input type="checkbox"/> \$ <u>N/A</u> Deductible Collision and either:	Term: <input type="checkbox"/> 36 months or 36,000 miles, whichever occurs first
<input type="checkbox"/> <u>N/A</u> Deductible Comprehensive including Fire, Theft and Combined Additional Coverage	Term: <input type="checkbox"/> 9/30
<input type="checkbox"/> <u>N/A</u> Deductible Comprehensive including Fire, Theft and Combined Additional Coverage	<input type="checkbox"/> \$25 Deductible <input type="checkbox"/> \$50 Deductible <input type="checkbox"/> \$ Deductible
<input type="checkbox"/> Fire, Theft and Combined Additional Coverage	

# THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

## NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

### Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

### Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

### Alternative Dispute Resolution Procedures

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the "neutral," who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

**(1) Advisory Arbitration:** A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator's decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.



**(2) Mediation:** A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

**(3) Early Neutral Evaluation ("ENE"):** A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

**(4) Mini-Trial:** A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

**(5) Summary Jury Trial:** A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the "trial", the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

### **Selecting an Alternative Dispute Resolution Procedure and a Neutral**

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 7900 Carondelet Avenue, 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

**Service of Process  
Transmittal**

06/29/2012

CT Log Number 520778665

**TO:** Melissa Gravlin  
Chrysler Group LLC  
Office Of General Counsel, 1000 Chrysler Drive  
CIMS: 485-13-62  
Auburn Hills, MI 48326-2766

**RE: Process Served in Michigan**

**FOR:** Chrysler Group LLC (Domestic State: DE)

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

**TITLE OF ACTION:** [REDACTED] Jeep, Inc. and Chrysler Group, LLC,  
etc., Dfts.  
*Name discrepancy noted.*

**DOCUMENT(S) SERVED:** Summons and Complaint, Proof of Service, Complaint

**COURT/AGENCY:** 16th Judicial District Circuit Court, MI  
Case # None Specified

**NATURE OF ACTION:** Product Liability Litigation - Breach of Warranty - Failure to replace or repair  
defects of 2011 Chrysler 200, VIN 1C3BC1FG3BN555643

**ON WHOM PROCESS WAS SERVED:** The Corporation Company, Bingham Farms, MI

**DATE AND HOUR OF SERVICE:** By Certified Mail on 06/29/2012 postmarked on 06/27/2012

**JURISDICTION SERVED :** Michigan

**APPEARANCE OR ANSWER DUE:** 28 days after receipt

**ATTORNEY(S) / SENDER(S):** Jason S. Hegedus  
Jason S. Hegedus, PLC  
30555 Southfield Rd.  
Suite 500  
Southfield, MI 48076  
248-220-1809

**ACTION ITEMS:** CT has retained the current log, Retain Date: 06/29/2012, Expected Purge Date:  
07/04/2012  
Image SOP

**SIGNED:** The Corporation Company  
**PER:** Stephanie Hendrickson  
**ADDRESS:** 30600 Telegraph Road  
Suite 2345  
Bingham Farms, MI 48025-5720  
**TELEPHONE:** 248-646-9033

<b>STATE OF MICHIGAN</b>	<b>SUMMONS AND COMPLAINT</b>	<b>CASE NO.</b>
16th JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE		CK

<b>Court Address</b> 1200 North Telegraph Road Pontiac, MI 48341-0404	1	<b>Court telephone no.</b> (248)-858-0344
--	---	--

Plaintiff name(s), address(es) and telephone no(s). Karen Wright
Plaintiff attorney, bar no., address, and telephone no. Jason S. Hegedus (P57026) 30555 Southfield Rd. Ste 500 Southfield, MI 48076 jhegedus@jhegeduslaw.com (248) 220-1809

V	Defendant name(s), address(es), and telephone no(s). Southfield Chrysler-Jeep, Inc., 28100 Telegraph RD Southfield MI 48034 and Chrysler Group, LLC c/o The Corporation Company, 30600 Telegraph Rd., Bingham Farms, MI 48025; and
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**SUMMONS** NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan, you are notified:

- You are being sued.
- YOU HAVE 21 DAYS** after receiving this summons to file an answer with the court and serve a copy on the other party or to take other lawful action (28 days if you were served by mail or you were served outside this state).
- If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued	This summons expires*	Court clerk
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\*This summons is invalid unless served on or before its expiration date.

**COMPLAINT** Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.

**Family Division Cases**

- There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
  - An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.
- The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

**General Civil Cases**

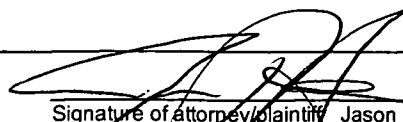
- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
  - A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court.
- The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

**VENUE**

Plaintiff(s) residence (include city, township, or village) Macomb County, Michigan Place where action arose or business conducted Oakland County, Michigan	Defendant(s) residence (include city, township, or village) Oakland County, Michigan
--	---

June 25, 2012  
Date

  
Signature of attorney/plaintiff Jason S. Hegedus (P57026)

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you to fully participate in court proceedings, please contact the court immediately to make arrangements.

**PROOF OF SERVICE**

<b>SUMMONS AND COMPLAINT</b>	
Case No.	CK

**TO PROCESS SERVER:** You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

**CERTIFICATE / AFFIDAVIT OF SERVICE / NON-SERVICE**

<input type="checkbox"/> <b>OFFICER CERTIFICATE</b>	<b>OR</b>	<input type="checkbox"/> <b>AFFIDAVIT OF PROCESS SERVER</b>
I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party [MCR 2.104(A)(2), and that: (notarization not required)		Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization required)

- I served personally a copy of the summons and complaint,
- I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint, together with \_\_\_\_\_  
List all documents served with the Summons and Complaint

\_\_\_\_\_ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

- I have personally attempted to serve the summons and complaint, together with any attachments on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

Service fee	Miles Traveled	Mileage fee	Total fee
\$		\$	\$

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Subscribed and sworn to before me on \_\_\_\_\_, \_\_\_\_\_ County, Michigan.  
Date

My commission expires: \_\_\_\_\_ Date Signature: \_\_\_\_\_  
Deputy court clerk/Notary public

Notary public, State of Michigan, County of \_\_\_\_\_

**ACKNOWLEDGMENT OF SERVICE**

I acknowledge that I have received service of the summons and complaint, together with: \_\_\_\_\_ Attachments  
\_\_\_\_\_ on \_\_\_\_\_  
Day, date, time  
\_\_\_\_\_ on behalf of \_\_\_\_\_

Signature

---

**STATE OF MICHIGAN**

**IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND**

KAREN WRIGHT, an individual

Case No.

-CK

Hon.

Plaintiff,

vs.

SOUTHFIELD CHRYSLER-JEEP, INC.,  
and CHRYSLER GROUP, LLC, a foreign  
profit corporation

Defendants.

\_\_\_\_\_  
JASON S. HEGEDUS, PLC  
By: Jason S. Hegedus (P57026)  
Attorney for Plaintiff  
30555 Southfield Rd. Suite 500  
Southfield, MI 48076  
jhegedus@jhegeduslaw.com  
(248) 220-1809  
\_\_\_\_\_

There is no other pending or resolved civil action arising out of the same transaction or occurrence alleged in this Complaint.

  
\_\_\_\_\_  
Jason S. Hegedus (P57026)

**COMPLAINT AND JURY DEMAND**

**NOW COMES** Plaintiff, Karen Wright, by and through her attorney, Jason S. Hegedus, and submits the following as her Complaint against Defendants Southfield Chrysler-Jeep, Inc., and Chrysler Group, LLC:

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiff Karen Wright is an individual residing at 21460 Redmond Ave Eastpointe, MI 48021.
2. Defendant Chrysler Group, LLC (“Chrysler”) is a Delaware limited liability corporation with its principal place of business at PO Box 21-8004, Auburn Hills, MI 48321-8004 doing business in Oakland County, Michigan. Chrysler may be served through its registered agent, The Corporation Trust Company, 30600 Telegraph Road Ste 2345 Bingham Farms, MI 48025(hereinafter “Defendant Chrysler”).
3. Defendant Southfield Chrysler-Jeep, Inc. is a Michigan corporation with its principal place of business at 28100 Telegraph RD Southfield MI 48034, doing business in Oakland County, Michigan. (hereinafter “Defendant Dealership”)
4. The transactions and occurrences involved in this action took place in the State of Michigan, County of Oakland.
5. This Honorable Court has jurisdiction over this matter because the amount in controversy exceeds \$25,000, exclusive of costs, interest and attorney fees.

**COMMON AVERMENTS**

6. On or about June 30<sup>th</sup>, 2011, Plaintiff purchased a new 2011 Chrysler 200, VIN 1C3BC1FG3BN555643 from Southfield Chrysler-Jeep. (the “Subject Vehicle”).

7. At the time of purchase, the Subject Vehicle was accompanied with a factory warranty which, in relevant part, provided for a three (3) year, 36,000 mile bumper-to-bumper Chrysler warranty (the "Warranty").

8. The Subject Vehicle is registered in the State of Michigan and was purchased primarily for personal, family, and/or household purposes.

9. The Defendants' warranties covered any repairs or replacements needed during the warranty period and/or due to defects in factory materials or workmanship

10. In fact, when delivered, the Subject Vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods and repairs were attempted. Shortly after purchase, Plaintiff noticed defects in the vehicle and returned the vehicle to the Defendant Dealership to repair the defects on at least 10 occasions for engine defects, such as stalling, to the Subject Vehicle.

11. The Defendant has taken the Vehicle to the dealership, however the defects continue to exist.

12. Despite the above prolonged time during which Defendants were given the opportunity to repair Plaintiff's Vehicle, Defendants failed to repair the Subject Vehicle so as to bring it into conformity with the warranties set forth herein.

13. The defects experienced by the Plaintiff with the Subject Vehicle substantially impaired its use, value and safety to the Plaintiff, and has shaken the Plaintiff's faith in the vehicle to operate as dependable transportation.



14. Despite Plaintiff's repeated efforts to allow Defendants the opportunity to repair the Subject Vehicle, many nonconforming and defective conditions were not repaired and still exist.

15. Plaintiff directly notified Defendants of the defective conditions of the vehicle on numerous occasions and that she desired a buy-back of the Subject Vehicle, wherein Defendants failed and refused to buy back Plaintiff's defective Vehicle and to reimburse Plaintiff pursuant to her rights under Michigan law.

16. This cause of action arises out of the Defendants' breaches of warranty and contract and violations of the enclosed statutes, as set forth in this Complaint.

17. Plaintiff seeks judgment against the Defendants in whatever amount in excess of \$25,000 that the Plaintiff is entitled to, and/or equitable relief, consequential damages and the costs and expenses of this action.

**COUNT I**  
**BREACH OF FACTORY WARRANTY**

18. Plaintiff repeats and incorporates Paragraphs 1 through 17 as set forth above.

19. Defendants extended to Plaintiff a 3 year/36,000 mile Chrysler bumper-to-bumper factory warranty ("Warranty").

20. Plaintiff, seeking to repair the Subject Vehicle, attempted to exercise her rights under the Warranty.

21. Chrysler, without justification, has failed to honor the terms of the Warranty.

22. As a result of the actions set forth above, Chrysler has breached the Warranty.

23. As a result of Chrysler's breach of Warranty, Plaintiff has and will continue to suffer significant monetary and consequential damages.

**WHEREFORE**, Plaintiff respectfully requests that this Honorable Court enter Judgment in favor of Plaintiff and against Defendants in an amount exceeding \$25,000, exclusive of costs, interest and attorney fees.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY**

24. Plaintiff repeats and incorporates Paragraphs 1 through 23 as set forth above.

25. Chrysler is a merchant with respect to motor vehicles under MCLA 440.2104.

26. The aforementioned Subject Vehicle purchased by Plaintiff was subject to implied warranties of merchantability under MCLA 440.2314.

27. Said implied warranties included, but are not limited to, the following:

- a. Said Vehicle was fit for the ordinary purpose of safe, reliable transportation;
- b. Said Vehicle was of good, sound and merchantable quality;
- c. Said Vehicle was free from defective parts and workmanship;
- d. Any defects or non-conformities would be cured within a reasonable time.

28. Said Vehicle was not warranted and represented in that Defendant has voided all warranties in connection with the Subject Vehicle and has failed and refuses to repair any defects and non-conformities.

29. Plaintiff has given Defendant a reasonable opportunity to reinstate any and all warranties so as to cure any defects and non-conformities with the Subject Vehicle but Defendant has refused to do so within a reasonable time and without costs to Plaintiff.

30. As a result of Defendant's breach of implied warranties, Plaintiff has and will continue to suffer significant monetary damages.

**WHEREFORE**, Plaintiff respectfully requests that this Honorable Court enter Judgment in favor of Plaintiff and against Defendant Chrysler in an amount exceeding \$25,000, exclusive of costs, interest and attorney fees.

**COUNT III**  
**BREACH OF MAGNUSON-MOSS WARRANTY ACT**

31. Plaintiff repeats and incorporates Paragraphs 1 through 30 as set forth above.

32. This Court has jurisdiction to decide claims brought under 15 USC § 2301 et seq., by virtue of 15 USC § 2301(d)(1)(A).

33. Plaintiff is a consumer as defined by 15 USC § 2301(3).

34. Defendants are suppliers and warrantors as defined by 15 USC § 2301(4)(5).

35. The Subject Vehicle is a consumer product as defined by 15 USC § 2301(6).

36. 15 USC § 2301(D)(1)(A), requires Defendants, as a warrantor, to remedy any defects, malfunction or non-conformance of the Subject Vehicle within a reasonable time and without charge to Plaintiff, as defined in 15 USC § 2304(d).

37. The actions of Defendants as hereinabove described and in failing to tender the Subject Vehicle to Plaintiff free of defects and refusing to repair or replace the defective vehicle tendered to Plaintiff, constitutes a breach of the written and implied warranties covering the Subject Vehicle and are a violation of the Magnuson-Moss Warranty Act.

38. Despite repeated demands and despite the fact that the Plaintiff has complied with all reasonable terms and conditions imposed upon her by Defendants, Defendants have failed and refused to cure any defects and non-conformity with the Subject Vehicle.

39. As a result of Defendant's breach of factory and implied warranty as set forth above, and Defendant's failure to honor its obligations under its warranties, Plaintiff has and will continue to suffer damages as enumerated above.

40. Defendants have had a reasonable opportunity to remedy the defects in the vehicle but have failed to do so, thereby entitling Plaintiff to a refund of the purchase price pursuant to the Magnuson-Moss Warranty Act.

41. Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(2), Plaintiff is entitled to recover as part of the judgment, costs and expenses of the suit including attorney's fees based on actual time expended.

**WHEREFORE**, Plaintiff prays that this Honorable Court enter an order requiring Defendant to accept return of the Subject Vehicle and refund Plaintiff the purchase price, together with any and all incidental and consequential damages, including attorney fees as provided by 15 USC § 2301(D)(2) and equitable relief to which Plaintiff is entitled.

**COUNT IV**  
**REVOCATION**

42. Plaintiff repeats and incorporates Paragraphs 1 through 41 as set forth above.

43. After taking possession of the Subject Vehicle, Plaintiff discovered defects (as outlined above) which substantially impaired the value of the Vehicle to Plaintiff.

44. After numerous failed attempts of taking the Vehicle to the Dealer, Plaintiff now believes that said non-conformities cannot be seasonably or ever cured and has lost confidence that the vehicle can be operated safely.

45. Due to the Subject Vehicle's lengthy repair history and continuing defects, Plaintiff has previously sought to revoke acceptance pursuant to MCLA 440.2608 and the return of the purchase price of the Subject Vehicle.

46. Defendant Dealer has refused to comply with the Plaintiffs demand for revocation and a refund of Plaintiff's purchase price.

47. With the filing of this Complaint, Plaintiff continues her demand of Defendant Dealer to allow her to return the vehicle in exchange for the purchase price and any costs or expenses associated with the sale, repair and return of the Subject Vehicle as allowed by law, including payment of reasonable costs and expenses.

**WHEREFORE**, Plaintiff prays that this Honorable Court require Defendant Dealer to accept return of the Subject Vehicle and refund Plaintiff's purchase price, together with incidental and consequential expenses including repair costs, insurance and other expenses, interest, and reasonable attorney fees.

**COUNT V**  
**VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT**

48. Plaintiff repeats and incorporates Paragraphs 1 through 47 as set forth above.

49. Plaintiff is a "person" as defined in the Michigan Consumer Protection Act, MCLA 445.902(d).

50. The transactions complained of constitute "trade or commerce" as defined in the Michigan Consumer Protection Act, MCLA 445.902 and in the course of the transactions which are the subject of this lawsuit (including comments made and actions taken during the sales process and the servicing of the Subject Vehicle), Defendants engaged in following conduct:

- a. Represented the Subject Vehicle to be of good, merchantable quality, free of defects, when in fact it was not (MCLA 445.903(1)(e)), through comments by the salespeople and service/repair employees, and by advertising and promotional brochures;
- b. Represented (through comments of the service personnel at the times Plaintiff picked up the Subject Vehicle after service work had allegedly been performed) that the Subject Vehicle had been properly repaired under the warranty, when in fact Defendants knew or should have known that defects had not been repaired (MCLA 445.903(1)(cc));

- c. Represented (through comments of the service personnel at the times Plaintiff dropped off the Subject Vehicle for service work) that the repairs would be performed properly and within a reasonable time, when in fact Defendants knew, or in the exercise of reasonable care, should have known that this was not the case (MCLA 445 .903 (l)(s));
- d. Defendants failed to make proper repairs on a warranted item (MCLA 445.903(l)(t)), as outlined in the service history of this vehicle which reflect repeated repair attempts for the same items;
- e. Defendant Dealer failed to offer a refund or replacement of the Subject Vehicle in accordance with the applicable law and rules on revocation (MCLA 445 .903(l)(u));
- f. Defendants caused a probability of confusion or of misunderstanding as to the legal rights, obligations or remedies of a party to a transaction by failing to comply with factory and implied warranties, and Defendant Dealer by rushing Plaintiff through the signing of the sale paperwork;
- g. Failing to provide promised benefits both from the sale of the vehicle and in the repair attempts, MCLA 445.903(l)(y);
- h. Failing to reveal material facts including but not limited to the cause of the vehicle defects and non-conformities and Defendants inability to repair said non-conformities as enumerated above, MCLA 445.903(1)(s).

51. As a result of the Defendants actions, the jurisdiction of this Court of Plaintiff's Complaint is based on MCLA 445.911(2), providing that persons suffering loss as a result of a violation of the Michigan Consumer Protection Act may bring action to recover actual damages, together with reasonable attorney's fees.

**WHEREFORE**, Plaintiff prays for Judgment against Defendants, jointly and severally, in whatever amount above \$25,000 he is found to be entitled, together with statutory damages, interest, costs and reasonable attorney fees as provided by statute.

**COUNT VI**  
**NEGLIGENT REPAIR**

52. Plaintiff repeats and incorporates Paragraphs 1 through 51 as set forth above.

53. On numerous occasions, Plaintiff has delivered the Subject Vehicle to Defendant Dealer for repairs of the defective conditions covered under the factory and implied warranties set forth hereinabove.

54. On each occasion that Plaintiff returned the Subject Vehicle for repairs, Plaintiff was informed and believed, and thereupon alleges, that Defendant Dealer attempted repairs pursuant to its obligations under the factory and implied warranties accompanying the Subject Vehicle's sale.

55. Defendant Dealer owed a duty of care to Plaintiff under the warranties to perform repairs in a good and workmanlike manner within a reasonable time.

56. Defendant Dealer breached this duty in that the attempted repairs of Plaintiff's Motor Vehicle were done negligently, carelessly, and recklessly as to substantially impair the Subject Vehicle's use, value, and safety in its operation and use each time Plaintiff picked up the vehicle after Defendant Dealer's repair attempts, it was represented to the Plaintiff that the repairs were complete, and Plaintiff relied on thereon.

57. As a direct and proximate result of Defendant Dealer's failure to repair Plaintiff's vehicle within a reasonable time or within a reasonable number of attempts, Plaintiff was forced to drive a defective and unsafe vehicle that still exhibits the problems Plaintiff has complained of previously.



58. As a further direct and proximate result of Defendant Dealer's failure to repair the vehicle in a timely and workmanlike fashion, Plaintiff was forced repeatedly to take the Subject Vehicle in for further repair attempts and to leave it for long periods at a great inconvenience and expense.

59. The damages the Plaintiff has suffered as a direct and proximate result of Defendant Dealer's negligence exceed \$25,000 and include but are not limited, to costs of repair, expenses associated with returning the vehicle for repeated repair attempts, loss of use, and damages to Plaintiff's well-being in the form of emotional distress.

**WHEREFORE**, Plaintiff prays for judgment as follows:

- (1) For actual damages in excess of \$25,000 according to proof at trial;
- (2) For damages resulting from Defendant Dealer's negligent repair of the vehicle as alleged above in a sum in excess of \$25,000 according to proof at trial;
- (3) For attorney's fees and costs of suit incurred herein; and
- (4) For such other and further relief as the court deems just and proper under the circumstances.

**COUNT VII**  
**VIOLATION OF NEW MOTOR VEHICLES WARRANTY ACT; MCL 257.1401**  
**ET SEQ; MSA 9.2705**

60. Plaintiff repeats and incorporates Paragraphs 1 through 59 as set forth above.

61. Plaintiff is a "consumer" under the Michigan New Motor Vehicle Warranties Act ("Lemon Law"), MCL 257.1401(a).

62. Manufacturer is a "manufacturer" under the Lemon Law, MCL 257.1401(d).

63. The Subject Vehicle is a “new motor vehicle” under the Lemon Law, MCL 257.140(g).

64. The factory warranty given by manufacturer covering the Subject Vehicle is a “manufacturer’s warranty” under the Lemon Law, MCL 257.1401(e).

65. The Dealer is a “new motor vehicle dealer” under the Lemon Law, MCL 257.1401(h).

66. The Subject Vehicle has been subject to a reasonable number of repair attempts for the aforementioned defects:

(a) Said motor vehicle has been subject to at least four repair attempts by Defendants within 2 years of the date of the first repair attempt to repair the defect or condition: and/or

(b) Said vehicle was out of service for 30 or more days within the time limit of the Manufacturer’s express warranty and within one year from the date of delivery to Plaintiff.

67. After notifying Manufacturer of the aforementioned defects following the third repair attempt and/or 25 days in a repair facility, the Manufacturer was allowed a final repair attempt.

68. Manufacturers attempted repair was unsuccessful as the Subject Vehicle continues to have the aforementioned defects.

69. The aforementioned defects substantially impair the use or value of the Subject Vehicle to Plaintiff and prevent the Subject Vehicle from conforming to the Manufacturer’s factory warranty.

**WHEREFORE**, Plaintiff prays for judgment as follows:

- (1) For actual damages in excess of \$25,000 according to proof at trial;
- (2) For replacement of the vehicle with a comparable replacement motor vehicle currently in production and acceptable to Plaintiff; or
- (3) Manufacturer must accept return of the vehicle and refund Plaintiff the purchase price including options or other modifications installed, the amount of all charges made by or for Manufacturer, any towing charges and rental costs less a reasonable allowance for Plaintiff use of the vehicle.
- (4) Pursuant to MCL 257.1407, Plaintiff is entitled to a sum equal to the aggregate amount of costs and expenses, including attorney fees based on actual time expended by Plaintiff's attorney in this action.

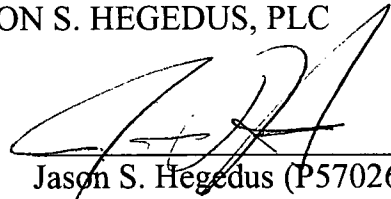
**DEMAND FOR JURY TRIAL**

**NOW COMES** Plaintiff, Karen Wright, by and through her attorney, Jason S. Hegedus, and hereby demand a trial by jury in the above cause.

Respectfully submitted,

JASON S. HEGEDUS, PLC

By:

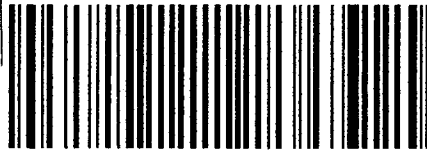


Jason S. Hegedus (P57026)  
Attorney for Plaintiff  
30555 Southfield Rd. Suite 500  
Southfield, MI 48076  
jhegedus@jhegeduslaw.com  
(248) 220-1809

Dated: June 25, 2012

Jason S  
30555 Southfield Rd. Suite 500  
Southfield, MI 48076

**CERTIFIED MAIL™**



7011 2000 0002 0072 6594



1000



48025

U.S. POSTAGE  
PAID  
LATHRUP VILLAGE, MI  
48076  
JUN 27, 12  
AMOUNT

**\$6.80**  
00022068-11



The Corporation Trust Company  
30600 Telegraph Road Ste  
2345 ~~3000~~ Bingham Farms, MI  
48025





State of Rhode Island and Providence Plantations  
Division of Motor Vehicles  
Dealers License and Regulations Office  
600 New London Avenue, Cranston, RI 02920  
Phone # 401-462-5733 / 462-5734

112677

COMPLAINT #: \_\_\_\_\_

I wish to file a complaint against the dealership, manufacturer, and/or distributor named below. I understand the Dealers' License & Regulations Office does not act as an attorney for an individual, but rather represents the State of Rhode Island in enforcing automobile laws falling in the jurisdiction of this office.

DATE: 9/20/11

(Please print or type)

COMPLAINANT'S NAME: Susan Vinacco-Cummings  
(NAME ON BILL OF SALE)

ADDRESS: 30 Marne St. Johnston RI 02919  
NO. STREET CITY/TOWN STATE ZIP CODE

HOME TELEPHONE#: 401-942-7124 BUSINESS TELEPHONE#: 339-235-0470

YOUR DRIVERS'S LICENSE #: 8607640

NAME OF DEALERSHIP: Metro Chrysler Jeep Dodge

ADDRESS OF DEALERSHIP: 11667 Hartford Ave Johnston RI 02919  
NO. STREET CITY/TOWN STATE ZIP CODE

DEALERSHIP'S TELEPHONE # 401-351-6600

DATE OF TRANSACTION: March 31, 2011 TOTAL PRICE PAID: 30,104.80

SALES PERSON/AGENT: Isaac Roman

VEHICLE YEAR - MAKE - MODEL: 2011 - Dodge - Avenger

ODOMETER READING AT TIME OF SALE: 13 PRESENT READING: 10494

IF VEHICLE IS REGISTERED, WHAT IS YOUR REGISTRATION PLATE #: 391 (National Guard)

DO YOU HAVE A LIEN ON THIS VEHICLE?: yes IF YES, WITH WHOM?: Citizen's bank

HAVE YOU CONTACTED ANY OTHER AGENCIES  IF YES, LIST BELOW:

Chrysler - on September 10 Customer Service stated to contact Attorney General Office.

Original case # 2110 9908 (Alexis) 1-800-763-8422 x66198

HAVE YOU CONTACTED A PRIVATE ATTORNEY? no IF SO STATE NAME & ADDRESS:

Spoke to Jillian on September 10 of 2011 and she mention original case # 2110 9908. would have to open new case. Asked for case to start mentioned hesitates run hand. ticks knocks Case # 21369887 Buy back

A. WHAT TYPE OF WARRANTY DID YOU AGREE TO? 60/60000 (see attached)

B. HOW LONG OF A WARRANTY DID YOU RECEIVE? Still under

C. ON WHAT FACTS DO YOU BASE YOUR COMPLAINT? PLEASE EXPLAIN IN DETAIL.

March 26, 2011 down payment \$1500, vehicle to be ready March 28

March 28, 2011 paperwork and vehicle not ready

March 31, 2011 paperwork done twice (1st time incorrect sale price was charged) and auto starter not in vehicle.

May 9 auto starter installed.

July 7 engine light and another light came on (Serviced) while on highway

Spoke with salesperson Isaac said 1000 10,000 get out of car.

Paul manager said \$5000. Mentioned purchased previous 2nd car with check engine light that had gone on. Not safe.

July 10 whole car front, transmission felt and sounded would fall down. had salesperson hear noises. Took vehicle in on July 11.

Also mentioned vehicle was not running correctly. Very hesitant and ran loud. (Continued on other sheets)

D. WHAT SETTLEMENT ARE YOU SEEKING? Total buy back with no loss

and not to have to purchase a vehicle with Metro Max allowed for discrimination and stress

E. EXPIRATION DATE OF RHODE-ISLAND INSPECTION STICKER: new vehicle

THIS COMPLAINT MUST BE COMPLETED AND COPIES OF ALL SUPPORTING DOCUMENTS ATTACHED. SUCH AS COPY OF BILL-OF-SALE, PURCHASE ORDER AGREEMENT, SAFETY REJECTION SLIP (IF UNABLE TO PASS INSPECTION), REPAIR RECEIPTS, COPY OF WARRANTY OR GUARANTEES.

IF YOU SUSPECT THAT THIS MAY BE A FRAUDULENT OR OTHERWISE ILLEGAL TRANSACTION, IT IS ADVISED THAT YOU CONTACT YOUR LOCAL POLICE DEPARTMENT, STATE POLICE, OR FBI OFFICE REGARDING THIS MATTER.

(YOU MAY USE ADDITIONAL PAGES TO EXPLAIN YOUR ANSWER)

\*VERY IMPORTANT: COMPLAINANT MUST CONTACT THIS OFFICE AFTER 15 DAYS OF FILING THE COMPLAINT

Isaac Ortiz  
COMPLAINANT'S SIGNATURE

DATE 9/20/11

C 10f. 4

Please note on July 13, 2011 my husband and I met at Chrysler with Paul the manager to go over the buy back of my vehicle and he then mentioned \$3000 ( see purchase information Screen sheet). I asked him we went from \$5000 to \$3000 in a matter of days. Felt like he discriminates against me as a female. It was only when I requested to meet with my husband another deal was given.

Requested for Chrysler to open a case on July 14, 2011.

On July 18 at 6:00 pm I had spoke to Paul about me talking it over with my husband and that I would get back to him however: as I drove onto Hartford Ave my car engine light and gripper light went on (see photo of light that was same as July 7, that had gone on) and I went directly to the dealership. I again stressed to Paul the manager that I did not feel safe and this is very stressful. He stated that he could not give me a rental because they closed at 6:00pm and it was after 6:00pm as I expressed to him that this has been a continued stressful situation and I need a vehicle for my son and I have an ill mom and they have many vehicles on the lot. I have insurance. He then gave me loaner car from the lot.

I did get a rental later that week because he wanted the loaner car however: please note myself or my husband was the only allowable driver with all these rentals which was very stressful because my mom was critically ill and I would drive to dialysis and it was no longer a switch of keys with my dad.

On July 27, 2011 I went to pick up my vehicle and I checked my mileage because I did not think the mileage was correct. I drove my vehicle on July 15 total of maybe 15 miles and then nothing on July 16 and 17 and then another 55 miles ( Fall River and back) and it seemed high so I checked my mileage and it said 7463 however; the paperwork provided by the dealership said 7466. When I went back into service with the picture of the mileage, the service guy stated oh it must have been a mistake that he would change it in the system. I said no that I was going to speak to the manager. Paul the manager was in the showroom behind the desk and I expressed that I had an issue that the paperwork and my vehicle does not match and he slammed his hand down on the desk and screamed at me that " what do you want me to go and fire the guy, that's what he would do". Also that it is a mechanical device, that he does not make them. I told him that I was going across the street to discuss this situation with his boss George as well as how I had been treated so far that he would he would of never treated my husband the way he had just treated me. I went to Honda across the street and spoke with George and expressed to him all my concerns from when I first bought my vehicle, that I do not feel safe, Paul had discriminated against me because I am a female. I was stressed over this whole issue and that I am losing time at work because of the amount of time and he stated that he would look into it and call me back. I also mentioned that Paul the manager stated that he told the owner of my situation with the vehicle and that was the best he could do and George stated to me there was no way he spoke to the owner Mike the owner .I also mentioned that we trying to go through Chrysler for a buy back .

2 of 4

On August 1, 2011 my oil change required light went on. Please note that the oil had been changed in the last service performed. I left George Smith a message and spoke to his secretary on August 1, 2011 and expressed that I was very unhappy that again unsure if again if service even performed their duties. Then he called and I called him back because I was at Dialysis with my Mom but had to leave a message. He and I missed calls but I then left another message on August 4, 2011 with the secretary that answered and she stated that he would be away until that Monday.

On August 6, 2011 my mom passed away. I did get a message on August 10, 2011 from Paul that George asked for him to call me. I did not return the call because George stated that he would call me back and I having my mom's services. I again tried to contact George throughout the week of 8/15,8/16,8/17,8/18 and then on 8/19 spoke to a secretary and expressed to her that I felt that I was being ignored. She stated to me that she had given him my messages.

On August 20, 2011 I received a call from Paul that he had got a call from George to contact me and that the best they can do is \$2500. I again expressed to Paul that I wanted to speak to the owner. He said that George would call me on 8/22.

I had gone to the dealership on 8/22 because I had been in touch with Greg the service manager for the because George stated he would be the point of contact for the mileage issue and also about the hesitation that the vehicle was not performing correctly. I did go to the dealership to hear other vehicles and I mentioned that my vehicle was making noise not all the time but that it was also hesitating on the highway. Greg had no paperwork regarding where they had driven my vehicle that yes issue that they did not put in the correct mileage. I expressed that with such a big issue my vehicle had and the amount of time my vehicle was there that there was no way only a mile was driven. Especially when that Friday 7/15 the mileage out was 7195. Also heard other vehicles and they did not sound like my car. My car was much louder and no paperwork or even where they had even driven my car.

Did call and left a message on the cell number on August 22 and August 23 but no call back from the owner Mike.

I did speak to George and believe it was 8/24 and he stated that he was management and that he does not usually get involved that it was the manager's position. I asked why did he waste my time. He mentioned I was to go through Paul.

On 9/2 my husband called to speak to Paul but he was off that he would be back on Sat. My husband and I went to the dealership on 9/3 to continue to complain about the noise and about the buyback. He stated that all I would be out would be \$2500. The service person Kenny heard the noise and because the time for the rental was not open I mentioned I was not driving the vehicle much that weekend that I would drop off the vehicle on 9/6 because of the holiday.



C 3 of 4

I again requested to have a meeting with the owner and Paul called me on 9/6 asking if he and George could meet with me and I stated no because George had already stated to me on the phone that he was management and that he does not get involved. I mentioned to Paul that I tried talking to him and now I am requesting to meet with the owner.

On 9/7 I received a call from Paul and I requested to meet but he stated that the owner was able to do a conference call. I again asked for Paul to have the owner call me but he called me back and he had Mike and George for a conference call. I spoke to the owner and my understanding is that I would only be out \$2500, would also be able get the auto starter, Mike stated he would eat that too. He mentioned oil changes but expressed had them from prior vehicle and he mentioned two reconditioning. Mike did mention that he wishes that he wished he did not have a heart because he does not make these vehicles and sells over 1200 cars a month. I tried to explain to Mike the issues from the beginning but he stated that he was at an airport and that he was not going back and forth of what was said. I did mention though that on numerous occasions that I tried contacting George and he did not get back to me and he mentioned he called me 23 times and I mentioned that I would have to disagree that I never even got a letter of any sort as a follow up and that he knew I had a ill mom and that I had been taking her to dialysis. Mike mentioned for Paul to put the deal together, that they did not have a Black 200 but would look at getting one and I mentioned I heard that the 200 had the same engine as the Dodge Avenger and asked about the 300 and he would look at that one. When I asked what I would be able to get for a buyout of the vehicle George stated \$18,000 if I did not buy another car from them. I told him that it was not acceptable. It was agreed I would go check out the paperwork on Saturday on 9/10.

9/10 I did go to the dealership without my husband (at football) because it was the only time that I could get to the dealership to meet with Paul. The paperwork was to be ready and when I met with Paul he stated that I would need an additional \$2500, this was not what I had believed to be the deal. I thought I was only out \$2500. I asked what about the \$4000 that I had put down on the vehicle. Basically anything that I paid on the vehicle would be lost. I left the dealership and went to where my husband was to discuss that this again was unreasonable and returned and asked if the dealership could do a lemon law complaint now, since so many times for same item and still not fixed and Greg the service manager mentioned that I would need to call Chrysler. He mentioned that I would need to request it. I told Paul not to hold any vehicle. I did ask for his last name and whom was the owner. I did call Chrysler and the customer service rep stated that I needed to go through the state attorney general. I mentioned that my vehicle has been having continuous issues and it was only until that day I was getting to see what the owner would do.

C

4 of 4

I feel that they are not backing up their ads about Customer Satisfaction from buying and throughout the car ownership. This has caused undue stress on me and my family. I have been discriminated against as a female purchaser; do not feel safe driving this vehicle, unacceptable time spent on having to continue to return with issues with the vehicle. Not to mention the uncertainty that I have with service with the error on paperwork and oil change light error. My understanding the service person did not complete the process when they completed the oil change.

Please note that I was never told of a recall done to my vehicle prior to my ownership until 9/18/11 when I requested copies of all services done to my vehicle. Please see copy. I am unsure of exactly what was done.

I have submitted copies of the service paperwork.

Please note my vehicle is still hesitating, ticks and makes a knocking noise (since the first time I had reported it on July 7, 2011) and needs to be serviced. I had an appointment on 9/19/11 however; the rental place did not have a vehicle ready and had to get other vehicles and not sure of time to get vehicles. I did not have time to wait and went back to the dealership to get the vehicle so that I could attend a meeting the following morning that I could not miss. I leave for work at 7:00 am and at times do not return until after 6:00 pm. All these service items have caused me to take time out of work as well undue stress.

I would greatly appreciate all your assistance in this matter.

**Service of Process  
Transmittal**

06/04/2012

CT Log Number 520623890

**TO:** Melissa Gravlin  
Chrysler Group LLC  
Office Of General Counsel, 1000 Chrysler Drive  
CIMS: 485-13-62  
Auburn Hills, MI 48326-2766

**RE: Process Served in Texas**

**FOR:** Chrysler Group LLC (Domestic State: DE)

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

**TITLE OF ACTION:** [REDACTED]  
*Name discrepancy noted.*

**DOCUMENT(S) SERVED:** Letter

**COURT/AGENCY:** None Specified  
Case # None Specified

**NATURE OF ACTION:** Letter of Intent - Letter offering a settlement regarding Chrysler's breach of warranties by its failure to tender the vehicle free of defects and its failure to repair the defective vehicle -seeking \$13,500.00 - 2011 Chrysler 200, VIN: 1C3BC7EG4BW539732

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Dallas, TX

**DATE AND HOUR OF SERVICE:** By Regular Mail on 06/04/2012 postmarked: "Not Post Marked"

**JURISDICTION SERVED :** Texas

**APPEARANCE OR ANSWER DUE:** Within 60 days

**ATTORNEY(S) / SENDER(S):** Craig M. Patrick  
Patrick Law Firm, P.C.  
3333 Lee Parkway  
Suite 600  
Dallas, TX 75219  
214-665-9510

**ACTION ITEMS:** CT has retained the current log, Retain Date: 06/04/2012, Expected Purge Date: 06/09/2012  
Image SOP

**SIGNED:** C T Corporation System  
**PER:** Beatrice Casarez  
**ADDRESS:** 350 North St Paul Street  
Suite 2900  
Dallas, TX 75201  
**TELEPHONE:** 214-932-3601

# PATRICK LAW FIRM, P.C.

3333 Lee Parkway, Suite 600  
Dallas, Texas 75219  
Phone: (214) 665-9510  
Fax: (214) 665-9511  
Toll Free: 1-888-LEMON-81

---

CRAIG M. PATRICK  
craigpatrick@att.net  
Licensed in TX, CA

June 1, 2012

Chrysler Group, LLC  
CT Corporation System  
350 N. St. Paul St., Suite 2900  
Dallas, Texas 75201

Re: [REDACTED]  
[REDACTED] DTPA Demand Letter  
2011 Chrysler 200, VIN: 1C3BC7EG4BW [REDACTED] (the "Vehicle")

Greetings:

## DTPA NOTICE LETTER

My firm has been retained to represent [REDACTED] with respect to a claim that he has against you. Please direct all communications concerning this matter to me.

On November 8, 2011, my client purchased the above referenced Vehicle from Waxahachie Dodge in Waxahachie, Texas for approximately \$35,700. The product did not conform to the warranties and representations made by Chrysler and its dealers and the applicable warranties have been breached.

The Vehicle has experienced an excessive number of defects and Chrysler and its dealers have been unable to repair the Vehicle in accordance with Chrysler's express warranty. The Vehicle has been repaired at least 5 times, and spent at least 15 days in the shop. The Vehicle has experienced defects with water leaks, interior trim, dying, and other defects listed in the warranty repair history. The Vehicle still has defects.

The Vehicle's partial repair history, as reflected in the service records in my client's possession, is as follows:

<u>Mileage</u>	<u>Date</u>	<u># Days</u>	<u>Defect</u>	<u>Repair</u>
3,486	02/17/12	4	water leak Trim	replace 4 clips, adjust glass upstop, replace seat release cable
3,590	02/21/12	1	water leak	adjust window
4,227	03/16/12	1	died	flash PCM
4,419	03/19/12	3	water leak	adjust glass upstop

Additional repairs may be found in Chrysler's warranty repair history.

It is my contention that Chrysler failed to tender the Vehicle free of defects and its failure to repair the defective Vehicle constitutes a breach of the written and implied warranties covering the Vehicle and is a violation of the MMWA to which Plaintiff is entitled to recover: (1) his damages under 15 U.S.C. § 2310(d)(1) or (2) a full refund under 15 U.S.C. § 2304(a)(4). My client has performed all things agreed to and required under the purchase agreement and warranty, except as may have been excused or prevented by the conduct of Chrysler.

In addition to the protection federal law affords them, my client contends that Chrysler also violated the Texas Deceptive Trade Practices Act.

As a direct and proximate result of Chrysler's violation of its obligations under federal and state law, my client has suffered the following damages:

- A. Cost of repair;
- B. Diminished value of the Vehicle;
- C. Loss of use;
- D. Out of pocket expenses; and
- E. Attorney's fees.

Based on the foregoing, my client will accept \$10,000.00 in full and final satisfaction of his claim.

My client has also incurred reasonable and necessary attorney's fees in the pursuit of this claim stated in this letter. The amount of fees incurred as of the date of this letter is \$3,500.00, paid in addition to any repurchase or cash settlement, for a total of **\$13,500**.

Page 3  
June 1, 2012


Under the contract of employment I have with our client, my firm has been assigned an interest in the claim against you.

### **OFFER OF SETTLEMENT**

The purpose of this letter is to encourage you to resolve my client's claim in a fair and equitable manner without the need for further legal action. In the event you fail to take advantage of this offer of settlement, I will have no alternative but to recommend to my client that a lawsuit be filed against you under the Magnuson-Moss Warranty Act and the DTPA. In this lawsuit, rather than seeking only the amount of compensation I am asking of you at this time, I will seek to recover the full measure of damages to which our client is legally entitled as well as our client's expenses and attorney's fees as allowed by law.


If you are interested in resolving this matter without the necessity of litigation, please contact me with sufficient time to resolve the dispute within sixty (60) days of your receipt of this letter. Thank you for your attention to this letter.

Very truly yours,

  
Craig M. Patrick

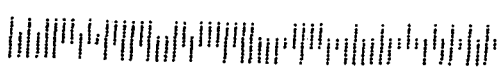
3600

**\$0.650**  
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062S0007743668  
75219



S84450.077

**Chrysler Group, LLC  
CT Corporation System  
350 N. St. Paul Street  
Dallas, Texas 75201**



Law Enforcement and TxDOT Use Only  
 CATAL  CIV  SCHOOL BUS  RAMP ROAD  MAB  SUPPLEMENT  ACTIVE SCHOOL ZONE

Texas Peace Officer's Crash Report (Form CR-3 1/1/2010)  
 Mail to: Texas Department of Transportation, Crash Records, P.O. Box 149348, Austin, TX 78714 Questions? Call (512)486-6780  
 Refer to Attached Code Sheet for Numbered Fields  
 Page 1 of 2

\*These fields are required on all additional sheets submitted for this crash (ex: additional vehicles, occupants, injured, etc.)

**ORIGINAL**  
 TXDOT  
 Crash #12

\*Crash Date (MM/DD/YYYY) 01/10/2012 \*Crash Time (24HRMM) 1154 Case ID 12-001389 Local Use

\*County Name DENTON \*City Name FLOWER MOUND Outside City Limit

In your opinion, did this crash result in at least \$1,000 damage to any one person's property?  Yes  No Latitude Longitude

ROAD ON WHICH CRASH OCCURRED  
 \*1 Hwy. Sys. LR \*Hwy. Num. 2 Row. Part 1 Block Num. 2600 3 Street Prefix Street Name HERITAGE 4 Street Suffix LN

Crash Occurred on a Private Drive or Road/Private Property/Parking Lot  Tail Road/Tail Lane Speed Limit 30 Const. Zone  No Workers Present  No Street Desc.

INTERSECTING ROAD, OR IF CRASH NOT AT INTERSECTION, NEAREST ROAD OR REFERENCE MARKER  
 At Int  Yes  No 1 Hwy. Sys. LR Hwy. Num. 2 Row. Part 1 Block Num. 2700 3 Street Prefix Street Name MCPHERSON 4 Street Suffix LN

Distance from Int or Ref. Marker 375  FT  MI 1/2 Dir. From Int or Ref. Marker S Reference Marker Street Desc. RRX Num.

Unit Num. 1 5 Unit Desc. 1  Parked Vehicle  Hit and Run LP State TX LP Num. 3FCMG VIN 1C3BC2FG4BN

Veh. Year 2011 6 Veh. Color BLK 7 Body Style P4  Pol. Fire, EMS on Emergency (Explain in Narrative if checked)

8 DL/D Type 1 (1) DL State TX (2) DL Num. 26249328 9 DL Class C 10 CDL End 96 11 DL Rest A 12 DL Rest A 13 DL Rest A 14 DL Rest A 15 DL Rest A 16 DL Rest A 17 DL Rest A 18 DL Rest A 19 DL Rest A 20 DL Rest A 21 DL Rest A 22 DL Rest A 23 DL Rest A 24 DL Rest A 25 DL Rest A

Address (Street, City, State, ZIP) 2805 LAKE CREST DR., FLOWER MOUND, TX 75022

VEHICLE, DRIVER, & PERSONS

Name: Last, First, Middle Enter Driver or Primary Person for this Unit on first line

Person Num.	12 Pstn. Type	13 Seat Position	14 Injury Severity	15 Age	16 Ethnicity	17 Sex	18 Eject	19 Restr.	20 Arrest	21 Bail	22 Acc. Spec.	23 Drug Spec.	24 Drug Result	25 Drug Category
1	1	1		20	W	1	1	1	2	97	N	96	N/A	96 97 97

Not Applicable - Alcohol and Drug Results are only reported for Driver/Primary Person for each Unit.

Owner  Lessee Name & Address COLLEEN BETSWORTH, 2805 LAKE CREST DR., FLOWER MOUND, TX 75022

Proof of Fin. Resp.  Yes  Expired 25 Fin. Name Farmers Texas County Mutual Fin. Resp. Num. 44460512

Fin. Resp. Phone Num 1-800-225-0011 27 Vehicle Damage Rating 1 1, 2, F, C, 5 27 Vehicle Damage Rating 2

Towed by EDD'S Towed To SERVICE KING 2601 William D Tate, Grapevine, TX 76051

Unit Num. 5 Unit Desc.  Parked Vehicle  Hit and Run LP State LP Num. VIN

Veh. Year 6 Veh. Color Veh. Make Veh. Model 7 Body Style  Pol. Fire, EMS on Emergency (Explain in Narrative if checked)

8 DL/D Type (1) DL State (2) DL Num. 9 DL Class 10 CDL End 11 DL Rest 12 DL Rest 13 DL Rest 14 DL Rest 15 DL Rest 16 DL Rest 17 DL Rest 18 DL Rest 19 DL Rest 20 DL Rest 21 DL Rest 22 DL Rest 23 DL Rest 24 DL Rest 25 DL Rest

Address (Street, City, State, ZIP)

VEHICLE, DRIVER, & PERSONS

Name: Last, First, Middle Enter Driver or Primary Person for this Unit on first line

Person Num.	12 Pstn. Type	13 Seat Position	14 Injury Severity	15 Age	16 Ethnicity	17 Sex	18 Eject	19 Restr.	20 Arrest	21 Bail	22 Acc. Spec.	23 Drug Spec.	24 Drug Result	25 Drug Category

Not Applicable - Alcohol and Drug Results are only reported for Driver/Primary Person for each Unit.

Owner  Lessee Name & Address

Proof of Fin. Resp.  Yes  Expired 25 Fin. Name Fin. Resp. Num.

Fin. Resp. Phone Num 27 Vehicle Damage Rating 1 27 Vehicle Damage Rating 2

Towed by Towed To



Law Enforcement and TxDOT Use ONLY  
Form CR 3 1/1/2010

Case ID **12-001389**

TxDOT Crash ID

Page **2** of **2**

DISPOSITION OF INJURED/KILLED	Unit Num.	Prsn Num.	Taken To	Taken By	Date of Death (MM/DD/YYYY)	Time of Death (24HRMM)

CHARGES	Unit Num.	Prsn Num.	Charge	Citation/Reference Num

DAMAGE	Demaged Property Other Than Vehicles	Owner's Name	Owner's Address

Unit Num.  10,001-1 HS.  TRANSPORTING HAZARDOUS MATERIAL  9- Capacity 28 Veh Oper 29 Carrier ID Type Carrier ID Num

Carrier's Corp Name Carrier's Primary Addr.

30 Rdwy. Access  RGWW  GVWR HazMat Released  Yes  No 32 HazMat Class Num. HazMat ID Num. 32 HazMat Class HazMat ID Num.

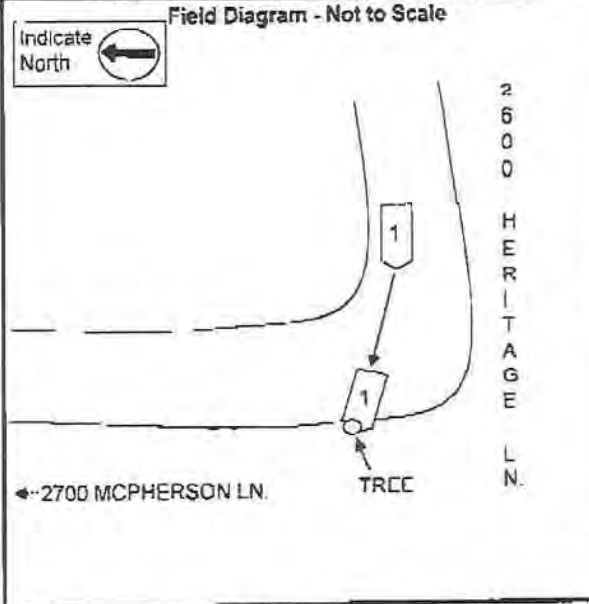
33 Cargo Body Style Trailer 1 Unit Num.  RGWW  GVWR 34 Trc. Type Trailer 2 Unit Num.  HGWW  GVWR 34 Trc. Type

Sequence Of Events 35 Seq. 1 35 Seq. 2 35 Seq. 3 35 Seq. 4 Total Num. Axles Total Num. Tires

FACTORS & CONDITIONS	36 Contributing Factors (Investigator's Opinion)		37 Vehicle Defects (Investigator's Opinion)		Environmental and Roadway Conditions						
	Unit num.	Contributing	Contributing	May Have Contrib.	38 Weather cond.	39 Light Cond.	40 Entering Roads	41 Roadway Type	42 Roadway Alignment	43 Surface Condition	44 Traffic Control
	1	51 22			2	1	97	1	5	2	96

Investigator's Narrative Opinion of What Happened  
(Attach Additional Sheets if Necessary)

**UNIT 1 WAS W/B 2600 HERITAGE APPROACHING A 90 DEGREE CURVE ON A WET ROAD. UNIT 1 DRIVER STATED HE WAS GOING A LITTLE OVER THE SPEED LIMIT ABOUT 35 AND HE COULD NOT STOP. THE CAR SLID ACROSS THE ROAD AND COLLIDED FC INTO A TREE.**



Investigator:  Yes  No  
Investigator Name: **K. SCHMIDT**  
ORI Num.: **T X 0 6 1 1 2 0 0** Agency: **FLOWER MOUND PD**

Time Arrived (24HRMM): **1 1 5 7** Report Date (MM/DD/YYYY): **0 1 / 1 0 / 2 0 1 2**  
ID Num.: **183**  
District/Area: **7**