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THE HONORABLE RICHARD A. JONES

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

KEVIN MCCLINTIC, on behalf of himself )  
and all others similarly situated, )  
  
Plaintiff, )  
  
v. )  
  
LITHIA MOTORS, INC., )  
  
Defendant. )

No. 11-cv-00859-RAJ

**JOINT STATEMENT  
RESPONDING TO THE COURT'S  
OCTOBER 19, 2011 ORDER**

On October 19, 2011, the Court issued an Order denying a motion to intervene and addressing in part preliminary approval of a class action settlement. In discussing the requirements of Federal Rule of Civil Procedure 23(b)(3), the Court expressed some concern about whether the factual and legal questions arising from Lithia's class-wide practices predominate over individualized questions. See Order at p. 9. Specifically, because of its concern about whether consent questions are individualized, the Court posed Question 2 to the Parties (as seen below). The answer to that question demonstrates that Lithia believes that many potential class members consented to the receipt of text messages. Nevertheless, Plaintiff disputes the number of such consents and the legal sufficiency and effect of such consents. The settlement reflects a reasonable compromise of that disputed issue to avoid costly and time consuming litigation over factual and legal consent issues.

JOINT STATEMENT RESPONDING TO THE COURT'S  
OCTOBER 19, 2011 ORDER - 1

LANE POWELL PC  
1420 FIFTH AVENUE, SUITE 4100  
SEATTLE, WASHINGTON 98101-2338  
206.223.7000 FAX: 206.223.7107

1 The Court also appeared to express concern about whether the proposed settlement is  
2 fair to the unspecified number of Washington class members. *See id.* at p. 10. The answer to  
3 Question 1 demonstrates that the number of Washington class members is only 4,251 people, a  
4 relatively small number. Importantly, although those members have additional theories of  
5 liability, the claims of those members are more limited than the remedy available under the  
6 TCPA. A violation of RCW 19.190.060 is a violation of the Washington Consumer Protection  
7 Act, RCW 19.86. Under RCW 19.86.090, a person who is injured in his or her business or  
8 property may recover only “the actual damages sustained by him or her...together with the costs  
9 of the suit, including a reasonable attorney’s fee.” (emphasis added). RCW 80.36.400  
10 provides a \$500 statutory penalty for violations thereof, but that statute applies only to  
11 “automatic dialing and announcing devices.” Such a device is one that “automatically dials  
12 telephone numbers and plays a recorded message once a connection is made.” Accordingly,  
13 while Plaintiff’s counsel argued during mediation that RCW 80.36.400 prohibits text message  
14 solicitation, Lithia maintains that RCW 80.36.400 is inapplicable here. If Lithia is correct, the  
15 Washington class members would be entitled, arguably in addition to damages under the  
16 TCPA, to receive only their actual damages incurred for having received the text messages in  
17 question. As the Parties and the Court recognize, this amount is extremely small, if there are  
18 any damages at all.

19 The Court suggested having certain other concerns with respect to the fairness of the  
20 class action settlement, specifically with respect to the requirement that the class members  
21 return a claim form. *See id.* at pp. 11-12. However, as is shown in the answers to the Court’s  
22 questions below, the proposed settlement is fair and reasonable, as is the requirement that class  
23 members return a claim form.

24 Pursuant to the Court’s October 19, 2011 Order, Plaintiff Kevin McClintic  
25 (“McClintic”) and Lithia Motors, Inc. (“Lithia,” and together with McClintic, the “Parties”)  
26 hereby state as follows:

- 27 1. How many of the class members are Washington residents?

1           *Answer. We currently estimate that 4,251 members of the class are Washington*  
2           *residents.*

- 3           2.       What evidence supports the notion that some or all class members had given  
4           consent to receive text messages from Lithia?

5           *Answer. There are several ways in which Lithia believes that customers provided*  
6           *consent to receive text messages. First, all phone numbers that were sent text*  
7           *messages were voluntarily provided by the customers. This was Lithia and DME's*  
8           *first and only attempt at sending a solicitation text message campaign. Lithia*  
9           *acquired cell phone numbers from its customers and only attempted to contact its*  
10           *customers. Because Lithia was only attempting to contact customers who had*  
11           *voluntarily provided their cell phone numbers, Lithia reasonably believed it had*  
12           *obtained consent to send them text messages.*

13           *The Lithia customers who received the text messages at issue voluntarily*  
14           *provided their consent in various ways. For example, customers at many Lithia*  
15           *dealerships voluntarily completed forms in which they provided their name,*  
16           *address, cell phone numbers, and email addresses and specified the manner in*  
17           *which they preferred to be contacted. A copy of the form used at Lithia's Chrysler*  
18           *dealerships is attached as Exhibit A. A copy of the form used at Lithia's Jeep*  
19           *dealerships is attached as Exhibit B. A similar form used at Lithia's Toyota*  
20           *dealerships specifically grants consent to receive text messages from Lithia. A copy*  
21           *of this form is attached as Exhibit C. Additionally, some of Lithia's employees*  
22           *expressly asked customers whether Lithia may send them information via text*  
23           *messages.*

24           *The Parties, however, disagree as to whether these consents are adequate under*  
25           *the TCPA or otherwise constitute legal consent to the receipt of the messages at*  
26           *issue. The settlement reflects a reasonable compromise of this dispute in an effort*  
27           *to avoid costly and time-consuming litigation over factual and legal consent issues.*

1 3. Why did 10,000 fewer people receive the second text message from Lithia?

2 **Answer.** *The reduction in the number of persons who were sent the second text*  
3 *message was due to screening out individuals whose names appeared on the*  
4 *national do not call ("DNC") list, regardless of whether such individuals may have*  
5 *otherwise consented to receive messages from Lithia. The parties agreed that*  
6 *rather than litigate issues involving consent with respect to the second message,*  
7 *Lithia would simply make the second-message payment to those class members who*  
8 *report on their claim form that they received a second message after they attempted*  
9 *to opt out; the third party settlement administrator would still verify that delivery of*  
10 *a second message was at least attempted to such class members.*

11 4. Although DME is not a party to this litigation, class members must release their  
12 claims against DME in order to claim a settlement payment. Nothing in the  
13 settlement agreement explains DME's role in the Lithia campaign or what  
14 consideration, if any, DME has offered in the settlement. Why should class  
15 members release claims against an entity that has offered them nothing?

16 **Answer.** *DME provided certain database marketing services for Lithia, including*  
17 *assisting with development of the campaigns and administering and facilitating*  
18 *delivery of the two text message campaigns in April, 2011. DME participated in the*  
19 *mediation of this case because of its knowledge of the details of the administration*  
20 *and implementation of the text messages campaign and the creation of the message*  
21 *distribution lists. DME is participating financially in the settlement, without any*  
22 *admission of liability. There is no responsive insurance to cover the claims at issue*  
23 *in this case. In addition, had the mediation been unsuccessful, counsel for*  
24 *McClintic indicated that DME would have been joined as a party defendant. The*  
25 *two text message campaigns at issue present factual and legal issues that, from*  
26 *DME's perspective, are unique to this case. By agreeing to participate financially in*  
27 *the settlement and obtaining a release, DME would avoid potentially costly and*

1            *uncertain litigation with Plaintiff. Under these circumstances, it is reasonable and*  
2            *appropriate that DME receive a release from the class members. Courts are free to*  
3            *approve settlements in which a non-party is released. See e.g., Wal-Mart Stores,*  
4            *Inc. v. Visa U.S.A. Inc., 396 F.3d 96, 109 (2d Cir. 2005) (stating that class action*  
5            *settlements may release non-parties where the claims against the non-party being*  
6            *released were based on the same underlying factual predicate as the claims asserted*  
7            *against the parties to the action being settled; the court also noted that the released*  
8            *nonparties' contribution to the settlement further supports the court's conclusion).*

- 9            5. Do Lithia's (or DME's) records precisely identify which class members received  
10           *only a first message, which received a second message, and which received a*  
11           *second after making an attempt to opt out?*

12           **Answer.** *Neither Lithia's nor DME's records precisely identify which class*  
13           *members received only a first message, which received a second message, or which*  
14           *received a second message after making an attempt to opt-out. DME can identify*  
15           *how many of the first text messages were sent and to which numbers, how many of*  
16           *the second text messages were sent and to which numbers, and how many text*  
17           *messages were sent after an individual attempted to opt out. Accordingly, while*  
18           *DME can make an estimate based on its text message transmission attempt records,*  
19           *neither DME nor Lithia is capable of determining which people received text*  
20           *messages or the number of such text messages. DME's records only reveal whether*  
21           *the text messages (and how many text messages) were sent and successfully received*  
22           *by the individuals' cell phone carriers. DME does not know whether those text*  
23           *messages were then successfully transmitted to the cell phones such that the*  
24           *intended individuals actually received them.*

25           *Some text messages did not reach the intended recipient for mechanical or*  
26           *technical reasons. DME and Lithia are aware that certain individuals to whom they*  
27           *intended to send text messages to did not receive them, and certain individuals that*

1 they did not intend to send text messages to did receive them. Among other reasons,  
2 this happened because some cell phone numbers have been reassigned to new  
3 people since they were originally provided to Lithia by a customer. Mr. McClintic  
4 serves as a good example. Lithia intended to have text messages sent only to its  
5 customers who voluntarily provided their cell phone numbers. Mr. McClintic's cell  
6 phone number is one that previously belonged to a Lithia customer but subsequently  
7 was reassigned to Mr. McClintic. Therefore, Lithia cannot assume all of the text  
8 messages were received by the individuals on Lithia's customer list.

- 9 6. In light of the answer to the previous question, why is it necessary to require class  
10 members to return a claim form in order to receive settlement benefits?

11 **Answer.** *The class in this case is composed of the following:*

12 *All persons within the United States who received a Text Message on their*  
13 *cellular telephones from Defendant or on Defendant's behalf, at any time*  
14 *during the Class Period, including all persons within the United States who*  
*received a second Text Message from Defendant or on Defendants behalf*  
*after attempting to opt out after receiving a first Text Message.*

15 *See Dkt. No. 20 at section (III)(B) (emphasis added). Because neither Lithia's nor*  
16 *DME's records precisely identify which class members received only a first text*  
17 *message, which received a second message, or which received a second message*  
18 *after making an attempt to opt-out, it is appropriate to require class members to*  
19 *return a claim form in order to receive settlement benefits. As explained above,*  
20 *DME's records are based on transmission attempts, and there is some discrepancy*  
21 *between those who Lithia and DME attempted to send text messages to and those*  
22 *who actually received text messages. Neither Lithia nor DME should be required to*  
23 *make a payment to an individual that did not receive a text message. See e.g., In re*  
24 *Wells Fargo Loan Processor Over-time Pay Litig., No. C-07-1841 (EMC), 2011 WL*  
25 *3352460, \*7-8 (N.D. Cal. Aug. 2, 2011) (finding a substantial need for a claims*  
26 *process in a class action settlement in order to prevent defendant from*  
27 *compensating an individual not entitled to such settlement payment). Therefore,*

1 without requiring the class members to return a claim form, Lithia and DME run  
2 the risk of sending payment to an individual that did not receive a text message at  
3 all.

4 Pursuant to paragraph 6(b) of the settlement agreement (see Dkt. No. 20), Lithia  
5 will send a notice and claim form to the individuals that it attempted to send text  
6 messages to. There is a high probably that most of the individuals that Lithia and  
7 DME attempted to send text messages to actually received the messages, but Lithia  
8 and DME cannot be assured that any such text message was received. Individuals  
9 are not entitled to a settlement payment unless they actually received a text message  
10 sent in violation of the TCPA. 47 U.S.C. § 227(b)(3)(A)-(C). A claim form will  
11 require the class members to confirm that they are entitled to a settlement payment.

12 By requiring the class members to return claim forms, Lithia and DME can also  
13 confirm the addresses to which any settlement payment will be sent. Although Lithia  
14 believes it has address records for all of its customers, some of those records may  
15 not reflect the current addresses of all customers who received text messages. If a  
16 claim form is sent to the incorrect address, the Parties' third party settlement  
17 administrator will then attempt to obtain and verify the correct address to which the  
18 claim form will be sent. This process is more efficient than simply sending  
19 settlement checks to every class member and then trying to ascertain the  
20 whereabouts of those members whose checks are returned. Simply sending checks  
21 could also result in underpayment to class members whose addresses were correct.

22 The Parties took settlement negotiations very seriously, and counsel for Mr.  
23 McClintic negotiated for a significant payment to the class members who received a  
24 text message and found such text message objectionable. As counsel for Mr.  
25 McClintic learned in negotiations, the fund created by DME and Lithia is the  
26 maximum amount they are able to pay. Accordingly, the Parties determined that  
27 not only does a claims-made settlement structure make sense in light of the fact that

1            *Lithia and DME cannot identify with certainty the individuals that received text*  
2            *messages, but such a structure allows for a larger payment per class member that*  
3            *felt injured enough to submit a simple claim form. As the Court noted, “[n]o one*  
4            *suggests that any class member suffered actual damages as a result of Lithia’s text*  
5            *messages.” The Court’s Order recognizes that a claims made structure provides*  
6            *sufficient funds to meet the normal range of participation. See Dkt. No. 31 at p. 11*  
7            *(stating that “[i]n the court’s experience, 8.5% participation in a class settlement is*  
8            *well within normal range.”). And, even if more than 8.5% participate, there will*  
9            *still be a substantial payment available for class members. Lithia and DME will*  
10           *provide the class members with a pre-paid postcard as a claim form, and it is not*  
11           *burdensome to return such a claim form when the class members will receive a*  
12           *significant monetary payment as a result.*

13           *Finally, the Parties agree with the Court’s statements in footnote 5 of the Order*  
14           *with respect to the acknowledgement of the release in the claim form, and the*  
15           *Parties hereby offer to remove that language in order to further simplify the claim*  
16           *form.*

17           DATED: November 2, 2011

18           WILLIAMSON & WILLIAMS

19           *By s/Rob Williamson*  
20           *Rob Williamson, WSBA #11387*  
21           *Attorneys for Plaintiff Kevin McClintic*

22           LANE POWELL PC

23           *By s/Erin M. Wilson*  
24           *Grant S. Degginger, WSBA No. 15261*  
25           *Erin M. Wilson, WSBA No. 42454*  
26           *Attorneys for Defendant Lithia Motors, Inc.*



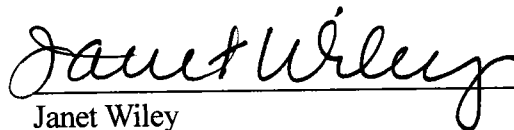
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**CERTIFICATE OF SERVICE**

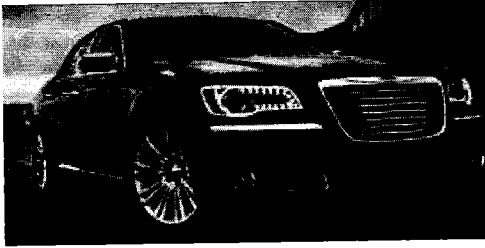
Pursuant to RCW 9.A.72.085, the undersigned certifies under penalty of perjury under the laws of the State of Washington, that on the 2<sup>nd</sup> day of November, 2011, the document attached hereto was presented to the Clerk of the Court for filing and uploading to the CM/ECF system. In accordance with their ECF registration agreement and the Court's rules, the Clerk of the Court will send e-mail notification of such filing to all CM/ECF participants and any non-CM/ECF participants will be served in accordance with the Federal Rules of Civil Procedure.

Kim Williams  
Rob Williamson  
Williamson & Williams  
17253 Agate Street NE  
Bainbridge Island, WA 98110  
E-Mail: [roblin@williamslaw.com](mailto:roblin@williamslaw.com)  
E-Mail: [kim@williamslaw.com](mailto:kim@williamslaw.com)

DATED this 2<sup>nd</sup> day of November, 2011 at Seattle, Washington.

  
Janet Wiley

# ***EXHIBIT A***



# DELIVERY CHECKLIST

## PRE-DELIVERY

To be completed and checked by Sales Consultant.

- Vehicle is equipped as indicated in the contract of sale
- Vehicle interior/exterior clean

- Delivery appointment verified (if applicable)
- Vehicle and customer paperwork prepared

- Applicable arbitration and lemon law materials in glove box
- Preset radio, clock and owner's address in Navigation system (if so equipped)

Vehicle is ready for delivery

## DELIVERY

To be reviewed/demonstrated and checked (if equipped) by Sales Consultant with customer present.

### REAR

- ParkView Rear Back-Up Camera\*
- ParkSense® Front and Rear Park Assist System\*
- Blind Spot Monitoring with Rear Cross Path Detection\*
- Spare tire stowage/removal
- LED tail lamps
- Proximity entry sensor to open trunk

### PASSENGER SIDE

- Tire Pressure Monitoring Display System
- 60/40 split-folding rear seatback
- Child Seat Anchor System (LATCH)
- Heated front and rear seats
- 8-way passenger seat with 4-way power lumbar

### FRONT

- Engine features/benefits
- Electro-hydraulic power steering
- Forward Collision Warning
- All-wheel drive
- Bi-functional halogen headlamps
- Adaptive bi-xenon headlamps
- Fog lamps
- SmartBeam™ headlamps
- Rain-sensitive wipers
- Ventilated front seats
- Acoustic windshield and front windows
- Sentry Key® anti-theft engine immobilizer
- Rain Brake Support\*

### DRIVER SIDE

- AutoStick operation
- Remote Keyless/Illuminated Entry
- Electronic Vehicle Information Center
- Vehicle security system
- Electronic Stability Control (ESC)\*
- All-Speed Traction Control\*
- Keyless Enter-N-Go
- Brake Assist\*
- ABS
- Dual power heated exterior mirrors
- Auto-dimming, auto-tilt in reverse exterior mirrors
- Variable intermittent windshield wipers
- 8-way power driver's seat with 4-way lumbar
- Power windows with one-touch up/down and remote down
- Speed-sensitive power door locks
- Express front-windows down function
- Brake-Park Interlock
- Adaptive Cruise Control\*
- Remote start system\*
- Manual and power tilt/telescopic steering column
- Cruise control
- Power adjustable pedals
- Heated steering wheel
- Memory feature (radio, exterior mirrors, power pedal, power column and seats)

### INTERIOR

- Advanced multistage front air bags\*
- Supplemental side-curtain and front-seat mounted air bags\*
- Inflatable knee air bag\*
- Reactive head restraints
- Illuminated heated and cooled cupholders
- Dual-zone automatic climate control with humidity sensor
- Uconnect Voice Command
- Uconnect Touch\* 8.4 with SIRIUS® Satellite Radio\*
- Uconnect Touch\* 8.4N with Garmin® navigation and SIRIUS Travel Link™\*\*
- HomeLink® Universal Transceiver\*
- Alpine® 6-speaker Premium Audio System
- LED interior illumination
- Power rear sunshade
- Power outlets (12-volt)
- Panoramic dual pane sunroof operation
- Real wood interior trim

### AFTER THE SALE

- 24-hour Towing Assistance benefits
- 5-Year/100,000-Mile Powertrain Limited Warranty\*
- Owner's Manual/Reference Guide
- Maintenance schedule
- Service and Parts Department introduction and business hours
- Mopar Parts & Accessories
- Appearance care (refer to DVD for details):
  - Exterior - Interior - Wheels - Headlights

Vehicle is equipped as agreed upon

\*See the disclaimer list.

## POST-DELIVERY

To be completed by Sales Consultant.

Customer's preferred contact phone numbers:

Primary: \_\_\_\_\_

Secondary: \_\_\_\_\_

Email address: \_\_\_\_\_

Customer's preferred time of contact: \_\_\_\_\_

Customer's first service appointment: \_\_\_\_\_

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

Time: \_\_\_\_\_

### CUSTOMER ACKNOWLEDGMENT

I acknowledge that all items checked above have been reviewed with me.

### SALES CONSULTANT

All items checked above have been reviewed with the customer.

# 2011 CHRYSLER® TOWN & COUNTRY DELIVERY CHECKLIST

## PRE-DELIVERY

To be completed and checked by Sales Consultant.

- Vehicle is equipped as indicated in the contract of sale
- Vehicle interior/exterior clean

- Delivery appointment verified (if applicable)
- Vehicle and customer paperwork prepared

Vehicle is ready for delivery

- Applicable arbitration and lemon law materials in glove box
- Preset radio, clock and owner's address in Navigation system (if so equipped)

## DELIVERY

To be reviewed/demonstrated and checked (if equipped) by Sales Consultant with customer present.

### REAR

- Obstacle Detection System\*
- ParkSense® Rear Park Assist System\*
- ParkView® Rear Back-Up Camera\*
- Power liftgate operation\*
- 3rd-row power folding seat with tailgate seating feature\*
- Towing capacity
- Towing package/load-leveling suspension
- Stow-N-Place roof rack
- Dual power heated exterior mirrors
- Removable flashlight

### PASSENGER SIDE

- Sliding door operation/sliding door alert system
- Child-protection sliding door locks
- Tire Pressure Monitoring System
- Stow 'n Go seating and storage
- Second-row bucket seats

### FRONT

- HID headlamps
- SmartBeam® headlamps
- Obstacle detection

### DRIVER SIDE

- SafetyTec™ package
- Electronic Stability Control (ESC)\*
- Antilock brake system
- Brake Assist
- Blind Spot Monitoring System with Rear Cross Path feature
- Remote Keyless Entry
- Power 1st- and 2nd-row windows and power 3rd-row vents
- Power adjustable pedals (and memory feature on Limited models)
- Remote start system\*
- Three-zone automatic air conditioning
- Rain-sensitive wipers
- Heated power mirrors
- Chrysler Memory System
- Super Console
- Keyless Enter-N-Go

### INTERIOR

- Fuel optimizer button
- Child Seat Anchor System (LATCH)
- 1st- and 2nd-row heated seats
- Advanced multistage air bags\*
- Side-curtain air bags\*
- Front seat mounted side air bags\*
- Integral 2nd- and 3rd-row sunshades\*
- Automatic Temperature Control
- Premium center console with power outlet

Vehicle is equipped as agreed upon

- Overhead console with conversation mirror and sunglasses compartment
- Rear overhead console – LED and halo lights
- HomeLink® Universal Transceiver\*
- DVD entertainment system with single or dual DVD capability
- Sound system operation
- Uconnect™ Multimedia featuring SIRIUS® Satellite Radio\* and SIRIUS® Backseat TV™\*
- Uconnect™ Navigation\*
- Uconnect™ Phone\*
- Sentry Key anti theft engine immobilizer
- Electronic Vehicle Information Center (EVIC)
- Sunroof operation

### AFTER THE SALE

- 5-Year/100,000-Mile Powertrain Limited Warranty\*
- 3-Year/36,000-Mile Bumper-to-Bumper Warranty w/ Roadside Assistance and corrosion protection\*
- 24-hour Towing Assistance benefits
- Owner's Manual
- Maintenance schedule
- Service and Parts Department introduction and business hours
- Appearance care (refer to DVD for details):
  - Exterior - Interior - Wheels - Headlights

\*See the disclaimer list.

## POST-DELIVERY

To be completed by Sales Consultant.

Customer's preferred contact phone numbers:

Primary: \_\_\_\_\_

Secondary: \_\_\_\_\_

Email address: \_\_\_\_\_

Customer's preferred time of contact: \_\_\_\_\_

Customer's first service appointment: \_\_\_\_\_

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

Time: \_\_\_\_\_

### CUSTOMER ACKNOWLEDGMENT

I acknowledge that all items checked above have been reviewed with me.

### SALES CONSULTANT

All items checked above have been reviewed with the customer.



# DELIVERY CHECKLIST

## PRE-DELIVERY

**To be completed and checked by Sales Consultant.**

<input type="checkbox"/> Vehicle is equipped as indicated in the contract of sale <input type="checkbox"/> Vehicle interior/exterior clean	<input type="checkbox"/> Delivery appointment verified (if applicable) <input type="checkbox"/> Vehicle and customer paperwork prepared <div style="border: 1px solid black; padding: 2px; text-align: center; margin-top: 10px;"> <input type="checkbox"/> Vehicle is ready for delivery         </div>	<input type="checkbox"/> Applicable arbitration and lemon law materials in glove box <input type="checkbox"/> Preset radio, clock and owner's address in Navigation system (if so equipped)
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## DELIVERY

**To be reviewed/demonstrated and checked (if equipped) by Sales Consultant with customer present.**

<p><b>REAR</b></p> <input type="checkbox"/> Spare tire stowage/removal <input type="checkbox"/> LED tail lamps	<p><b>DRIVER SIDE</b></p> <input type="checkbox"/> AutoStick operation <input type="checkbox"/> Remote Keyless/Illuminated Entry <input type="checkbox"/> Vehicle security system <input type="checkbox"/> Electronic Stability Control (ESC)* <input type="checkbox"/> All-Speed Traction Control <input type="checkbox"/> Brake Assist <input type="checkbox"/> ABS <input type="checkbox"/> Height-adjustable shoulder belts <input type="checkbox"/> Dual power heated exterior mirrors <input type="checkbox"/> Variable intermittent windshield wipers <input type="checkbox"/> 8-way power driver's seat <input type="checkbox"/> Power windows/door locks <input type="checkbox"/> Express front-windows down function <input type="checkbox"/> Brake-Park Interlock <input type="checkbox"/> Remote start system* <input type="checkbox"/> Tilt/telescopic steering column <input type="checkbox"/> Cruise control	<input type="checkbox"/> Media Center 130 CD/MP3 Radio (RES) <input type="checkbox"/> Media Center 430 (RBZ) <input type="checkbox"/> Media Center 430N (RHB) <input type="checkbox"/> Media Center 730N (RHR) <input type="checkbox"/> HomeLink® Universal Transceiver* <input type="checkbox"/> Boston Acoustics 6-speaker Premium Audio System <input type="checkbox"/> Power outlets (12-volt) <input type="checkbox"/> Sunroof operation
<p><b>PASSENGER SIDE</b></p> <input type="checkbox"/> Tire Pressure Monitoring System <input type="checkbox"/> 60/40 split-folding rear seatback <input type="checkbox"/> Fold-flat front-passenger seatback <input type="checkbox"/> Child Seat Anchor System (LATCH) <p><b>FRONT</b></p> <input type="checkbox"/> Engine features/benefits <input type="checkbox"/> Bi-functional halogen headlamps	<p><b>INTERIOR</b></p> <input type="checkbox"/> Advanced multistage front air bags* <input type="checkbox"/> Supplemental side-curtain and front-seat mounted air bags* <input type="checkbox"/> Sentry Key® antitheft engine immobilizer <input type="checkbox"/> Automatic climate control <input type="checkbox"/> Uconnect™ Voice Command <input type="checkbox"/> Uconnect™ Phone* <input type="checkbox"/> Uconnect™ Multimedia featuring SIRIUS Satellite Radio*	<p><b>AFTER THE SALE</b></p> <input type="checkbox"/> 24-hour Towing Assistance benefits <input type="checkbox"/> 5-Year/100,000-Mile Powertrain Limited Warranty* <input type="checkbox"/> Owner's Manual <input type="checkbox"/> Maintenance schedule <input type="checkbox"/> Service and Parts Department introduction and business hours <input type="checkbox"/> Mopar Parts & Accessories <input type="checkbox"/> Appearance care (refer to DVD for details): - Exterior - Interior - Wheels - Headlights

Vehicle is equipped as agreed upon

\*See the disclaimer list.

## POST-DELIVERY

**To be completed by Sales Consultant.**

Customer's preferred contact phone numbers: Primary: _____ Secondary: _____ Email address: _____	Customer's preferred time of contact: _____ Customer's first service appointment: Date: _____ Time: _____
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### CUSTOMER ACKNOWLEDGMENT

I acknowledge that all items checked above have been reviewed with me.

### SALES CONSULTANT

All items checked above have been reviewed with the customer.



# 2011 CHRYSLER 200 CONVERTIBLE DELIVERY CHECKLIST

## PRE-DELIVERY

To be completed and checked by Sales Consultant.

- Vehicle is equipped as indicated in the contract of sale
- Vehicle interior/exterior clean

- Delivery appointment verified (if applicable)
- Vehicle and customer paperwork prepared

Vehicle is ready for delivery

- Applicable arbitration and lemon law materials in glove box
- Preset radio, clock and owner's address in Navigation system (if so equipped)

## DELIVERY

To be reviewed/demonstrated and checked (if equipped) by Sales Consultant with customer present.

### REAR

- Spare tire stowage/removal
- LED tail lamps
- Power retractable roof
- Power top down on key fob

### PASSENGER SIDE

- Tire Pressure Monitoring System
- Child Seat Anchor System (LATCH)

### FRONT

- Engine features/benefits
- Bi-functional halogen headlamps w/LED accent lights
- Projector fog lamps

### DRIVER SIDE

- AutoStick operation
- Remote Keyless/Illuminated Entry
- Vehicle security system
- Electronic Stability Control (ESC)\*
- All-Speed Traction Control
- Brake Assist
- ABS
- Electronic Vehicle Information Center (EVIC)
- Dual power, heated exterior mirrors
- Variable intermittent windshield wipers
- 6-way power driver and front passenger seat
- Power windows/door locks
- Express front windows up/down function
- Brake-Park Interlock
- Remote start system\*
- Tilt/telescopic steering column
- Cruise control
- Sliding sun visor

### INTERIOR

- Advanced multistage front air bags\*
- Supplemental front, seat-mounted air bags\*
- Active front seat headrests
- Sentry Key® anti-theft engine immobilizer
- Automatic temperature control
- Heated seats

- Uconnect Voice Command
- Uconnect Phone\*
- Uconnect Multimedia featuring SIRIUS® Satellite Radio\*
- Media Center 130 CD/MP3 Radio
- Media Center 430
- Media Center 730N
- HomeLink® Universal Transceiver\*
- Boston Acoustics® 6-speaker Premium Audio System
- Power outlets (12 volt)

### AFTER THE SALE

- 24-hour Towing Assistance benefits
- 5-Year/100,000-Mile Powertrain Limited Warranty\*
- Owner's Manual
- Maintenance schedule
- Service and Parts Department introduction and business hours
- Mopar Parts & Accessories
- Appearance care (refer to DVD for details):
  - Exterior - Interior - Wheels - Headlights

Vehicle is equipped as agreed upon

\*See the disclaimer list.

## POST-DELIVERY

To be completed by Sales Consultant.

Customer's preferred contact phone numbers:

Primary: \_\_\_\_\_

Secondary: \_\_\_\_\_

Email address: \_\_\_\_\_

Customer's preferred time of contact: \_\_\_\_\_

Customer's first service appointment: \_\_\_\_\_

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

Time: \_\_\_\_\_

### CUSTOMER ACKNOWLEDGMENT

I acknowledge that all items checked above have been reviewed with me.

### SALES CONSULTANT

All items checked above have been reviewed with the customer.

# ***EXHIBIT B***



# DELIVERY CHECKLIST

## PRE-DELIVERY

To be completed and checked by Sales Consultant.

- Vehicle is equipped as indicated in the contract of sale (verify VIN #) \_\_\_\_\_
- Vehicle interior/exterior clean

- Delivery appointment verified (if applicable)
- Vehicle and customer paperwork prepared

- Applicable arbitration and lemon law materials in glove box
- Preset radio, clock and owner's address in Navigation system (if so equipped)

Vehicle is ready for delivery

## DELIVERY

To be reviewed/demonstrated and checked (if equipped) by Sales Consultant with customer present.  
Be sure to cover **bolded** items with every customer. Page numbers represent location item can be found in User Guide

### REAR

- Operating the rear (power) liftgate (p.8)
- Liftgate Flipper Glass (p.29)
- Cargo-area features
- Removable/rechargeable LED flashlight
- Locating the jack/spare tire (p.62)**
- ParkSense® Rear Park Assist (p.28)
- ParkView® Rear Back-Up Camera (p.29)
- Towing capacity (p.55)
- Recreational Towing (p.56)

### PASSENGER SIDE

- Fold-flat front passenger seat (p.18)
- Reclining rear seat (p.19)
- 60/40 split-folding rear-seat (p.19)
- Tire Pressure Monitoring System (p.58)

### FRONT

- 3-Year/36,000-Mile Basic Bumper-To-Bumper Warranty with Roadside Assistance
- 5-Year/100,000-Mile Powertrain Limited Warranty
- Corrosion protection warranty
- Automatic headlamps/fog lamps SmartBeam™ Intelligent headlamps (p.22)**
- Quadra-Lift® Air Suspension (p.53)**

### DRIVER SIDE

- Vehicle security system (p.12)
- Remote start system (p.9)
- Passive Entry or Remote Keyless Entry (p.9)**
- Memory System (p.17)
- Keyless ignition push-button starter (p.11)**
- Rain-sensitive wiper system (p.23)**
- Power adjusted heated mirrors (p.4)
- Automatic-dimming rearview mirror (p.24)
- Adaptive Cruise Control (p.25)
- Forward Collision Warning System (p.7)
- Electronic Stability Control incl. Electronic Roll Mitigation and Traction Control (p.59)
- Hill-Start Assist and Hill-Descent Control (p.54)
- Trailer-Sway Control
- Ready Alert Braking and Brake Assist
- Blind Spot Monitoring System with Rear Cross Path Detection (p.29)**
- Electronic Range Select (p.27)**
- Tow/Haul Mode (p.5)
- 4WD operation (p.50)
- Selec-Terrain™ System (p. 52)**
- Fuel Door Release (p.71)

Vehicle is equipped as agreed upon

### INTERIOR

- Location of Airbags (p.13)
- LATCH (p.14)
- Power driver and front passenger seats and power lumbar adjust (p.16)
- Ventilated and heated seats (p.19)
- Heated steering wheel (p.20)
- Tilt/telescoping steering column (p.21)
- Automatic temperature control (p.28)
- Electronic Vehicle Information Center (p.45)**
- Steering wheel-mounted audio controls (p.38)**
- Uconnect™ Phone incl. pairing phone (p.39)**
- Voice Command (p.41)
- iPhone "my Jeep" Application
- Media Center Radio (Uconnect® Navigation or Uconnect™ Multimedia featuring SIRIUS® Satellite Radio, **USB Operation**) (p.32)
- Rear Seat Entertainment System (p.42)
- 12-volt and 115-volt accessory outlet (p.48)
- Overhead console and HomeLink® (p.46)
- CommandView® dual-pane panoramic sunroof or power sunroof (p.30)**

### OWNERSHIP EXPERIENCE

- User Guide/Owner's Manual DVD**
- Maintenance schedule (performance service recommendations) (p.76)
- 24-hour Towing Assistance (p.58)
- Service and Parts Department introduction and business hours
- Mopar Parts & Accessories

## POST-DELIVERY

To be completed by Sales Consultant.

Customer's preferred contact phone numbers:

Primary: \_\_\_\_\_

Secondary: \_\_\_\_\_

eMail address: \_\_\_\_\_

Customer's preferred time of contact: \_\_\_\_\_

Customer's first service appointment: \_\_\_\_\_

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

Time: \_\_\_\_\_

### CUSTOMER ACKNOWLEDGEMENT

I acknowledge that all items checked above have been reviewed with me.

### SALES CONSULTANT

All items checked above have been reviewed with the customer.

Customer/Date

Sales Consultant/Date



# ***EXHIBIT C***



19001 South Western Avenue  
Torrance, CA 90501

**Toyota Financial Services Communications Consent and Acknowledgment**

At Toyota Financial Services we are continually looking for ways to improve our methods of communication to you. Additionally, it is our goal to use communication channels that meet your needs, continuing to serve you in the best, most efficient way possible. To facilitate this, we are asking for your express consent to (or if consent is not required by law, your acknowledgment of) the following. Below we use the terms "me" and "my" to refer to you a valued Toyota customer.

My dealer, and Toyota Financial Services, its affiliates (other Toyota, Lexus or Scion companies), agents and service providers or any assignees of the foregoing (individually and collectively, as applicable, "you" or "your") may call me, leave me a voice, prerecorded or artificial voice message or send me a text, email or other electronic message for any purpose related to my accounts with you, your products and services, or surveys or research (each a "Communication"). You may include my personal information in a Communication and conduct a Communication using an automated dialing machine and any contact information you have for me, including a cell phone number. You will not charge me for a Communication but my service provider may. I understand and agree, you may always communicate with me in any manner permissible by law that does not require my prior consent.

\_\_\_\_\_  
Print Name

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Print Name

\_\_\_\_\_  
Signature

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Signature

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Date

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Date