

1 KACEY R. RICCOMINI, Bar No. 292340  
2 *kriccomini@thompsoncoburn.com*  
3 **THOMPSON COBURN LLP**  
4 10100 Santa Monica Blvd., Suite 500  
5 Los Angeles, California 90067  
6 Tel: (310) 282-2500 / Fax: (310) 282-2501

7 STEPHEN A. D'AUNOY (*pro hac vice* to be filed)  
8 *sdaunoy@thompsoncoburn.com*  
9 SCOTT H. MORGAN (*pro hac vice* to be filed)  
10 *smorgan@thompsoncoburn.com*  
11 **THOMPSON COBURN LLP**  
12 One US Bank Plaza  
13 St. Louis, Missouri 63101  
14 Tel: (314) 552-6000 / Fax: (314) 552-7000

15 *Attorneys for Defendant FCA US LLC*

16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 ALAN KHEEL, individually, and on  
19 behalf of all others similarly situated,

20 Plaintiff,

21 vs.

22 FCA US LLC,

23 Defendant.

Case No. 2:22-cv-3376

**DEFENDANT FCA US LLC'S  
NOTICE OF REMOVAL;  
DEMAND FOR JURY TRIAL**

24  
25 ///

26 ///

27 ///

28

1 Defendant FCA US LLC, pursuant to 28 U.S.C. §§ 1332, 1441, 1446 and 1453,  
2 hereby removes this case to this Court. As set forth below, this Court has subject matter  
3 jurisdiction under 28 U.S.C. § 1332(d)(2).

4 **I. BACKGROUND**

5 1. On April 18, 2022, Alan Kheel (“Plaintiff”) filed a Class Action  
6 Complaint (“Complaint” or “Comp.”) known and numbered as *Alan Kheel v. FCA*  
7 *US LLC*, Case No. 22STCV12935, in the Superior Court of the State of California for  
8 the County of Los Angeles (“the State Court Action”).

9 2. FCA US was served with process and a copy of the Complaint in the  
10 State Court Action on April 21, 2022. No other pleadings or process have been  
11 served or entered. The court has entered an Initial Status Conference Order and  
12 concurrent Minute Order. The docket sheet from the State Court Action, a copy of  
13 the Complaint and process served on FCA US, and complete copy of the court file in  
14 the State Court Action is attached as Exhibit A.

15 **A. Allegations In The Complaint.**

16 3. Plaintiff is a California resident who purchased an “8/75 Maximum  
17 Care” service contract for his model-year 2018 Jeep Grand Cherokee “[o]n or around  
18 July 29, 2021.” *See* Comp., ¶¶ 5, 21, 23; *see also* Service Contract, attached as Ex. A  
19 to the Complaint.

20 4. Then, “[o]n or around September 30, 2021,” Plaintiff sold his vehicle  
21 and “no longer had a need for the service plan he had purchased.” *Id.* at ¶¶ 26-27. In  
22 the months following the sale of his vehicle, Plaintiff alleges he attempted to cancel  
23 the service contract, but FCA US “did not respond.” *Id.* at ¶¶ 28-38.

24 5. Plaintiff contends that he and others who purchased service contracts  
25 “relied on [FCA US]’s representations regarding [the service contract’s] cancellation  
26 policy ... and they were deceived as a result of [FCA US]’s actions.” *Id.* at ¶ 39.

27 6. Based on these allegations, Plaintiff seeks to represent a class defined as:  
28 “all others similarly situated in the State of California who purchased a service plan

1 from Defendant,” as well as a subclass “comprised of all consumers in the State of  
2 California who purchased a service plan from [FCA US], and timely attempted to  
3 cancel that service plan, but whose cancellation requests were not honored by  
4 [FCA US].” *Id.* at ¶¶ 43-44.

5 7. On behalf of himself and the putative class, Plaintiff pleads claims for:  
6 violation of California’s Unfair Competition Law, Business and Professions Code  
7 §17200, *et seq.* (Count I) (*id.* at ¶¶ 49-88); violation of California’s False Advertising  
8 Law, Business and Professions Code §17500, *et seq.* (Count II) (*id.* at ¶¶ 89-93); and  
9 breach of contract (Count III) (*id.* at ¶¶ 94-99).

10 8. Plaintiff alleges he “suffered an ‘injury in fact’ because [his] money was  
11 taken by [FCA US] as a result of [FCA US]’s false representations about its  
12 cancellation policy.” *Id.* at ¶ 40. Among other things, Plaintiff seeks: (i) “an order  
13 awarding, as appropriate, damages to the Plaintiff and The Classes,” (ii) injunctive  
14 and equitable relief, including “the remedy of disgorgement,” (iii) punitive damages,  
15 and (iv) attorneys’ fees and costs. *Id.* at *Prayer for Relief*, p. 14.

16 **B. Facts Related To The Amount In Controversy And Number Of Putative**  
17 **Class Members.**

18 9. FCA US’s records reflect that in 2021, the same year Plaintiff avers he  
19 purchased his service contract, vehicle owners in California purchased 19,540 service  
20 contracts covering new vehicles and 25,691 service contracts covering used  
21 vehicles—for a total of 45,231 sold. Those service contracts had a Manufacturer  
22 Suggested Retail Price (“MSRP”) ranging from \$375 to \$11,760 for varying types of  
23 coverage (*e.g.*, from a basic service contract to comprehensive “Maximum Care”  
24 contracts).

25 10. In the last five years, since 2017 up to the present time, FCA US has  
26 sold nearly 250,000 service contracts in California.

27

28

1 **II. GROUNDS FOR REMOVAL**

2 11. “A defendant’s notice of removal need include only a plausible  
3 allegation that the amount in controversy exceeds the jurisdictional threshold.” *Dart*  
4 *Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 89 (2014); *see also*  
5 *Reyes v. Carehouse Healthcare Ctr., LLC*, 2017 WL 2869499, \*2 (C.D.Cal. 2017).

6 **A. “CAFA” Jurisdiction Under 28 U.S.C. § 1332(d)(2).**

7 12. This Court has jurisdiction of this case under 28 U.S.C. § 1332(d)(2),  
8 which is commonly referred to as the Class Action Fairness Act (“CAFA”).

9 13. Pursuant to CAFA, when the number of putative class members exceeds  
10 100, this Court has original jurisdiction over “any civil action in which the matter in  
11 controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs,  
12 and is a class action in which ... any member of a class of plaintiffs is a citizen of a  
13 State different from any defendant.” 28 U.S.C. § 1332(d)(2).

14 14. Plaintiff is a citizen of the state of California. *See Comp.*, ¶ 5. For the  
15 purposes of CAFA jurisdiction, FCA US is a citizen of Delaware under whose laws it  
16 was organized and Michigan where its principal place of business is located.<sup>1</sup> Thus,  
17 the minimal diversity requirements of CAFA are satisfied. *See* 28 U.S.C.  
18 § 1332(d)(2)(A).

19 15. And, there are more than 100 putative class members. *See, e.g., supra*,  
20 ¶¶ 10-11. Since 2017, nearly 248,758 vehicle owners have purchased service  
21 contracts. Indeed, in 2021 alone, 45,231 service contracts were purchased by vehicle  
22 owners. *Id.*; *see also Comp.*, ¶¶ 46, 48 (alleging class members “are so numerous”  
23 that joinder of them all “is impracticable”).

24  
25  
26 <sup>1</sup>Under a *CAFA jurisdiction* analysis, “a limited liability company is deemed  
27 to be a citizen of the State where it has its principal place of business and the State  
28 under whose laws it is organized.” *Clemons v. Element Materials Tech. Huntington*  
*Beach LLC*, 2022 WL 1203096, \*2 (C.D.Cal. 2022) (internal marks omitted).



1           16. Finally, the amount in controversy far exceeds the sum or value of \$5  
2 million, exclusive of interest or costs. For example, Plaintiff alleges that the service  
3 contracts FCA US has sold in California were sold through “deceptive and fraudulent  
4 practices,” and he seeks to force FCA US to “disgorge[]” at least “part of the  
5 purchase price of the product.” *See* Comp., ¶ 66, *Prayer for Relief* at p. 14; *see also*  
6 *id.* at ¶ 20 (alleging entitlement to “full refund” if cancelation of service contract was  
7 requested within the first 60 days or “a prorated refund” if canceled thereafter).

8           17. Simply multiplying the number of service contracts sold since 2017  
9 (248,758) by \$25 (less than 10% of the lowest MSRP for the service contracts at  
10 issue) yields an amount in controversy of over \$6 million. And, this does not include  
11 Plaintiff’s claims for punitive damages and attorney’s fees. *Id.* at *Prayer for Relief*,  
12 p. 14. Thus, there can be no doubt that the requisite amount in controversy is  
13 satisfied here.

14           18. Because there is minimal diversity, greater than 100 putative class  
15 members, and the matter in controversy exceeds the sum of \$5 million, this Court has  
16 jurisdiction under 28 U.S.C. § 1332(d)(2).<sup>2</sup>

17           19. No statutory exception to CAFA jurisdiction applies in this case.

### 18                           **III. REMOVAL IS PROPER AND TIMELY**

19           20. This Notice of Removal is filed within thirty days of April 21, 2022, the  
20 date on which FCA US was first served with a summons and the Complaint. Thus, it  
21 is timely filed. *See* 18 U.S.C. § 1446(b)(1).

---

22  
23           <sup>2</sup>In *Dart Cherokee*, the Supreme Court made clear that a defendant who  
24 removes a case to federal court does not have to submit evidence proving that the  
25 amount-in-controversy requisite of CAFA jurisdiction is satisfied until and unless  
26 the plaintiff or the court challenges the defendant’s position, at which point “both  
27 sides submit proof and the court decides, by a preponderance of the evidence,  
28 whether the amount-in-controversy requirement has been satisfied.” 135 S.Ct. at  
554. FCA US will provide declaratory proof of the amount in controversy if the  
Court finds it necessary.

1           21. FCA US will promptly file a copy of this Notice of Removal with the  
2 clerk of the Superior Court of the State of California, County of Los Angeles, and  
3 provide written notice of the removal to all counsel of record.

4           22. The United States District Court for the Central District of California  
5 embraces the county and court in which Plaintiff filed this case. *See* 28 U.S.C. § 84.  
6 Therefore, this action is properly removed to this Court pursuant to 28 U.S.C.  
7 § 1441(a).

8  
9           WHEREFORE, the above described action now pending against FCA US LLC  
10 in the Superior Court of the State of California, County of Los Angeles, is removed  
11 to the United States District Court for the Central District of California

12  
13 Dated: May 18, 2022

**THOMPSON COBURN LLP**

14 By: /s/ Kacey R. Riccomini  
15 Kacey R. Riccomini

16 *Attorneys for Defendant FCA US LLC*  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

22STCV12935

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Kenneth Freeman

1 **Todd M. Friedman (216752)**  
 2 **Law Offices of Todd M. Friedman, P.C.**  
 3 **21031 Ventura Blvd, Suite 340**  
 4 **Woodland Hills, CA 91364**  
 5 **Phone: 323-306-4234**  
 6 **Fax: 866-633-0228**  
 7 **tfriedman@toddfllaw.com**  
 8 **Attorneys for Plaintiff**

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 10 **FOR THE COUNTY OF LOS ANGELES**  
 11 **UNLIMITED JURISDICTION**

Case No. **22STCV12935**

12 **ALAN KHEEL, individually and on behalf**  
 13 **of all others similarly situated,**

14 Plaintiff,

15 vs.

16 **FCA US LLC,**

17 Defendant.

**CLASS ACTION COMPLAINT**

**(Amount to exceed \$25,000)**

1. Violation of the Business and Professions Code Sections 17200 *et seq.* (California Unfair Competition Law);
2. Violation of the Business and Professions Code Section 17500;
3. Breach of Contract

**I. INTRODUCTION**

22 1. This is a putative California class action case brought on behalf of all purchasers  
 23 of vehicle service contracts ("service plans"), marketed, and/or sold by FCA US LLC  
 24 ("Defendant") in California.

25 2. Through unlawful, deceptive and unfair course of conduct, Defendant,  
 26 marketed, and/or sold service plans throughout the United States (and in California) with the  
 27 false representation that Plaintiff and others similarly situated could cancel the service plan at  
 28 any time by following the procedures described in the service plan contract.



1           13. On information and belief, the service plan contracts which Defendant enters  
2 into with consumers, such as Plaintiff and others similarly situated, contain substantially the  
3 same cancellation policy.

4           14. Defendant's service plan contracts with consumers, such as Plaintiff and others  
5 similarly situated, state that the consumer has the option to "CANCEL the remaining Plan  
6 coverage and receive a full or pro-rata refund."

7           15. Defendant's service plan contracts further state that consumers "may email or  
8 fax your cancellation request along with your Plan Provisions, proof of payoff and current  
9 mileage on the vehicle to" Defendant's cancellation department.

10           16. Contrary to the representation, Defendant had no intention of allowing  
11 consumers, such as Plaintiff and others similarly situated, to cancel or receive a refund.

12           17. Defendant marketed, and continues to market, and represent to the general  
13 public that the service plans can be cancelled by consumers. In addition, Defendant  
14 fraudulently concealed the material facts at issue herein by failing to disclose to the general  
15 public its intention to not honor cancellation requests. The disclosure of this information was  
16 necessary to make Defendant's representation not misleading for want of disclosure of these  
17 omitted facts. Defendant possesses superior knowledge of the true facts which were not  
18 disclosed, thereby tolling the running of any applicable statute of limitations.

19           18. Consumers are particularly vulnerable to these deceptive and fraudulent  
20 practices. Most consumers possess very limited knowledge of the likelihood that sellers of  
21 service plans will not honor their cancellation policies. This is a material factor in many  
22 individuals' purchasing decisions, as they believe they are able to cancel the service plan and  
23 get their money back if they are not satisfied with the service plan.

#### **V. THE PLAINTIFF'S TRANSACTION**

24           19. In or around July of 2021, Plaintiff spoke with an agent of Defendant to inquire  
25 about a service plan.

26           20. Defendant's agent informed Plaintiff that the service plan came with a money  
27 back guarantee, such that Plaintiff would receive a full refund if he cancelled, for any reason,  
28 within the first 60 days of the service plan. If he cancelled after 60 days, he would receive a  
prorated refund.

1           21. On or around July 29, 2021, Plaintiff entered into a contract for a service plan  
2 with Defendant.

3           22. The service plan was set to going to effect on or around August 18, 2021.

4           23. The service plan was for Plaintiff's 2018 Jeep Grand Cherokee, Vehicle  
5 Identification Number 1C4RJFCG4JC458124.

6           24. On or around July 29, 2021, Plaintiff received confirmation of the terms of his  
7 service plan via email.

8           25. The terms of Plaintiff's service plan are attached hereto as EXHIBIT A.

9           26. On or around September 30, 2021 Plaintiff sold his 2018 Jeep Grand Cherokee.

10          27. As such, Plaintiff no longer had a need for the service plan he had purchased  
11 from Defendant.

12          28. On or around October 4, 2021, Plaintiff emailed his cancellation request to  
13 Defendant's cancellation department, as instructed by the terms of his service plan.

14          29. Defendant did not respond to this request.

15          30. On October 18, 2021, Plaintiff emailed a second cancellation request to  
16 Defendant's cancellation department, as instructed by the terms of his service plan.

17          31. Defendant did not respond to this request.

18          32. On October 21, 2021, Plaintiff faxed a second cancellation request to  
19 Defendant's cancellation department, as instructed by the terms of his service plan.

20          33. Defendant did not respond to this request.

21          34. Frustrated by Defendant's lack of response, Plaintiff called Defendant's  
22 customer service department on or around November 11, 2021.

23          35. The customer service representative that Plaintiff spoke to informed him that  
24 Defendant does not accept faxes, despite the language to the contrary in Plaintiff's service plan.

25          36. Moreover, the customer service representative was unable to confirm that  
26 Plaintiff's cancellation requests had been received, and instead instructed Plaintiff to be patient.

27          37. On or around December 10, 2021, Plaintiff sent a letter to Defendant to express  
28 his frustration and further request a cancellation and refund of his service plan. That letter is  
attached hereto as Exhibit B.

          38. Defendant did not respond to this letter.

1 39. In each case when Plaintiff, and others similarly situated, purchased a service  
2 plan from Defendant, they relied on Defendant's representations regarding its cancellation  
3 policy, which is typical of most U.S. consumers, and they were deceived as a result of  
4 Defendant's actions. In fact, Plaintiff would not have purchased the service plan if it weren't  
5 for the misrepresentation of the aforementioned material fact, or would have paid significantly  
6 less for the service plan.

7 40. Plaintiff suffered an "injury in fact" because Plaintiff's money was taken by  
8 Defendant as a result of Defendant's false representations about its cancellation policy.

9 41. Plaintiff and Class Members were undoubtedly injured as a result of Defendant's  
10 false representations that are at issue in this litigation.

#### 11 VI. CLASS ACTION ALLEGATIONS

12 42. Plaintiff hereby re-alleges and incorporates by reference each and every  
13 preceding paragraph as though fully set forth herein.

14 43. Plaintiff brings this action individually and behalf of all others similarly situated  
15 in the State of California who purchased a service plan from Defendant ("The Class").  
16 Specifically, excluded from The Class is any persons who have a controlling interest in  
17 Defendant, and of Defendant's parent companies, subsidiaries, and Defendant's officers,  
18 directors, managers, shareholders and members of their immediate families; and their heirs,  
19 successors and assigns pursuant to Code of Civil Procedure § 382 and Business & Professions  
20 Code § 17200 *et seq.* The Class also does not include any persons who previously filed suit  
21 against Defendant for similar violations of California law and/or the Honorable Judge assigned  
22 to this case and their court staff.

23 44. Plaintiff also brings this action individually and behalf of a subclass comprised  
24 of all consumers in the State of California who purchased a service plan from Defendant, and  
25 timely attempted to cancel that service plan, but whose cancellation requests were not honored  
26 by Defendant ("The Subclass," and together with The Class, "The Classes"). Specifically,  
27 excluded from The Subclass is any persons who have a controlling interest in Defendant, and of  
28 Defendant's parent companies, subsidiaries, and Defendant's officers, directors, managers,  
shareholders and members of their immediate families; and their heirs, successors and assigns  
pursuant to Code of Civil Procedure § 382 and Business & Professions Code § 17200 *et seq.*  
The Class also does not include any persons who previously filed suit against Defendant for



1 similar violations of California law and/or the Honorable Judge assigned to this case and his or  
2 her court staff.

3 45. A sufficient similarity exists with respect to the service plans that Plaintiff and  
4 The Class have purchased in that the service plans are similar via the representations Defendant  
5 made about its cancellation policy. If there is a sufficient similarity between the service plans,  
6 any concerns regarding material differences in the products can be addressed at the class  
7 certification stage. *Anderson v. Jamba Juice Co.*, 888 F.Supp.2d 1000,1006 (N.D. Cal. 2012).

8 46. The members of The Classes are so numerous that joinder of all members is  
9 impracticable. The disposition of their claims in a class action will provide substantial benefits  
10 to the parties and the Court. On information and belief, the exact number and identities of the  
11 members of The Class are ascertainable from the records in Defendant' possession.

12 47. There is a well-defined community of interest in the questions of law and fact  
13 involved in this case.

14 48. All causes of action herein have been brought and may properly be maintained  
15 as a class action pursuant to the provisions of the Code of Civil Procedure section 382 because  
16 there is a well-defined community of interest in the litigation and the proposed class is easily  
17 ascertainable:

18 a. **Numerosity**: On information and belief, The Classes are so numerous that the  
19 individual joinder of all members would be impracticable.

20 b. **Common Questions Predominate**: Common questions of law and fact exists  
21 as to all members of The Classes, and those questions clearly predominate over any questions  
22 that might affect members individually. These commons questions of law and fact include, for  
23 example, whether Defendant' actions in the regard constitute an unfair, unlawful, or fraudulent  
24 business practice pursuant to Section 17200 et seq. of the California Business & Professions  
25 Code. The proposed classes are readily definable.

26 c. **Typicality**: On information and belief, Plaintiff's claims are typical of the  
27 claims of the members of The Classes. Plaintiff and all members of The Classes sustained  
28 damages arising out of Defendant's common course of conduct complained herein.

d. **Adequacy**: Plaintiff will fairly and adequately protect the interest of the  
members of The Classes because Plaintiff has no interests which are adverse to the interest of  
absent class members and because Plaintiff has retained counsel who possesses significant

1 litigation experience regarding alleged violations of consumer statutes.

2 e. **Superiority:** A class action is superior to other available means for the fair  
3 and efficient adjudication of this controversy since individual joinder of all members would be  
4 impracticable. Class action treatment will permit a large number of similarly situated persons  
5 to prosecute their common claims in a single forum simultaneously, efficiently and without the  
6 unnecessary duplication of effort and expense that numerous individual actions would  
7 engender. Furthermore, since most class members' individual claims for damages are likely to  
8 be modest, the expenses and burdens of litigating individual actions would make it difficult or  
9 impossible for individual members of The Classes to redress the wrongs done to them. An  
10 important public interest will be served by addressing the matter as a class action, substantial  
11 economies to the litigants and to the judicial system will be realized and the potential for  
inconsistent or contradictory judgments will be avoided.

12 **COUNT I: VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 et seq.**

13 49. Plaintiff reincorporates by reference all of the preceding paragraphs.

14 50. Plaintiff and Defendant are each "person[s]" as defined by California Business  
15 and Professions Code section 17201. California Business and Professions Code section 17204  
16 authorizes a private right of action on both an individual and representative basis.

17 51. "Unfair competition" is defined by Business and Professions code section 17200  
18 as encompassing several types of business "wrongs," four of which are at issue here: (1) an  
19 "unlawful" business act or practice, (2) an "unfair" business act or practice, (3) a "fraudulent  
20 business act or practice, and (4) "unfair, deceptive, untrue, or misleading advertising." The  
21 definitions in section 17200 are drafted in the disjunctive, meaning that each of these "wrongs"  
operates independently from the others.

22 52. A plaintiff is required to provide evidence of a causal connection between a  
23 defendant's business practices and the alleged harm—that is, evidence that the defendant's  
24 conduct caused or was likely to cause substantial injury. It is insufficient for a plaintiff to show  
25 merely that the defendant's conduct created a risk of harm. Furthermore, the "act or practice"  
26 aspect of the statutory definition of unfair competition covers any single act of misconduct, as  
27 well as ongoing misconduct.

28



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**UNFAIR**

59. Defendant has engaged in a pattern of “unfair” business practice in violation of Bus. & Prof. Code §§ 17200, *et seq.*, by distributing, and/or marketing that consumers can cancel their service plans and receive a refund at any time, resulting in a competitive disadvantage to other service plan providers who do not provide such a money back guarantee.

60. The gravity of those misrepresentations outweighs any alleged benefits attributable to such conduct; and such conduct is “unfair” because it offends established public policy and/or is immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to consumers, in that consumers are led to believe that they can cancel their service plans and get their money back, when in fact they cannot.

61. Defendant’s website, advertisements, agents, and contracts mislead and deceive consumers into believing that they can cancel their service plans at any time and receive a refund, which as discussed above, is untrue and misleading.

62. California Business & Professions Code § 17200 prohibits any “unfair ... business act or practice.” Defendant’s acts, omissions, misrepresentations, and practices as alleged herein also constitute “unfair” business acts and practices within the meaning of the UCL in that its conduct is substantially injurious to Purchasers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such conduct. There were reasonably available alternatives to further Defendant’s legitimate business interests, other than the conduct described herein. Plaintiff reserves the right to allege further conduct which constitutes other unfair business acts or practices. Such conduct is ongoing and continues to this date.

63. UCL cases have applied a variety of tests for what constitutes an “unfair” business practice. *See Durrell v. Sharp HealthCare*, 183 Cal. App. 4th 1350, 1365 (2010). Here, the Plaintiff satisfies all three.

64. The FTC test requires a Purchaser to show that the injury: (1) is substantial; (2) is not outweighed by any countervailing benefits to Purchasers or competition; and, (3) is not one that Purchasers themselves could reasonably have avoided.

65. Here, Defendant’s conduct has caused and continues to cause substantial injury to Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury in fact due to Defendant’s decision to sell service plans that do not bear the characteristics that

1 were advertised. Accordingly, Plaintiff and class members were injured because they paid  
2 money for a product that was of substantially less value than they reasonably believed, and  
3 were denied the benefit of the bargain.

4 66. Such conduct involves equitable remedies in the form of a return of part of the  
5 purchase price of the product. Thus, Defendant's conduct has caused substantial injury to  
6 Plaintiff and the members of the Class.

7 67. Moreover, Defendant's conduct as alleged herein solely benefits Defendant  
8 while providing no benefit of any kind to any Purchaser. Defendant falsely represented that  
9 consumers could cancel their service plans at any time and receive a refund, when in fact  
10 Defendant had no intention of honoring those cancellation requests. As such, the service plan  
11 Plaintiff purchased and owned did not bear the characteristics that were advertised with respect  
12 to the cancellation policy. Plaintiff forewent purchasing other service plans as a result of  
13 Defendant's misrepresentations. Once Plaintiff had purchased the service plan, Plaintiff was  
14 unable, without experiencing a substantial loss, to switch to another service plan. Therefore,  
15 Defendant denied Plaintiff and other similarly situated consumers the benefit of the bargain that  
16 they reasonably expected to receive at the time of purchase.

17 68. Another test for unfairness under the UCL is the antitrust test, which analyzes  
18 whether the conduct "threatens an incipient violation of an antitrust law, or violates the policy  
19 or spirit of one of those laws because its effects are comparable to or the same as a violation of  
20 the law, or otherwise significantly threatens or harms competition." *Cel-Tech Commc'ns, Inc.*  
21 *v. Los Angeles Cellular Tel. Co.*, 20 Cal. 4th 163, 187 (1999).

22 69. By deceiving Plaintiff and members of the class into purchasing service plans  
23 under false pretenses, Defendant has gained an unfair advantage in the marketplace and has  
24 hindered competition. Class Members, including Plaintiff, are now stuck with service plans that  
25 do not bear the characteristics they were marketed as having. As a result, Defendant has  
26 unfairly usurped the business of competitors, and artificially been able to raise the price of its  
27 products. Defendant's actions tend to harm competition in the service plan market by reducing  
28 competition in the marketplace due to consumer perceptions regarding Defendant's  
cancellation policy, as a result of Defendant's misrepresentations. Defendant's  
misrepresentations do not offer any countervailing benefit to the marketplace.

1           70. Defendant’s misrepresentation as to the service plans’ cancellation policy is a  
2 ruse meant to deceive consumers into believe that they can cancel their service plans at any  
3 time and receive a refund, when in fact Defendant will not honor those cancellation requests.  
4 As such, Defendant duped consumers such as Plaintiff and Class Members into paying a higher  
5 price for a service plan that they could not actually cancel and receive a refund for. Such acts  
6 thereby prevent competition of third-party competitors who sell other service plans with similar  
7 features, but whose products are passed over by consumers in favor of Defendant under false  
8 pretenses.

9           71. A third test for determining unfairness under the UCL is a balancing test as to  
10 whether the business practice is “immoral, unethical, oppressive, unscrupulous or substantially  
11 injurious to consumers.” *South Bay Chevrolet v. General Motors Acceptance Corp.*, 72 Cal.  
12 App. 4th 861, 887 (1999).

13           72. Here all of these factors weigh heavily in favor of this Court finding that  
14 Defendant’s business practices are unfair.

15           73. Defendant took advantage of the market and of consumers by misrepresenting  
16 the characteristics of its products to the general public, as discussed above. Such conduct is  
17 injurious to consumers insofar as it promises a product bearing certain characteristics, when in  
18 fact the product bears characteristics that are inherently and facially of less value. Accordingly,  
19 consumers were deprived of the benefit of the bargain of what they sought to purchase and  
20 reasonably believed they had purchased at the point of sale. There is no moral, ethical, or  
21 economic justification for this conduct, and it is inherently immoral and unscrupulous for  
22 Defendant to have done this to its customers.

23           74. In so doing, Defendant has acted immorally, unethically, oppressively,  
24 unscrupulously, and has caused a substantial injury to consumers as detailed above.

25           75. Plaintiff can use a benefit of the bargain approach, discrete choice analysis, or  
26 other economically-sound methods of damage calculations to ascertain the harm suffered by  
27 Class Members.

28           76. Finally, the injury suffered by Plaintiff and members of the Class is not an injury  
that these Purchasers could have reasonably avoided.

          77. Thus, Defendant’s conduct has violated the “unfair” prong of California  
Business and Professions Code § 17200.

**FRAUDULENT**

1  
2 78. Beginning at a date currently unknown and continuing through the time of this  
3 Complaint, Defendant engaged in acts of unfair competition, including those described herein,  
4 by engaging in a patter of “fraudulent” business practices within the meaning of Bus. & Prof.  
5 Code §§ 17200, *et seq.*, by falsely representing its cancellation policy.

6 79. Plaintiff reserves the right to allege further conduct that constitutes other  
7 fraudulent business acts or practices. Such conduct is ongoing and continues to this date.

**“UNFAIR, DECEPTIVE, UNTRUE, OR MISLEADING”**

8 80. Defendant’s practices are unfair, deceptive, untrue, or misleading in that  
9 consumers are led to believe that they can cancel their service plans at any time and receive a  
10 refund.

11 81. Plaintiff and the public, as reasonable consumers, were deceived and misled by  
12 Defendant’s conduct.

13 82. Defendant’s unlawful, unfair, and fraudulent business practices, and unfair,  
14 deceptive, untrue, and/or misleading advertising presents a continuing threat to the public in  
15 that Defendant continues to falsely represent that consumers may cancel their service plans at  
16 any time and receive a refund, when in fact Defendant will not honor cancellation requests.

17 83. Defendant engaged in these unlawful, unfair, and fraudulent business practices,  
18 which were motivated solely by Defendant’s self-interest with the primary purpose of  
19 collecting unlawful and unauthorized monies from Plaintiff and all others similarly situated,  
20 thereby unjustly enriching Defendant.

21 84. Such acts and omissions by Defendant are unlawful and/or unfair and/or  
22 fraudulent and constitute violations of the Bus. & Prof. Code §§ 17200, *et seq.*, Plaintiff  
23 reserves the right to identify additional violations by Defendant as may be established through  
24 discovery.

25 85. As a direct and proximate result of the aforementioned acts and representations,  
26 Defendant received and continues to receive unearned commercial benefits at the expense of its  
27 competitors and the public.

28 86. As a direct and proximate result of Defendant’s unlawful, unfair, and fraudulent  
conduct described herein, Defendant has been. and will continue to be. unjustly enriched by the  
receipt of ill-gotten gains from customers, including Plaintiff and Class Members, who



1 unwittingly provided money to Defendant as a result of Defendant’s fraudulent  
2 misrepresentations.

3 87. Plaintiff has suffered an “injury in fact” because Defendant received Plaintiff’s  
4 money as a result of Defendant’s false representations.

5 88. In prosecuting this action for the enforcement of important rights affecting the  
6 public interest, Plaintiff seeks the recovery of attorneys’ fees, which are available to prevailing  
7 plaintiffs in class action cases such as this.

8 **COUNT II: VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17500**

9 89. Plaintiff re-alleges and incorporate by reference all of the above paragraphs of  
10 this Complaint as though fully stated herein.

11 90. Plaintiff brings this claim individually and on behalf of all others similarly  
12 situated for Defendant’s violations of California’s False Advertising Law (“FAL”), Cal. Bus. &  
13 Prof. Code §§ 17500, *et seq.*

14 91. Under the FAL, the State of California makes it “unlawful for any person to  
15 make or disseminate or cause to be made or disseminated before the public in this state ... in  
16 any advertising device ... or in any other manner or means whatever, including over the  
17 Internet, any statement, concerning ... personal property or services, professional or otherwise,  
18 or performance or disposition thereof, which is untrue or misleading and which is known, or  
19 which by the exercise of reasonable care should be known, to be untrue or misleading.”

20 92. Defendant engaged in a scheme of misrepresenting its service plans, in that  
21 Defendant represented to consumers that they could cancel their service plans at any time and  
22 receive a refund. Such practice misrepresented the nature of the service plans and Defendant’s  
23 cancellation policy. Defendant’s advertisements were made in California and come within the  
24 definition of advertising as contained in Bus. & Prof. Code §§ 17500, *et seq.* in that the product  
25 branding and advertising was intended to induce customers to purchase the service plans.  
26 Defendant knew or should have known its conduct was unauthorized, inaccurate, and  
27 misleading.

28 93. Defendant violated 17500, *et seq.* by misleading Plaintiff and the Class into  
believing that they could cancel their service plans at any time and receive a refund. However,  
Defendant did not honor, and had no intention of honoring, consumers’ cancellation requests.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**COUNT III: BREACH OF CONTRACT**

94. Plaintiff includes by reference all previous paragraphs as if set forth herein.

95. A contract existed between Plaintiff and Class Members and Defendant as described herein.

96. Plaintiff and Class Members performed all obligations arising from the contract.

97. Defendant, however, failed to perform all obligations arising from the contract.

98. As a result, Plaintiff suffered harm.

99. Therefore, Defendant is liable to Plaintiff and Class Members for their breach of the contract as described herein, thus entitling Plaintiff to recompense.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, prays for judgment against the Defendant as follows:

A. For an order awarding, as appropriate, damages to the Plaintiff and The Classes;

B. For an order certifying this case as a class action and appointing Plaintiff and Plaintiff's counsel to represent The Classes;

C. For an order that the Court certify Plaintiff to serve as the class representative in this matter;

D. For an order that the Defendant's wrongful conduct alleged herein be adjudged and decreed to violate the claims asserted herein;

E. For an order requiring Defendant to immediately cease and desist from selling the service plans in violation of law and enjoining Defendant from continuing to manufacture, deliver, offer to deliver, market, advertise, distribute, and sell the service plans in the unlawful, unfair, and deceptive manner described herein;

F. For an order awarding attorneys' fees and costs;

G. For an order awarding punitive damages;

H. For an order awarding pre-judgment and post-judgment interest; and

I. For such other and further relief as this Court find just, equitable and proper, including, but not limited to, the remedy of disgorgement.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**JURY DEMAND**

Plaintiff and the Class Members are entitled to, and hereby demand, a trial by jury.

**PLAINTIFF HEREBY REQUESTS A TRIAL BY JURY**

Respectfully submitted this 18th of April, 2022.

By: Todd M. Friedman  
Todd M. Friedman, Esq.  
Law Offices of Todd M. Friedman, P.C.  
Attorney for Plaintiff

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**



**PLAN # 44798433**  
**Issued To:ALAN KHEEL**

**VEHICLE IDENTIFICATION NUMBER: 1C4RJFCG4JC458124**

Your vehicle is covered by:

- **8/75 MAXIMUM CARE**  
(Option Code: WMT875N Form Num: NM515)

**8/75 MAXIMUM CARE**  
**EFFECTIVE: 08/18/2018**  
**EXPIRES: 08/17/2026 OR 75,000 MI**  
**SELLING DEALER: 60573 CR CHRYSLER DODGE JEEP RAM**

---

**Key Terms**

\*Covered Vehicle or Vehicle - means the vehicle that has the above referenced vehicle identification number

\*Dealer - means "authorized FCA US LLC franchise dealer", which includes dealers of the Chrysler, Dodge, Jeep, Ram, SRT, FIAT and ALFA ROMEO vehicle lines

\*FCA US Vehicle - means "Chrysler, Dodge, Jeep, Ram, SRT, FIAT or ALFA ROMEO brand vehicles only"

\*Mopar Vehicle Protection (MVP) Plan - Is defined as a Plan offered and issued by FCA Service Contracts LLC.

\*Plan - means this "8/75 MAXIMUM CARE" Service Contract

\*we, us, our - means FCA Service Contracts LLC, formerly known as Chrysler Group Service Contracts LLC the entity obligated to perform the obligations of this contract. FCA Service Contracts LLC's contact information is PO Box 2700, Troy, MI 48007-2700; phone: 1-800-521-9922. FCA Service Contracts LLC is a wholly-owned subsidiary of FCA US LLC, formerly known as Chrysler Group LLC.

\*you, your - means the Plan purchaser

©2021 FCA US LLC. All Rights Reserved. Chrysler, Dodge, Jeep, Ram, Mopar and SRT are registered trademarks of FCA US LLC. ALFA ROMEO and FIAT are registered trademarks of FCA Group Marketing S.p.A., used with permission.

---

**A SERVICE CONTRACT:** This Plan is a service contract between you and us. The Plan protects you against major repair bills should a Vehicle component covered by the Plan fail due to defects in material or workmanship. This Plan is not insurance and is not part of the manufacturer's warranty. We are solely responsible (liable) for fulfillment of the provisions of the Plan.

Obligations of the provider under the Plan are backed by the full faith credit of the provider.

**No Dealer, Dealer employee or our employee has the authority to modify or change any provision of this Plan. The express provisions of this Plan outline the sole benefits which we are obligated to provide; no other coverage is implied hereunder, and no coverage can be implied due to an oral or written misrepresentation, error or omission.**

**IMPORTANT!** The maximum benefit amount should a covered component of the Vehicle fail will be THE TOTAL COST OF THE REPAIRS PER VISIT LESS THE DEDUCTIBLE, OR THE CASH VALUE OF THE VEHICLE, WHICHEVER IS LESS! The cash value of the Vehicle will be determined at the time of the covered repair and will be the average retail value as listed in the current NADA Used Car Pricing Guide. If at any time the repair costs for covered component(s) exceed the Vehicle's cash value, your final Plan benefit will be our payment of the Vehicle's cash value rather than the repair costs. Plan coverage and benefits will terminate automatically and immediately pursuant to this provision and we will have no further obligations of any kind in respect to the terminated Plan.

This issuance of this Plan, unless otherwise prohibited by law, shall not be deemed as a waiver of our right, or considered a restriction of our right to refuse to pay for service and/or to cancel the Plan should it subsequently be discovered that the vehicle for which the Plan was purchased was not eligible for Plan coverage.

NOTE: Place this Plan in your glove compartment or other secure place in the Vehicle. While your Vehicle is covered by this Plan, your Vehicle also may be covered by the manufacturer's warranty. For manufacturer's warranty coverage details, please refer to your warranty information booklet. THIS PLAN DOES NOT COVER ANY REPAIRS OR SERVICES WHICH ARE COVERED BY THE MANUFACTURER'S WARRANTY.

**OBTAINING PLAN SERVICE:** To obtain service under this Plan, you should return and present this contract to the Dealer who sold you the Plan. In the event you cannot return the Vehicle to the selling Dealer for service, you may request service from any Dealer within the United States, Canada, Guam, Puerto Rico or Mexico.

**IMPORTANT! SERVICE OBTAINED FROM A PERSON OTHER THAN AN AUTHORIZED DEALER IS NOT REIMBURSABLE UNDER THIS PLAN UNLESS AUTHORIZED BY US AND YOU RECEIVE AN AUTHORIZATION NUMBER BEFORE THE SERVICE IS PERFORMED. DEALERS CANNOT AUTHORIZE REPAIRS UNDER THIS PLAN. Authorized repairs will be made using remanufactured parts. If remanufactured parts are not available, the Dealer will use new parts.**

**ELIGIBLE VEHICLES:** New vehicles covered by a 5 Year/60,000 Mile or longer Powertrain Warranty, including FIAT and Alfa Romeo vehicles covered by a 4 Year/50,000 Mile Basic Warranty, are eligible within 36 months of the in-service date and 36,000 miles. Excludes ProMaster vehicles.

**NOTE:** Eligibility has been extended to 48 months of the in-service date and 48,000 miles on this option code.

**NOT ELIGIBLE:** The following are not eligible for any Vehicle Protection Plan: Vehicles registered outside of the United States, Guam and Puerto Rico; motor homes; taxis (including vehicles used to transport passengers in return for payment, i.e. Uber, Lyft); vehicles converted from two to four-wheel drive; vehicles altered or converted from the original manufacturer's specifications; severe off-road use; vehicles not used in accordance with manufacturer's specifications for payload and/or towing capacity; vehicles with a gross weight (G.V.W.) of over 14,000 pounds; vehicles equipped with NorthStar engines; vehicles where the manufacturer warranty has been voided or restricted by the manufacturer; vehicles that have been declared to be a total loss by any insurance company, are rebuilt after being declared a total loss, or are issued a title indicating that the vehicle is designated as 'salvage', 'junk', 'rebuilt' or words of similar impact.

The following are not eligible for this Vehicle Protection Plan: Limousines; emergency vehicles (ambulance, fire, police pursuit; police patrol); vehicles used for security patrol; right-hand drive vehicles (except vehicles manufactured by FCA US LLC); vehicles used for postal service (except vehicles manufactured by FCA US LLC); vehicles used for dump truck; vehicles used for tow service (i.e. tow trucks); vehicles equipped with a diesel engine (except vehicles manufactured by FCA US LLC, Ford Motor Company, General Motors and Volkswagen); vehicles that operate on other than gasoline or diesel fuel systems (i.e. natural gas, electric); vehicles equipped with engines greater than 8 cylinders (except vehicles manufactured by FCA US LLC); vehicles used for commercial use\*; ALL cab and chassis vehicles; vehicles ordered with box delete option or where the box has been removed; vehicles with dual rear wheels if used for commercial purposes.

\*Commercial use includes but not limited to: Delivery, service or repair work, landscaping and grounds maintenance, shuttle service, snow removal.

**NOTE:** If for any reason, your vehicle is not eligible for this plan, contact your selling dealer for other plans that your vehicle may be eligible for.

**WHEN PLAN COVERAGE STARTS AND ENDS:** Plan coverage begins on the date you purchased the Plan for: (i) a Vehicle component not covered by the manufacturer's warranty; (ii) Trip Interruption; (iii) Car Rental in respect to covered repairs when a replacement vehicle is not otherwise provided; and (iv) Taxi Reimbursement. Plan coverage begins on the date the manufacturer's warranty ends for: (i) any Vehicle component covered under the manufacturer's warranty; and (ii) Roadside Assistance.

Plan coverage expires on 08/17/2026 or when the Vehicle odometer reads 75,000 mile(s) (whichever occurs first). This Plan provides coverage up to 8 years or 75,000 miles (whichever occurs first) from the Vehicle's original in-service date. The original in-service date begins when the Vehicle is sold, which is the same as the manufacturer's warranty date. **THE 8 YEAR PLAN PERIOD AND 75,000 MILEAGE LIMITATION INCLUDES TIME COVERAGE UNDER AND MILEAGE TRAVELED WITHIN THE MANUFACTURER'S WARRANTY PERIOD.**

**\$200.00 DEDUCTIBLE:** You are responsible to pay only the first \$200.00 of the total cost of the Vehicle's covered component repairs performed during each repair visit. Repairs not covered by the Plan are your responsibility. When state and/or local taxes are imposed upon the cost of repairs, you agree to pay state and/or local taxes in addition to the deductible.

**COVERAGE UNDER THE PLAN: WHAT IS COVERED?** The Plan will pay the total cost (parts and labor) less a deductible per visit, to correct any of the following mechanical failures, caused by a defect in materials or workmanship of a covered component and are not covered by the vehicle's factory warranty. The only exceptions are those listed under "What is not covered by the Plan".

**COMPONENTS COVERED BY THE PLAN INCLUDE (BUT ARE NOT LIMITED TO):**

**GASOLINE ENGINE:** Cylinder Block and all Internal Parts; Cylinder Head Assemblies; Timing Case, Timing Chain, Timing Belt, Gears and Sprockets; Variable Valve Timing Solenoids and Actuators; Harmonic Balancer; Oil Pump, Water Pump and Housing; Intake and Exhaust Manifolds; Flywheel with Starter Ring Gear; Core Plugs; Valve Covers; Oil Pan; Oil Filter Adapter Housing; Turbocharger Housing and Internal Parts; Turbocharger Wastegate Actuator; Supercharger; Fuel Injectors (**excluding clogged injectors**); Serpentine Belt Tensioner; Seals and Gaskets.

**DIESEL ENGINE:** Cylinder Block and all Internal Parts; Cylinder Head Assemblies; Timing Gears and Cover; Harmonic Balancer; Oil Pump; Water Pump and Housing; Intake and Exhaust Manifolds; Core Plugs; Valve Covers; Oil Pan; Turbocharger Housing and Internal Parts; Fuel Injection Pump and Injectors (**excluding clogged injectors**); High Pressure Oil Pump; High Pressure Oil Rails; Seals and Gaskets.

**TRANSMISSION:** Transmission Case and all Internal Parts; Torque Converter; Drive/Flex Plate; Transmission Range Switch; Transmission Control Module; Bell Housing; Oil Pan; Gear Shifter and Shifter Mechanism; Seals and Gaskets.

**NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.**

**FOUR-WHEEL DRIVE (4x4):** Transfer Case and all Internal Parts; Axle Housing and all Internal Parts; Axles Shafts; Axle Shaft Bearings; Drive Shafts Assemblies (Front and Rear); Drive Shaft Center Bearings; Wheel Bearings; Universal Joints and Yokes; Disconnect Housing Assembly; Seals and Gaskets.

**ALL-WHEEL DRIVE (AWD):** Power Transfer Unit and all Internal Parts; Viscous Coupler; Axle Housing and all Internal parts; Constant Velocity Joints and Boots; Rear Driveline Module; Drive Shaft and Axle Shaft Assemblies; Wheel Bearings; Differential Carrier Assembly and all Internal Parts; Output Bearing; Output Flange; End Cover; Overrunning Clutch; Shift Motor; Vacuum Motor; Torque Tube; Pinion Spacer and Shim; Seals and Gaskets.

**FRONT WHEEL DRIVE:** Transaxle Case and all Internal Parts; Axle Shaft Assemblies; Constant Velocity Joints and Boots; Shifter Mechanism; Wheel Bearings; Differential Cover; Oil Pan; Transaxle Speed Sensors; Transaxle Solenoid Assembly; PRNDL Position Switch; Transaxle Electronic Controller; Torque Converter; Seals and Gaskets

**NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.**

**REAR WHEEL DRIVE:** Rear Axle Housing and all Internal Parts; Axle Shafts; Axle Shaft Bearings; Drive Shaft Assemblies; Drive Shaft Center Bearings; Universal Joints and Yokes; Seals and Gaskets.

**STEERING:** Steering Gear Housing and all Internal Parts; Power Steering Gear; Inner Tie Rods; Outer Tie Rods; Drag Link; Idler Arm; Pitman Arm; Steering Stabilizer; Power Steering Pump and Reservoir; Power Steering Motors; Power Steering Pump Cooler; Steering Shafts (upper and lower); Steering Shaft Lower Coupling; Telescoping Steering Column Motors; Rack and Pinion Assembly; Rack and Pinion Boots; Electronic Steering Motor; Seals and Gaskets.

**AIR CONDITIONING/HEATING:** Factory or Manufacturer-authorized air conditioning installations only. Air Conditioning Compressor; Clutch; Coil; Condenser; Front Evaporator; Rear Evaporator; Receiver-Drier; Expansion Valve; Hoses and Lines; Low Pressure Cut-off Switch; High Pressure Cut-off Switch; Clutch Cycling Switch; Front Instrument Panel Control Assembly; Rear Instrument Panel Control Assembly; Power Module; Blend Air Door Actuators and Motors; Housing; Front and Rear Air Conditioning/Heater Blower Motor; Blower Motor Resistor; Heater Core; Seals and Gaskets.

**ENGINE COOLING & FUEL:** Cooling Fan, Clutch and Motor; Radiator; Coolant Temperature Switch; Fuel Pump; Water Pump and Housing; Active Grille Shutter System; Fuel Tank Sending Unit; Fuel Pressure Regulator; Fuel Pressure Sensor; Fuel Tank and Lines; Serpentine Belt Tensioner; Engine Oil Cooler; Transmission Oil Cooler; EGR Cooler; Evaporative Emissions Leak Detection Pump and Monitor; Knock Sensor, Oxygen Sensor, Emissions Maintenance Reminder Module; Intake Air Temperature Sensor, Vapor Canister and Hoses; Seals and Gaskets.



**FRONT SUSPENSION:** Shocks; Shock Mounts; Struts; Strut Mounts; Bushings and Bearings; Upper and Lower Control Arms; Control Arm Bushings; Thrust Arms; Upper and Lower Ball Joints; Coil Springs; Torsion Bars; Air Suspension System; Front Wheel Bearings.

**REAR SUSPENSION:** Rear Leaf Springs; Rear Coil Springs; Auxiliary Springs; Spring Interliner; Spring Bushing; Spring Shackle; U-Bolt Rear Spring; Spring Hanger; Axle Trac Bar; Lateral Link Arm; Shocks; Shock Mount Plate; Struts; Strut Mounting Plates; Strut Bushings; Rear Trailing Arm Assembly; Rear Torsion Arms; Rear Torsion Bars; Rear Stabilizer/Sway Bar; Rear Stabilizer/Sway Bar Link; Rear Stabilizer/Sway Bar Bushing; Rear Wheel Bearings.

**BRAKES:** Master Cylinder, Assist Booster; Wheel Cylinders; Disc Brake Calipers and Pistons; Brake Lines, Hoses, Fittings; Proportioning Valve; Seals and Gaskets.

**NOTE: BRAKE SHOES, PADS, ROTORS, AND DRUMS ARE NOT COVERED AT ANY TIME.**

**ANTI-LOCK BRAKES (ABS):** Brake System's Hydraulic Assembly; Pump Motor Assembly; Controller; Sensors and Relays; Seals and Gaskets.

**ELECTRICAL:** Starter Motor and Solenoid; Generator (Alternator); Engine Control Module - (Single Module Engine Controller) (SMEC); Powertrain Control Module; Distributor; Ignition Module; Ignition Coil; Coil Pack Assembly; Voltage Regulator; Horn and Horn Pad; Transmission Control Module; All Wiring Harnesses; Electronic Fuel Injection System (**excluding clogged injectors**); Windshield Wiper Motor; Rear Window Wiper Motor; Wiper Control Module; Manually Operated Electrical Switches; Neutral Safety Switch; Temperature Sending Unit/Switch; Oil Level and Oil Pressure Sending Unit/Switch; Body Computer; Body Control Module; Factory Installed Radio, Speakers and Rear Entertainment Systems (Includes CD and DVD Player); Factory Installed Navigation Systems (excludes navigation disc); Audio Amplifier; Height Adjustment Compressor; Gateway Module; Ignition Module, Factory Installed U-Connect System.

**NOTE: HEADPHONES ARE NOT COVERED AT ANY TIME.**

**INSTRUMENTATION:** Electronic Instrument Cluster; Amp/Voltmeter Gauge; Fuel Gauge; Temperature Gauge; Tachometer; Oil Pressure Gauge; Turbo Gauge; Speedometer.

**KEY FOB:** Subject to the limitations in this provision, the Plan provides (i) coverage for up to three key fob repairs or replacements, and (ii) a total key fob coverage benefit of \$600, which limit applies notwithstanding the cost per repair or per replacement of the key fob for the Covered Vehicle. Key fob coverage is available even if this component is lost or stolen, and this coverage is not subject to the deductible that applies to repair visits for covered components.

**NOTE: FAILURE OF A KEY FOB BATTERY DOES NOT CONSTITUTE A MECHANICAL FAILURE OF THE KEY FOB.**

**POWER GROUP:** Rear Window Defroster; Power Window Motors; Power Window Flex Track; Power Antenna; Power Seat Motors; Power Door Locks and Linkage; Power Sliding Rear Window Motor and Regulator (Trucks); Power Sliding Door Motors; Power Liftgate; Vacuum Pump.

**LUXURY GROUP:** Keyless Entry Sensors and Receiver/Module; Trip Computer; Message Center; Overhead Electronic Vehicle Information Center; Overhead Electronic Compass/Temperature; Power Sunroof Motor; Convertible Top Motor; Electric Mirror Motor and Controls; Cruise Control Servo; Headlight Door Motor; Concealed Headlamp Module; Park Assist Module; Park Assist Sensors; Back Up Assist Camera; Door Latches; Heated Seat Systems; Factory Installed Remote Start System; Heated Steering Wheel; In-Vehicle Wireless Charging Station; USB Outlets; 120V Outlets.

**ENGINE EMISSIONS:** Air Pump; Air Supply Hose; Leak Detection Pump; Evaporative System Detector/Monitor; Vapor Canister; Air Injection Valve; EGR Valve; EGR Cooler; Aspirator Tube; Fuel Tank Pressure Sensor; EGR Tube; Purge Solenoid; Knock Sensor; Oxygen Sensor; Diesel Exhaust Fluid (DEF) System.

**NOTE: CATALYTIC CONVERTOR AND PARTICULATE FILTER ARE NOT COVERED.**

**SAFETY SYSTEMS:** Airbags (**excluding deployed airbags**); Impact Sensors; Occupancy Sensors; Seatbelt Retractors; Seat Belt Buckles; Modules; Sensors; and Switches.

**NOTE: AIR BAGS THAT HAVE BEEN DEPLOYED ARE NOT COVERED AT ANYTIME.**

**MOPAR ACCESSORIES:** All electrical and mechanical Mopar accessories are covered provided they were installed by an authorized Dealer; Audio Systems (including Compact Disc Players); Sirius Satellite Radio; Speed Control; EVS (Security Systems); Clocks; Remote Trunk Release; Transmission Oil Cooler; Remote Control Outside Mirrors; Power Sliding Rear Window Assembly (Trucks); Rear Seat Video Entertainment Systems (including DVD Players); Remote Start System (excluding transmitters); MoparConnect.

**NOTE: MOPAR PERFORMANCE PARTS ARE NOT COVERED AT ANY TIME**

**MOPAR LIFT KIT COVERAGE:** If you purchased this coverage as shown on the front page, you have coverage for Mopar lift kits and related parts that are professionally installed, including performance parts pertaining to the lift kit (maximum 4 inch combined lift). If the Mopar Lift Kit coverage is not indicated on the front page, there is no coverage.

**OTHER PLAN BENEFITS:** The Plan also provides the following Trip Interruption, First Day Rental, Rental Allowance, Taxi Reimbursement, and Roadside Assistance benefits.

**TRIP INTERRUPTION:** The Plan will pay up to \$1,000 for lodging, meals, and emergency transportation such as taxi, bus, or airline for you and your family if (1) your vehicle is inoperable due to a failure covered under this Plan or under the factory warranty, and (2) you are more than 100 miles from the address of record. Lodging, meals and car rental receipts must accompany a copy of repair bill and must be either faxed to 833-990-0064 or emailed to [MVPWarrantyClaim@fcagroup.com](mailto:MVPWarrantyClaim@fcagroup.com). If this is not an option, you can mail to Vehicle Protection, P.O. Box 2700, Troy, Michigan 48007-2700. **Please be advised that the mail in process is a longer process.**

**FIRST DAY RENTAL:** First Day Rental Allowance provides up to \$35.00 car rental allowance if the Vehicle is to be serviced for any mechanical repair or maintenance service. Please note: Excludes rental for bodywork to the exterior sheet metal/composite panel or collision repairs.

**RENTAL ALLOWANCE:** Rental Allowance will pay up to \$35.00 per day for a rental any time repairs take overnight, and a component covered by the Plan or the manufacturer's Basic or Powertrain Warranty fails.

The Plan will not pay for rental charges for a vehicle that is awaiting service or parts unless the vehicle is inoperable due to a mechanical failure of a covered component, or unless continued operation would cause further damage.

The rental vehicle must be obtained from a Dealer. If a Dealer does not have rental vehicles available, you may obtain one from a licensed rental agency. Rental coverage is subject to state and local laws and policies imposed by the rental agency. Rental charges in excess of the amount allowed by the Plan are your responsibility. The Plan is not responsible for any refusal of a rental agency to rent a vehicle to you.

**Total Rental Allowance per occurrence is a maximum of 5 days or \$175.00.**

**TAXI REIMBURSEMENT:** Coverage starts on the date you purchase the Plan. The Plan provides up to a \$35.00 for taxi cab fare, in lieu of First Day Rental if the vehicle is to be serviced for any same day mechanical or maintenance service.

When a loaner car is not available, or you are not eligible for a rental car, the Plan will pay up to \$35.00 per day for taxi service, in lieu of car rental, any time mechanical repairs take overnight.

Taxi receipts must be from a licensed taxi service provider. Taxi charges in excess of the amount allowed by the Plan are your responsibility.

**Total Rental/Taxi Service Allowance per occurrence is a maximum of 5 days or \$175.00.**

#### **ROADSIDE ASSISTANCE\***

**NOTE: YOU MUST CALL 888-517-4500 FOR THIS SERVICE.**

The Plan provides assistance due to a disablement caused by any mechanical failure and in addition, the Plan provides coverage for such items as towing to the nearest Dealer or authorized repair facility, flat tire change (with your good spare), battery jump, out of gas delivery (maximum 2 gallons), lockout service i.e. keys locked in car or frozen lock, to a maximum of \$100, per occurrence. Any expense beyond \$100 is your responsibility at the time and site of service. Towing assistance will be dispatched only for mechanical disablements which renders the vehicle inoperative. (See exclusions under "THE PLAN WILL NOT COVER.")

This service is provided to you as part of your Plan to minimize any unforeseen vehicle operation inconvenience and is available 24 hours per day, 365 days per year.

**HOW TO USE ROADSIDE ASSISTANCE\*:** All required towing, roadside assistance, lockout, and other roadside assistance services described previously **MUST BE ARRANGED AT TIME OF OCCURRENCE** through Roadside Assistance by calling **888-517-4500**. You should be prepared to provide the representative with your name, your Plan number, vehicle license plate number, your location including the phone number you are calling from and a brief description of the problem.

In some cases, Roadside Assistance may authorize you or your Dealer to arrange for local service and will provide a reference number to do so. Your Plan will in these instances provide reimbursement of up to \$100 maximum per Roadside Assistance incident, provided that the claim contains: (A) A valid original receipt of payment from the tow/repair facility for the services rendered (Claims which contain other than original receipts may be denied.); (B) The Roadside Assistance reference number; and (C) Your valid Plan number. All Roadside Assistance claims that meet requirements should be mailed or faxed to:

Roadside Assistance  
P.O. Box 9145  
Medford, MA 02155  
Attn: Claims Department  
888-517-4500  
FAX: 1-781-658-2691

**ROADSIDE ASSISTANCE WILL NOT COVER SERVICES WHICH ARE SOLICITED WITHOUT FIRST CONTACTING ROADSIDE ASSISTANCE FOR PRIOR AUTHORIZATION.**

\*All Roadside Assistance services are provided through Cross Country Motor Club, Inc., Medford, MA 02155, except in Alaska, California, Hawaii, Oregon, Wisconsin and Wyoming where services are provided through Cross Country Motor Club of California, Inc., Thousand Oaks, CA 91360. Both collectively referred to as "CCMC". Phone number: 888-517-4500. CCMC acts as a dispatcher of referral service to independent contractors that provide the roadside assistance service. Accordingly, CCMC assumes no responsibility for the acts, errors, omissions, negligence, misconduct of such persons and/or entities. All persons availing themselves of the benefits of Roadside Assistance are to look solely to such persons and/or entities for liability arising in connection therewith, and not to CCMC.

**DIAGNOSTIC CHARGES:** You may be asked to authorize disassembly and/or diagnostics at the time your Vehicle repair order is written. Your Plan covers disassembly and/or diagnostic charges IF the cause of failure is a covered component under the terms of the Plan. If the repair is not covered by the Plan, you will be responsible for paying the disassembly and/or diagnostic charges and non-covered repairs.

**YOUR ADDITIONAL RESPONSIBILITIES:** It is your responsibility to properly operate, care for and maintain the Vehicle as prescribed in the owner's manual supplied by the manufacturer. If you fail to properly operate, care for and maintain the Vehicle as prescribed in the owner's manual supplied by the manufacturer, we may deny your claim under the Plan. You should retain all maintenance records and receipts to avoid any misunderstanding as to whether or not the maintenance services were performed as required.

We reserve the right to inspect the Vehicle, investigate circumstances relating to the requested repairs in any manner, or demand proof of maintenance BEFORE repairs may begin or are authorized.

**GOVERNING LAW:** Except where prohibited by law, this contract will be governed by Michigan law.

**THE PLAN WILL NOT COVER, OR APPLY TO LOSS OR EXPENSE RESULTING FROM:**

- Repairs or replacement of any component covered by any of the Vehicle manufacturer warranties, Certified Warranty, part manufacturer warranties or recall policies; roadside assistance, loaner vehicles or other services which are eligible to be covered by the Vehicle's manufacturer warranty or marketing programs;
- Repairs required as a result of other than a manufacturing defect (such as a design defect or normal wear);
- Repair or replacement of any covered component when it has been determined that the condition existed prior to purchasing the Plan;
- Plan benefits where the Vehicle odometer reading has been stopped or altered and/or the Vehicle's actual mileage cannot be readily determined;
- Brake pads, shoes, rotors and drums are not covered at any time (regardless of cause of failure);
- Reimbursement of services/benefits that exceed the total number of services/allowance included in Plan Coverage;
- Battery and cables; any battery for a component; spark plugs and wires; lights (bulb, sealed beams, lenses); suspension alignment; wheel balancing; wiper blades; catalytic converter, particulate filter and any other exhaust system components; heat shields and exhaust hangers; throttle body cleaning; evaporator deodorizing; carbon cleaning;
- High voltage battery is not covered at any time (regardless of cause of failure);
- Repairs due to any alterations or modifications to the Vehicle not approved or recommended by the manufacturer, including but not limited to: (a) failure of any custom or add-on / aftermarket part (unless listed as a specific covered

- part); (b) emissions and/or exhaust systems modifications; engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications; (c) oversized/undersized tires; (d) all frame or suspension modifications; (e) aftermarket lift kits; (f) Mopar lift kits (unless you have purchased this coverage as shown on the first page);
- Lift kits that exceed four (4) inches unless you have purchased Mopar Lift Kit Coverage as shown on the first page; repairs to covered components that are the direct result of the failure of a lift kit that exceeds four (4) inches unless you have purchased Mopar Lift Kit coverage as shown on the first page;
  - Repairs to covered components that are the direct result of the failure of alterations or modifications not recommended by the manufacturer;
  - Plan benefits necessary as a result of (a) failure to properly care for or maintain the Vehicle; (b) fire, accident, abuse, vandalism, negligence, Acts of Terrorism or Act of God including but not limited to the Vehicle rendered inoperable due to snow, ice or flood; (c) failure to properly operate the Vehicle; (d) Vehicles that have been used or are being used for competitive speed events such as races or acceleration trials; (e) pulling a trailer that exceeds the rated capacity of the Vehicle or failure to adhere to the requirements for vehicles used to pull a trailer as outlined in the owner manual supplied by the manufacturer; (f) tampering with the emission system or with any parts that could affect that system; (g) use of dirty fluids, or fuels, refrigerants or other fluids which are not recommended by the manufacturer; (h) failure due to fluid contamination or sludge; (i) modifications not approved or recommended by the manufacturer; (j) overloading rated payload capacity of the Vehicle; (k) damage incurred by off-road usage; (l) rust, salt, corrosion, overheating, water intrusions/leaks, acid rain, chemicals, tree sap, hail, flood, lightning, fire, windstorm, earthquakes or other environmental causes or acts of nature;
  - Fasteners, bolts and attaching hardware that does not attach a covered component to another covered component;
  - Repairs to a covered component where the component has been restricted by the manufacturer; repairs that are the direct result of the failure of a component that has been restricted by the manufacturer;
  - Repairs caused by pre-ignition detonation, ping, improper/contaminated fuel including fuels containing more than 10% ethanol (if the engine was not manufactured for this mixture);
  - Plan service obtained from other than a Dealer unless authorization is first received from us. FCA US Vehicles must return to a FCA US LLC Dealer for Plan covered repairs; (Dealers cannot authorize repairs.)
  - Repairs required as a result of use of other than the Vehicle manufacturer's parts during the term of the Plan, unless authorized by us;
  - Repairs to a covered component caused by the failure of a non-covered component and/or an aftermarket installation not performed by a Dealer, or any outside installation of "salvage or junk" components in conjunction with an insurance or damage claim. All part installations to satisfy such claims must be with new or factory authorized remanufactured components and parts;
  - Bodily injury or property damage arising or allegedly arising out of a defect in the design, manufacture, materials or workmanship of a covered component;
  - Any fines, fees or taxes which are associated with impound towing as a result of actual or alleged violation of any laws or regulations;
  - Plan benefits to Vehicles operated outside of the United States, Canada, Guam, Puerto Rico and Mexico;
  - Plan benefits to Vehicles registered outside of the United States, Guam and Puerto Rico;
  - Exterior - tires; trim; name plates; appliques; body sheet metal; glass; plastic lenses; paint; bright metal; humpers; side-view mirrors (glass/ housing); wheel covers; steel wheels; aluminum wheels; rusted or frozen rims; weather strips; rust; water leaks; restricted drain tubes; wind noises; all outer body panels; spoilers; plastic and fiberglass body parts; vinyl tops; convertible top fabric; repairs or damage caused by environmental factors such as acid rain, tree sap, salt or ocean spray;
  - Interior - trim; carpet; upholstery; dash pad; door and window handles; knobs; buttons; moldings; arm rests and head liner; cargo cover; cosmetic appearance; torn/worn/soiled;
  - Mechanical - manual clutch assembly; clutch disc, pressure plate, clutch release bearing and pilot bearing (manual transmission); damage to flywheel as a result of a clutch failure; repairs to snow plows, winches and trailer hitches regardless of their installation;
  - Cost or expenses for teardown, rental, inspection or diagnosis of failures not covered by the Plan;
  - Shop supplies, waste disposal fees and materials;
  - Repairs to any Vehicle where the title has become branded or the Vehicle has become restricted by the manufacturer after the purchase of the Plan;
  - Maintenance services specified in the owner's manual and the parts used in connection with such services;
  - Repairs to a covered component caused by the failure of a non-covered component and/or an aftermarket installation not performed by an authorized Dealer;
  - Repairs or replacement to components covered by the Hybrid System Limited Warranty (refer to Warranty booklet for details);



- Hybrid components: hybrid charging system; hybrid electric cooling system; hybrid power inverter system;
- Portable Units including but not limited to - headphones; I-Pods; GPS units; DVD players; laptop computers; cellular phones; any hand-held device; Navigation DVD; spare tire compressor and tire sealant;
- Repair or replacement of Performance parts, Performance enhancing parts, repairs to covered components that are the direct result of failure of a performance part (except for parts pertaining to lift kits if you purchased Lift Kit coverage as shown on the first page);
- Any economic loss of any kind, including but not limited to rental car expenses, consequential damages, incidental damages, or other losses that relate in any manner to your use or loss of use of the Covered Vehicle.

**CANCELLATION AND TRANSFER POLICIES:** During the term of the Plan, you have the option to:

- **CANCEL** the remaining Plan coverage and receive a full or pro-rata refund or;
- **AUTHORIZE TRANSFER** of the remaining Plan coverage to the 1<sup>st</sup> subsequent owner.

Note: Refer to the cancellation/transfer policy section below for details.

**CANCELLATION POLICY:** If you are the original purchaser of the Plan, and coverage under the Plan has not expired or been terminated, you may cancel if you have not authorized transfer of Plan coverage to a new owner. *To cancel the Plan you may take your Plan to any Dealer.* The Dealer will contact us to request termination of your contract.

If your Vehicle is repossessed or rendered a total loss and your Plan was financed with your vehicle, your rights under this Plan transfer to the lienholder. The lienholder is then responsible for requesting termination of the Plan through the Dealer where the Plan was purchased. If the Plan was not financed, any refund due will be paid to you by check in your name from Us.

If there is no Dealer in your area, you may email or fax your cancellation request along with your Plan Provisions, proof of payoff and current mileage on the Vehicle to:

Vehicle Protection  
Cancellation Department  
MVPCancellations@fcagroup.com  
Fax # 833-990-0065

Please specify the Option Code(s) you wish to cancel. Option codes can be found on the first page of this document below Option Description.

On cancellation requests received\* within the first 60 days from the original purchase date of the Plan, you will be refunded the full amount you paid for the Plan, provided no claims have been paid against the Plan. In the event claims have been paid, or requests received\* after 60 days, your refund will be based on the full amount you paid for the Plan, less a pro-rata adjustment for time or mileage used, whichever is greater, less a cancellation fee as indicated below.

We reserve the right to cancel the Plan after issuance should it be discovered that: (a) the Vehicle is ineligible or has been modified/alterd to make it ineligible after Plan coverage has been in effect; (b) failure of the customer to maintain the Vehicle as prescribed by the manufacturer; (c) the odometer has been tampered with or has not been repaired by the customer, (d) non-payment of premium or (e) the Vehicle is registered outside of the United States, Guam, and Puerto Rico. Your refund will be based on the full amount you paid for the Plan, less a pro-rata adjustment for the time or mileage used, whichever is greater, less claims paid.

**\*Requests Received - The cancellation refund will be based on the date we receive written notification of the cancellation request.**

**A cancellation refund check will be made payable and issued to you if no lien exists. Whenever a lien exists, the cancellation refund check will be made payable and issued to the lienholder.**

<b>CANCELLATION FEES</b>	
(Applies to the state where the Plan was purchased)	
<u>STATE</u>	<u>AMOUNT</u>
Alabama	\$25 Administration Fee.
California	\$25 or 10% of the Contract Cost, whichever is less.
Hawaii	\$50 Administration Fee.
Illinois	\$50 or 10% of the Contract Cost, whichever is less.
New Hampshire	None.
New York	\$50 Administration Fee.
North Carolina	\$50 or 10% of the pro-rata refund amount, whichever is less.
Georgia	10% of the unearned pro-rata premium - no Administration Fee.
Oklahoma	10% of the unearned pro-rata premium not to exceed \$75. If we cancel, 100% of the unearned pro-rata premium will be refunded.
All others	\$75 Administration Fee.

**TRANSFER POLICY:** The original purchaser may authorize transfer of coverage, provided the Plan has not been canceled. Remaining Plan coverage may be transferred to the first subsequent purchaser of the vehicle **AT TIME OF VEHICLE SALE ONLY**. Thereafter, the Plan is non-transferable and non-cancelable.

To transfer this service contract, complete the transfer form. Be sure to include your signature. This means you are authorizing transfer of Plan coverage to the new owner. Transfer requests will not be processed: (a) without the signature of the owner for whom these Plan Provisions were originally issued; or (b) if received after 60 days from the date of vehicle ownership change.

You may take your Plan with the completed transfer form and transfer fee, if applicable, to a Dealer to process the Plan transfer or mail to the following. Please be advised that the mail in process is a longer process.

Vehicle Protection  
Transfer Department  
P.O. Box 2700  
Troy, MI 48007-2700

The transfer fee is as follows:

<b>TRANSFER FEES</b>	
(Applies to the state where the Plan was purchased)	
<u>STATE</u>	<u>AMOUNT</u>
New Hampshire	None
All others	\$50

- Any Plan financed on the Vehicle Protection Payment Plan is NOT transferable until the Plan is paid in full.
- Upon acceptance by us, you will be mailed a new set of plan provisions in your name confirming your transfer request.
- Warranty transfer fee may apply. Please refer to your owner's manual or ask your dealer for details.

**NEED HELP OR ASSISTANCE WITH YOUR PLAN?  
IS YOUR ADDRESS UP-TO-DATE?**

**PLEASE ACCESS OUR SELF-SERVICE WEBSITE FOR PLAN COVERAGE AND FREQUENTLY ASKED QUESTIONS AT:**

**[www.moparvehicleprotection.com](http://www.moparvehicleprotection.com)**

**You can also email or fax your question to:  
Mopar Vehicle Protection  
MVPMiscellaneous@fcagroup.com  
833-990-0067**

Note: All requests must contain your Name, Plan Number, and Vehicle Identification Number.

Toll-Free Telephone Assistance is Available  
8:00 a.m. to 8:00 p.m. Eastern Time Monday through Friday  
9:00 a.m. to 5:00 p.m. Eastern Time Saturday  
1-800-521-9922 (in USA)  
1-800-465-2001 (in Canada)

For 24-Hour Roadside Assistance Coverage  
\*Services dependent upon coverage purchased.  
**1-888-517-4500**

<b>TRANSFER FORM: SEE TRANSFER POLICY FOR DETAILS</b>					
PLAN NO. 44798433	VEHICLE IDENTIFICATION NO. 1C4RJFCG4JC458124		OPTION CODE(S)		
FORM MUST BE FILLED OUT COMPLETELY	CURRENT ODOMETER READING (OMIT TENTHS)		CHECK MILES OR KILOMETERS <input type="checkbox"/> MILES <input type="checkbox"/> KILOMETERS		
<b>TRANSFER</b>	TRANSFER THE REMAINING COVERAGE FOR THE LISTED VEHICLE TO THE PERSON NAMED BELOW. ENCLOSED IS A CHECK OR MONEY ORDER FOR THE TRANSFER FEE AMOUNT.				
TRANSFER FEE AMOUNT*	CHECK OR MONEY ORDER ENCLOSED (PAYABLE TO FCA US LLC)	<input type="checkbox"/> VISA	<input type="checkbox"/> MASTER CARD	CREDIT CARD NO.	EXPIRATION DATE
NAME (PLEASE PRINT)			AREA CODE & TELEPHONE NO.		
ADDRESS			VEHICLE PURCHASER'S SIGNATURE	DATE OF VEHICLE PURCHASE	
CITY, STATE & ZIP			VEHICLE SELLER'S SIGNATURE		

**Notes:**

Certain Options are not eligible for Transfer. Please refer to the "Transfer Policy" paragraph for "each Plan Option" to verify transfer eligibility.

Transfer fee applies for each option being transferred.

Please print the "Option Code(s) that you want transferred to a new owner in the "Option Code" space provided above. Option Code(s) can be found on the first page of your Plan below Option Description.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT B**

December 11, 2021

VIA USPS Priority Mail Express

Mopar Vehicle Protection  
Cancellation Department  
P.O. Box 2700  
Troy, MI 48007-2700

Re: Cancellation of Plan #44798433; 8/75 Maximum Care;  
Option Code: WMT875N ("Plan") **THIRD NOTICE**

Dear Mopar Vehicle Protection Cancellation Department,

I have contacted you three (3) times to cancel this Plan. Each time I have been ignored. This is the fourth and final attempt.

According to page 8 of my Plan, copy enclosed, under the heading "CANCELLATION POLICY," the Plan may be cancelled by emailing or faxing the cancellation request to: Vehicle Protection, Cancellation Department, [MVPCancellations@fcagroup.com](mailto:MVPCancellations@fcagroup.com), Fax # 833-990-0065.

The new vehicle warranty on the 2018 Jeep I owned at the time, expired on August 18, 2021, and as explained by the agent who sold me the Plan just prior to the expiration, the Plan would take effect when the new vehicle warranty expired. However, two days later on August 20, 2021, I sold my Jeep to a dealer located 300 miles from where I live and did not transfer the Plan, knowing I could get a refund as promised by the agent. Obviously, I had no need for the Plan at that point.

On October 4, 2021, I emailed my cancellation request to the email address above as directed by the Plan. Having received no response, I sent a follow-up email on October 18, 2021. This time I copied myself to make sure it went through (it did). Copies of both emails are attached. No undeliverable notice was received for either.

Again, having heard nothing for two weeks, I sent the documents via fax on October 21, 2021, to the fax number above, as directed by the Plan. The fax went through as shown in the enclosed fax receipt. A copy of the full fax is attached. Again, no reply.

At 11:07am PT on November 11, 2021, I called Mopar Vehicle Protection at 800-521-9922, the number listed in the Plan under "Toll-Free Telephone Assistance." I spent 7 minutes on the phone with the customer service agent who provided zero assistance. I'm sure you have a log, but if not, I'd be happy to provide my cell phone records that show the call. Please don't blame the agent, I'm sure she was just following her training, which apparently is strong on the sell side, but non-existent on the after-sale honoring the contract side. The agent told me you don't accept faxes, notwithstanding that my contract on which the ink was barely dry states otherwise, and the fact that I had a receipt that showed my fax had gone through. The agent told me I could email the cancellation

Mopar Vehicle Protection  
Cancellation Department  
December 10, 2021  
Page 2

and I told her that didn't work, twice. She told me it takes a while to process the refund and to be patient. I told her all I wanted to get at that point was an acknowledgement that my prior communication was received, or not, and I asked to be transferred to the Cancellations Department to get that information. She said there is no way to do that, they don't have a phone! I asked her if she could check and see through her system if my request had been received and she said no. I asked to speak with her supervisor. After putting me on hold for a while, she came back and said I couldn't speak with the supervisor, but one would call me back within 24 hours. It's been three weeks and no calls. I tried to be patient as the agent advised. My patience is now exhausted.

I did everything required by my Plan, also known as a contract. Mopar has ignored the contract. Demand is hereby made that a refund for the full purchase price of \$2,115.00 be sent to me within five (5) days of the date of this letter. If it is not, it will confirm what I have come to suspect, and that is that Mopar has no intention of honoring the contract, never had an intention to honor it, and is purposely acting in bad faith to stone-wall my valid cancellation and provide me a refund as promised. I will then proceed without further notice with all legal remedies available to me, including without limitation, a lawsuit for breach of contract, fraud and conversion, for recovery of general and punitive damages. I have also contacted a class action attorney who seems interested in the case. Nothing herein should be construed as a waiver of any right or remedy, all such rights and remedies being expressly reserved. Please govern your actions accordingly.

Very truly yours,

  
Alan Kheel

22STCV12935

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Todd M. Friedman, Esq. SBN 216752 Law Offices of Todd M. Friedman 21031 Ventura Blvd., Suite 340 Woodland Hills, CA 91364 TELEPHONE NO.: 323-306-4234 FAX NO.: 866-633-0228 ATTORNEY FOR (Name): Plaintiff, Alan Kheel	<b>FOR COURT USE ONLY</b>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N Hill St MAILING ADDRESS: 111 N Hill St CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse	
CASE NAME: Alan Kheel v. FCA US LLC	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
	CASE NUMBER: <b>22STCV12935</b> JUDGE: DEPT:

*Items 1-6 below must be completed (see instructions on page 2).*

1. Check **one** box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	--

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |   |  |
|---|--|
| a. <input checked="" type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence   | f. <input checked="" type="checkbox"/> Substantial postjudgment judicial supervision   |
3. Remedies sought (check all that apply): a.  monetary    b.  nonmonetary; declaratory or injunctive relief    c.  punitive
4. Number of causes of action (specify): 3
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 18, 2022  
 Todd M. Friedman

*Todd M. Friedman*

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES**

<b>Auto Tort</b>	<b>Contract</b>	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</b>
Auto (22)–Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) ( <i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i> )	Breach of Rental/Lease Contract ( <i>not unlawful detainer or wrongful eviction</i> )	Construction Defect (10)
	Contract/Warranty Breach–Seller Plaintiff ( <i>not fraud or negligence</i> )	Claims Involving Mass Tort (40)
	Negligent Breach of Contract/Warranty	Securities Litigation (28)
<b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos (04)	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims ( <i>arising from provisionally complex case type listed above</i> ) (41)
Asbestos Property Damage	Collection Case–Seller Plaintiff	<b>Enforcement of Judgment</b>
Asbestos Personal Injury/Wrongful Death	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Product Liability ( <i>not asbestos or toxic/environmental</i> ) (24)	Insurance Coverage ( <i>not provisionally complex</i> ) (18)	Abstract of Judgment (Out of County)
Medical Malpractice (45)	Auto Subrogation	Confession of Judgment ( <i>non-domestic relations</i> )
Medical Malpractice–Physicians & Surgeons	Other Coverage	Sister State Judgment
Other Professional Health Care Malpractice	Other Contract (37)	Administrative Agency Award ( <i>not unpaid taxes</i> )
Other PI/PD/WD (23)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Premises Liability (e.g., slip and fall)	Other Contract Dispute	Other Enforcement of Judgment Case
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	<b>Real Property</b>	<b>Miscellaneous Civil Complaint</b>
Intentional Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	RICO (27)
Negligent Infliction of Emotional Distress	Wrongful Eviction (33)	Other Complaint ( <i>not specified above</i> ) (42)
Other PI/PD/WD	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
<b>Non-PI/PD/WD (Other) Tort</b>	Writ of Possession of Real Property	Injunctive Relief Only ( <i>non-harassment</i> )
Business Tort/Unfair Business Practice (07)	Mortgage Foreclosure	Mechanics Lien
Civil Rights (e.g., discrimination, false arrest) ( <i>not civil harassment</i> ) (08)	Quiet Title	Other Commercial Complaint Case ( <i>non-tort/non-complex</i> )
Defamation (e.g., slander, libel) (13)	Other Real Property ( <i>not eminent domain, landlord/tenant, or foreclosure</i> )	Other Civil Complaint ( <i>non-tort/non-complex</i> )
Fraud (16)	<b>Unlawful Detainer</b>	<b>Miscellaneous Civil Petition</b>
Intellectual Property (19)	Commercial (31)	Partnership and Corporate Governance (21)
Professional Negligence (25)	Residential (32)	Other Petition ( <i>not specified above</i> ) (43)
Legal Malpractice	Drugs (38) ( <i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i> )	Civil Harassment
Other Professional Malpractice ( <i>not medical or legal</i> )	<b>Judicial Review</b>	Workplace Violence
Other Non-PI/PD/WD Tort (35)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
<b>Employment</b>	Petition Re: Arbitration Award (11)	Election Contest
Wrongful Termination (36)	Writ of Mandate (02)	Petition for Name Change
Other Employment (15)	Writ–Administrative Mandamus	Petition for Relief From Late Claim
	Writ–Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ–Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal–Labor	
	Commissioner Appeals	

SHORT TITLE: Alan Kheel v. FCA US LLC	CASE NUMBER <b>22ST CV 12935</b>
---------------------------------------	-------------------------------------

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

**Applicable Reasons for Choosing Court Filing Location (Column C)**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.</li> <li>2. Permissive filing in central district.</li> <li>3. Location where cause of action arose.</li> <li>4. Mandatory personal injury filing in North District.</li> <li>5. Location where performance required or defendant resides.</li> <li>6. Location of property or permanently garaged vehicle.</li> </ul> | <ul style="list-style-type: none"> <li>7. Location where petitioner resides.</li> <li>8. Location wherein defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office.</li> <li>11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).</li> </ul> |
|--|---|

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
<b>Auto Tort</b>	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
<b>Other Personal Injury/Property Damage/Wrongful Death Tort</b>	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: Alan Kheel v. FCA US LLC	CASE NUMBER <b>22ST CV 12935</b>
---------------------------------------	-------------------------------------

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
<b>Non-Personal Injury/ Property Damage/ Wrongful Death Tort</b>	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input checked="" type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3	
<b>Employment</b>	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10
<b>Contract</b>	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	5, 11
	<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11	
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1, 2, 3, 5	
	<input type="checkbox"/> A6031 Tortious Interference	1, 2, 3, 5	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9	
<b>Real Property</b>	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels_____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 6
<input type="checkbox"/> A6032 Quiet Title		2, 6	
<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2, 6	
<b>Unlawful Detainer</b>	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11



SHORT TITLE: Alan Kheel v. FCA US LLC	CASE NUMBER <b>22ST CV 12935</b>
---------------------------------------	-------------------------------------

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2, 8
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
		<input type="checkbox"/> A6190 Election Contest	2
		<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> A6100 Other Civil Petition	2, 9		

SHORT TITLE: Alan Kheel v. FCA US LLC	CASE NUMBER <b>22STCV12935</b>
---------------------------------------	-----------------------------------

**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

<b>REASON:</b> <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.	<b>ADDRESS:</b> 4627 Hurford Terrace	
<b>CITY:</b> Encino	<b>STATE:</b> CA	<b>ZIP CODE:</b> 91436

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: April 18, 2022

Todd M. Friedman  
(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

<p><b>SUPERIOR COURT OF CALIFORNIA</b>  <b>COUNTY OF LOS ANGELES</b></p>	<p style="font-size: small;">Reserved for Clerk's File Stamp</p> <p style="font-size: large; font-weight: bold;">FILED</p> <p>Superior Court of California                  County of Los Angeles</p> <p style="font-size: large; font-weight: bold;">04/18/2022</p> <p style="font-size: small;">Sherri R. Carter, Executive Officer / Clerk of Court</p> <p>By: <u>E. Chavez</u> Deputy</p>
<p style="font-size: x-small;">COURTHOUSE ADDRESS:</p> <p>Spring Street Courthouse                  312 North Spring Street, Los Angeles, CA 90012</p>	
<p><b>NOTICE OF CASE ASSIGNMENT</b></p> <p><b>UNLIMITED CIVIL CASE</b></p>	
<p>Your case is assigned for all purposes to the judicial officer indicated below.</p>	<p style="font-size: x-small;">CASE NUMBER:</p> <p><b>22STCV12935</b></p>

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Kenneth R. Freeman	14					

Given to the Plaintiff/Cross-Complainant/Attorney of Record Sherri R. Carter, Executive Officer / Clerk of Court  
 on 04/19/2022 (Date) By E. Chavez, Deputy Clerk

### **INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

#### **APPLICATION**

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

#### **PRIORITY OVER OTHER RULES**

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

#### **CHALLENGE TO ASSIGNED JUDGE**

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

#### **TIME STANDARDS**

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

#### **COMPLAINTS**

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

#### **CROSS-COMPLAINTS**

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

#### **STATUS CONFERENCE**

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

#### **FINAL STATUS CONFERENCE**

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

#### **SANCTIONS**

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

**This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.**

#### **Class Actions**

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

#### **\*Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

2019-GEN-014-00

**FILED**  
Superior Court of California  
County of Los Angeles

**MAY 03 2019**

Sherri R. Carter, Executive Officer/Clerk

By *Rizalinda Mina*, Deputy  
Rizalinda Mina

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

IN RE LOS ANGELES SUPERIOR COURT ) FIRST AMENDED GENERAL ORDER  
- MANDATORY ELECTRONIC FILING )  
FOR CIVIL )

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

- a) **“Bookmark”** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
- b) **“Efiling Portal”** The official court website includes a webpage, referred to as the eFiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
- c) **“Electronic Envelope”** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
- d) **“Electronic Filing”** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

- 1 e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a  
2 person or entity that receives an electronic filing from a party for retransmission to the Court.  
3 In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an  
4 agent of the Court. (California Rules of Court, rule 2.250(b)(8).)
- 5 f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of  
6 Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision  
7 (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule  
8 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or  
9 process attached to or logically associated with an electronic record and executed or adopted  
10 by a person with the intent to sign the electronic record.
- 11 g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place  
12 in a hypertext or hypermedia document to another in the same or different document.
- 13 h) **“Portable Document Format”** A digital document format that preserves all fonts,  
14 formatting, colors and graphics of the original source document, regardless of the application  
15 platform used.

16 2) MANDATORY ELECTRONIC FILING

17 a) Trial Court Records

18 Pursuant to Government Code section 68150, trial court records may be created, maintained,  
19 and preserved in electronic format. Any document that the Court receives electronically must  
20 be clerically processed and must satisfy all legal filing requirements in order to be filed as an  
21 official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

22 b) Represented Litigants

23 Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to  
24 electronically file documents with the Court through an approved EFSP.

25 c) Public Notice

26 The Court has issued a Public Notice with effective dates the Court required parties to  
27 electronically file documents through one or more approved EFSPs. Public Notices containing  
28 effective dates and the list of EFSPs are available on the Court’s website, at [www.lacourt.org](http://www.lacourt.org).

1 d) Documents in Related Cases

2 Documents in related cases must be electronically filed in the eFiling portal for that case type if  
3 electronic filing has been implemented in that case type, regardless of whether the case has  
4 been related to a Civil case.

5 3) EXEMPT LITIGANTS

6 a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt  
7 from mandatory electronic filing requirements.

8 b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of  
9 Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused  
10 from filing documents electronically and be permitted to file documents by conventional  
11 means if the party shows undue hardship or significant prejudice.

12 4) EXEMPT FILINGS

13 a) The following documents shall not be filed electronically:

14 i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of  
15 Civil Procedure sections 170.6 or 170.3;

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

18 iv) Any ex parte application that is filed concurrently with a new complaint including those  
19 that will be handled by a Writs and Receivers department in the Mosk courthouse; and

20 v) Documents submitted conditionally under seal. The actual motion or application shall be  
21 electronically filed. A courtesy copy of the electronically filed motion or application to  
22 submit documents conditionally under seal must be provided with the documents  
23 submitted conditionally under seal.

24 b) Lodgments

25 Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in  
26 paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

27 //

28 //



1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

2 Electronic filing service providers must obtain and manage registration information for persons  
3 and entities electronically filing with the court.

4 6) TECHNICAL REQUIREMENTS

5 a) Electronic documents must be electronically filed in PDF, text searchable format **when**  
6 technologically feasible without impairment of the document's image.

7 b) The table of contents for any filing must be bookmarked.

8 c) Electronic documents, including but not limited to, declarations, proofs of service, and  
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule  
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked  
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the  
12 bookedmarked item and briefly describe the item.

13 d) Attachments to primary documents must be bookmarked. Examples include, but are not  
14 limited to, the following:

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly  
23 encouraged.

24 f) Accompanying Documents

25 Each document accompanying a single pleading must be electronically filed as a **separate**  
26 digital PDF document.

27 g) Multiple Documents

28 Multiple documents relating to one case can be uploaded in one envelope transaction.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

h) Writs and Abstracts

Writs and Abstracts must be submitted as a separate electronic envelope.

i) Sealed Documents

If and when a judicial officer orders documents to be filed under seal, those documents must be filed electronically (unless exempted under paragraph 4); the burden of accurately designating the documents as sealed at the time of electronic submission is the submitting party's responsibility.

j) Redaction

Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to redact confidential information (such as using initials for names of minors, using the last four digits of a social security number, and using the year for date of birth) so that the information shall not be publicly displayed.

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

i) Any document received electronically by the court between 12:00 am and 11:59:59 pm shall be deemed to have been effectively filed on that court day if accepted for filing. Any document received electronically on a non-court day, is deemed to have been effectively filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code Civ. Proc. § 1010.6(b)(3).)

ii) Notwithstanding any other provision of this order, if a digital document is not filed in due course because of: (1) an interruption in service; (2) a transmission error that is not the fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may order, either on its own motion or by noticed motion submitted with a declaration for Court consideration, that the document be deemed filed and/or that the document's filing date conform to the attempted transmission date.

8) EX PARTE APPLICATIONS

a) Ex parte applications and all documents in support thereof must be electronically filed no later than 10:00 a.m. the court day before the ex parte hearing.

1 b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the  
2 day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte  
3 application must be provided to the court the day of the ex parte hearing.

4 9) PRINTED COURTESY COPIES

5 a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must  
6 be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If  
7 the efiled is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom  
8 by 10:00 a.m. the next business day.

9 b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of  
10 electronic submission) is required for the following documents:

- 11 i) Any printed document required pursuant to a Standing or General Order;
- 12 ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26  
13 pages or more;
- 14 iii) Pleadings and motions that include points and authorities;
- 15 iv) Demurrers;
- 16 v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
- 17 vi) Motions for Summary Judgment/Adjudication; and
- 18 vii) Motions to Compel Further Discovery.

19 c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of  
20 additional documents. Courtroom specific courtesy copy guidelines can be found at  
21 [www.lacourt.org](http://www.lacourt.org) on the Civil webpage under "Courtroom Information."

22 10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

23 a) Fees and costs associated with electronic filing must be waived for any litigant who has  
24 received a fee waiver. (California Rules of Court, rules 2.253(b)(1), 2.258(b), Code Civ. Proc. §  
25 1010.6(d)(2).)

26 b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure  
27 section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be  
28 electronically filed in any authorized action or proceeding.

1 11) SIGNATURES ON ELECTRONIC FILING

2 For purposes of this General Order, all electronic filings must be in compliance with California  
3 Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil  
4 Division of the Los Angeles County Superior Court.

5  
6 This First Amended General Order supersedes any previous order related to electronic filing,  
7 and is effective immediately, and is to remain in effect until otherwise ordered by the Civil  
8 Supervising Judge and/or Presiding Judge.

9  
10 DATED: May 3, 2019



11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
*Kevin C. Brazile*  
\_\_\_\_\_  
KEVIN C. BRAZILE  
Presiding Judge

**VOLUNTARY EFFICIENT LITIGATION STIPULATIONS**

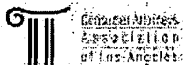


Superior Court of California  
County of Los Angeles

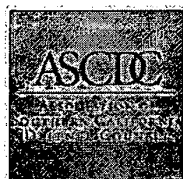


Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association  
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>		CASE NUMBER:

**This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.**

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
  - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
  - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
  - c. Exchange of names and contact information of witnesses;
  - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
  - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
  - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
  - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
--------------	--------------

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.lacourt.org](http://www.lacourt.org) under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_ (INSERT DATE) for the complaint, and \_\_\_\_\_ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at [www.lacourt.org](http://www.lacourt.org) under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
  3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
  4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)



NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>STIPULATION – DISCOVERY RESOLUTION</b>		CASE NUMBER:

**This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.**

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
  - a. The party requesting the Informal Discovery Conference will:
    - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
    - ii. Include a brief summary of the dispute and specify the relief requested; and
    - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
  - b. Any Answer to a Request for Informal Discovery Conference must:
    - i. Also be filed on the approved form (copy attached);
    - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
--------------	--------------

- iii. Be filed within two (2) court days of receipt of the Request; and
  - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
--------------	--------------

**The following parties stipulate:**

Date: _____	➤	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date: _____	➤	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____	➤	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____	➤	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date: _____	➤	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date: _____	➤	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date: _____	➤	_____
(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

**Print**

**Save**

**Clear**

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:    TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	STATE BAR NUMBER: _____	Reserved for Clerk's File Stamp
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>INFORMAL DISCOVERY CONFERENCE</b> (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER: _____

1. This document relates to:
  - Request for Informal Discovery Conference
  - Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: \_\_\_\_\_ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, **briefly** describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, **briefly** describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>		CASE NUMBER:

**This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.**

**The parties agree that:**

1. At least \_\_\_\_ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
  - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
  - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
--------------	--------------

**The following parties stipulate:**

Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	(ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	(ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	(ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	(ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	(ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	(ATTORNEY FOR _____)

**THE COURT SO ORDERS.**

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDICIAL OFFICER

<input type="button" value="Print"/>	<input type="button" value="Save"/>	<input type="button" value="Clear"/>
--------------------------------------	-------------------------------------	--------------------------------------

**FILED**  
LOS ANGELES SUPERIOR COURT

MAY 11 2011

JOHN A. CLARKE, CLERK  
*N. Navarro*  
BY NANCY NAVARRO, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

General Order Re	)	ORDER PURSUANT TO CCP 1054(a),
Use of Voluntary Efficient Litigation	)	EXTENDING TIME TO RESPOND BY
Stipulations	)	30 DAYS WHEN PARTIES AGREE
	)	TO EARLY ORGANIZATIONAL
	)	MEETING STIPULATION

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"



1           Whereas the Early Organizational Meeting Stipulation is intended to encourage  
2 cooperation among the parties at an early stage in litigation in order to achieve  
3 litigation efficiencies;

4           Whereas it is intended that use of the Early Organizational Meeting Stipulation  
5 will promote economic case resolution and judicial efficiency;

6           Whereas, in order to promote a meaningful discussion of pleading issues at the  
7 Early Organizational Meeting and potentially to reduce the need for motions to  
8 challenge the pleadings, it is necessary to allow additional time to conduct the Early  
9 Organizational Meeting before the time to respond to a complaint or cross complaint  
10 has expired;

11           Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in  
12 which an action is pending to extend for not more than 30 days the time to respond to  
13 a pleading "upon good cause shown";

14           Now, therefore, this Court hereby finds that there is good cause to extend for 30  
15 days the time to respond to a complaint or to a cross complaint in any action in which  
16 the parties have entered into the Early Organizational Meeting Stipulation. This finding  
17 of good cause is based on the anticipated judicial efficiency and benefits of economic  
18 case resolution that the Early Organizational Meeting Stipulation is intended to  
19 promote.

20           IT IS HEREBY ORDERED that, in any case in which the parties have entered  
21 into an Early Organizational Meeting Stipulation, the time for a defending party to  
22 respond to a complaint or cross complaint shall be extended by the 30 days permitted  
23

1 by Code of Civil Procedure section 1054(a) without further need of a specific court  
2 order.

3  
4 DATED:

May 11, 2011

Carolyn B. Kuhl

Carolyn B. Kuhl, Supervising Judge of the  
Civil Departments, Los Angeles Superior Court

5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



## Superior Court of California, County of Los Angeles

### **ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

**THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.**

**CROSS-COMPLAINANTS** must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

#### **What is ADR?**

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

#### **Advantages of ADR**

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

#### **Disadvantages of ADR**

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

#### **Main Types of ADR**

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

#### **Mediation may be appropriate when the parties**

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

#### **Mediation may not be appropriate when the parties**

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

## How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Case Manager Elizabeth Sanchez, [elizabeth@adrservices.com](mailto:elizabeth@adrservices.com) (949) 863-9800
- **JAMS, Inc.** Assistant Manager Reggie Joseph, [RJoseph@jamsadr.com](mailto:RJoseph@jamsadr.com) (310) 309-6209
- **Mediation Center of Los Angeles** Program Manager [info@mediationLA.org](mailto:info@mediationLA.org) (833) 476-9145

**These organizations cannot accept every case and they may decline cases at their discretion.** They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at [www.lacourt.org/ADR.Res.List](http://www.lacourt.org/ADR.Res.List)

**NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate or small claims cases.**

b. **Los Angeles County Dispute Resolution Programs**

<https://hrc.lacounty.gov/wp-content/uploads/2020/05/DRP-Fact-Sheet-23October19-Current-as-of-October-2019-1.pdf>

Day of trial mediation programs have been paused until further notice.

**Online Dispute Resolution (ODR).** Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case.

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <http://www.lacourt.org/division/civil/C10047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/C10109.aspx>  
For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

Electronically FILED by Superior Court of California, County of Los Angeles on 04/18/2022 12:20 PM Sherri R. Carter, Executive Officer/Clerk of Court, by E. Chavez, Deputy Clerk  
22STCV12935

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Kenneth Freeman

1 **Todd M. Friedman (216752)**  
2 **Law Offices of Todd M. Friedman, P.C.**  
3 **21031 Ventura Blvd, Suite 340**  
4 **Woodland Hills, CA 91364**  
5 **Phone: 323-306-4234**  
6 **Fax: 866-633-0228**  
7 **tfriedman@toddfllaw.com**  
8 **Attorneys for Plaintiff**

9  
10  
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF LOS ANGELES**  
13 **UNLIMITED JURISDICTION**

14 Case No. **22STCV12935**

15 ) **CLASS ACTION COMPLAINT**  
16 )  
17 ) **ALAN KHEEL, individually and on behalf** )  
18 ) **of all others similarly situated,** )

19 ) **(Amount to exceed \$25,000)**  
20 )  
21 ) **Plaintiff,** )

22 ) **vs.** )  
23 ) **FCA US LLC,** )  
24 ) **Defendant.** )  
25 )  
26 )  
27 )  
28 )  
29 )  
30 )  
31 )  
32 )  
33 )  
34 )  
35 )  
36 )  
37 )  
38 )  
39 )  
40 )  
41 )  
42 )  
43 )  
44 )  
45 )  
46 )  
47 )  
48 )  
49 )  
50 )  
51 )  
52 )  
53 )  
54 )  
55 )  
56 )  
57 )  
58 )  
59 )  
60 )  
61 )  
62 )  
63 )  
64 )  
65 )  
66 )  
67 )  
68 )  
69 )  
70 )  
71 )  
72 )  
73 )  
74 )  
75 )  
76 )  
77 )  
78 )  
79 )  
80 )  
81 )  
82 )  
83 )  
84 )  
85 )  
86 )  
87 )  
88 )  
89 )  
90 )  
91 )  
92 )  
93 )  
94 )  
95 )  
96 )  
97 )  
98 )  
99 )  
100 )

- 1. Violation of the Business and Professions Code Sections 17200 *et seq.* (California Unfair Competition Law);
- 2. Violation of the Business and Professions Code Section 17500;
- 3. Breach of Contract

101 **I. INTRODUCTION**

102 1. This is a putative California class action case brought on behalf of all purchasers  
103 of vehicle service contracts (“service plans”), marketed, and/or sold by FCA US LLC  
104 (“Defendant”) in California.

105 2. Through unlawful, deceptive and unfair course of conduct, Defendant,  
106 marketed, and/or sold service plans throughout the United States (and in California) with the  
107 false representation that Plaintiff and others similarly situated could cancel the service plan at  
108 any time by following the procedures described in the service plan contract.







1           21.    On or around July 29, 2021, Plaintiff entered into a contract for a service plan  
2 with Defendant.

3           22.    The service plan was set to going to effect on or around August 18, 2021.

4           23.    The service plan was for Plaintiff's 2018 Jeep Grand Cherokee, Vehicle  
5 Identification Number 1C4RJFCG4JC458124.

6           24.    On or around July 29, 2021, Plaintiff received confirmation of the terms of his  
7 service plan via email.

8           25.    The terms of Plaintiff's service plan are attached hereto as EXHIBIT A.

9           26.    On or around September 30, 2021 Plaintiff sold his 2018 Jeep Grand Cherokee.

10          27.    As such, Plaintiff no longer had a need for the service plan he had purchased  
11 from Defendant.

12          28.    On or around October 4, 2021, Plaintiff emailed his cancellation request to  
13 Defendant's cancellation department, as instructed by the terms of his service plan.

14          29.    Defendant did not respond to this request.

15          30.    On October 18, 2021, Plaintiff emailed a second cancellation request to  
16 Defendant's cancellation department, as instructed by the terms of his service plan.

17          31.    Defendant did not respond to this request.

18          32.    On October 21, 2021, Plaintiff faxed a second cancellation request to  
19 Defendant's cancellation department, as instructed by the terms of his service plan.

20          33.    Defendant did not respond to this request.

21          34.    Frustrated by Defendant's lack of response, Plaintiff called Defendant's  
22 customer service department on or around November 11, 2021.

23          35.    The customer service representative that Plaintiff spoke to informed him that  
24 Defendant does not accept faxes, despite the language to the contrary in Plaintiff's service plan.

25          36.    Moreover, the customer service representative was unable to confirm that  
26 Plaintiff's cancellation requests had been received, and instead instructed Plaintiff to be patient.

27          37.    On or around December 10, 2021, Plaintiff sent a letter to Defendant to express  
28 his frustration and further request a cancellation and refund of his service plan. That letter is  
attached hereto as Exhibit B.

          38.    Defendant did not respond to this letter.



1 similar violations of California law and/or the Honorable Judge assigned to this case and his or  
2 her court staff.

3 45. A sufficient similarity exists with respect to the service plans that Plaintiff and  
4 The Class have purchased in that the service plans are similar via the representations Defendant  
5 made about its cancellation policy. If there is a sufficient similarity between the service plans,  
6 any concerns regarding material differences in the products can be addressed at the class  
7 certification stage. *Anderson v. Jamba Juice Co.*, 888 F.Supp.2d 1000,1006 (N.D. Cal. 2012).

8 46. The members of The Classes are so numerous that joinder of all members is  
9 impracticable. The disposition of their claims in a class action will provide substantial benefits  
10 to the parties and the Court. On information and belief, the exact number and identities of the  
11 members of The Class are ascertainable from the records in Defendant's possession.

12 47. There is a well-defined community of interest in the questions of law and fact  
13 involved in this case.

14 48. All causes of action herein have been brought and may properly be maintained  
15 as a class action pursuant to the provisions of the Code of Civil Procedure section 382 because  
16 there is a well-defined community of interest in the litigation and the proposed class is easily  
17 ascertainable:

18 a. **Numerosity**: On information and belief, The Classes are so numerous that the  
19 individual joinder of all members would be impracticable.

20 b. **Common Questions Predominate**: Common questions of law and fact exists  
21 as to all members of The Classes, and those questions clearly predominate over any questions  
22 that might affect members individually. These commons questions of law and fact include, for  
23 example, whether Defendant's actions in the regard constitute an unfair, unlawful, or fraudulent  
24 business practice pursuant to Section 17200 et seq. of the California Business & Professions  
25 Code. The proposed classes are readily definable.

26 c. **Typicality**: On information and belief, Plaintiff's claims are typical of the  
27 claims of the members of The Classes. Plaintiff and all members of The Classes sustained  
28 damages arising out of Defendant's common course of conduct complained herein.

d. **Adequacy**: Plaintiff will fairly and adequately protect the interest of the  
members of The Classes because Plaintiff has no interests which are adverse to the interest of  
absent class members and because Plaintiff has retained counsel who possesses significant

1 litigation experience regarding alleged violations of consumer statutes.

2 e. **Superiority:** A class action is superior to other available means for the fair  
3 and efficient adjudication of this controversy since individual joinder of all members would be  
4 impracticable. Class action treatment will permit a large number of similarly situated persons  
5 to prosecute their common claims in a single forum simultaneously, efficiently and without the  
6 unnecessary duplication of effort and expense that numerous individual actions would  
7 engender. Furthermore, since most class members' individual claims for damages are likely to  
8 be modest, the expenses and burdens of litigating individual actions would make it difficult or  
9 impossible for individual members of The Classes to redress the wrongs done to them. An  
10 important public interest will be served by addressing the matter as a class action, substantial  
11 economies to the litigants and to the judicial system will be realized and the potential for  
12 inconsistent or contradictory judgments will be avoided.

13 **COUNT I: VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 et seq.**

14 49. Plaintiff reincorporates by reference all of the preceding paragraphs.

15 50. Plaintiff and Defendant are each "person[s]" as defined by California Business  
16 and Professions Code section 17201. California Business and Professions Code section 17204  
17 authorizes a private right of action on both an individual and representative basis.

18 51. "Unfair competition" is defined by Business and Professions code section 17200  
19 as encompassing several types of business "wrongs," four of which are at issue here: (1) an  
20 "unlawful" business act or practice, (2) an "unfair" business act or practice, (3) a "fraudulent  
21 business act or practice, and (4) "unfair, deceptive, untrue, or misleading advertising." The  
22 definitions in section 17200 are drafted in the disjunctive, meaning that each of these "wrongs"  
23 operates independently from the others.

24 52. A plaintiff is required to provide evidence of a causal connection between a  
25 defendant's business practices and the alleged harm—that is, evidence that the defendant's  
26 conduct caused or was likely to cause substantial injury. It is insufficient for a plaintiff to show  
27 merely that the defendant's conduct created a risk of harm. Furthermore, the "act or practice"  
28 aspect of the statutory definition of unfair competition covers any single act of misconduct, as  
well as ongoing misconduct.



1 **UNFAIR**

2 59. Defendant has engaged in a pattern of “unfair” business practice in violation of  
3 Bus. & Prof. Code §§ 17200, *et seq.*, by distributing, and/or marketing that consumers can  
4 cancel their service plans and receive a refund at any time, resulting in a competitive  
5 disadvantage to other service plan providers who do not provide such a money back guarantee.

6 60. The gravity of those misrepresentations outweighs any alleged benefits  
7 attributable to such conduct; and such conduct is “unfair” because it offends established public  
8 policy and/or is immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to  
9 consumers, in that consumers are led to believe that they can cancel their service plans and get  
10 their money back, when in fact they cannot.

11 61. Defendant’s website, advertisements, agents, and contracts mislead and deceive  
12 consumers into believing that they can cancel their service plans at any time and receive a  
13 refund, which as discussed above, is untrue and misleading.

14 62. California Business & Professions Code § 17200 prohibits any “unfair ...  
15 business act or practice.” Defendant’s acts, omissions, misrepresentations, and practices as  
16 alleged herein also constitute “unfair” business acts and practices within the meaning of the  
17 UCL in that its conduct is substantially injurious to Purchasers, offends public policy, and is  
18 immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any  
19 alleged benefits attributable to such conduct. There were reasonably available alternatives to  
20 further Defendant’s legitimate business interests, other than the conduct described herein.  
21 Plaintiff reserves the right to allege further conduct which constitutes other unfair business acts  
22 or practices. Such conduct is ongoing and continues to this date.

23 63. UCL cases have applied a variety of tests for what constitutes an “unfair”  
24 business practice. *See Durrell v. Sharp HealthCare*, 183 Cal. App. 4th 1350, 1365 (2010).  
25 Here, the Plaintiff satisfies all three.

26 64. The FTC test requires a Purchaser to show that the injury: (1) is substantial; (2)  
27 is not outweighed by any countervailing benefits to Purchasers or competition; and, (3) is not  
28 one that Purchasers themselves could reasonably have avoided.

65. Here, Defendant’s conduct has caused and continues to cause substantial injury  
to Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury  
in fact due to Defendant’s decision to sell service plans that do not bear the characteristics that

1 were advertised. Accordingly, Plaintiff and class members were injured because they paid  
2 money for a product that was of substantially less value than they reasonably believed, and  
3 were denied the benefit of the bargain.

4 66. Such conduct involves equitable remedies in the form of a return of part of the  
5 purchase price of the product. Thus, Defendant's conduct has caused substantial injury to  
6 Plaintiff and the members of the Class.

7 67. Moreover, Defendant's conduct as alleged herein solely benefits Defendant  
8 while providing no benefit of any kind to any Purchaser. Defendant falsely represented that  
9 consumers could cancel their service plans at any time and receive a refund, when in fact  
10 Defendant had no intention of honoring those cancellation requests. As such, the service plan  
11 Plaintiff purchased and owned did not bear the characteristics that were advertised with respect  
12 to the cancellation policy. Plaintiff forewent purchasing other service plans as a result of  
13 Defendant's misrepresentations. Once Plaintiff had purchased the service plan, Plaintiff was  
14 unable, without experiencing a substantial loss, to switch to another service plan. Therefore,  
15 Defendant denied Plaintiff and other similarly situated consumers the benefit of the bargain that  
16 they reasonably expected to receive at the time of purchase.

16 68. Another test for unfairness under the UCL is the antitrust test, which analyzes  
17 whether the conduct "threatens an incipient violation of an antitrust law, or violates the policy  
18 or spirit of one of those laws because its effects are comparable to or the same as a violation of  
19 the law, or otherwise significantly threatens or harms competition." *Cel-Tech Commc'ns, Inc.*  
20 *v. Los Angeles Cellular Tel. Co.*, 20 Cal. 4th 163, 187 (1999).

21 69. By deceiving Plaintiff and members of the class into purchasing service plans  
22 under false pretenses, Defendant has gained an unfair advantage in the marketplace and has  
23 hindered competition. Class Members, including Plaintiff, are now stuck with service plans that  
24 do not bear the characteristics they were marketed as having. As a result, Defendant has  
25 unfairly usurped the business of competitors, and artificially been able to raise the price of its  
26 products. Defendant's actions tend to harm competition in the service plan market by reducing  
27 competition in the marketplace due to consumer perceptions regarding Defendant's  
28 cancellation policy, as a result of Defendant's misrepresentations. Defendant's  
misrepresentations do not offer any countervailing benefit to the marketplace.



1           70. Defendant’s misrepresentation as to the service plans’ cancellation policy is a  
2 ruse meant to deceive consumers into believe that they can cancel their service plans at any  
3 time and receive a refund, when in fact Defendant will not honor those cancellation requests.  
4 As such, Defendant duped consumers such as Plaintiff and Class Members into paying a higher  
5 price for a service plan that they could not actually cancel and receive a refund for. Such acts  
6 thereby prevent competition of third-party competitors who sell other service plans with similar  
7 features, but whose products are passed over by consumers in favor of Defendant under false  
8 pretenses.

9           71. A third test for determining unfairness under the UCL is a balancing test as to  
10 whether the business practice is “immoral, unethical, oppressive, unscrupulous or substantially  
11 injurious to consumers.” *South Bay Chevrolet v. General Motors Acceptance Corp.*, 72 Cal.  
12 App. 4th 861, 887 (1999).

13           72. Here all of these factors weigh heavily in favor of this Court finding that  
14 Defendant’s business practices are unfair.

15           73. Defendant took advantage of the market and of consumers by misrepresenting  
16 the characteristics of its products to the general public, as discussed above. Such conduct is  
17 injurious to consumers insofar as it promises a product bearing certain characteristics, when in  
18 fact the product bears characteristics that are inherently and facially of less value. Accordingly,  
19 consumers were deprived of the benefit of the bargain of what they sought to purchase and  
20 reasonably believed they had purchased at the point of sale. There is no moral, ethical, or  
21 economic justification for this conduct, and it is inherently immoral and unscrupulous for  
22 Defendant to have done this to its customers.

23           74. In so doing, Defendant has acted immorally, unethically, oppressively,  
24 unscrupulously, and has caused a substantial injury to consumers as detailed above.

25           75. Plaintiff can use a benefit of the bargain approach, discrete choice analysis, or  
26 other economically-sound methods of damage calculations to ascertain the harm suffered by  
27 Class Members.

28           76. Finally, the injury suffered by Plaintiff and members of the Class is not an injury  
that these Purchasers could have reasonably avoided.

          77. Thus, Defendant’s conduct has violated the “unfair” prong of California  
Business and Professions Code § 17200.

1 **FRAUDULENT**

2 78. Beginning at a date currently unknown and continuing through the time of this  
3 Complaint, Defendant engaged in acts of unfair competition, including those described herein,  
4 by engaging in a patter of “fraudulent” business practices within the meaning of Bus. & Prof.  
5 Code §§ 17200, *et seq.*, by falsely representing its cancellation policy.

6 79. Plaintiff reserves the right to allege further conduct that constitutes other  
7 fraudulent business acts or practices. Such conduct is ongoing and continues to this date.

8 **“UNFAIR, DECEPTIVE, UNTRUE, OR MISLEADING”**

9 80. Defendant’s practices are unfair, deceptive, untrue, or misleading in that  
10 consumers are led to believe that they can cancel their service plans at any time and receive a  
11 refund.

12 81. Plaintiff and the public, as reasonable consumers, were deceived and misled by  
13 Defendant’s conduct.

14 82. Defendant’s unlawful, unfair, and fraudulent business practices, and unfair,  
15 deceptive, untrue, and/or misleading advertising presents a continuing threat to the public in  
16 that Defendant continues to falsely represent that consumers may cancel their service plans at  
17 any time and receive a refund, when in fact Defendant will not honor cancellation requests.

18 83. Defendant engaged in these unlawful, unfair, and fraudulent business practices,  
19 which were motivated solely by Defendant’s self-interest with the primary purpose of  
20 collecting unlawful and unauthorized monies from Plaintiff and all others similarly situated,  
21 thereby unjustly enriching Defendant.

22 84. Such acts and omissions by Defendant are unlawful and/or unfair and/or  
23 fraudulent and constitute violations of the Bus. & Prof. Code §§ 17200, *et seq.*, Plaintiff  
24 reserves the right to identify additional violations by Defendant as may be established through  
25 discovery.

26 85. As a direct and proximate result of the aforementioned acts and representations,  
27 Defendant received and continues to receive unearned commercial benefits at the expense of its  
28 competitors and the public.

86. As a direct and proximate result of Defendant’s unlawful, unfair, and fraudulent  
conduct described herein, Defendant has been. and will continue to be. unjustly enriched by the  
receipt of ill-gotten gains from customers, including Plaintiff and Class Members, who

1 unwittingly provided money to Defendant as a result of Defendant’s fraudulent  
2 misrepresentations.

3 87. Plaintiff has suffered an “injury in fact” because Defendant received Plaintiff’s  
4 money as a result of Defendant’s false representations.

5 88. In prosecuting this action for the enforcement of important rights affecting the  
6 public interest, Plaintiff seeks the recovery of attorneys’ fees, which are available to prevailing  
7 plaintiffs in class action cases such as this.

8 **COUNT II: VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17500**

9 89. Plaintiff re-alleges and incorporate by reference all of the above paragraphs of  
10 this Complaint as though fully stated herein.

11 90. Plaintiff brings this claim individually and on behalf of all others similarly  
12 situated for Defendant’s violations of California’s False Advertising Law (“FAL”), Cal. Bus. &  
13 Prof. Code §§ 17500, *et seq.*

14 91. Under the FAL, the State of California makes it “unlawful for any person to  
15 make or disseminate or cause to be made or disseminated before the public in this state ... in  
16 any advertising device ... or in any other manner or means whatever, including over the  
17 Internet, any statement, concerning ... personal property or services, professional or otherwise,  
18 or performance or disposition thereof, which is untrue or misleading and which is known, or  
19 which by the exercise of reasonable care should be known, to be untrue or misleading.”

20 92. Defendant engaged in a scheme of misrepresenting its service plans, in that  
21 Defendant represented to consumers that they could cancel their service plans at any time and  
22 receive a refund. Such practice misrepresented the nature of the service plans and Defendant’s  
23 cancellation policy. Defendant’s advertisements were made in California and come within the  
24 definition of advertising as contained in Bus. & Prof. Code §§ 17500, *et seq.* in that the product  
25 branding and advertising was intended to induce customers to purchase the service plans.  
26 Defendant knew or should have known its conduct was unauthorized, inaccurate, and  
27 misleading.

28 93. Defendant violated 17500, *et seq.* by misleading Plaintiff and the Class into  
believing that they could cancel their service plans at any time and receive a refund. However,  
Defendant did not honor, and had no intention of honoring, consumers’ cancellation requests.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**COUNT III: BREACH OF CONTRACT**

94. Plaintiff includes by reference all previous paragraphs as if set forth herein.

95. A contract existed between Plaintiff and Class Members and Defendant as described herein.

96. Plaintiff and Class Members performed all obligations arising from the contract.

97. Defendant, however, failed to perform all obligations arising from the contract.

98. As a result, Plaintiff suffered harm.

99. Therefore, Defendant is liable to Plaintiff and Class Members for their breach of the contract as described herein, thus entitling Plaintiff to recompense.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, prays for judgment against the Defendant as follows:

A. For an order awarding, as appropriate, damages to the Plaintiff and The Classes;

B. For an order certifying this case as a class action and appointing Plaintiff and Plaintiff's counsel to represent The Classes;

C. For an order that the Court certify Plaintiff to serve as the class representative in this matter;

D. For an order that the Defendant's wrongful conduct alleged herein be adjudged and decreed to violate the claims asserted herein;

E. For an order requiring Defendant to immediately cease and desist from selling the service plans in violation of law and enjoining Defendant from continuing to manufacture, deliver, offer to deliver, market, advertise, distribute, and sell the service plans in the unlawful, unfair, and deceptive manner described herein;

F. For an order awarding attorneys' fees and costs;

G. For an order awarding punitive damages;

H. For an order awarding pre-judgment and post-judgment interest; and

I. For such other and further relief as this Court find just, equitable and proper, including, but not limited to, the remedy of disgorgement.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**JURY DEMAND**

Plaintiff and the Class Members are entitled to, and hereby demand, a trial by jury.

**PLAINTIFF HEREBY REQUESTS A TRIAL BY JURY**

Respectfully submitted this 18th of April, 2022.

By: Todd M. Friedman  
Todd M. Friedman, Esq.  
Law Offices of Todd M. Friedman, P.C.  
Attorney for Plaintiff

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**



PLAN # 44798433  
Issued To:ALAN KHEEL

VEHICLE IDENTIFICATION NUMBER: 1C4RJFGG4JC458124

Your vehicle is covered by:

- 8/75 MAXIMUM CARE  
(Option Code: WMT875N Form Num: NM515)

8/75 MAXIMUM CARE  
EFFECTIVE: 08/18/2018  
EXPIRES: 08/17/2026 OR 75,000 MI  
SELLING DEALER: 80573 CR CHRYSLER DODGE JEEP RAM

Key Terms

\*Covered Vehicle - means the vehicle that has the above referenced vehicle identification number  
 \*Dealer - means authorized FCA US LLC (parent/master), which includes owners of the Chrysler, Dodge, Jeep, Ram, SRT, FIAT and ALFA ROMEO vehicle lines.  
 \*FCA US Vehicle - means Chrysler, Dodge, Jeep, Ram, SRT, FIAT or ALFA ROMEO brand vehicles only.  
 \*Mopar Vehicle Protection (MVP) Plan - as defined by a Plan document issued by FCA Service Contracts LLC.  
 \*Plan - means the "8/75 MAXIMUM CARE" Service Contract.  
 \*FCA US LLC - means FCA Service Contracts LLC, primarily acting as Corporate Group General Services LLC, a wholly owned subsidiary of FCA US LLC, which is authorized to perform the obligations of the provided FCA Service Contracts LLC's contract information is PO 000000, TEL: 800.677.6666, FAX: 909.521.3922. FCA Service Contracts LLC is a wholly owned subsidiary of FCA US LLC, which is a wholly owned subsidiary of Chrysler Group LLC.  
 \*You - means the Plan purchaser.

©2018 FCA US LLC. All Rights Reserved. Chrysler, Dodge, Jeep, Ram, Mopar and SRT are registered trademarks of FCA US LLC. ALFA ROMEO and FIAT are registered trademarks of FCA Group Managing S.p.A. used with permission.

**4. SERVICE CONTRACT:** This Plan is a service contract between you and us. The Plan promises to give you certain benefits if a Vehicle (completely covered by the Plan) can no longer be repaired or worth driving. This Plan is not an insurance policy and not the equivalent of a warranty. We are not responsible (liable) for fulfillment of the promises of the Plan.

Obligations of the provider under the Plan are backed by the full faith credit of the provider.

**No Dealer, Dealer employee or our employee has the authority to modify or change any provision of this Plan. The actual terms and conditions of this Plan outline the sole authority and we are not bound to provide, or other coverage is replaced for certain, and no coverage can be insured due to an oral or written representation by any representative.**

**IMPORTANT!** The maximum benefit amount should a covered component of the Vehicle fail will be THE TOTAL AMOUNT OF THE REMAINS PER YEAR LESS THE DEDUCTIBLE, OR THE CASH VALUE OF THE VEHICLE, WHICHEVER IS LESS. The cash value of the Vehicle will be determined by the age of the covered component and the fair market value of the vehicle at the time of the failure. Use Our Plan Guide. If at any time you receive a recall for a covered component covered by the vehicle, cash value you find that recall will be our payment of the Vehicle's cash value after the recall is paid under the Plan coverage and benefit will be voided automatically and immediately pursuant to this provision and we will have no further obligations of any kind in respect to the terminated Plan.



THIS WAIVER OF THE PLAN (unless otherwise prohibited by law) shall not be deemed as a waiver of our right, or considered a withdrawal of our right to otherwise pay for services and/or repairs (the Plan should be subsequently be discovered that the vehicle in which the PLAN was purchased was not eligible for Plan coverage.

**NOTE:** Please use the Plan in your glove compartment or other secure place in the Vehicle. While your Vehicle is covered by this Plan, your vehicle also may be covered by the manufacturer's warranty. For manufacturer's warranty coverage details, please refer to your vehicle's information booklet. **THIS PLAN DOES NOT COVER REPAIRS OR SERVICES WHICH ARE COVERED BY THE MANUFACTURER'S WARRANTY.**

**OBTAINING PLAN SERVICE:** To obtain service under this Plan, you should return and register the vehicle to the Dealer with whom you first Plan. In the event you cannot return the Vehicle to the selling Dealer for service, you may request service from any Dealer within the United States, Canada, Guam, Puerto Rico or Mexico.

**IMPORTANT! SERVICE OBTAINED FROM A PERSON OTHER THAN AN AUTHORIZED DEALER IS NOT REIMBURSABLE UNDER THIS PLAN UNLESS AUTHORIZED BY US AND YOU RECEIVE AN AUTHORIZATION NUMBER BEFORE THE SERVICE IS PERFORMED. DEALERS CANNOT AUTHORIZE REPAIRS UNDER THIS PLAN. Authorized repairs will be manufacturer-recommended parts. If reimbursable parts are not available, the Dealer will use the best part.**

**ELIGIBLE VEHICLES:** New vehicles between two (2) Year/10,000 Mile or Three Year/36,000 Mile (including Fiat and Alfa Romeo) vehicles covered by a 3-4 Year/50,000 Mile Basic Warranty, and engines with 72 months of free oil changes (oil and oil filter) and 60,000 miles. Excludes ProMaster Vehicles.

**NOTE:** Eligibility has been extended to 48 months of free oil service (oil and oil filter) and 45,000 miles (oil filter) with this option code.

**NOT ELIGIBLE:** The following are **not** eligible for **this** Vehicle Protection Plan: vehicles registered outside of the United States, Guam and Puerto Rico (domestic use); used (including vehicles used to transport passengers if used for pay); Fleet (or pay); vehicles converted from year to business (over vehicles used as converted from the original manufacturer's specifications); severe off-road use; vehicles not used in accordance with manufacturer's recommendations; private and/or commercial; vehicles with a gross weight (GVW) of over 14,000 pounds; vehicles equipped with complete engines; vehicles that are modified (including but not limited to being declared a total loss, an air issued title indicating that the vehicle is designated as salvage, junk, rebuilt or words of similar import).

The following are **not** eligible for **this** Vehicle Protection Plan: Limited-use or exempt vehicles (including the three-year or more term); vehicles used for racing; vehicles used for commercial purposes (including vehicles used for delivery or for hire); vehicles used for rental services (including vehicles used for hire); vehicles used for dump trucks; vehicles used for the transport of hazardous materials; vehicles equipped with diesel engines (except vehicles manufactured by Fiat, GM, LLC, Ford Motor Company, General Motors and Volkswagen); vehicles that are modified (including but not limited to being declared a total loss, an air issued title, or words of similar import); vehicles equipped with complete engines; vehicles manufactured by FUSION (FUSION) vehicles used for commercial use; ALL cab and chassis vehicles (vehicles offered with box installation or where the box has been removed, vehicles with dual rear wheels) used for commercial purposes.

Commercial use includes but not limited to: Delivery, service or repair work, landscaping and grounds maintenance, Utility Service, snow removal.

**NOTE:** If for any reason your vehicle is **not** eligible for **this** plan, contact your selling dealer for other plans that your vehicle may be eligible for.

**WHEN PLAN COVERAGE STARTS AND ENDS:** Plan coverage begins on the date you purchased the Plan for: (i) a vehicle component not covered by manufacturer's warranty; (ii) The first oil change; (iii) Oil Change in excess of 10,000 miles from your last replacement; the vehicle is not otherwise provided; and (iv) The first oil change. Plan coverage begins on the date the manufacturer's warranty term ends; (ii) any other manufacturer covered under the manufacturer's warranty; and (iii) Business Assistance.

Plan coverage expires on 06/17/2025 or when the Vehicle odometer reads 75,000 mile(s) (whichever occurs first). This Plan provides coverage up to 3 years or 75,000 miles (whichever occurs first) from the Vehicle's original in-service date. The original in-service date is the date the vehicle is sold, which is the same as the manufacturer's factory date. **THIS VEHICLE PLAN DOES NOT PROVIDE ANY COVERAGE INCLUDED IN THE COVERAGE UNDER AND MILEAGE TRAVELED WITHIN THE MANUFACTURER'S WARRANTY PERIOD.**







**MOPAR LIFT KIT COVERAGE:** If you purchased this coverage as shown on the lift kit page, you have coverage for MOPAR lift kits and related parts that are professional installed, including performance parts pertaining to the lift kit (maximum 4 inch increase) on 1) the Maxor Lift kit coverage is indicated on the front page. Here is an example:

**OTHER PLAN BENEFITS:** The Plan also provides the *Intown Trip Interruption, First Day Rental, Rental Allowance, Tax Reimbursement, and Roadside Assistance* benefits.

**TRIP INTERRUPTION:** The Plan will pay up to \$1,000 for lodging, meals, and emergency transportation such as taxi (but not airline) for you and your family (MFL) who cannot complete the trip as planned covered under the Plan or under the policy warranty and 500 days more than 100 miles from the source of rental. Long stay meals and overnight expenses for each family member of those 500 and must be submitted to 403-603-0000 or emailed to MYPRClaims@fordcpd.com. If the limit of an accident, you can claim for Vehicle Protection, P.V., Box 3750, Troy, Michigan 48067-2750. Please be advised that the claim process is a longer process.

**FIRST DAY RENTAL:** First Day Rental Allowance provides up to \$35.00 per rental allowance if the Vehicle is to be repaired for an mechanical repair or maintenance service. Please note: Excludes rental for partwork to the exterior sheet metal/composite panel or collision repairs.

**RENTAL ALLOWANCE:** Rental Allowance will pay up to \$60.00 per day maximum any time results take over 24hrs and a replacement covered by the Plan or the manufacturer's lease or financing warranty fails.

The Plan will not cover for rental charges for a vehicle that is awaiting service or parts unless the vehicle is covered due to a mechanical failure (a covered component), an unexpected event or an accident which causes a total damage.

The rental vehicle must be obtained from a Dealer. If a Dealer does not have rental vehicle available, you may rent one from a rental rental agency. Rental coverage is subject to state and local laws and policies imposed by the rental agency. Rental charges in excess of the amount allowed by the Plan are your responsibility. The Plan is not responsible for any delay of a rental agency to rent a vehicle to you.

**Total Rental Allowance per occurrence is a maximum of 5 days or \$175.00.**

**TAXI REIMBURSEMENT:** Coverage starts on the date you purchase the Plan. The Plan provides up to a total of \$100 per accident in lieu of First Day Rental if the accident is to be repaired for mechanical or maintenance service.

When a taxi is not available, if you are not liable for a rental car, the Plan will pay up to \$50.00 per day for taxi service in lieu of car rental and the mechanical repairs take over 24hrs.

Taxi receipts must be from a licensed taxi service provider. Taxi charges in excess of the amount allowed by the Plan are your responsibility.

**Total Rental/Taxi Service Allowance per occurrence is a maximum of 5 days or \$175.00.**

**ROADSIDE ASSISTANCE\***

**NOTE: YOU MUST CALL 188-817-4501 FOR THIS SERVICE.**

The Plan provides assistance due to a breakdown caused by any mechanical failure and in addition, the Plan provides coverage for such items relating to the nearest Dealer or authorized repair facility. (The charge with your P.O.D. agency owner and dealer are always maximum 2 per day). Roadside service is 24 hours local (time zone) assistance up to a maximum of \$100 per occurrence (not applied beyond that is your responsibility) on the way and use of service. From assistance to the community for roadside assistance which renders the Vehicle inoperative. (See exclusions under "THE PLAN WILL NOT COVER")

This service is provided to you as part of your Plan to minimize any unexpected vehicle downtime/overseas and it includes 24 hours per day, 365 days per year.

**HOW TO USE ROADSIDE ASSISTANCE\*** - An equipped vehicle, roadside assistance (roadside) and other vehicle services which described previously **MUST BE ARRANGED AT TIME OF PURCHASE** through Roadside Assistance by calling 188-817-4501. You should be prepared to provide the representative with your name, toll free number, vehicle license plate number, manufacturer (including the phone number you are calling from) and a brief description of the problem.

In some cases, Roadside Assistance may authorize you or your Dealer to arrange for any repairs and will provide a reference number to do so. Your Plan will in these instances provide reimbursement of up to \$1000 maximum per Roadside Assistance incident provided that the claim complies with the following conditions: (A) A valid original receipt or payment from one of the repair facility for the service rendered; (B) The original receipt or payment must be dated on or prior to the Plan year; (C) Roadside Assistance claims that must require a tow shall be limited to 100 miles.

Roadside Assistance  
P.O. Box 9145  
Medford, MA 02155  
Attn: Claims Department  
888.517-4500  
FAX: 1-781-558-2091

**ROADSIDE ASSISTANCE WILL NOT COVER SERVICES WHICH ARE SOLICITED WITHOUT FIRST CONTACTING ROADSIDE ASSISTANCE FOR PRIOR AUTHORIZATION.**

All Roadside Assistance services provided through Cross County Motor Club, Inc., Medford, MA 02155, except in Alaska, Arkansas, Hawaii, Oregon, Wisconsin and Wyoming where services are provided through Cross County Motor Club of California, Inc., Thousand Oaks, CA 91320, shall collectively constitute the CCMC - Powertrain Plan 017-1500. CCMC shall not be held responsible for the cost of replacement parts and labor for the roadside assistance service, including CCMC administrative responsibility for the same, except as expressly provided in such persons state policies. All persons availing themselves of the benefits of Roadside Assistance are to look solely to such persons and/or entities for liability arising in connection therewith, and not to CCMC.

**DIAGNOSTIC CHARGES:** You may be held financially responsible under diagnostic fee (diagnostic charge) payable to dealer. Your Plan covers emergency towing diagnostic charges if the cause of failure is covered by your warranty. Not valid in the State of Maryland. If covered by the Plan, you will be responsible for paying the diagnostic and diagnostic labor and non-covered repairs.

**YOUR ADDITIONAL RESPONSIBILITIES:** It is your responsibility to properly operate, care for and maintain the vehicle as specified in the owner's manual supplied by the manufacturer. If you fail to properly operate, care for and maintain the vehicle as provided in the owner's manual supplied by the manufacturer, we may deny your claim under the Plan. You must maintain all maintenance records and receipts to avoid any claim denial, as in violation of your maintenance services were performed as required.

We reserve the right to inspect the Vehicle, investigate circumstances relating to the requested repair in any manner, or demand proof of maintenance BEFORE repairs may begin or are authorized.

**GOVERNING LAW:** Except where prohibited by law, this contract will be governed by Michigan.

**THE PLAN WILL NOT COVER, OR APPLY TO LOSS OR EXPENSE RESULTING FROM:**

- Repairs or replacement of any component covered by any of the vehicle manufacturer warranties, Certified Warranty, anti-rust/warranty, warranties or recall policies, accident elimination, theft or vandalism and any other policy that may be covered by the Vehicle's manufacturer warranty or another program;
- Repairs required as a result of any claim made under any defect (such as a design defect or normal wear);
- Repair or replacement of any covered component such if has been determined that the condition existed prior to purchasing the Plan;
- Tires, wheels where the vehicle number reading has been stopped or altered and/or the Vehicle's actual mileage cannot be readily determined;
- Brake pads, shoes, rotors and drums are not covered at any time (regardless of make or model);
- Replacement of services/benefits that exceed the total number of services/benefits included in this coverage;
- Theft and unless any benefit for a component, such as engine, wheels, seats (built-in and seats), interior equipment, electrical, theft protection, anti-lock brakes, air conditioning, stereo, particular items and any other covered system, accessories, lost vehicle accessories, repairs, thefts, auto damage, vandalism, destruction, seizure, cloning;
- High voltage battery is not covered at any time (regardless of make or model);
- Repairs due to any alterations or modifications to the Vehicle not approved or recommended by the manufacturer, including but not limited to (a) failure of any custom or add-on / aftermarket part (unless listed as a specific covered



- (b) (1) emission and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications; (c) oversized/undersized tires; (d) alterations in suspension modifications; (e) alterations to any, but not all, of the following: (1) tires you have purchased for coverage as shown on the first page;
- Lift kits that exceed four (4) inches unless you have purchased Maxx Lift/Kit Conversion shown on the first page; repairs to covered components that are the direct result of the failure of a lift kit that exceeds four (4) inches unless you have purchased Maxx Lift/Kit Conversion as shown on the first page;
- Repairs to covered components that are the direct result of the failure of alterations or modifications (a) recommended by the manufacturer;
- Plan benefits necessary as a result of (a) failure to properly operate or maintain the Vehicle; (b) fire, lightning, theft, vandalism, negligence, Acts of Terrorism or Acts of God resulting but not limited to the Vehicle's electrical components due to power loss or flood; (c) failure to properly operate the Vehicle; (d) Vehicles that have been used or are being used for competitive speed events such as races or acceleration trials; (e) pulling a trailer (not expressly by mass quantity) with the vehicle or failure to adhere to the requirements for vehicle use as set forth in the plan; (f) use of the vehicle for commercial purposes by the manufacturer; (g) complying with the voluntary system of warranty parts that cover off-in-warranty system; (h) liquid dirty fluids, or fluids, refrigerant, or drive fluids which are not recommended by the manufacturer; (i) failure due to fuel contamination or storage; (j) modifications not approved or recommended by the manufacturer; (k) exceeding rated payload capacity of the Vehicle; (l) damage to exterior off-road gears; (m) mud, salt, corrosion, contamination, water intrusion/leak, acid rain, chromium, trail use, fuel, food, tampering, fire, corrosion, deterioration or other environmental causes or acts of nature;
- Repairs to a covered component that is not a covered component or a covered component to another covered component;
- Repairs to a covered component when the component has been repaired by the manufacturer, repairs that are the direct result of the failure of a component that has been repaired by the manufacturer;
- Repairs caused by nitrogen oxidation, among other things, on certain non-ferrous metal components that contain more than 10% silicon if the engine was not manufactured for this reason;
- They will not be limited from other things that may cause damage to certain components if they are PCV US VEHICLES must return to a PCV US dealer for Plan covered repairs. Dealers cannot estimate repairs;
- Repairs required as a result of use of other than the Vehicle's manufacturer's parts during the term of the Plan, unless authorized by us;
- Repairs to a covered component caused by the failure of a non-covered component, unless an alternative remedial action performed by a Dealer, or any outside institution of coverage or other components in compliance with an industry or design plan, or any applicable regulatory body, or other rules, may be able to meet or better substitute recommended components and parts;
- Bodily injury or property damage arising or allegedly arising out of a claim in the United States, including, but not limited to, membership of a covered component;
- Any tires, hoses or seals which are associated with exposure to wear as a result of failure or alleged violation of any law or regulation;
- Plan benefits of Vehicle warranted outside of the United States, Canada, Guam, Puerto Rico and Mexico;
- Plan benefits of Vehicle purchased outside of the United States, Guam and Mexico that;
- Exterior cases; trim, name plates; emblems; body sheet metal; glass; plastic; carbon fiber; light metal; aluminum; stainless steel; glass; hardware; wheel covers; steel liners; aluminum wheels; metal or plastic nuts; wheel slope; metal cover plates; finished brake lines; wheel valves; air intake dirty panels; spoilers; grilles; and accessories using non-vinyl tops; convertible top fabric; repairs to damage caused by environmental factors such as acid rain, tree acid, salt or human spray;
- Interior: floor, carpet, upholstery, door sill, door trim and window handles, knobs, buttons, moldings, air vents and headliner, vinyl wear, weatherstripping; leather/leatherette;
- Member: manual clutch assembly, clutch disc, pressure plate, clutch release bearing and shift bearing (manual transmission); damage to the interior as a result of a vehicle accident, theft or other event, whether or not the vehicle is repaired, regardless of their installation;
- Cost or expenses for tear-down, rental, inspection or diagnosis of failure not covered by the Plan;
- Shop supplies, waste disposal fees and materials;
- Repairs to any Vehicle when the title has become dormant or the Vehicle has become unlicensed by the manufacturer after the purchase of the Plan;
- Maintenance services specified in the general annual use the plan user's document with such limiting;
- Repairs to a covered component caused by the failure of a non-covered component unless an alternative remedial action is performed by an authorized Dealer;
- Repairs or maintenance to components covered by the Hybrid System Limited Warranty (other than Warranty Exclusions for

- HYBRID components: hybrid charging system; hybrid electric cooling system; hybrid power inverter system;
- Portable Units including but not limited to: headlamps, TPMS, GPS units, DVD player, laptop computers, cellular phones, any handheld device, Navigation DVD, spare tire compressor and tire inflator;
- Repair or replacement of Performance parts; (Performance meaning parts relating to engine components and any direct result of failure of a performance part (except for parts pertaining to A/C A/C is not covered but that does not as shown on the first page)
- Any economic loss of any kind, including but not limited to total loss benefits, consequential damages, expenses, damages, or other losses that result in any manner to your use or value of use of the Covered Vehicle.

**CANCELLATION AND TRANSFER POLICIES:** During the term of the Plan, you have the option to:

- **CANCEL** the remaining Plan coverage and receive a full appropriate refund of;
- **AUTHORIZE TRANSFER** of the remaining Plan coverage to the (A) subsequent owner.

Note: Refer to the cancellation/transfer policy section below for details.

**CANCELLATION POLICY:** If you are the original purchaser of the Plan, you may cancel the Plan may not receive a cash refund. You may cancel if you have not authorized transfer of Plan coverage to a new owner. To cancel the Plan, you may take your Plan to any Dealer. The Dealer will contact us to request cancellation of your Plan.

If your Vehicle is repossessed or repossessed and if the plan is not terminated in accordance with your Vehicle, you might void the Plan transfer of the benefits. The termination is your responsibility. To terminate, you must notify the Dealer where the Plan was purchased. If the Plan was not terminated, any coverage will be void as provided in your contract with us.

If there is no Dealer in your area, you may email or call your cancellation request along with your Plan ID number, proof of payoff and current mileage on the Vehicle to:

Vehicle Protection  
Cancellation Department  
MVPCancellations@fcagroup.com  
Fax # 833-890-0065

Please specify the Option Code(s) you wish to cancel. Option codes can be found on the rear page of this document below. Option Description:

On cancellation request received, within the next 30 days, compute original cashless rate of the Plan. You will have 60 days to pay the amount you owe for the Plan. Any amount due will be billed against the Plan. There are exceptions to this rule. In requests received on 30 days, your refund will be based on the full amount you owe for the Plan. There are exceptions to this rule. In requests received on 30 days or longer, whichever is greater, your cancellation fee is calculated as follows:

We reserve the right to cancel the Plan after issuance should it be determined that: (a) the Vehicle is reported to have been involved in an accident or collision after Plan coverage has been in effect; (b) failure of the customer to maintain the Vehicle as required by the manufacturer; (c) the customer has been determined to be a high risk driver by the customer; (d) non-payment of premium; (e) the Vehicle is registered outside of the United States, Canada, and Puerto Rico. Your refund will be based on the full amount you owe for the Plan, less a cancellation fee. The time or mileage used, whichever is greater, less claims paid.

**Requests Received:** The cancellation refund will be based on the date we receive written notification of the cancellation request.

A cancellation refund check will be made payable and issued to you if written notice. Whenever a lien exists, the cancellation refund check will be made payable and issued to the lienholder.



**CANCELLATION FEES**

(Applies to the state where the Plan was purchased)

STATE	AMOUNT
Alabama	\$25 Administration Fee.
California	\$25 or 10% of the Contract Cost, whichever is less.
Hawaii	\$50 Administration Fee.
Illinois	\$25 or 10% of the Contract Cost, whichever is less.
New Hampshire	None
New York	\$50 Administration Fee.
North Carolina	\$50 or 10% of the vehicle refund amount, whichever is less.
Georgia	10% of the unearned private premium plus Administration Fee.
Oklahoma	10% of the unearned private premium not to exceed \$75. If we cancel, 10% of the unearned private premium will be refunded.
All others	\$75 Administration Fee.

**TRANSFER POLICY:** The original purchaser may collect the benefit of coverage, provided the Plan has not been cancelled. Remaining Plan coverage may be transferred to the first subsequent purchaser of the vehicle **AT TIME OF VEHICLE SALE ONLY**. Therefore, the Plan is non-transferable and non-assignable.

To transfer the coverage, complete the transfer form. Be sure to include your signature. This means you are authorizing transfer of Plan coverage to the new owner. Transfer requests will not be processed: (a) without the signature of the owner for whom these Plan Provisions were originally issued; or (b) if received after 60 days from the date of vehicle ownership change.

You may take your Plan with the completed transfer form and transfer fee, if applicable, to a Dealer to process the Plan transfer or mail to the following. Please be advised that the mail in process is a longer process.

Vehicle Protection  
Transfer Department  
P.O. Box 2700  
Troy, MI 48007-2700

The transfer fee is as follows:

**TRANSFER FEES**

(Applies to the state where the Plan was purchased)

STATE	AMOUNT
New Hampshire	None
All others	\$50

- Any Plan financed on the Vehicle Protection Payment Plan is NOT transferable until the Plan is paid in full.
- Upon acceptance by us, you will be mailed a new set of plan provisions in your name confirming your transfer request.
- Warranty transfer fee may apply. Please refer to your owner's manual for additional information.

**NEED HELP OR ASSISTANCE WITH YOUR PLAN?  
IS YOUR ADDRESS UP-TO-DATE?**

**PLEASE ACCESS OUR SELF-SERVICE WEBSITE FOR PLAN COVERAGE AND FREQUENTLY ASKED QUESTIONS AT:**

**[www.moparvehicleprotection.com](http://www.moparvehicleprotection.com)**

You can also email or fax your question to:  
Mopar Vehicle Protection  
MVPMiscellaneous@fcagroup.com  
833-990-0067

Note: All requests must contain your Name, Plan Number, and Vehicle Identification Number.

Toll-Free Telephone Assistance is Available:  
8:00 a.m. to 8:00 p.m. Eastern Time Monday through Friday  
9:00 a.m. to 5:00 p.m. Eastern Time Saturday  
1-800-821-5022 (in USA)  
1-800-485-2007 (in Canada)

For 24-Hour Roadside Assistance Coverage  
Services dependent upon coverage purchased.  
**1-888-517-4500**

<b>TRANSFER FORM: SEE TRANSFER POLICY FOR DETAILS</b>			
PLAN NO. 44708433	VEHICLE IDENTIFICATION NO. 1C4RJFGB4JG818134	CROWN CODE	
OWNERSHIP BE FILED <small>BY STATE</small>	VEHICLE OWNER RESIDENCE STATE	CHECK ALL THAT APPLY <input type="checkbox"/> SALES <input type="checkbox"/> RENEWAL	
<b>TRANSFER</b>	TRANSFER THE REMAINING COVERAGE FOR THE LISTED VEHICLE TO THE PERSON LISTED BELOW. SMALLER FEE APPLIES FOR MORE CARS FOR THE TRANSFER FEE AMOUNT.		
TRANSFER AMOUNT	CHECK OR MONY (YES) EMPLOYER/ASSIGNMENT POSSIBLE	<input type="checkbox"/> YES <input type="checkbox"/> NO	CREDIT CARD NO.
NAME (PLEASE PRINT)		ADDRESS (PLEASE PRINT)	
ADDRESS		VEHICLE BUYER'S SIGNATURE	DATE OF VEHICLE PURCHASE
CITY, STATE & ZIP		VEHICLE SELLER'S SIGNATURE	

**Notes:**

Certain Options are not eligible for Transfer. Please refer to the "Transfer Policy" paragraph for "Each Plan Option" to verify transfer eligibility.

Transfer fee applies for each option being transferred.

Please print the "Option Code(s)" that you want transferred to a new owner in the "Option Code" space provided above. Option Code(s) can be found on the first page of your Plan below Option Description.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT B**

December 11, 2021

VIA USPS Priority Mail Express

Mopar Vehicle Protection  
Cancellation Department  
P.O. Box 2700  
Troy, MI 48007-2700

Re: Cancellation of Plan #44798433; 8/75 Maximum Care;  
Option Code: WM1875N ("Plan") **THIRD NOTICE**

Dear Mopar Vehicle Protection Cancellation Department,

I have contacted you three (3) times to cancel this Plan. Each time I have been ignored. This is the fourth and final attempt.

According to page 8 of my Plan, copy enclosed, under the heading "CANCELLATION POLICY," the Plan may be cancelled by emailing or faxing the cancellation request to Vehicle Protection, Cancellation Department, [VPPCancellation@toyota.com](mailto:VPPCancellation@toyota.com), Fax # 833-990-0065.

The new vehicle warranty on the 2018 Jeep I owned at the time, expired on August 18, 2021, and as explained by the agent who sold me the Plan just prior to the expiration, the Plan would take effect when the new vehicle warranty expired. However, two days later on August 20, 2021, I sold my Jeep to a dealer located 300 miles from where I live and did not transfer the Plan, knowing I could get a refund as promised by the agent. Obviously, I had no need for the Plan at that point.

On October 4, 2021, I emailed my cancellation request to the email address above as directed by the Plan. Having received no response, I sent a follow-up email on October 18, 2021. This time I copied myself to make sure it went through (it did). Copies of both emails are attached. No acknowledgment notice was received for either.

Again, having heard nothing for two weeks, I sent the documents via fax on October 21, 2021, to the fax number above, as directed by the Plan. The fax went through as shown in the enclosed fax receipt. A copy of the full fax is attached. Again, no reply.

At 11:07am ET on November 11, 2021, I called Mopar Vehicle Protection at 800-521-9962, the number listed in the Plan under "Toll-Free Telephonic Assistance." I spent 7 minutes on the phone with the customer service agent who provided zero assistance. I'm sure you have a log of this call. I'd be happy to provide my cell phone records for this call. Please don't blame the agent, I'm sure she was just following her training, which apparently is wrong on the call side, but non-existent on the after-sale factoring (i.e. actual sale). The agent told me you don't accept faxes, notwithstanding that my contract on which the fax was based clearly states otherwise, and the fact that I had a receipt that showed my fax had gone through. The agent told me I could email the cancellation

Mopar Vehicle Protection  
Cancellation Department  
December 10, 2021  
Page 2

and I told her that didn't work, twice. She told me it takes 4-6000 to process the refund and to be patient. I told her all I wanted to get at this point was an acknowledgment that my private information was received, correct, and I would be transferred to the Cancellations Department to get that information. She said there is no way to do that, they don't have a phone! I asked her if she could check and see through her system if my request had been received and she said no. I asked to speak with her supervisor. After putting me on hold for a while, she came back and said I couldn't speak with the supervisor, but she would call me back within 24 hours. It's been three weeks and no calls. I tried to be patient as the agent advised. My patience is now exhausted.

I did everything required by my Plan, also known as a contract. Mopar has ignored the contract. Demand is hereby made that a refund for the full purchase price of \$21,150.00 be sent to me within five (5) days of the date of this letter. If it is not it will confirm what I have come to suspect, and that is that Mopar has no intention of honoring the contract, never had an intention to honor it, and is purposely acting in bad faith to stone-wall my valid cancellation and provide me a refund as promised. I will then proceed without further notice with all legal remedies available to me, including without limitation, a lawsuit on behalf of contract fraud and conviction, the recovery of general and punitive damages. I have also contacted a class action attorney who seems interested in the case. Nothing herein should be construed as a waiver of any right or remedy, all such rights and remedies being expressly reserved. Please govern your actions accordingly.

Very truly yours,

  
Alan Kheel





## Superior Court of California, County of Los Angeles

### **ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

**THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.**

**CROSS-COMPLAINANTS** must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

#### **What is ADR?**

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

#### **Advantages of ADR**

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

#### **Disadvantages of ADR**

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

#### **Main Types of ADR**

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

#### **Mediation may be appropriate when the parties**

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

#### **Mediation may not be appropriate when the parties**

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

## How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Case Manager Elizabeth Sanchez, [elizabeth@adrservices.com](mailto:elizabeth@adrservices.com) (949) 863-9800
- **JAMS, Inc.** Assistant Manager Reggie Joseph, [RJoseph@jamsadr.com](mailto:RJoseph@jamsadr.com) (310) 309-6209
- **Mediation Center of Los Angeles** Program Manager [info@mediationLA.org](mailto:info@mediationLA.org) (833) 476-9145

**These organizations cannot accept every case and they may decline cases at their discretion.** They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at [www.lacourt.org/ADR.Res.List](http://www.lacourt.org/ADR.Res.List)

**NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate or small claims cases.**

b. **Los Angeles County Dispute Resolution Programs**

<https://hrc.lacounty.gov/wp-content/uploads/2020/05/DRP-Fact-Sheet-23October19-Current-as-of-October-2019-1.pdf>

Day of trial mediation programs have been paused until further notice.

**Online Dispute Resolution (ODR).** Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case.

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <http://www.lacourt.org/division/civil/C10047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/C10109.aspx>  
For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>



2019-GEN-014-00

**FILED**  
Superior Court of California  
County of Los Angeles

**MAY 03 2019**

Sherril R. Carter, Executive Officer/Clerk  
By *Rizalinda Mina*, Deputy  
Rizalinda Mina

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

IN RE LOS ANGELES SUPERIOR COURT ) FIRST AMENDED GENERAL ORDER  
— MANDATORY ELECTRONIC FILING )  
FOR CIVIL )  
)  
)  
)

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

- a) **“Bookmark”** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
- b) **“Efiling Portal”** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
- c) **“Electronic Envelope”** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
- d) **“Electronic Filing”** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

- 1 e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a  
2 person or entity that receives an electronic filing from a party for retransmission to the Court.  
3 In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an  
4 agent of the Court. (California Rules of Court, rule 2.250(b)(8).)
- 5 f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of  
6 Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision  
7 (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule  
8 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or  
9 process attached to or logically associated with an electronic record and executed or adopted  
10 by a person with the intent to sign the electronic record.
- 11 g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place  
12 in a hypertext or hypermedia document to another in the same or different document.
- 13 h) **“Portable Document Format”** A digital document format that preserves all fonts,  
14 formatting, colors and graphics of the original source document, regardless of the application  
15 platform used.
- 16 2) **MANDATORY ELECTRONIC FILING**
- 17 a) **Trial Court Records**
- 18 Pursuant to Government Code section 68150, trial court records may be created, maintained,  
19 and preserved in electronic format. Any document that the Court receives electronically must  
20 be clerically processed and must satisfy all legal filing requirements in order to be filed as an  
21 official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).
- 22 b) **Represented Litigants**
- 23 Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to  
24 electronically file documents with the Court through an approved EFSP.
- 25 c) **Public Notice**
- 26 The Court has issued a Public Notice with effective dates the Court required parties to  
27 electronically file documents through one or more approved EFSPs. Public Notices containing  
28 effective dates and the list of EFSPs are available on the Court’s website, at [www.lacourt.org](http://www.lacourt.org).

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

d) Documents in Related Cases

Documents in related cases must be electronically filed in the eFiling portal for that case type if electronic filing has been implemented in that case type, regardless of whether the case has been related to a Civil case.

3) EXEMPT LITIGANTS

a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt from mandatory electronic filing requirements.

b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused from filing documents electronically and be permitted to file documents by conventional means if the party shows undue hardship or significant prejudice.

4) EXEMPT FILINGS

a) The following documents shall not be filed electronically:

i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of Civil Procedure sections 170.6 or 170.3;

ii) Bonds/Undertaking documents;

iii) Trial and Evidentiary Hearing Exhibits

iv) Any ex parte application that is filed concurrently with a new complaint including those that will be handled by a Writs and Receivers department in the Mosk courthouse; and

v) Documents submitted conditionally under seal. The actual motion or application shall be electronically filed. A courtesy copy of the electronically filed motion or application to submit documents conditionally under seal must be provided with the documents submitted conditionally under seal.

b) Lodgments

Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

//

//

1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

2 Electronic filing service providers must obtain and manage registration information for persons  
3 and entities electronically filing with the court.

4 6) TECHNICAL REQUIREMENTS

5 a) Electronic documents must be electronically filed in PDF, text searchable format **when**  
6 technologically feasible without impairment of the document's image.

7 b) The table of contents for any filing must be bookmarked.

8 c) Electronic documents, including but not limited to, declarations, proofs of service, and  
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule  
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked  
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the  
12 bookedmarked item and briefly describe the item.

13 d) Attachments to primary documents must be bookmarked. Examples include, but are not  
14 limited to, the following:

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly  
23 encouraged.

24 f) Accompanying Documents

25 Each document accompanying a single pleading must be electronically filed as a **separate**  
26 digital PDF document.

27 g) Multiple Documents

28 Multiple documents relating to one case can be uploaded in one envelope transaction.

1 h) Writs and Abstracts

2 Writs and Abstracts must be submitted as a separate electronic envelope.

3 i) Sealed Documents

4 If and when a judicial officer orders documents to be filed under seal, those documents must be  
5 filed electronically (unless exempted under paragraph 4); the burden of accurately designating  
6 the documents as sealed at the time of electronic submission is the submitting party's  
7 responsibility.

8 j) Redaction

9 Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to  
10 redact confidential information (such as using initials for names of minors, using the last four  
11 digits of a social security number, and using the year for date of birth) so that the information  
12 shall not be publicly displayed.

13 7) ELECTRONIC FILING SCHEDULE

14 a) Filed Date

15 i) Any document received electronically by the court between 12:00 am and 11:59:59 pm  
16 shall be deemed to have been effectively filed on that court day if accepted for filing. Any  
17 document received electronically on a non-court day, is deemed to have been effectively  
18 filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code  
19 Civ. Proc. § 1010.6(b)(3).)

20 ii) Notwithstanding any other provision of this order, if a digital document is not filed in due  
21 course because of: (1) an interruption in service; (2) a transmission error that is not the  
22 fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may  
23 order, either on its own motion or by noticed motion submitted with a declaration for Court  
24 consideration, that the document be deemed filed and/or that the document's filing date  
25 conform to the attempted transmission date.

26 8) EX PARTE APPLICATIONS

27 a) Ex parte applications and all documents in support thereof must be electronically filed no later  
28 than 10:00 a.m. the court day before the ex parte hearing.



1 b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the  
2 day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte  
3 application must be provided to the court the day of the ex parte hearing.

4 9) PRINTED COURTESY COPIES

5 a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must  
6 be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If  
7 the efiled is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom  
8 by 10:00 a.m. the next business day.

9 b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of  
10 electronic submission) is required for the following documents:

- 11 i) Any printed document required pursuant to a Standing or General Order;
- 12 ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26  
13 pages or more;
- 14 iii) Pleadings and motions that include points and authorities;
- 15 iv) Demurrers;
- 16 v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
- 17 vi) Motions for Summary Judgment/Adjudication; and
- 18 vii) Motions to Compel Further Discovery.

19 c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of  
20 additional documents. Courtroom specific courtesy copy guidelines can be found at  
21 [www.lacourt.org](http://www.lacourt.org) on the Civil webpage under "Courtroom Information."

22 10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

23 a) Fees and costs associated with electronic filing must be waived for any litigant who has  
24 received a fee waiver. (California Rules of Court, rules 2.253(b)(1), 2.258(b), Code Civ. Proc. §  
25 1010.6(d)(2).)

26 b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure  
27 section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be  
28 electronically filed in any authorized action or proceeding.

1 11) SIGNATURES ON ELECTRONIC FILING

2 For purposes of this General Order, all electronic filings must be in compliance with California  
3 Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil  
4 Division of the Los Angeles County Superior Court.

5  
6 This First Amended General Order supersedes any previous order related to electronic filing,  
7 and is effective immediately, and is to remain in effect until otherwise ordered by the Civil  
8 Supervising Judge and/or Presiding Judge.

9  
10 DATED: May 3, 2019



11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
*Kevin C. Brazile*  
\_\_\_\_\_  
KEVIN C. BRAZILE  
Presiding Judge



## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California  
County of Los Angeles



Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association  
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:     TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	STATE BAR NUMBER   	Reserved for Clerk's File Stamp          
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>		CASE NUMBER:

**This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.**

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
  - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
  - b. Initial mutual exchanges of documents at the “core” of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered “core.” In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered “core.”);
  - c. Exchange of names and contact information of witnesses;
  - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
  - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
  - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
  - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
--------------	--------------

- discussed in the “Alternative Dispute Resolution (ADR) Information Package” served with the complaint;
- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.lacourt.org](http://www.lacourt.org) under “Civil” and then under “General Information”).
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_ for the complaint, and \_\_\_\_\_ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at [www.lacourt.org](http://www.lacourt.org) under “Civil”, click on “General Information”, then click on “Voluntary Efficient Litigation Stipulations”.  
(INSERT DATE) (INSERT DATE)
  3. The parties will prepare a joint report titled “Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties’ efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
  4. References to “days” mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____ <small>(ATTORNEY FOR PLAINTIFF)</small>
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____ <small>(ATTORNEY FOR DEFENDANT)</small>
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____ <small>(ATTORNEY FOR DEFENDANT)</small>
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____ <small>(ATTORNEY FOR DEFENDANT)</small>
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____ <small>(ATTORNEY FOR _____)</small>
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____ <small>(ATTORNEY FOR _____)</small>
Date: _____ <small>(TYPE OR PRINT NAME)</small>	➤	_____ <small>(ATTORNEY FOR _____)</small>

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION – DISCOVERY RESOLUTION</b>			CASE NUMBER:

**This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.**

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
  - a. The party requesting the Informal Discovery Conference will:
    - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
    - ii. Include a brief summary of the dispute and specify the relief requested; and
    - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
  - b. Any Answer to a Request for Informal Discovery Conference must:
    - i. Also be filed on the approved form (copy attached);
    - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
--------------	--------------

- iii. Be filed within two (2) court days of receipt of the Request; and
  - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a “specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing,” within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to “days” mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
--------------	--------------

**The following parties stipulate:**

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

**Print**

**Save**

**Clear**

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>INFORMAL DISCOVERY CONFERENCE</b> (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

1. This document relates to:
  - Request for Informal Discovery Conference
  - Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: \_\_\_\_\_ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (insert date 20 calendar days following filing of the Request).
4. **For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.**



NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		CASE NUMBER:
<b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>		

**This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.**

**The parties agree that:**

1. At least \_\_\_\_ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
  - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
  - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
--------------	--------------

**The following parties stipulate:**

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

**THE COURT SO ORDERS.**

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDICIAL OFFICER

**Print**

**Save**

**Clear**

**FILED**  
LOS ANGELES SUPERIOR COURT

MAY 11 2011

JOHN A. CLARKE, CLERK  
*N. Navarro*  
BY NANCY NAVARRO, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

<p>General Order Re Use of Voluntary Efficient Litigation Stipulations</p>	}	<p>ORDER PURSUANT TO CCP 1054(a), EXTENDING TIME TO RESPOND BY 30 DAYS WHEN PARTIES AGREE TO EARLY ORGANIZATIONAL MEETING STIPULATION</p>
--	---	---

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"

1           Whereas the Early Organizational Meeting Stipulation is intended to encourage  
2 cooperation among the parties at an early stage in litigation in order to achieve  
3 litigation efficiencies;

4           Whereas it is intended that use of the Early Organizational Meeting Stipulation  
5 will promote economic case resolution and judicial efficiency;

6           Whereas, in order to promote a meaningful discussion of pleading issues at the  
7 Early Organizational Meeting and potentially to reduce the need for motions to  
8 challenge the pleadings, it is necessary to allow additional time to conduct the Early  
9 Organizational Meeting before the time to respond to a complaint or cross complaint  
10 has expired;

11           Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in  
12 which an action is pending to extend for not more than 30 days the time to respond to  
13 a pleading "upon good cause shown";

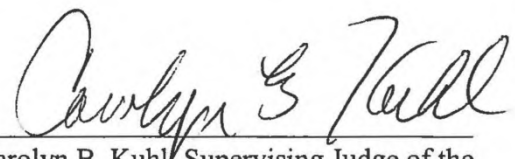
14           Now, therefore, this Court hereby finds that there is good cause to extend for 30  
15 days the time to respond to a complaint or to a cross complaint in any action in which  
16 the parties have entered into the Early Organizational Meeting Stipulation. This finding  
17 of good cause is based on the anticipated judicial efficiency and benefits of economic  
18 case resolution that the Early Organizational Meeting Stipulation is intended to  
19 promote.

20           IT IS HEREBY ORDERED that, in any case in which the parties have entered  
21 into an Early Organizational Meeting Stipulation, the time for a defending party to  
22 respond to a complaint or cross complaint shall be extended by the 30 days permitted  
23

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

by Code of Civil Procedure section 1054(a) without further need of a specific court order.

DATED: May 11, 2011

  
\_\_\_\_\_  
Carolyn B. Kuhl, Supervising Judge of the  
Civil Departments, Los Angeles Superior Court

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b>	<small>Reserved for Clerk's File Stamp</small>  <b>FILED</b> Superior Court of California County of Los Angeles <b>04/18/2022</b> Sherri R. Carter, Executive Officer / Clerk of Court By: <u>          E. Chavez          </u> Deputy
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	
<b>NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE</b>	
<b>Your case is assigned for all purposes to the judicial officer indicated below.</b>	CASE NUMBER: <b>22STCV12935</b>

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Kenneth R. Freeman	14					

Given to the Plaintiff/Cross-Complainant/Attorney of Record           Sherri R. Carter, Executive Officer / Clerk of Court            
 on 04/19/2022 (Date) By           E. Chavez          , Deputy Clerk



**INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

**APPLICATION**

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

**PRIORITY OVER OTHER RULES**

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

**CHALLENGE TO ASSIGNED JUDGE**

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

**TIME STANDARDS**

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

**COMPLAINTS**

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

**CROSS-COMPLAINTS**

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

**STATUS CONFERENCE**

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

**FINAL STATUS CONFERENCE**

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

**SANCTIONS**

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

**This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.**

**Class Actions**

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

**\*Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Todd M. Friedman, Esq. SBN 216752 Law Offices of Todd M. Friedman 21031 Ventura Blvd., Suite 340 Woodland Hills, CA 91364 TELEPHONE NO.: 323-306-4234 FAX NO.: 866-633-0228 ATTORNEY FOR (Name): Plaintiff, Alan Kheel		<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles</b> STREET ADDRESS: 111 N Hill St MAILING ADDRESS: 111 N Hill St CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		
CASE NAME: Alan Kheel v. FCA US LLC		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <b>22STCV12935</b> JUDGE: DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	--

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |   |  |
|---|--|
| a. <input checked="" type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence   | f. <input checked="" type="checkbox"/> Substantial postjudgment judicial supervision   |
3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive
4. Number of causes of action (specify): 3
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 18, 2022  
 Todd M. Friedman

Todd M. Friedman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

<b>NOTICE</b>
<ul style="list-style-type: none"> <li>Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.</li> <li>File this cover sheet in addition to any cover sheet required by local court rule.</li> <li>If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on <b>all</b> other parties to the action or proceeding.</li> <li>Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.</li> </ul>

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES****Auto Tort**

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

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

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

**Non-PI/PD/WD (Other) Tort**

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

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

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

**Real Property**

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

**Unlawful Detainer**

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

**Judicial Review**

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

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

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

**Enforcement of Judgment**

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

**Miscellaneous Civil Complaint**

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

**Miscellaneous Civil Petition**

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

SHORT TITLE: Alan Kheel v. FCA US LLC	CASE NUMBER <b style="font-size: 1.2em;">22STCV12935</b>
---------------------------------------	---

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.**

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

**Applicable Reasons for Choosing Court Filing Location (Column C)**

- |  |   |
|--|---|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.<br>2. Permissive filing in central district.<br>3. Location where cause of action arose.<br>4. Mandatory personal injury filing in North District.<br>5. Location where performance required or defendant resides.<br>6. Location of property or permanently garaged vehicle. | 7. Location where petitioner resides.<br>8. Location wherein defendant/respondent functions wholly.<br>9. Location where one or more of the parties reside.<br>10. Location of Labor Commissioner Office.<br>11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
|--|---|

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
<b>Auto Tort</b>	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
<b>Other Personal Injury/Property Damage/Wrongful Death Tort</b>	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	1, 11
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11	

SHORT TITLE: Alan Kheel v. FCA US LLC	CASE NUMBER <b>22STCV12935</b>
---------------------------------------	-----------------------------------

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
<b>Non-Personal Injury/ Property Damage/Wrongful Death Tort</b>	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	<input checked="" type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
<b>Employment</b>	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10
<b>Contract</b>	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1, 2, 3, 5	
	<input type="checkbox"/> A6031 Tortious Interference	1, 2, 3, 5	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9	
<b>Real Property</b>	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels_____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 6
<input type="checkbox"/> A6032 Quiet Title		2, 6	
<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2, 6	
<b>Unlawful Detainer</b>	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11



SHORT TITLE: Alan Kheel v. FCA US LLC	CASE NUMBER <b>22STCV12935</b>
---------------------------------------	-----------------------------------

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Judicial Review</b>	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2, 8
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8	
<b>Provisionally Complex Litigation</b>	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
<b>Enforcement of Judgment</b>	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
<b>Miscellaneous Civil Complaints</b>	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8		
<b>Miscellaneous Civil Petitions</b>	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
		<input type="checkbox"/> A6190 Election Contest	2
		<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> A6100 Other Civil Petition		2, 9	



SHORT TITLE: Alan Kheel v. FCA US LLC	CASE NUMBER <b>22STCV12935</b>
---------------------------------------	-----------------------------------

**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

<b>REASON:</b> <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.	<b>ADDRESS:</b> 4627 Hurford Terrace		
<b>CITY:</b> Encino	<b>STATE:</b> CA	<b>ZIP CODE:</b> 91436	

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: April 18, 2022

*Todd M. Friedman*  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

FCA US LLC,

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

ALAN KHEEL, individually and on behalf of all others similarly situated,

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Stanley Mosk Courthouse  
111 N Hill St  
Los Angeles, CA 90012

CASE NUMBER:  
(Número del Caso):  
**22STCV12935**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Todd M. Friedman, 21031 Ventura Blvd., Suite 340, Woodland Hills, CA 91364, 323-306-4234

DATE: 04/18/2022  
(Fecha)

Clerk, by E. Chavez, Deputy  
(Secretario) Sherri R. Carter Executive Officer / Clerk of Court (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**NOTICE TO THE PERSON SERVED:** You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date):

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 14

**22STCV12935**  
**ALAN KHEEL vs FCA US LLC**

May 3, 2022  
10:00 AM

Judge: Honorable Kenneth R. Freeman  
Judicial Assistant: B. Guerrero  
Courtroom Assistant: E. Menjivar

CSR: None  
ERM: None  
Deputy Sheriff: None

---

---

**APPEARANCES:**

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

---

---

**NATURE OF PROCEEDINGS:** Court Order Regarding Newly Filed Class Action;

By this order, the Court determines this case to be Complex according to Rule 3.400 of the California Rules of Court. The Clerk's Office has assigned this case to this department for all purposes.

Pursuant to Government Code Sections 70616(a) and 70616(b), a single complex fee of one thousand dollars (\$1,000.00) must be paid on behalf of all plaintiffs. For defendants, a complex fee of one thousand dollars (\$1,000.00) must be paid for each defendant, intervenor, respondent or adverse party, not to exceed, for each separate case number, a total of eighteen thousand dollars (\$18,000.00), collected from all defendants, intervenors, respondents, or adverse parties. All such fees are ordered to be paid to Los Angeles Superior Court, within ten (10) days of service of this order.

By this order, the Court stays the case, except for service of the Summons and Complaint. The stay continues at least until the Initial Status Conference. Initial Status Conference is set for 07/08/2022 at 10:00 AM in this department. At least ten (10) days prior to the Initial Status Conference, counsel for all parties must discuss the issues set forth in the Initial Status Conference Order issued this date. Counsel must file a Joint Initial Status Conference Response Statement five (5) court days before the Initial Status Conference.

The Initial Status Conference Order, served concurrently with this Minute Order, is to help the Court and the parties manage this complex case by developing an orderly schedule for briefing, discovery, and court hearings. The parties are informally encouraged to exchange documents and information as may be useful for case evaluation.

Responsive pleadings shall not be filed until further Order of the Court. Parties must file a Notice of Appearance in lieu of an Answer or other responsive pleading. The filing of a Notice of Appearance shall not constitute a waiver of any substantive or procedural challenge to the

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 14

**22STCV12935**

**ALAN KHEEL vs FCA US LLC**

May 3, 2022

10:00 AM

Judge: Honorable Kenneth R. Freeman

CSR: None

Judicial Assistant: B. Guerrero

ERM: None

Courtroom Assistant: E. Menjivar

Deputy Sheriff: None

---

---

Complaint. Nothing in this order stays the time for filing an Affidavit of Prejudice pursuant to Code of Civil Procedure Section 170.6. Nothing in this order stays the filing of an Amended Complaint pursuant to Labor Code Section 2699.3(a)(2)(C) by a plaintiff wishing to add a Private Attorney General Act (“PAGA”) claim.

For information on electronic filing in the Complex Courts, please refer to <https://www.lacourt.org/division/efiling/efiling2.aspx#civil>. See, in particular, the link therein for “Complex Civil efileing.” Parties shall file all documents in conformity with the Presiding Judge’s First Amended General Order of May 3, 2019, particularly including the provisions therein requiring Bookmarking with links to primary documents and citations; that Order is available on the Court’s website at the link shown above.

For efficiency in communication with counsel, the complex program requires the parties in every new case to use an approved third-party cloud service that provides an electronic message board. In order to facilitate communication with counsel prior to the Initial Status Conference, the parties must sign-up with the e-service provider at least ten (10) court days in advance of the Initial Status Conference and advise the Court which provider was selected.

The court has implemented LACourtConnect to allow attorneys, self-represented litigants and parties to make audio or video appearances in Los Angeles County courtrooms. LACourtConnect technology provides a secure, safe and convenient way to attend hearings remotely. A key element of the Court’s Access LACourt YOUR WAY program to provide services and access to justice, LACourtConnect is intended to enhance social distancing and change the traditional in-person courtroom appearance model. See <https://my.lacourt.org/laccwelcome> for more information.

This Complex Courtroom does not use Los Angeles Superior Court’s Court Reservation (“CRS”) portal to reserve motion hearing dates. Rather, counsel may secure dates by calling the Courtroom Assistant at 213-310-70xx with the “xx” being the Department number, e.g. Dept. 1 is 01 and Dept. 10 is 10.

Court reporters are not provided for hearings or trials. The parties should make their own arrangements for any hearing where a transcript is desired.

If you believe a party or witness will need an interpreter, see the court’s website for information on how to make such a request in a timely manner. <https://www.lacourt.org/irud/UI/index.aspx>

Counsel are directed to access the following link for further information on procedures in the

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 14

**22STCV12935**  
**ALAN KHEEL vs FCA US LLC**

May 3, 2022  
10:00 AM

Judge: Honorable Kenneth R. Freeman  
Judicial Assistant: B. Guerrero  
Courtroom Assistant: E. Menjivar

CSR: None  
ERM: None  
Deputy Sheriff: None

---

Complex litigation Program courtrooms: <https://www.lacourt.org/division/civil/CI0042.aspx>.

The plaintiff must serve a copy of this minute order and the attached Initial Status Conference Order on all parties forthwith and file a Proof of Service in this department within seven (7) days of service.

Certificate of Mailing is attached.

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b>	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	<b>FILED</b> Superior Court of California County of Los Angeles <b>05/03/2022</b>
PLAINTIFF/PETITIONER: Alan Kheel	Sherri R. Carter, Executive Officer / Clerk of Court By: <u>          B. Guerrero          </u> Deputy
DEFENDANT/RESPONDENT: FCA US LLC	
<b>CERTIFICATE OF MAILING</b>	CASE NUMBER: 22STCV12935

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order (Court Order Regarding Newly Filed Class Action;) of 05/03/2022, Initial Status Conference Order upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Todd Michael Friedman  
Law Offices of Todd M. Friedman, P.C.  
21031 Ventura Blvd.  
Suite 340  
Woodland Hills, CA 91364

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 05/3/2022

By: B. Guerrero  
Deputy Clerk

**CERTIFICATE OF MAILING**



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FILED**  
Superior Court of California  
County of Los Angeles  
**MAY 03 2022**  
Sherri R. Carter, Executive Officer/Clerk of Court  
By Berta Guerrero Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CENTRAL DISTRICT

ALAN KHEEL  
Plaintiff,  
vs.  
FCA US LLC, et al  
Defendants.

Case No. 22STCV12935  
INITIAL STATUS CONFERENCE ORDER  
(COMPLEX LITIGATION PROGRAM)  
Case Assigned for All Purposes to  
Judge Kenneth R. Freeman  
Department: 14  
Date: July 8, 2022  
Time: 10:00 a.m.

Due to the pandemic and the urgent need to avoid court appearances, the parties MUST sign up with an e- service provider at least ten court days in advance of the Initial Status Conference and advise the Court, via email to [sscdept14@lacourt.org](mailto:sscdept14@lacourt.org), which provider was selected.

This case has been assigned for all purposes to Judge Kenneth R. Freeman in the Complex Litigation Program. An Initial Status Conference is set for **July 8, 2022, at 10:00 a.m., in Department 14** located in the **Spring Street Courthouse**, at United States District Court, at 312 N. Spring Street, Los Angeles, California 90012. Counsel for all the parties are ordered to attend.

The Court orders counsel to prepare for the Initial Status Conference by identifying and discussing the central legal and factual issues in the case. Counsel for plaintiff is ordered to

1 initiate contact with counsel for defense to begin this process. Counsel then must negotiate and  
2 agree, as possible, on a case management plan. To this end, counsel must file a Joint Initial Status  
3 Conference Class Action Response Statement ten (10) court days ( **June 24, 2022**) before the  
4 Initial Status Conference. The Joint Response Statement must be filed on line-numbered pleading  
5 paper and must specifically answer each of the below-numbered questions. Do not the use the  
6 Judicial Council Form CM-110 (Case Management Statement) for this purpose.

7  
8 **1. PARTIES AND COUNSEL:** Please list all presently-named class representatives and  
9 presently-named defendants, together with all counsel of record, including counsel's contact and  
10 email information.

11 **2. POTENTIAL ADDITIONAL PARTIES:** Does any plaintiff presently intend to add  
12 more class representatives? If so, and if known, by what date and by what name? Does any  
13 plaintiff presently intend to name more defendants? If so, and if known, by what date and by what  
14 name? Does any appearing defendant presently intend to file a cross-complaint? If so, who will  
15 be named.

16  
17 **3. IMPROPERLY NAMED DEFENDANT(S):** If the complaint names the wrong  
18 person or entity, please explain.

19 **4. ADEQUACY OF PROPOSED CLASS REPRESENTATIVE(S):** If any party  
20 believes one or more named plaintiffs might not be an adequate class representative, please  
21 explain. No prejudice will attach to these responses.

22 **5. ESTIMATED CLASS SIZE:** Please discuss and indicate the estimated class size.

23  
24 **6. OTHER ACTIONS WITH OVERLAPPING CLASS DEFINITIONS:** Please list  
25 other cases with overlapping class definitions. Please identify the court, the short caption title, the  
26 docket number, and the case status.

27 **7. POTENTIALLY RELEVANT ARBITRATION AND/OR CLASS ACTION**  
28



15-  
16-  
17-  
18-  
19-  
20-

1 **WAIVER CLAUSES:** Please include a sample of any clause of this sort. Opposing parties must  
2 summarize their views on this issue.

3 **8. POTENTIAL EARLY CRUCIAL MOTIONS:** Opposing counsel are to identify and  
4 describe the significant core issues in the case. Counsel then are to identify efficient ways to  
5 resolve those issues. The vehicles include:

- 6 ■ Early motions in limine,
- 7 ■ Early motions about particular jury instructions,
- 8 ■ Demurrers,
- 9 ■ Motions to strike,
- 10 ■ Motions for judgment on the pleadings, and
- 11 ■ Motions for summary judgment and summary adjudication.
- 12
- 13

14 **9. CLASS CONTACT INFORMATION:** Does plaintiff need class contact information  
15 from the defendant's records? If so, do the parties consent to an "opt-out" notice process (as  
16 approved in *Belaire-West Landscape, Inc. v. Superior Court* (2007) 149 Cal.App.4th 554, 561) to  
17 precede defense delivery of this information to plaintiff's counsel? If the parties agree on the  
18 notice process, who should pay for it? Should there be a third-party administrator?

19 **10. PROTECTIVE ORDERS:** Parties considering an order to protect confidential  
20 information from general disclosure should begin with the model protective orders found on the  
21 Los Angeles Superior Court Website under "Civil Tools for Litigators."

22 **11. DISCOVERY:** Please discuss discovery. Do the parties agree on a plan? If not, can  
23 the parties negotiate a compromise? At minimum, please summarize each side's views on  
24 discovery. The Court generally allows discovery on matters relevant to class certification, which  
25 (depending on circumstances) may include factual issues also touching the merits. The Court  
26 generally does not permit extensive or expensive discovery relevant only to the merits (for  
27  
28

1 example, detailed damages discovery) unless a persuasive showing establishes early need. If any  
2 party seeks discovery from absent class members, please estimate how many, and also state the  
3 kind of discovery you propose<sup>1</sup>.

4 **12. INSURANCE COVERAGE:** Please state if there is insurance for indemnity or  
5 reimbursement.

6 **13. ALTERNATIVE DISPUTE RESOLUTION:** Please discuss ADR and state each  
7 party's position about it. If pertinent, how can the Court help identify the correct neutral and  
8 prepare the case for a successful settlement negotiation?  
9

10 **14. TIMELINE FOR CASE MANAGEMENT:** Please recommend dates and times for  
11 the following:

- 12 ■ The next status conference,
- 13 ■ A schedule for alternative dispute resolution, if it is relevant,
- 14 ■ A filing deadline for the motion for class certification, and
- 15 ■ Filing deadlines and descriptions for other anticipated non-discovery motions.

16 **15. ELECTRONIC SERVICE OF PAPERS:** For efficiency the complex program  
17 requires the parties in every new case to use a third-party cloud service. While the parties are free  
18 to choose one of the services shown below, this Court (Department 14) prefers that the parties  
19 select:  
20

- 21 ■ Case Anywhere (<http://www.caseanywhere.com>).

22 The parties are not required to select Case Anywhere, but may chose instead either

- 23 ■ File & Serve Xpress (<https://secure.fileandservexpress.com>) or
- 24 ■ CaseHomePage (<http://www.casehomepage.com>).

25  
26  
27 <sup>1</sup> See California Rule of Court, Rule 3.768.  
28



1 Please agree on one and submit the parties' choice when filing the Joint Initial Status  
2 Conference Class Action Response Statement. If there is agreement, please identify the vendor. If  
3 parties cannot agree, the Court will select the vendor at the Initial Status Conference. Electronic  
4 service is not the same as electronic filing. Only traditional methods of filing by physical delivery  
5 of original papers or by fax filing are presently acceptable.

6 **Reminder When Seeking To Dismiss Or To Obtain Settlement Approval:**

7  
8 "A dismissal of an entire class action, or of any party or cause of action in a class action,  
9 requires Court approval . . . Requests for dismissal must be accompanied by a declaration setting  
10 forth the facts on which the party relies. The declaration must clearly state whether consideration,  
11 direct or indirect, is being given for the dismissal and must describe the consideration in detail."<sup>2</sup>  
12 If the parties have settled the class action, that too will require judicial approval based on a noticed  
13 motion (although it may be possible to shorten time by consent for good cause shown).

14 Pending further order of this Court, and except as otherwise provided in this Initial Status  
15 Conference Order, these proceedings are stayed in their entirety. This stay shall preclude the filing  
16 of any answer, demurrer, motion to strike, or motions challenging the jurisdiction of the Court.  
17 However, any defendant may file a Notice of Appearance for purposes of identification of counsel  
18 and preparation of a service list. The filing of such a Notice of Appearance shall be without  
19 prejudice to any challenge to the jurisdiction of the Court, substantive or procedural challenges to  
20 the Complaint, without prejudice to any affirmative defense, and without prejudice to the filing of  
21 any cross-complaint in this action. This stay is issued to assist the Court and the parties in  
22 managing this "complex" case through the development of an orderly schedule for briefing and  
23 hearings on procedural and substantive challenges to the complaint and other issues that may  
24

25  
26  
27 <sup>2</sup> California Rule of Court, Rule 3.770(a)  
28

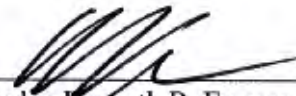
2022年5月18日

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

assist in the orderly management of these cases. This stay shall not preclude the parties from informally exchanging documents that may assist in their initial evaluation of the issues presented in this case, however shall stay all outstanding discovery requests.

Plaintiff's counsel is directed to serve a copy of this Initial Status Conference Order on counsel for all parties, or if counsel has not been identified, on all parties, within five (5) days of service of this order. If any defendant has not been served in this action, service is to be completed within twenty (20) days of the date of this order.

Dated: 5-3-2022

  
\_\_\_\_\_  
Judge Kenneth R. Freeman



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Alleges FCA US Fails to Honor Service Plan Cancellation Requests](#)

---