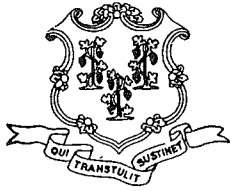


In the matter of arbitration entitled:

**Oberle vs. FCA US, LLC (Jeep)**

**Case Number: 2016-2075**



**STATE OF CONNECTICUT  
DEPARTMENT OF CONSUMER PROTECTION  
Automobile Dispute Settlement Program**



Pursuant to Connecticut General Statutes Chapter 743b, the undersigned arbitrator, Jerry P. Padula, Esq., having been duly sworn and having given due consideration to the proofs and allegations of the parties, hereby decides the following in regard to the above captioned matter:

**I. FINDINGS OF FACT**

**Erica Oberle** (the "Consumer") leased a **2016 Jeep Cherokee** (the "Vehicle") from Branhaven Chrysler Jeep Dodge located at 348 Main Street in Branford, Connecticut, 06405. The Consumer took delivery of this Vehicle on **April 4, 2016**. The registration is "passenger," "combination," or "motorcycle," as defined in section 14-1 of the Connecticut General Statutes.

After reviewing the allegations, this arbitrator deemed this case eligible for an arbitration hearing pursuant to Connecticut General Statutes Chapter 743b. The manufacturer of the subject Vehicle, FCA US, LLC (the "Manufacturer") did not contest the initial eligibility of the Vehicle in this case. Said hearing was held on **Thursday, December 1, 2016**, during which Mr. Tim Clark served as the State's Technical Expert.

**II. VEHICLE COMPLAINT & ELIGIBILITY**

The Consumer's Request for Arbitration set forth the following complaint with the subject Vehicle: An intermittent rattling-type noise emanating from the sunroof when it is in the closed position, most noticeable when driving over large bumps in the road. The Consumer claimed that the alleged defect continued to exist as of the date of the hearing.

As a result of the complaint, the Consumer made multiple visits to Executive Jeep Nissan (the "Dealership") for diagnosis, testing, and repair. Said Vehicle concern met the statutory presumption for eligibility for a loss of use, as it was subject to four repair attempts during the statutory period. A listing of the visits to the dealership for this complaint follows below:

<u>Repair Date</u>	<u>Miles</u>	<u>Complaint</u>
<b>08-19-2016</b>	<b>5,702</b>	<b>Rattling noise from the sunroof, especially when driving over large bumps</b>
<b>08-31-2016</b>	<b>5,891</b>	<b>Rattling noise from the sunroof, especially when driving over large bumps</b>
<b>09-16-2016</b>	<b>6,139</b>	<b>Rattling noise from the sunroof, especially when driving over large bumps</b>
<b>10-08-2016</b>	<b>6,175</b>	<b>Rattling noise from the sunroof, especially when driving over large bumps</b>

Given the facts presented, the Consumer's concern that a defect existed was reasonable. This is indicated by the Dealership verifying that the sunroof exhibited an abnormally loud noise when first presented for repair, and that four repairs were attempted. I note that the Manufacturer did not contest the initial eligibility of the Vehicle in this case. The Consumer was therefore found to have met the eligibility requirements of the statute in order to initiate an arbitration hearing in accordance with Chapter 743b of the Connecticut General Statutes for a loss of use.

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### III. DECISION

The arbitrator rules adversely to the Consumer. No action shall be taken by the Manufacturer.

### IV. REASONING

The documents in the record and the testimony presented at the arbitration hearing do not indicate a violation of Connecticut General Statutes Chapter 743b. In analyzing the facts in this matter, this arbitrator carefully reviewed and considered the Consumer's Request for Arbitration, the Manufacturer's Statement, the written repair records, the Technical Expert's comments, and the oral testimony and closing statements that the parties provided at the hearing. The Consumer represented herself at the hearing. Attorney Michael Gregg served as third party representative of the Manufacturer. Mr. Frank Gargano, the Service Manager from the Dealership, attended as a witness for the Manufacturer.

The Consumer claimed a substantial impairment to the use due to the Vehicle's sunroof exhibiting a noise that the Consumer judged to be abnormal. The arbitrator construed all of the Consumer's claims in her favor, including all claims made within the Request for Arbitration, together with all statements at the hearing. However, even in giving heightened deference to all of the Consumer's assertions and arguments, there is no actionable claim for relief pursuant to Chapter 743b.

The Manufacturer claimed during the hearing that the Vehicle had no defects in materials or workmanship and was performing as designed. Additionally, the Manufacturer argued that all warranty obligations had been met. The Dealership and the Manufacturer had provided technical analysis to diagnose the Vehicle concern. Several technicians worked on the Vehicle and repaired or replaced various components. During the August 19, 2016 repair visit, a technician removed the sunroof glass panel and adjusted the track. The Consumer soon reported the noise had returned. During the August 31, 2016 repair visit, a Manufacturer's "Star Case" (similar to a technical service bulletin) was found by the technician, which directed the Dealership to inspect the sunroof's plastic frame for a burr by sliding a business card in the gap. After said burr was located, it was ground smooth pursuant to the "Star Case" instructions. The Manufacturer argued that no abnormal noise had been heard after this repair.

During the September 16, 2016 repair visit, an additional "Star Case" was found by a technician. The procedure was a two-part process, and the first part was performed at this time. The sunroof seal was replaced with a new original equipment seal and special grease was employed to lubricate the assembly.

The Manufacturer's witness, Mr. Gargano, testified as to the diagnostic and repair work performed on the Consumer's Vehicle. He also had personal knowledge of the Vehicle from taking part in test driving it, as well as in supervising the technicians at the Dealership. Multiple test drives were commenced at the Dealership, and the conclusion was that the noise was normal, so the Vehicle was operating as designed. Mr. Gargano had personally test driven the Vehicle for some twenty-seven (27) miles and explained that he only heard normal "sunroof flex" from the Consumer's Vehicle. His testimony was that some movement of the sunroof is caused by movement or flex within the body, and said sunroof movement is designed into the Vehicle to prevent leaks or the breaking of the glass. In order to replicate the condition which the Consumer stated led to the sunroof noise, Mr. Gargano specifically drove the Vehicle onto Sackett Point Road, a road that is very bumpy because it gets heavy use by large trucks, including dump trucks. During this bumpy test drive, the sunroof flexed normally, and the resulting noise was normal in the opinion of Mr. Gargano.

The Consumer testified that the sunroof noise was approximately fifty percent (50%) reduced after the first repair, and further stated that by the time of the fourth repair, the noise level had diminished by seventy five to eighty percent (75-80%) from when first brought to the Dealership. In addition, the Consumer stated that

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the abnormal noise had been revealing itself only when driving over large bumps or into potholes, and further stated that between the time of the fourth repair attempt and the date of the hearing, only one noise incident had occurred. In addition, this Arbitrator asked if there were any associated water leaks or wind noise caused by the sunroof, or if the sunroof failed to properly open or tilt, and the Consumer replied that those conditions were not present.

The Manufacturer described the multiple repair attempts to be related to customer satisfaction, and the Dealer's method of obtaining reimbursement from the Manufacturer (including the technicians' time stamps) served to substantiate this claim. The record indicates that the sunroof mechanism was successfully repaired. Even given the existence of an intermittent sunroof noise as described in the record, said noise by itself is not found to be a "substantial impairment" to the use, value, or safety of the Vehicle pursuant to the definition provided within Chapter 743b of the Connecticut General Statutes.

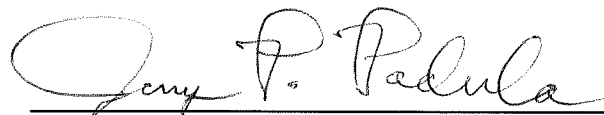
Given the ample testimony of the Manufacturer that the Consumer's Vehicle is operating as designed, I find that the subject Vehicle is not deemed to be "substantially impaired" in any way. Therefore, convincing evidence that the claimed defect caused a substantial impairment to the use, value, or safety of the Vehicle was not presented in this case. Relief pursuant to Chapter 743b is not warranted. I remind the parties that the Vehicle remains under warranty in the circumstance that any issue arises that may cause a substantial loss of use, value, or safety.

It was obvious that the Consumer was inconvenienced in both her work duties and in her personal life because of the number of visits to an authorized dealership for repair attempts. In addition, the Consumer referenced her displeasure with the condition of the Vehicle upon the start of the lease. However, the inconveniences and lease-related troubles experienced by the Consumer are unrelated to any Vehicle defect, and cannot be the basis for relief pursuant to the statute.

## **V. CONCLUSION**

Given the above facts, the Consumer did not present substantial evidence that the claimed defect or defects caused a substantial impairment to the Vehicle's use, value, or safety. Based upon the evidence, I do not find a violation of Chapter 743b. I agree with the Manufacturer's assessment of the Vehicle, as presented during the arbitration hearing and as listed in their Manufacturer's Statement, and hold that the Consumer's application will not allow relief pursuant to Chapter 743b. Accordingly, no action is being ordered on this application.

The decision of this arbitrator does not replace any other remedies available under the applicable warranties, Connecticut General Statutes Chapter 743b, or the Magnuson-Moss Warranty Federal Trade Commission Improvement Act, 88 Stat.2183 (1975), U.S.C. 2301 et seq., as in effect on October 1, 1982. Either party to the dispute may apply to Connecticut Superior Court within 30 days of receiving this decision to have the decision vacated, modified, or corrected, or within one year to have it confirmed as provided in Sections 42-181, 52-417, 52-418, 52-419, and 52-420 of the Connecticut General Statutes.



**Jerry P. Padula, Esq. - Arbitrator**

**12-09-2016**

Date