



# State of New Hampshire

DEPARTMENT OF SAFETY  
DIVISION OF MOTOR VEHICLES  
STEPHEN E. MERRILL BUILDING  
23 HAZEN DRIVE, CONCORD, NH 03305



Robert L. Quinn  
Commissioner of Safety

John Marasco  
Director of Motor Vehicles

**NEW MOTOR VEHICLE ARBITRATION**  
(603) 227-4385 TDD Access: Relay NH 1-800-735-2964

## DECISION AND ORDER

Petition in the Matter of:

Chelsea Hurst v FCA US LLC

HEARING #: 2023-00015

HEARING DATE: SEPTEMBER 12, 2023

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CONSUMER: CHELSEA HURST

REPRESENTED BY: Pro se

MANUFACTURER: FCA US LLC (Stellantis)

REPRESENTED BY: ROSEWALDORF PLLC

BOARD MEMBERS: George Dykstra, Nancy O'Brien and Joel Ginsburg

OPENING PROCEDURE:

- Persons testifying Chelsea Hurst, Consumer and Alexandra Newcomb, representing the Manufacturer, were sworn in by the Chair.
- There was a quorum of the board present for the hearing.
- The hearing was being audio-recorded and the procedure for requesting a copy explained.
- The Scope of Hearing and published authority within the Notice of Hearing issued to Consumer and Manufacturer.
- The Board Agenda Posting to the public.
- The exhibits submitted by the Consumer and Manufacturer were received in a timely manner by the Board.
- The exhibits listed (*Infra*);

**EXHIBITS:**

**Consumer**

Exhibit A- Consumer's Demand for Arbitration dated June 28 (30 pages);

Exhibit B- Final repair opportunity form dated August 2, 2023, performed.

**Manufacturer**

Exhibit 1- Manufacturer's response to Demand for Arbitration and response and acknowledgement receipt of the Consumer's Demand for Arbitration on July 10, 2023 (30 pages);

**HISTORY:**

The New Motor Vehicle Arbitration Board ("Board") received a petition for a hearing from Chelsea Hurst hereafter ("Consumer"), requesting a hearing before the New Motor Vehicle Arbitration Board ("Board" or "NMVAB"). A notification was sent to the Consumer and to the Manufacturer providing the forms and communication(s) necessary pursuant to RSA 357-D:4.1 and procedures within Arb.203 (*et seq.*) to exchange with each other. The documentation submitted by the Consumer and the Manufacturer has been submitted as part of the record and has been reviewed separately by each Board Member prior to the hearing and during the hearing.

**OPENING REMARKS**

Everyone present was informed of the following:

- The Notice of Hearing explaining that this adjudicatory quasi-judicial public hearing which is conducted in accordance with RSA 357-D and Administrative Rules, Arb.100 through 200;
- The Notice and Conduct of Hearings including, but not limited to, the petition and all supporting documents shall be available for review, Arb.204.02.
- That the hearing is being electronically recorded along with the procedure to receive a copy, which shall remain available for sixty days from the date of final decision, Arb.204.06;
- The opportunity for each participant to present testimony at the hearing, explaining that persons shall give an oath or affirmation and state their name and address for the record, Arb.204.01;
- An introduction of the Board members present, Arb.204.01, (d)(3);

- The appeal procedure was explained, regarding the timeframe of thirty days, referencing RSA 541:3 and RSA 541:4.

#### OFFICIAL NOTICE:

- There is a quorum of the board present for the hearing. Arb.204.08;
- The hearing is being audio-recorded and the procedure for requesting a copy was explained. Arb.204.06;
- The Scope of Hearing and published authority within the Notice of Hearing issued to Petitioner and Manufacturer; Arb.201.01(a)(1)(2);
- The Board Agenda posting to the public and to the Consumer and Manufacturer providing the time, date, and location of the public hearing scheduled on September 12, 2023, at 9:00 AM; Arb.203.05;
- The exhibit(s) to the Manufacturer submitted by the Consumer were on the form CPMVA-2. The Manufacturer's reply on form CPMVA-1 sent to the Consumer and the Board, was timely received by the New Motor Vehicle Arbitration Board. Arb.203.01.

#### HEARING:

The Petition submitted by Ms. Chelsea Hurst (hereafter Consumer) on form CPMVA-2 Demand for Arbitration was read into the record by the Chair. The Consumer asserts that the defect substantially impairs the vehicle's market value and demands a refund. The vehicle has issues with remote start, A/C, fan stuck on high, lane departure, service 4X4, buzzing in the speakers, radio blacks out, blue tooth, hazards, auto start, and crash alert, all at random intermittent times. The vehicle has been in the shop for the same repair a minimum of (3) three times.

The Manufacturer's response on form CPMVA-1 was read into the record by the Chair. The Manufacturer asserts #06 The Consumer is or should be, satisfied with the final repair attempt #7 The manufacturer has not had a reasonable number of attempts to repair the vehicle during the express warranty period a- Not subject to at least three repair attempts fir the same defect. b-Not out of service 30 cumulative business days. No concern covered under warranty which substantially impairs use, value or safety has been subject to repair three (3) or more times. #09 The alleged defect(s) or condition(s) does not substantially impair the vehicle's use, market value or safety. #10 The consumer refuses to make the vehicle available for a final repair #12 FAC US LLC reserves the right to supplement this response.

The Consumer was informed that the Board has copies of all the documentation submitted by the Consumer and the Manufacturer, having been sent to each board member. The Board will also inspect and, as applicable, test drive the vehicle. Official Notice was taken that the documents submitted have been received by the Board.

SYNOPSIS OF TESTIMONY:

**Consumer:**

Ms. Chelsea Hurst testified in response to questions of the Chair that the vehicle is present at the hearing site; payments are current; the vehicle is currently insured; and the vehicle has been driven approximately 30,000 miles and some change and has no body damage.

The Consumer received the Manufacturer's form CPMVA-1 and did have her vehicle available for a final repair attempt by the Manufacturer on August 2, 2023. The Consumer testified that regarding the final repair, the vehicle was still not fixed as, the majority of the time that she brought it to the dealership when the issues arose the dealership had no one to look at the vehicle, and when she made an appointment, the vehicle had no signs of issues, and the dealer could not duplicate the issues. The dealer has done software updates to fix the issues, but they have not worked. All the issues are so intermittent. The Consumer was provided review of the Manufacturer's position with the Chair noting the specified listing as submitted by the Manufacturer as marked on the form CPMVA-1.

**Manufacturer**

Ms. Alexandra Newcomb testified on behalf of the manufacturer. She stated the vehicle has only been dropped off for short periods of time not giving the dealership enough time to find or fix issues with the vehicle.

**Consumer:**

The Consumer was asked if she had any questions of the Manufacturer. She just stated that no one at the dealership has ever asked her to keep her vehicle for a longer period.

CLOSING ARGUMENTS:

**Manufacturer:**

The Manufacturer argues that the vehicle is operating properly and as it should.

**DISCUSSION:**

The Board reconvened in public session after looking at and test driving the vehicle to discuss and vote on the Chelsea Hurst v. FCA US LLC hearing. Ms Chelsea Hurst was in attendance as was the Manufacturer's representative, Alexandra Newcomb. There was a quorum of the board present comprised of the same Board members hearing the testimony. The test drive started with miles of 31064 and ended with 31075. The board was not able to duplicate any issues, but the board finds based upon all the documentary evidence in favor of the consumer.

**FINAL DISPOSITION**

The Board finds, based upon all the documentary evidence and testimony presented, that this case is under the jurisdiction of the New Motor Vehicle Arbitration Board. It is therefore ORDERED: The Consumer's demand for a refund is APPROVED.

The manufacturer shall, within thirty days of this order, and upon presentation of the vehicle to an authorized dealer, remit the following amount to the consumer:

Down payment plus trade in (Derived from retail purchase agreement)

• \$3427.00 (+)

Plus, total payments made (Derived from first payment on 12.23.2022 through Hearing date of 09.2023 = 10 months @687.47/mo.

▪ \$6874.70 (+)

Plus, registration fees (From Reg-permit audit number 0812A0088178)

▪ \$425.00 (+)

Minus Milage Setback

▪ \$8687.05 (-)

**TOTAL AWARD: \$2,039.65, plus manufacturer pays off loan.**

NEW MOTOR VEHICLE ARBITRATION BOARD

Signed: \_\_\_\_\_

George Dykstra, Acting Chairman

Members participating in this action: George Dykstra, Nancy O'Brien and Joel Ginsburg

NOTICE  
APPEAL


Pursuant to New Hampshire RSA 357-D:6, parties have the right to appeal any final decision rendered by the board. Any such appeal shall be filed with the Superior Court within 30 days of the date of the written board decision. The decision of the board shall be final and shall not be modified or vacated unless, on appeal to the superior court, a party to the arbitration proceeding proves, by clear and convincing evidence, that:

- (a) The award was procured by corruption, fraud or other undue means.
- (b) There was evident partiality by the board or corruption or misconduct by the board prejudicing the rights of any party.
- (c) The board exceeded its powers.
- (d) The board refused to postpone a hearing after being shown sufficient cause to do so, refused to hear evidence material to the controversy, or otherwise conducted the hearing contrary to the rules adopted by the board so as to prejudice substantially the rights of a party.

CERTIFICATE OF SERVICE:

I HEREBY CERTIFY that copies of the foregoing decision were sent via email to Chelsea Hurst, Consumer, and FCA US LLC on this 15 day of November, 2023.

By:



Robbin Pike, NH NMVAB Board Administrator