

MICHAEL MARKSBERRY vs.

FCA US LLC f/k/a CHRYSLER GROUP LLC, et al.

DEPOSITION OF CHRISTOPHER M. EDWARDS - CORP REP

March 25, 2021



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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

MICHAEL MARKSBERRY,

Plaintiff,

vs.

Case No.

FCA US LLC f/k/a CHRYSLER GROUP

2:19-cv-02724-EFM-JPO

LLC and LANDERS MCLARTY OLATHE

KS, LLC, d/b/a OLATHE DODGE

CHRYSLER JEEP RAM,

Defendants.

REMOTE DEPOSITION OF CHRISTOPHER M. EDWARDS,

a Witness, taken on behalf of the Plaintiff before

Angela R. Corkill, CSR No. 1387, CCR No. 961,

pursuant to Notice on the 25th of March, 2021, with

all participants, including the witness, appearing

via mobile videoconference.



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NOTE: Deposition Exhibits 1 through 21 were retained
by Mr. Schmitz.



1 (Exhibits 1 through 19 previously
2 marked for identification.)

3 (Deposition commenced at 9:05 a.m.)

4 CHRISTOPHER M. EDWARDS,
5 being first duly sworn, testified under oath as
6 follows:

7 MR. SCHMITZ: Before we get started, I
8 think we need to address the standard stipulations
9 since the court reporter is not in the same room as
10 the witness. Are all the parties willing to
11 stipulate that that's an acceptable method of taking
12 the deposition?

13 MR. D'AUNOY: FCA U.S. is willing to
14 stipulate to taking the deposition with the court
15 reporter in a separate room from the witness via the
16 videoconference that we are on.

17 I will note for the record that
18 plaintiff indicated for the first time this morning
19 when we got on about ten till 9:00 that they were not
20 prepared to conduct the deposition as agreed in terms
21 of the presentation of exhibits. FCA U.S. has agreed
22 to go forward with the deposition with the
23 understanding that plaintiff will be able to present
24 exhibits to the witness via a share method on the
25 Zoom video program. FCA is reserving its right in



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1 the question, it's vague.

2 A. Can you please clarify? I don't
3 understand.

4 MR. SCHMITZ:

5 Q. You understand that you're here to
6 testify on behalf of FCA U.S. LLC. What does that
7 mean to you?

8 MR. D'AUNOY: Same objection.

9 A. I'm still not understanding.

10 MR. SCHMITZ:

11 Q. Do you understand that the testimony
12 you give here today is going to be binding upon FCA
13 U.S. LLC in this lawsuit?

14 MR. D'AUNOY: I'm just going to object
15 because that statement is legally inaccurate to the
16 extent that he provides testimony on topics that have
17 been properly noticed and that FCA U.S. has agreed to
18 provide a witness here in his corporate
19 representative capacity, that may be true, but to the
20 extent that he's testifying to any issues outside of
21 what he's been specifically designated and what's
22 been agreed upon, then it would be in his individual
23 capacity.

24 MR. SCHMITZ: Steve, I'd ask that we
25 keep the objections to objection form as is the



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1 requirement in the district in which this case is
2 pending.

3 MR. SCHMITZ:

4 Q. So I'll ask the question again. Do
5 you understand that the testimony you give here today
6 would be binding upon FCA U.S. LLC?

7 MR. D'AUNOY: Same objection, Mark,
8 and if you're asking questions that call for legal
9 conclusions, I'm going to interject. So I'm going to
10 state the same objection that you're asking this
11 witness to make a legal conclusion without even
12 knowing what questions you're going to ask, so this
13 witness nor am I are going to agree that everything
14 that you ask him today is going to be binding on the
15 company.

16 MR. SCHMITZ:

17 Q. Can you please go ahead and answer the
18 question?

19 A. Based on my advice from my attorney, I
20 don't feel comfortable answering that question.

21 Q. What is your understanding of the
22 subject matter of the lawsuit that you're here to
23 testify in today?

24 A. I have prepared for the deposition by
25 going through all of the documents that have been



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1 provided and have researched the topic at hand at
2 length.

3 Q. My question was what do you understand
4 to be that topic at hand?

5 A. The topic at hand is in regards to
6 Lifetime Powertrain Warranty.

7 Q. Do you have any other understanding
8 about the subject matter of this case, like what this
9 case is about?

10 MR. D'AUNOY: I'm going to object on
11 attorney-client privilege grounds and instruct the
12 witness not to reveal any conversations that he's had
13 with his attorneys in this case, either in-house or
14 outside attorneys, but if he knows outside of
15 conversations with the attorneys in this case, he can
16 answer.

17 A. I do not have knowledge outside of the
18 conversations with my attorney.

19 MR. SCHMITZ:

20 Q. I think my video froze up, so I didn't
21 catch the answer there. I'm sorry. Can you repeat
22 the answer?

23 A. Outside of the conversations with my
24 attorney I do not have any additional information.

25 Q. What is your understanding of the



1 claims that the plaintiff is bringing in this
2 lawsuit?

3 MR. D'AUNOY: Same objection. I'm
4 going to instruct the witness not to reveal any
5 conversations that he's had with his attorneys. But
6 if he knows outside of those conversations, he can
7 answer.

8 A. I do not have any knowledge outside of
9 conversations with my attorney.

10 MR. SCHMITZ:

11 Q. When did you learn that you were going
12 to be the designee for FCA U.S. LLC in this
13 deposition?

14 MR. D'AUNOY: I'm going to object to
15 the extent that that might call for attorney-client
16 privileged communications. The witness can answer as
17 to the date, but I'd instruct the witness not to
18 reveal anything about the substance of the
19 conversations that he's had with his lawyers.

20 A. The timeframe was in early January. I
21 do not know the exact date.

22 MR. SCHMITZ:

23 Q. What did FCA U.S. LLC do to prepare
24 you for today's deposition?

25 MR. D'AUNOY: Again, same objection.



1 documents produced in discovery. Did you review all
2 of the documents produced in discovery or only some
3 of them?

4 MR. D'AUNOY: And, again, I'm going to
5 object to the extent that that calls for the witness
6 to reveal attorney-client privileged communications.
7 To the extent the witness knows from outside of his
8 conversations with counsel, he can respond.

9 A. Based on my advice from my attorney I
10 do not have any outside from discussion with my
11 attorneys.

12 MR. SCHMITZ:

13 Q. So other than the warranty manuals,
14 warranty booklets, and there was one other type of
15 document that you mentioned. What was that again,
16 the documents that you had access to?

17 A. The warranty bulletins and warranty
18 administration manual and the warranty booklet.

19 Q. So other than the warranty manuals,
20 warranty booklets, warranty bulletins and the
21 warranty administration manual, any other documents
22 you reviewed were provided by your attorney; is that
23 correct?

24 A. Yes.

25 Q. What documents did your attorney



1 provide you to review?

2 A. The documents that were in the part of
3 the discovery phase.

4 Q. Did your attorney provide you with all
5 of the documents that were part of the discovery
6 phase of this case?

7 MR. D'AUNOY: And, again, that's the
8 same question you asked before, Mark. I'm going to
9 object to the extent that that calls for the witness
10 to reveal attorney-client privileged communications.
11 To the extent that the witness knows outside of his
12 conversations with counsel, the witness can respond.

13 A. I do not know outside of the
14 conversations I had with my attorney.

15 MR. SCHMITZ:

16 Q. What documents that are part of the
17 discovery phase of this case were provided to you by
18 your attorney?

19 A. There was a very large number of
20 documents that were all part of the discovery phase.
21 I did not memorize every one of them.

22 Q. Tell me the ones you recall reviewing
23 though.

24 A. The documents that I reviewed included
25 galley lists, reminder mailers, advertisements, press



1 releases, record retention policies, among many
2 others.

3 Q. Galley lists, advertisements, reminder
4 letters, record retention policies, and what else?

5 MR. D'AUNOY: I'm going to object.
6 It's asked and answered, Mark. He told you he can't
7 remember all of them.

8 MR. SCHMITZ: Again, Steve, I'm going
9 to ask for the second time that objections be stated
10 as to the form of the question as is required in this
11 district. If it continues happening, then plaintiff
12 is going to reserve the right to seek intervention
13 and sanctions which could include a retaking of this
14 deposition and/or our expense for having to do so.

15 MR. D'AUNOY: Mark, your threats are
16 unnecessary and they're ridiculous. I'm allowed to
17 object when you've asked and answered a question.
18 We've been on the record now for 20 minutes and
19 you've asked the same questions over and over and you
20 keep getting the same answers and it's getting to the
21 point where it's becoming badgering of the witness
22 when you just keep repeating the same questions.

23 MR. SCHMITZ:

24 Q. At any point during your preparation
25 for today's deposition did you take any notes?



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1 conversations with Ms. Cheema?

2 A. Also in January.

3 Q. Was the January 2021 conversation with
4 Ms. Cheema the only conversation to prepare for this
5 deposition with her?

6 A. Yes.

7 Q. In preparing you for today's
8 deposition did FCA U.S. LLC attempt to identify
9 people who were at the company in 2009?

10 MR. D'AUNOY: I'm just going to object
11 again, Mark, that your question potentially asks this
12 witness to reveal attorney-client communications. To
13 the extent that the witness can answer without
14 revealing any conversations that he's had with his
15 counsel, in-house or outside, he can answer.

16 A. I do not know outside of conversations
17 with counsel.

18 MR. SCHMITZ:

19 Q. Do you know the answer to that
20 question because of conversations with your counsel?

21 MR. D'AUNOY: Object to the form,
22 vague. And also I'm going to object to the extent
23 that you're trying to get this witness to testify
24 about conversations that he's had with his counsel
25 which is completely inappropriate. I would just



1 caution the witness not to reveal any conversations
2 he's had with counsel.

3 A. Based on the item we had
4 conversations, my attorney on this topic.

5 MR. SCHMITZ:

6 Q. Did anyone who worked at FCA U.S. LLC
7 in 2009 still work for FCA U.S. LLC?

8 A. Yes.

9 Q. Do any of those people have any
10 involvement with the development or policy making
11 with respect to the Lifetime Powertrain Limited
12 Warranty at issue in this lawsuit?

13 MR. D'AUNOY: I'm going to object to
14 the extent that that question calls for the witness
15 to reveal any conversations he's had with his
16 counsel. I would caution the witness not to reveal
17 those conversations.

18 A. I do not know outside --

19 MR. D'AUNOY: I was just going to say
20 if you know outside of your conversations with
21 counsel, you can so state.

22 A. I do not know outside of conversations
23 with counsel.

24 MR. SCHMITZ:

25 Q. Does FCA U.S. LLC know the answer to



1 that question outside of conversations with counsel?

2 MR. D'AUNOY: Object to the form of
3 the question. I'm also going to object to the extent
4 that you're going in a roundabout way trying to get
5 this witness to reveal conversations with counsel. I
6 would again caution the witness not to reveal the
7 substance of conversations he's had with counsel.

8 A. Can you please repeat the question?

9 MR. SCHMITZ:

10 Q. Does FCA U.S. LLC know the answer to
11 the question I had asked outside of conversations
12 with counsel?

13 MR. D'AUNOY: Same objection. Again,
14 I would caution the witness not to reveal the
15 substance of communications he's had with counsel.

16 A. I do not know outside of conversations
17 with counsel.

18 MR. SCHMITZ:

19 Q. When you say I do not know, are you
20 speaking as FCA U.S. LLC or are you speaking as Chris
21 Edwards?

22 MR. D'AUNOY: Mark, I'm not even
23 following what you're getting at here. I'm going to
24 object to the form. Also I'm going to object that
25 your question is asking this witness -- your original



1 question was do people at FCA U.S. who were there in
2 2009, have they been consulted with. You're now
3 asking this witness to reveal conversations he's had
4 with his counsel about that topic. You're trying to
5 go about it in a roundabout way to get this witness
6 to reveal conversations with his counsel. It's
7 completely inappropriate. I think you need to move
8 on.

9 MR. SCHMITZ:

10 Q. So my understanding is that the only
11 knowledge that FCA U.S. LLC had about whether or not
12 current employees worked with the company in 2009
13 with respect to the development and policy making of
14 the Lifetime Powertrain Limited Warranty is because
15 of conversations with counsel; is that accurate?

16 MR. D'AUNOY: I'm going to object to
17 the form of the question. It's vague. If you want
18 to ask this witness if he has knowledge besides
19 conversations with counsel about what happened in
20 2009, you can. But this witness isn't going to
21 answer for the entire company and what knowledge
22 everyone at the company has.

23 A. I do not know outside of conversations
24 with counsel.

25 MR. SCHMITZ:



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1 Q. When you say I do not know, are you
2 speaking as FCA U.S. LLC or are you speaking as Chris
3 Edwards?

4 MR. D'AUNOY: Object to the form of
5 the question. It's also outside the scope of this
6 deposition. Chris, if you want to answer in your
7 individual capacity, you can.

8 A. I am speaking as Chris Edwards.

9 MR. SCHMITZ:

10 Q. Do you feel prepared for today's
11 deposition?

12 MR. D'AUNOY: Object to the form.

13 A. Can you clarify what that means?

14 MR. SCHMITZ:

15 Q. Do you feel prepared for today's
16 deposition?

17 MR. D'AUNOY: Same objection.

18 A. Can you define prepared in?

19 MR. SCHMITZ:

20 Q. What does prepared mean to you?

21 A. Prepared to me means that I've done
22 research and understood the topic at hand.

23 Q. Do you feel prepared for today's
24 deposition?

25 A. Based on the definition that you just



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1 MR. SCHMITZ:

2 Q. Have you seen this document before?

3 A. One moment, please.

4 MR. D'AUNOY: You might need to scroll
5 through the document.

6 A. I just need to see full screen. Can
7 you please go to the next page? Next page, please.
8 Next page. And the last page. Can you please repeat
9 the question regarding this document?

10 Q. Have you seen this document before?

11 A. Yes.

12 Q. When did you first see this document?

13 A. I do not recall the exact date that I
14 saw the document.

15 Q. You understand that as the designee of
16 FCA U.S. LLC it's your responsibility to testify
17 today concerning the topics in this document?

18 MR. D'AUNOY: Object to the form of
19 the question. It calls for a legal conclusion and
20 also, Mark, it ignores the fact that FCA U.S. has
21 served a response to this document describing how the
22 witness would be prepared to testify today as well as
23 the fact that we've had meet and confers discussing
24 the same thing.

25 A. Can you repeat the question?



1 MR. SCHMITZ: Ms. Corkill, can you
2 repeat the question?

3 (Whereupon, the requested portion of
4 the record was read by the reporter.)

5 MR. D'AUNOY: Same objection.

6 A. Can you clarify the question?

7 MR. SCHMITZ:

8 Q. What do you understand is your
9 obligation here today as the designee of FCA U.S. LLC
10 with respect to the topics outlined in Exhibit 1?

11 MR. D'AUNOY: Object to the form,
12 calls for a legal conclusion.

13 A. I understand to speak to the topics
14 that will be discussed in the deposition today.

15 MR. SCHMITZ:

16 Q. When you say speak to, do you
17 understand that you're speaking on behalf of FCA U.S.
18 LLC?

19 MR. D'AUNOY: Again, I'm just going to
20 object that it calls for a legal conclusion and it's
21 a broad question and as I stated before, FCA U.S. LLC
22 has served a response to this deposition notice
23 outlining how the deponent would be prepared and in
24 terms of what topics it is agreeing to put a witness
25 up to testify on behalf of the company.



1 MR. SCHMITZ:

2 Q. Yes.

3 MR. D'AUNOY: Same objection.

4 A. To my knowledge Mr. Sassorossi does
5 not have more knowledge on this case than I do.

6 MR. SCHMITZ:

7 Q. Are you familiar with Chrysler's COIN
8 database, the customer owner identification database?

9 MR. D'AUNOY: Object to the form of
10 the question, also outside the scope of the notice
11 topics.

12 A. Can you define familiar?

13 MR. SCHMITZ:

14 Q. Do you understand that that database
15 exists?

16 A. I understand that the COIN database
17 exists, yes.

18 Q. What information is in that database?

19 MR. D'AUNOY: Again, object, outside
20 the scope of the deposition. Witness can answer in
21 his individual capacity.

22 A. It is my understanding that customer
23 owner information is contained in the COIN database.

24 MR. SCHMITZ:

25 Q. Does the COIN database track the name



1 and address of the original purchaser of FCA
2 vehicles?

3 MR. D'AUNOY: Same objection, outside
4 the scope. Witness can answer in his individual
5 capacity.

6 A. As I understand, yes, the COIN system
7 does track the first purchaser of an FCA vehicle.

8 MR. SCHMITZ:

9 Q. Does the COIN database track that
10 purchase date?

11 MR. D'AUNOY: Same objection, outside
12 the scope of the deposition. Witness can answer in
13 his individual capacity.

14 A. I do not know.

15 MR. SCHMITZ:

16 Q. Who would know?

17 MR. D'AUNOY: Same objection, outside
18 the scope. The witness can answer in his individual
19 capacity.

20 A. I am not sure who would answer that
21 question.

22 MR. SCHMITZ:

23 Q. If your manager were to tell you that
24 you needed to find that information, where would you
25 go to determine the answer to that question?



1 MR. D'AUNOY: Object to the form of
2 the question.

3 A. Can you define which answer to the
4 question that I would be seeking?

5 MR. SCHMITZ:

6 Q. Whether or not the COIN database keeps
7 information about the purchase date of vehicles.

8 MR. D'AUNOY: Same objection, also
9 outside the scope. Witness can answer in his
10 individual capacity.

11 A. To clarify, the question is who would
12 I speak to to find out who knows about the COIN
13 database?

14 MR. SCHMITZ:

15 Q. Yes.

16 MR. D'AUNOY: Same objection.

17 A. I would try to speak to some of my
18 colleagues who would be able to find the correct
19 person.

20 MR. SCHMITZ:

21 Q. Does the COIN database contain
22 information about the vehicle that's been purchased
23 such as the VIN number?

24 MR. D'AUNOY: Same objection. Outside
25 the scope. Witness can answer in his individual



1 capacity.

2 A. Yes, it does.

3 MR. SCHMITZ:

4 Q. Does the COIN database track the
5 reason why a vehicle was purchased?

6 MR. D'AUNOY: Objection, vague, also
7 outside the scope. Witness can answer in his
8 individual capacity.

9 A. Can you repeat the question?

10 MR. SCHMITZ:

11 Q. Does the COIN database track the
12 reason why a vehicle was purchased?

13 MR. D'AUNOY: Same objection.

14 A. I do not know.

15 MR. SCHMITZ:

16 Q. Who would know the answer to that
17 question?

18 MR. D'AUNOY: Same objection, outside
19 the scope. You can answer in your individual
20 capacity if you know.

21 A. I do not know specifically who would
22 know the answer to that question.

23 MR. SCHMITZ:

24 Q. When was the COIN database created?

25 MR. D'AUNOY: Same objection, outside



1 the scope. You can answer in your individual
2 capacity if you know.

3 A. I do not know.

4 MR. SCHMITZ:

5 Q. Who would know the answer to that
6 question?

7 MR. D'AUNOY: Same objection, outside
8 the scope. Witness can answer in his individual
9 capacity if you know.

10 A. I do not know.

11 MR. SCHMITZ:

12 Q. Has the type of information maintained
13 by the COIN database changed at all since 2009?

14 MR. D'AUNOY: Same objection, outside
15 the scope. If the witness knows in his individual
16 capacity, he can answer.

17 A. I do not know.

18 MR. SCHMITZ:

19 Q. Who would know?

20 MR. D'AUNOY: Same objection, outside
21 of the scope. If the witness knows in his individual
22 capacity, he can answer.

23 A. I do not know specifically.

24 MR. SCHMITZ:

25 Q. Is the COIN database backed up at all?



1 individual capacity, he can answer.

2 A. Yes.

3 MR. SCHMITZ: This is the third or
4 fourth request that we stop the speaking objections
5 and keep the objections as to objection form as
6 required in this district.

7 MR. D'AUNOY: Mark, I'm absolutely
8 allowed to make a record when a question that you ask
9 is outside the scope of the notice topics. So there
10 is a clear record as to what FCA U.S. has agreed to
11 put this witness up to testify on its behalf and
12 where this witness is going to testify in his
13 individual capacity.

14 MR. SCHMITZ: Let's take a break and
15 go off the record because I think there's a
16 discussion that needs to be had here.

17 (Recess.)

18 MR. SCHMITZ: Before we resume with
19 the questioning, I need to make a record that counsel
20 for FCA U.S. LLC has been repeatedly making speaking
21 objections that are prohibited in this district by
22 the deposition guidelines which Judge O'Hara and
23 other judges in this district all quote mandatory.
24 See Cerda versus Cillessen & Sons. That's 2020
25 Westlaw 4500721; along with Cincinnati Insurance



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1 Company versus Serrano, 2012 Westlaw 28071. See also
2 Miller versus NEP Group, Incorporated, 2016 Westlaw
3 6395205.

4 That case notes that, quote,
5 Objections shall be concise and shall not suggest
6 answers to or otherwise coach the deponent.
7 Argumentative interruptions will not be permitted.
8 The only objections that should be asserted are those
9 involving privilege or work product production or
10 some matter that may be remedied if presented at the
11 time such as an objection to the form of the question
12 or the responsiveness of the answer. Other
13 objections shall be avoided unless the deposition is
14 being taken for the express purpose of preserving
15 testimony.

16 Based on that, the deposition
17 guidelines in multiple cases in this district any
18 objection other than privilege is a form objection
19 which is preserved merely by stating objection form.
20 I am going to be making record going forward of any
21 time there is any objection other than privilege or
22 form and if it continues, plaintiff has the right to
23 seek sanctions including attorney's fees which have
24 been awarded in this district.

25 By way of example I'd refer counsel to



1 Pipeline Production, Incorporated, versus The Madison
2 Companies, LLC, Case No. 15-CV-4890, ECF No. 546, in
3 which the court awarded nearly \$15,000 of attorney's
4 fees related to objections similar to this. So I'm
5 going to resume where we left off.

6 MR. D'AUNOY: Mark, I'm just going to
7 state for the record that FCA U.S. is not going to
8 allow you to make a confusing record. FCA U.S. is
9 not going to allow you to bully this witness. FCA
10 U.S. is not going to allow you to ask this witness
11 questions that are outside of the scope of what FCA
12 U.S. put this witness up on here today.

13 FCA U.S. is going to continue to
14 object that questions you ask are outside the scope
15 with which FCA U.S. thinks is entirely appropriate in
16 a corporate representative deposition. I have not
17 read your cases, but I can't imagine they speak to
18 the situation of a corporate representative
19 deposition. So FCA is going to continue to object
20 when your questions are outside the scope to preserve
21 the record as to when this witness is testifying by
22 FCA U.S.'s agreement as a corporate representative
23 versus when he's testifying in his individual
24 capacity because we've been on the record for about
25 an hour and many of your questions have been outside



1 the scope of the notice topic.

2 So we are not going to allow you to
3 bully this witness into providing testimony on behalf
4 of FCA U.S. on topics and on issues that were not
5 properly noticed and that FCA U.S. didn't agree that
6 this witness would be prepared to testify about in
7 his representative capacity.

8 MR. SCHMITZ: We disagree with the
9 scope objection. I think that the deposition
10 guidelines make that incredibly clear. I've given
11 you three cases that all repeat what the deposition
12 guidelines say in this district and, again, those
13 deposition guidelines are not aspirational, they are
14 mandatory. You can make objections to form. You can
15 make objections to privilege. That's it.

16 So scope objection is a form objection
17 meaning that if FCA believes that the inquiry is
18 outside the scope of the topic, that objection is
19 preserved by saying object to form. Anything beyond
20 that is a speaking objection, it's coaching and it's
21 sanctionable. If you have any authority to support
22 your position, send it to us. Otherwise, those are
23 out of line and we will go to Judge O'Hara to seek
24 sanctions including our attorney's fees and a
25 reconvening of this deposition.



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1 MR. D'AUNOY: Well, Mark, it's
2 ridiculous for you to ask me if I have authority as
3 I'm sitting here and you're bringing up a new issue
4 and ask me for authority in one minute. FCA is going
5 to continue to object to form when it believes
6 there's a problem with the form of your questions.
7 It will object to scope when it thinks your questions
8 are outside the scope. And, of course, if you ask
9 for the witness to divulge attorney-client privilege
10 or work-product privileged communication, it's going
11 to object on those grounds as well.

12 MR. SCHMITZ: I understand that FCA
13 U.S. LLC does not presently have any authority to
14 support the position that its objections are proper
15 despite the clear language of the deposition
16 guidelines and my opinion is that FCA, despite
17 repeated requests including my statement that the
18 plaintiff will consider a scope objection preserved
19 merely by stating objection form, that FCA intends to
20 continue making those speaking objections and
21 coaching its witness, so I will have to bring that
22 issue to the court after the deposition today has run
23 its course.

24 MR. D'AUNOY: Mark, your suggestion
25 that anything that I've said in my objections is



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1 anything other than to preserve the record and that
2 I'm trying to coach this witness are completely out
3 of line. I've done no such thing here today. I'm
4 making objections to preserve the record and trying
5 to get you back on to the scope of the actual topics
6 that are noticed in this case. If you want to
7 continue to ask off-topic questions of this witness
8 and waste my time, this witness's time, and everyone
9 else's time who's here on this call, then we're going
10 to stop the deposition.

11 If you want to tell me that an
12 objection to form, as to every time I make an
13 objection to form that that covers scope and that
14 that objection is preserved, I'm happy to use the
15 word form instead of scope. But I want a clear
16 understanding on the record that if I object to form,
17 that's an objection to the scope of your question
18 that it's outside the deposition topic and that this
19 witness is not testifying on behalf of FCA U.S. LLC
20 and is testifying in his individual capacity. Do I
21 have your agreement that my objection to form means
22 that?

23 MR. SCHMITZ: That's what I said
24 before you went on a two-minute diatribe there. I'm
25 not counting those two minutes of what you just said



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1 have a question about was there communications, yes.

2 What was in those communications is exactly what the
3 privilege protects.

4 MR. SCHMITZ:

5 Q. Have you reviewed any litigation hold
6 notices related to any powertrain warranty?

7 MR. D'AUNOY: Object to the form.

8 Also I'm going to object to the extent that it calls
9 for the witness to reveal attorney-client privileged
10 communications and instruct the witness not to answer
11 by way of providing the substance of any
12 communications with any attorney.

13 MR. KURTZ: Mark, I've got to say I
14 agree with Steve here. Maybe to help out, the
15 origins of the letter, the method it was transmitted
16 and the origin of the communication would fall within
17 attorney-client privilege or work product. I'm just
18 trying to help out, not create a ruckus here. I'm
19 just trying to assist so we can move this thing
20 along.

21 MR. SCHMITZ: I think that there's two
22 items that I need to point out. Number one, we've
23 returned to the speaking objections that we discussed
24 earlier are improper; and, second, the existence of a
25 litigation hold notice, just does it exist, is not



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1 privileged.

2 MR. D'AUNOY: It's been answered.

3 MR. SCHMITZ:

4 Q. The contents maybe and so right now my
5 inquiry is have there been any litigation hold
6 notices related to any powertrain warranties?

7 MR. D'AUNOY: Again, your question,
8 and I'm allowed to counsel the witness in the context
9 of an attorney-client privileged objection. I'm
10 going to assert a attorney-client privileged
11 objection to that question and I'm going to caution
12 the witness to not reveal any communications or the
13 substance of communications that he's had with
14 counsel inside or outside the company. And I'll try
15 to help it along. If the witness knows of litigation
16 holds pertaining to powertrain limited warranties, he
17 can say yes or no whether they exist.

18 MR. SCHMITZ: Steve, again this is a
19 speaking objection where you're coaching the witness.

20 MR. D'AUNOY: I'm not trying to coach.
21 I'm trying to move this along in a way that's going
22 to avoid you getting in trouble for trying to get
23 attorney-client privileged communications out of this
24 witness which is exactly what you're trying to do.
25 It's completely improper.



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1 MR. SCHMITZ:

2 Q. To clarify, I'm not asking you to tell
3 me anything about conversations that you had with
4 your attorney, just the case the litigation hold
5 notice related to or the subject of the case.

6 MR. D'AUNOY: And I'm going to assert
7 the same objection and you turning my objection into
8 conversations is improper. My objection is to
9 communications whether in writing or via conversation
10 with lawyers. I would caution the witness not to
11 reveal communications with the lawyers inside or
12 outside of the company.

13 MR. KURTZ: Mark, I'm trying to help
14 out here. There's a fundamental flaw with that
15 question. This is not a speaking objection. You're
16 assuming that litigation hold letters only come from
17 outside individuals, not FCA's own counsel or
18 in-house. That is a fundamental flaw in your
19 question. Probably why you're getting some
20 objections. Just trying to help so we can move this
21 along.

22 MR. SCHMITZ: Again --

23 MR. KURTZ: I don't need to be
24 reminded, Mark, I'm trying to help you out.

25 MR. SCHMITZ: -- the speaking



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1 objections are a problem. We've had this
2 conversation two or three times, so I'm going to
3 return to the question that's been asked. Steve,
4 you've made your objection, it's preserved.

5 MR. SCHMITZ:

6 Q. What was the subject matter of the
7 case for which the litigation hold notice you
8 referenced was issued?

9 MR. D'AUNOY: Objection. I will
10 caution the witness not to reveal attorney-client
11 privileged communications.

12 A. The communications that I received for
13 the hold notice were from counsel, so I cannot answer
14 outside of what I had received from counsel.

15 MR. SCHMITZ:

16 Q. So FCA U.S. LLC is not willing to
17 state the subject matter of the case for which the
18 litigation hold notice you reference was issued; is
19 that true?

20 MR. D'AUNOY: Object to the form.
21 Also mischaracterizes the prior testimony.

22 MR. SCHMITZ: Steve, once again,
23 that's a speaking objection. Keep your objections to
24 objection form or objection privilege.

25 MR. SCHMITZ:



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1 Q. Mr. Edwards, can you please answer the
2 question?

3 MR. D'AUNOY: Same objection.

4 A. Can you please repeat the question?

5 MR. SCHMITZ: Ms. Corkill, can you
6 read the question back?

7 (Whereupon, the requested portion of
8 the record was read by the reporter.)

9 MR. D'AUNOY: Same objection.

10 A. Yes.

11 MR. SCHMITZ:

12 Q. Exhibit 2 that I've got in front of
13 you on the first page references legal holds. Do you
14 see that? And I'm highlighting that section for you
15 in the bottom in Section 3.

16 A. I do see that, that you are
17 highlighting that section for legal holds.

18 Q. Under this policy when a legal hold is
19 issued, FCA U.S. LLC's standard retention duration
20 would be suspended and the records subject to that
21 hold would be retained indefinitely; is that correct?

22 A. I believe that's what the document is
23 stating in this section that says hold.

24 Q. So is that a yes?

25 MR. D'AUNOY: Object to the form.



1 A. Just to clarify, your question is a
2 legal hold suspends the schedule disposition of
3 records?

4 MR. SCHMITZ:

5 Q. Such that records subject to the legal
6 hold would be retained indefinitely; is that correct?

7 MR. D'AUNOY: Object to the form.

8 A. I do not see that it states
9 indefinitely. The document says that it suspends the
10 schedule of records.

11 MR. SCHMITZ:

12 Q. When a legal hold is issued, how does
13 FCA U.S. LLC determine which documents need to be
14 preserved pursuant to that legal hold notice?

15 MR. D'AUNOY: Object to the extent
16 that your question is calling for this witness to
17 reveal attorney-client privileged communications and
18 caution the witness not to reveal any communications
19 he's had with his counsel inside or outside the
20 company.

21 A. I am not aware.

22 MR. SCHMITZ:

23 Q. Does anyone at FCA U.S. LLC know the
24 answer to that question?

25 MR. D'AUNOY: Same objection. On the



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1 grounds of being attorney-client privilege I would
2 caution the witness not to reveal communications he's
3 had with his counsel inside or outside the company.

4 A. I do not know.

5 MR. SCHMITZ:

6 Q. When you say I, are you speaking as
7 Chris Edwards or as FCA U.S. LLC?

8 MR. D'AUNOY: Again, we've gone over
9 this numerous times. You're trying to draw legal
10 distinction. I believe that you've got the witness
11 confused in terms of your prior questions in terms of
12 what it means to be a corporate representative and
13 those types of things that have legal implications.
14 I think your question is improper. You've asked that
15 question multiple times. And I'm also going to again
16 caution the witness not to reveal any communications
17 that he's had with his counsel inside or outside the
18 company.

19 MR. SCHMITZ: Once again, that's a
20 speaking objection which is prohibited by the
21 deposition guidelines in this court as I've stated
22 before. If the speaking objections continue,
23 plaintiff will be seeking sanctions against the party
24 or parties responsible for the speaking objections
25 and will seek our fees including the chance to



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1 reconvene this deposition.

2 MR. D'AUNOY: Mark, I'm just trying to
3 move this along.

4 MR. SCHMITZ: Read the question back.
5 (Whereupon, the requested portion of
6 the record was read by the reporter.)

7 A. I'm speaking as Chris Edwards.

8 MR. SCHMITZ:

9 Q. Does anyone at FCA U.S. LLC know how
10 documents are determined to be within or without the
11 scope of a legal hold notice?

12 MR. D'AUNOY: Object to the form.
13 Also object to the extent that the question calls for
14 this witness to reveal attorney-client privileged
15 communications and I'd caution the witness not to
16 reveal communications that he's had with his counsel
17 inside or outside the company.

18 A. I do not know.

19 MR. SCHMITZ:

20 Q. Mr. Edwards, you understand that
21 you're here to testify on behalf of FCA U.S. LLC;
22 correct?

23 MR. D'AUNOY: Object to the form.

24 A. Yes.

25 MR. SCHMITZ:



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1 opinions, conclusions and advice that it's given its
2 clients.

3 MR. SCHMITZ: Steve, once again,
4 that's a speaking objection. I've repeatedly asked
5 you not to make speaking objections.

6 MR. D'AUNOY: If you're going to stay
7 in this whole area of trying to get this witness to
8 testify to privileged communications, which is
9 completely improper, I'm going to have to preserve
10 the record here and in order to preserve the record
11 explain to you exactly what is wrong with what you're
12 doing. I'm asking you to stop and if this continues,
13 it's harassment, it's completely improper, it's
14 unethical to try to pry a witness to get the
15 opinions, advice and counseling that a lawyer has
16 given that witness or to other people in the company.

17 MR. SCHMITZ: That is not what we are
18 asking. We are asking how FCA U.S. LLC determines
19 which documents are subject to a given legal hold and
20 which documents are not subject to that legal hold.

21 MR. SCHMITZ:

22 Q. Mr. Edwards, do you know the answer to
23 that question?

24 MR. D'AUNOY: Same objection and also
25 objection to form and I'm going to caution the



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1 employee is informed of a hold?

2 MR. SCHMITZ:

3 Q. How would the employee determine after
4 getting the legal hold whether a given document is
5 subject to that legal hold?

6 MR. D'AUNOY: Object to the form. I'm
7 also going to object that you're seeking
8 attorney-client privileged communication testimony
9 from this witness. It's a roundabout way of asking
10 the questions that we talked about earlier. I'd
11 caution the witness not to reveal any communications
12 he's had with counsel inside or outside the company.

13 MR. SCHMITZ: Once again, I'd ask for
14 the speaking objections to please stop.

15 MR. SCHMITZ:

16 Q. Mr. Edwards, do you know the answer to
17 the question?

18 MR. D'AUNOY: Same objection.

19 A. Can we please have the question again.

20 MR. SCHMITZ: Ms. Corkill, can you
21 read it back again?

22 (Whereupon, the requested portion of
23 the record was read by the reporter.)

24 MR. D'AUNOY: Same objection.

25 A. Following the process that FCA has



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1 the published documents.

2 MR. SCHMITZ:

3 Q. When did FCA U.S. LLC begin preparing
4 for any litigation related to the Lifetime Powertrain
5 Limited Warranty?

6 MR. D'AUNOY: I'm going to object to
7 the form. I'm also going to object to the extent
8 that you're asking this witness to reveal
9 attorney-client privileged communications. I would
10 caution the witness not to reveal communications he's
11 had with counsel inside or outside the company.

12 MR. SCHMITZ:

13 Q. To clarify, my question is only asking
14 for the date. It is not asking for the content of
15 any communications you had with an attorney, just the
16 date on which FCA U.S. LLC began to prepare for
17 litigation with respect to the Lifetime Powertrain
18 Limited Warranty.

19 MR. D'AUNOY: Again, same objection.
20 And I know that you're going to think it's a speaking
21 objection, but I think it's necessary to make sure
22 the record is clear. You say you're asking for a
23 date, but if that date comes from a lawyer and that
24 date is communicated to someone else in the company,
25 that is an attorney-client privileged communication



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1 unless this witness somehow knows that date outside
2 of those communications. So same objection.

3 MR. SCHMITZ: That is incorrect
4 because the date is an underlying fact, not a
5 communication.

6 MR. SCHMITZ:

7 Q. Mr. Edwards, do you know the date on
8 which FCA U.S. LLC began to prepare for any
9 litigation related to the Lifetime Powertrain Limited
10 Warranty?

11 MR. D'AUNOY: Same objection.

12 A. I do not.

13 MR. SCHMITZ:

14 Q. Does anyone at FCA U.S. know the
15 answer to that question?

16 MR. D'AUNOY: Same objection. Again,
17 I would instruct the witness not to reveal any
18 communications with lawyers.

19 A. I do not know outside of
20 communications with counsel.

21 MR. SCHMITZ:

22 Q. Did FCA U.S. LLC at any point expect
23 that it would be sued with respect to the Lifetime
24 Powertrain Limited Warranty?

25 MR. D'AUNOY: Same objection. I would



1 caution the witness not to reveal the substance of
2 any communications that he's had with counsel inside
3 or outside the company.

4 A. Can you please repeat that question?

5 MR. SCHMITZ: Ms. Corkill, can you
6 read the question back?

7 (Whereupon, the requested portion of
8 the record was read by the reporter.)

9 A. Not that I'm aware of.

10 MR. SCHMITZ:

11 Q. When you say not that I'm aware of,
12 are you speaking as Chris Edwards or as FCA U.S. LLC?

13 MR. D'AUNOY: Object to the form.

14 A. In this instance FCA U.S. Before we
15 move on, can we take a short break?

16 Q. I'd like to ask one last question on
17 this subject and then we can take a break.

18 A. Okay. Thank you.

19 Q. Do you personally as Chris Edwards
20 know the answer to that previous question?

21 MR. D'AUNOY: Object to the form.

22 A. Can I have the question again, please.

23 MR. SCHMITZ:

24 Q. Do you, Mr. Edwards, in your own
25 individual capacity know whether FCA U.S. LLC ever



1 expected to be sued with respect to its Lifetime
2 Powertrain Limited Warranty?

3 A. I do not.

4 MR. SCHMITZ: We can take a break now.
5 Off the record.

6 (Recess.)

7 MR. D'AUNOY: If we're back on the
8 record, I did want to clear up one issue because I
9 think it's very problematic. The issue is is that
10 earlier on when you had a conversation about the
11 proper scope of objections in a deposition of this
12 nature being a 30(b)(6) corporate representative
13 deposition, you misrepresented the law. I don't know
14 if it was intentional or if it's just a mistake in
15 which you didn't actually know the law.

16 But there are cases in the District of
17 Kansas specifically saying that a party can object to
18 a question posed by the examining party as outside
19 the scope of the matters noticed in the Rule 30(b)(6)
20 deposition notice. That case is Payless ShoeSource
21 Worldwide, Inc., versus Target, Corp., 2008 Westlaw
22 973118 at page 9, District Court of Kansas 2008.

23 So FCA U.S. under that authority and
24 other authorities, there are many cases, will be
25 preserving its objections to the scope of the



1 deposition. And it's unfortunate and not knowing
2 whether or not it was intentional, I don't want to
3 accuse anyone, but it's unfortunate that counsel has
4 misrepresented the law here today in trying to gain
5 an advantage in this deposition.

6 MR. SCHMITZ:

7 Q. Mr. Edwards, how did FCA U.S. LLC
8 communicate the terms of the Lifetime Powertrain
9 Limited Warranty to vehicle owners?

10 A. There were multiple ways that they
11 were communicated.

12 Q. And those ways were?

13 A. The warranty booklet. For vehicles
14 that did not come with a warranty booklet, the
15 statement, there was a supplement. There were press
16 releases. There were advertisements. There was a
17 document that the customer has to fill out while at
18 the dealer on the warranty terms.

19 Q. Is there any other way that FCA U.S.
20 LLC contends that it communicated the terms of the
21 Lifetime Powertrain Limited Warranty to vehicle
22 owners?

23 A. To clarify, are you referring to the
24 components that are covered or additional information
25 regarding the warranty?



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1 MR. SCHMITZ:

2 Q. Is Chrysler the same entity as FCA
3 U.S. LLC?

4 MR. D'AUNOY: Object to the form.
5 Also object that it calls for a legal conclusion.
6 It's outside the scope, improper to ask this witness
7 for legal conclusions.

8 MR. SCHMITZ: Once again, I'd ask that
9 the speaking objections stop and the coaching of the
10 witness stop. I'm flagging this once again. At this
11 point I believe the plaintiff will likely be seeking
12 sanctions including our attorney's fees, so we ask
13 again for the coaching and the speaking objections to
14 stop.

15 MR. D'AUNOY: Asking the witness for
16 legal conclusions and I'll flag this.

17 MR. SCHMITZ: You can preserve your
18 objection by saying objection form.

19 MR. SCHMITZ:

20 Q. Mr. Edwards, is FCA U.S. LLC the same
21 entity as the Chrysler that you mentioned that issued
22 this press release in 2007?

23 MR. D'AUNOY: I'll object and also
24 outside the scope.

25 A. I do not know.



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1 MR. SCHMITZ:

2 Q. Why was this press release issued?

3 MR. D'AUNOY: Object to the form.

4 A. To announce the Lifetime Powertrain
5 program.

6 MR. SCHMITZ:

7 Q. Why did the program need to be
8 announced to be a press release?

9 MR. D'AUNOY: Object to the form,
10 outside the scope.

11 A. Can you please repeat that question?

12 MR. SCHMITZ:

13 Q. Why did the Lifetime Powertrain
14 Limited Warranty program need to be released or be
15 announced to be a press release?

16 MR. D'AUNOY: Object to the form.

17 A. I do not know.

18 MR. SCHMITZ:

19 Q. When the Lifetime Powertrain Limited
20 Warranty was discontinued in 2010, was a press
21 release issued for that discontinuation?

22 MR. D'AUNOY: Object to the form.

23 Also object outside the scope.

24 A. I do not know.

25 MR. KURTZ: Steve, you may need to



1 extended?

2 MR. D'AUNOY: Object to the form.

3 Also outside the scope.

4 A. Can you repeat the question, please?

5 MR. SCHMITZ:

6 Q. Sure. Was FCA U.S. LLC directly
7 involved in the sale of any vehicles to anyone in
8 Kansas for which the Lifetime Powertrain Limited
9 Warranty was extended?

10 MR. D'AUNOY: Same objection.

11 A. To clarify, can you clarify directly
12 involved?

13 MR. SCHMITZ:

14 Q. What does that mean to FCA U.S. LLC?

15 MR. D'AUNOY: Object to the form,
16 outside the scope.

17 A. The vehicles are sold through
18 dealerships and not directly from FCA which is why I
19 asked for clarification on directly involved in the
20 sale.

21 MR. SCHMITZ:

22 Q. So FCA U.S. LLC wouldn't have someone
23 present the day of any of these sales to have
24 participated in the sale of any of the vehicles for
25 which the Lifetime Powertrain Limited Warranty was



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1 extended; is that correct?

2 MR. D'AUNOY: Object to the form, also
3 outside the scope.

4 MR. KURTZ: Form.

5 A. I don't understand the line of
6 questioning.

7 MR. SCHMITZ:

8 Q. Did the terms of the Lifetime
9 Powertrain Limited Warranty vary at all from vehicle
10 owner to vehicle owner?

11 MR. D'AUNOY: Object to the form.

12 A. Can you define terms?

13 MR. SCHMITZ:

14 Q. In the context of a warranty what does
15 the word terms mean to you?

16 A. The terms could range from the length
17 of time that could be a term. The terms could also
18 be the requirements that are stated in the warranty
19 to keep the warranty active, which is why I just
20 wanted to make sure I'm clear on terms before
21 answering the question.

22 Q. For any vehicle owner to whom FCA U.S.
23 LLC gave the Lifetime Powertrain Limited Warranty did
24 the terms under either of the two interpretations you
25 just gave vary at all from vehicle owner to vehicle



1 owner?

2 MR. D'AUNOY: Object to the form.

3 A. No.

4 MR. SCHMITZ:

5 Q. Did the requirement for the vehicle
6 owner to get a powertrain inspection every five years
7 vary at all from vehicle owner to vehicle owner with
8 respect to the Lifetime Powertrain Limited Warranty?

9 A. No.

10 Q. Did the manner in which FCA U.S. LLC
11 contends that it communicated any of the terms of the
12 Lifetime Powertrain Limited Warranty to vehicle
13 owners vary at all from vehicle owner to vehicle
14 owner?

15 MR. D'AUNOY: Object to the form, also
16 outside the scope.

17 A. Can you please repeat that question?

18 MR. SCHMITZ:

19 Q. Sure. Did the manner in which FCA
20 U.S. LLC contends that it communicated the terms of
21 the Lifetime Powertrain Limited Warranty to vehicle
22 owners vary at all from vehicle owner to vehicle
23 owner?

24 MR. D'AUNOY: Same objections, form
25 and outside the scope.



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1 dealers to have the customer either sign or initial a
2 document regarding warranty terms.

3 MR. SCHMITZ:

4 Q. When did FCA U.S. LLC stop offering
5 the Lifetime Powertrain Limited Warranty?

6 MR. D'AUNOY: Object to the form, also
7 outside the scope.

8 A. I do not know the exact date, but as I
9 understand it, the Lifetime Powertrain ended in the
10 beginning of the 2010 model year vehicles.

11 MR. SCHMITZ:

12 Q. Do you know an approximate month of
13 when that occurred?

14 MR. D'AUNOY: Object to the form, also
15 outside the scope.

16 A. I do not know an approximate month.

17 MR. SCHMITZ:

18 Q. The advertisements that you mentioned,
19 were any of those advertisements individualized to a
20 specific consumer or vehicle owner?

21 MR. D'AUNOY: Object to the form.

22 A. Not to my knowledge, no.

23 MR. SCHMITZ:

24 Q. The owner's manual would be a part of
25 the glove compartment information materials; correct?



1 A. To maintain the functionality of the
2 vehicle and its components.

3 Q. Why does that matter to FCA U.S. LLC?

4 MR. D'AUNOY: Object to the form, also
5 outside the scope.

6 A. From a warranty perspective it is a
7 requirement that the customer keep the vehicle
8 maintained so that the components continue to
9 function properly. In addition outside of a warranty
10 purpose these procedures and inspections make sure
11 that the vehicle continues to function for the
12 customer if they're following their maintenance
13 schedule.

14 MR. SCHMITZ:

15 Q. Now, the maintenance schedules also
16 indicate that some of these items, some of the
17 maintenance items are time sensitive; is that
18 correct?

19 MR. D'AUNOY: Object to the form.

20 A. As we can see on the screen, yes,
21 there is a mileage or timeframe for the service, yes.

22 MR. SCHMITZ: And for the record, the
23 page that's currently on the screen for the witness
24 is FCA_Marksberry 000483.

25 MR. SCHMITZ:



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1 actually used in the State of Kansas?

2 MR. D'AUNOY: Object to the form, also
3 outside the scope.

4 MR. KURTZ: Join.

5 A. Can you repeat the question, please?

6 MR. SCHMITZ:

7 Q. Yes. Does FCA U.S. LLC have any
8 records that would indicate that the form you've
9 referenced was ever actually filled out and signed
10 within the State of Kansas?

11 MR. D'AUNOY: Same objections.

12 A. Not that I'm aware of.

13 MR. SCHMITZ:

14 Q. And for the last two questions for
15 which you've answered not that you're aware of, is
16 that FCA U.S. LLC doesn't have that knowledge or
17 Chris Edwards does not have that knowledge?

18 MR. D'AUNOY: Object to the form.

19 A. In these instances, Chris Edwards.

20 MR. SCHMITZ:

21 Q. What would you need to do or who would
22 you need to talk to to determine the answer to those
23 questions?

24 MR. D'AUNOY: Object to the form.

25 A. I do not know.



1 MR. SCHMITZ:

2 Q. Why did FCA U.S. LLC decide to extend
3 a powertrain warranty at all for the vehicles on
4 which it gave the Lifetime Powertrain Limited
5 Warranty?

6 MR. D'AUNOY: Object to the form.

7 A. To provide customers with a Lifetime
8 Powertrain on our products, applicable products.

9 MR. SCHMITZ:

10 Q. Well, my question wasn't about
11 necessarily the lifetime aspect of the warranty, but
12 about just the warranty itself. If it was just a
13 three-year powertrain warranty, why give a powertrain
14 warranty at all?

15 MR. D'AUNOY: Object to the form, also
16 outside the scope.

17 A. To clarify, you're asking why FCA
18 would offer a powertrain warranty on a vehicle, our
19 vehicles, correct?

20 MR. SCHMITZ:

21 Q. Correct.

22 MR. D'AUNOY: Same objections.

23 A. To provide our customers with a
24 powertrain warranty for the components that are in
25 their vehicle.



1 MR. SCHMITZ:

2 Q. So FCA U.S. LLC gave consumers a
3 powertrain warranty so that it could give them a
4 powertrain warranty to cover for the powertrain
5 components of the vehicles?

6 MR. D'AUNOY: Object to the form, also
7 outside the scope.

8 A. I must not be following. Could you
9 clarify the question for me?

10 MR. SCHMITZ:

11 Q. Yeah. Why not just not even give a
12 powertrain warranty?

13 MR. D'AUNOY: Object the to form, also
14 outside the scope.

15 A. I do not have knowledge of that.

16 MR. SCHMITZ:

17 Q. Who would?

18 MR. D'AUNOY: Object to the form,
19 outside the scope.

20 A. Who would have the knowledge of why we
21 offer powertrain warranties?

22 MR. SCHMITZ:

23 Q. Yes.

24 MR. D'AUNOY: Same objections.

25 A. I don't know.



1 MR. SCHMITZ:

2 Q. Why was the Lifetime Powertrain
3 Limited Warranty called a lifetime warranty?

4 MR. D'AUNOY: Object to the form.

5 A. The Lifetime Powertrain warranty was
6 called a lifetime as long as all of the requirements
7 were met, there was no time or mileage assigned to
8 the Lifetime Powertrain warranty.

9 MR. SCHMITZ:

10 Q. So if I understand correctly, every so
11 often the vehicle owner would have to do something in
12 order to continue the coverage of or prolong the
13 coverage of the Lifetime Powertrain Limited Warranty;
14 is that correct?

15 MR. D'AUNOY: Object to the form.

16 A. Can you restate the question, please?

17 MR. SCHMITZ:

18 Q. Sure. Every five years the vehicle
19 owner would have to get a powertrain inspection in
20 order to prolong the coverage of the Lifetime
21 Powertrain Limited Warranty; correct?

22 MR. D'AUNOY: Object to the form.

23 A. That is correct.

24 MR. SCHMITZ: What's the basis of the
25 objection?



1 MR. D'AUNOY: Can you restate your
2 question, please?

3 MR. SCHMITZ:

4 Q. Every five years the vehicle owner
5 would have to get a powertrain inspection in order to
6 prolong the coverage and the Lifetime Powertrain
7 Limited Warranty; correct?

8 MR. D'AUNOY: The basis of my
9 objection is the word you're using, prolonged, is
10 vague and ambiguous and it also mischaracterizes the
11 terms of the warranty.

12 MR. SCHMITZ:

13 Q. What does the words prolong mean to
14 you, Mr. Edwards?

15 MR. D'AUNOY: Object to the form, also
16 outside the scope of this deposition as noticed.

17 A. Prolonged would mean to extend.

18 MR. SCHMITZ:

19 Q. Do you think that it is an accurate
20 description of the powertrain inspection requirement
21 to say that that inspection must occur to prolong the
22 coverage of the Lifetime Powertrain Limited Warranty?

23 MR. D'AUNOY: Object to the form, also
24 outside the scope.

25 A. As you stated and as I've stated my



1 Q. Do you know the answer to the question
2 then?

3 MR. D'AUNOY: Same objection.

4 A. Can you repeat it for me one more
5 time, please?

6 MR. SCHMITZ: Ms. Corkill, can you
7 read back the question?

8 (Whereupon, the requested portion of
9 the record was read by the reporter.)

10 MR. D'AUNOY: Same objections as
11 before.

12 A. Yes.

13 MR. SCHMITZ:

14 Q. Who did you speak to? And, again, I'm
15 not asking for the substance, just who was involved
16 in that discussion.

17 MR. D'AUNOY: And I would just be
18 cautious, caution the witness not to reveal any
19 communication he's had with his counsel.

20 A. Can you please repeat the question?

21 MR. SCHMITZ:

22 Q. Who did you speak to about the
23 advertisements FCA U.S. LLC used for its Lifetime
24 Powertrain Limited Warranty?

25 MR. D'AUNOY: Again, I'd just caution



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1 the witness not to reveal substantive communications
2 with counsel.

3 A. I cannot state who I spoke to.

4 MR. SCHMITZ:

5 Q. Do you not know who you spoke to?

6 MR. D'AUNOY: Same objection. Are you
7 trying to get him to testify about privileged
8 communications?

9 MR. SCHMITZ: As I stated before, I'm
10 not asking for the substance, just the name of the
11 person or persons with whom he spoke. That's
12 information that would be on a privileged log and the
13 identity of the person is not privileged.

14 MR. D'AUNOY: I'd just caution the
15 witness not to reveal the substance of communications
16 with counsel.

17 A. I cannot answer that question.

18 MR. SCHMITZ:

19 Q. Do you know who you spoke with about
20 the advertisements that FCA U.S. LLC used for its
21 Lifetime Powertrain Limited Warranty? And, again,
22 I'm not asking for the substance, just the name of
23 who you spoke with.

24 MR. D'AUNOY: I will try to streamline
25 this, Mark. Mr. Edwards, if there are people that



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1 Powertrain Limited Warranty?

2 MR. D'AUNOY: Object to the form.

3 A. Not that I'm seeing in this exhibit,
4 no.

5 MR. SCHMITZ:

6 Q. Were these advertisements deployed by
7 FCA U.S. LLC in Kansas to advertise the Lifetime
8 Powertrain Limited Warranty?

9 A. I do not know if these were
10 specifically in Kansas.

11 Q. Were these advertisements used or
12 disseminated in a publication that has a nationwide
13 reach such as Sports Illustrated or USA Today?

14 MR. D'AUNOY: Object to the form,
15 outside the scope.

16 A. I do not know the specific
17 publications that advertisements appeared in.

18 MR. SCHMITZ:

19 Q. Do you know when these advertisements
20 were utilized?

21 MR. D'AUNOY: Object to the form,
22 outside the scope.

23 A. I do not know the dates, no.

24 MR. SCHMITZ:

25 Q. Who would know the answer to when



1 advertisements for the Lifetime Powertrain Limited
2 Warranty which specifically mentions the inspection
3 requirement?

4 MR. D'AUNOY: Object to the form.

5 A. Can you please repeat that?

6 MR. SCHMITZ:

7 Q. Did FCA U.S. LLC use any
8 advertisements for the Lifetime Powertrain Limited
9 Warranty that specifically mentioned the inspection
10 requirement?

11 MR. D'AUNOY: Object to the form.

12 A. Not that I'm aware of.

13 MR. SCHMITZ:

14 Q. Who would know the answer to that
15 question for a certainty?

16 MR. D'AUNOY: Object to the form.

17 A. I do not know.

18 MR. SCHMITZ:

19 Q. For the advertisements that we looked
20 at in Exhibit 6 why did FCA U.S. LLC not have those
21 advertisements specifically mentioned in the
22 inspection requirement?

23 MR. D'AUNOY: Object to the form,
24 outside the scope.

25 A. It comes back to the complete details



1 for the warranty, so the expectation is that the
2 consumer would review all of the warranty terms
3 including maintenance and the inspection period for
4 the Lifetime Powertrain.

5 MR. SCHMITZ:

6 Q. All of the references to the warranty
7 terms booklet, that was all in the fine print of the
8 advertisements; correct?

9 MR. D'AUNOY: Object to the form.

10 A. As we reviewed those documents, yes.

11 MR. SCHMITZ:

12 Q. Were there any advertisements for the
13 Lifetime Powertrain Limited Warranty where a
14 reference to the terms of the warranty was not in the
15 fine print?

16 MR. D'AUNOY: Object to the form.

17 A. Not that I'm aware of.

18 MR. SCHMITZ:

19 Q. Why not?

20 MR. D'AUNOY: Object to the form, also
21 outside the scope.

22 A. Excuse me, can you repeat that?

23 MR. D'AUNOY: I said object to the
24 form and it's outside of scope.

25 THE WITNESS: Sorry, Steve, I heard



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1 expectation, but what FCA U.S. LLC's belief was. Did
2 FCA U.S. LLC believe that the consumers would know
3 about these terms?

4 MR. D'AUNOY: Object to the form.

5 A. I'm not sure what the belief would be.
6 I'd be speculating.

7 MR. SCHMITZ:

8 Q. You mentioned the expectation would be
9 that the dealer would go over the documents and we've
10 talked about the September 2010 warranty
11 administration manual which I believe you indicated
12 suggests or requires dealers to go over those
13 documents with the consumers. Why did FCA U.S. LLC
14 have that expectation and requirement for the dealer
15 to go over the terms of the warranty information
16 booklet with the vehicle purchaser?

17 MR. D'AUNOY: Object to the form.

18 MR. KURTZ: Object to form.

19 A. To make sure that the customer is
20 aware of the requirements of their warranty.

21 MR. SCHMITZ:

22 Q. Did FCA U.S. LLC have a budget for
23 advertising the Lifetime Powertrain Limited Warranty?

24 MR. D'AUNOY: Object to the form and
25 outside the scope.



1 A. I do not know.

2 MR. SCHMITZ:

3 Q. How often did FCA U.S. LLC run its
4 advertisements for the Lifetime Powertrain Limited
5 Warranty?

6 MR. D'AUNOY: Object to the form and
7 outside the scope.

8 A. I do not know.

9 MR. SCHMITZ:

10 Q. We talked about some of the print
11 advertisements that FCA U.S. LLC used for the
12 Lifetime Powertrain Limited Warranty. Was there any
13 other manner in which this warranty was advertised?

14 MR. D'AUNOY: Object to the form and
15 outside the scope.

16 A. I do not know.

17 MR. SCHMITZ:

18 Q. Did FCA U.S. LLC do any TV spots
19 advertising the warranty?

20 MR. D'AUNOY: Same objection.

21 A. I do not know.

22 MR. SCHMITZ:

23 Q. Did FCA U.S. LLC do any radio ads for
24 the warranty?

25 MR. D'AUNOY: Same objection.



1 A. I do not know.

2 MR. SCHMITZ:

3 Q. Did FCA U.S. LLC do any billboards for
4 the Lifetime Powertrain Limited Warranty?

5 MR. D'AUNOY: Same objection.

6 A. I do not know.

7 MR. SCHMITZ:

8 Q. So your knowledge here today about the
9 manner in which FCA U.S. LLC advertised the Lifetime
10 Powertrain Limited Warranty is limited to the print
11 advertisements that were used; is that correct?

12 MR. D'AUNOY: Object to the form, also
13 outside the scope.

14 A. Yes.

15 MR. SCHMITZ:

16 Q. And you do not know one way or the
17 other whether any other methods of distribution were
18 utilized; is that correct?

19 MR. D'AUNOY: Object to the form.

20 A. That is correct.

21 MR. SCHMITZ:

22 Q. Did FCA U.S. LLC care how many people
23 saw its advertisements for the Lifetime Powertrain
24 Limited Warranty?

25 MR. D'AUNOY: Object to the form and



1 MR. SCHMITZ:

2 Q. Why does the powertrain inspection
3 have to be performed every five years as opposed to
4 some other period, yearly, three years, ten years?

5 MR. D'AUNOY: Object to the form.

6 A. The five-year inspection, as I
7 understand, was selected as the appropriate amount of
8 time to inspect the vehicle and not be a burden on
9 the customer coming in frequently.

10 MR. SCHMITZ:

11 Q. Who made the decision for it to be
12 five years? Who decided that that was not burdensome
13 on consumers?

14 A. I do not know.

15 Q. Why did they settle on five years
16 being kind of the goldilocks zone of burden as
17 opposed to three years, ten years, or even yearly?

18 A. As I understand it, during the
19 discovery we could not find any documents or studies
20 on that topic.

21 Q. So how do you know that that's the
22 reason for the five-year selection if you couldn't
23 find any documents or studies bearing on this issue?

24 MR. D'AUNOY: Object to the form.

25 A. Can you repeat the question, please?



1 MR. SCHMITZ:

2 Q. How do you know that the reason the
3 five-year period interval was selected was because of
4 the relative burden on consumers if you were unable
5 to find any documents or studies on that issue?

6 MR. D'AUNOY: Same objection,
7 objection to form. And I would also just caution the
8 witness not to reveal any communications he's had
9 with counsel.

10 A. I don't have any response outside of
11 counsel.

12 MR. SCHMITZ:

13 Q. Did FCA U.S. LLC ever have any studies
14 concerning the relative burden on a consumer for this
15 powertrain inspection?

16 MR. D'AUNOY: Object to the form.

17 A. I'm not aware of any documents or
18 studies.

19 MR. SCHMITZ:

20 Q. So you testified earlier that you
21 couldn't locate any documents or studies, you're not
22 aware that they ever existed, so I think we're again
23 back to the question of if there were no documents or
24 studies, how do you know that the reason for the
25 five-year selection is because of the relative burden



1 on consumers?

2 MR. D'AUNOY: Object to the form.

3 A. I do not have an answer outside of
4 discussion with counsel.

5 MR. SCHMITZ:

6 Q. Where did FCA U.S. LLC look to try and
7 determine if there were any documents or studies on
8 the relative burden to consumers for the interval for
9 this powertrain inspection?

10 MR. D'AUNOY: Object to the form and I
11 would also just caution the witness not to divulge
12 conversations with counsel.

13 A. Can you please repeat the question?

14 MR. SCHMITZ:

15 Q. Where did FCA U.S. LLC look to attempt
16 to find documents or studies concerning the relative
17 burden on consumers for the powertrain inspection
18 interval?

19 MR. D'AUNOY: Same objection.

20 A. Are you asking for specific locations?

21 MR. SCHMITZ:

22 Q. Wherever FCA U.S. LLC looked.

23 MR. D'AUNOY: Same objection.

24 A. It's my understanding there was a
25 thorough search performed for those documents.



1 MR. SCHMITZ:

2 Q. What did that thorough search entail?

3 MR. D'AUNOY: Same objection. Again,
4 I would just caution the witness not to divulge
5 substantive communication with counsel.

6 A. I do not know.

7 MR. SCHMITZ:

8 Q. How do you know that it was a thorough
9 inspection?

10 MR. D'AUNOY: Same objection.

11 A. I cannot answer outside of
12 conversation with counsel.

13 MR. SCHMITZ:

14 Q. Who performed this search?

15 MR. D'AUNOY: Same objection.

16 A. I do not know.

17 MR. SCHMITZ:

18 Q. Who told you that the search was
19 thorough?

20 MR. D'AUNOY: Same objection. Again,
21 caution the witness not to reveal communications with
22 counsel in-house or out-house, inside counsel or
23 outside counsel.

24 A. I cannot answer that outside of
25 conversation with counsel.



1 MR. SCHMITZ:

2 Q. Sitting here today you do not know
3 where was searched for these documents, you do not
4 know who performed the search. How do you know,
5 then, that the search was thorough?

6 MR. D'AUNOY: Same objections and also
7 getting outside the scope of the deposition as
8 noticed.

9 A. Can you repeat that question, please?

10 MR. SCHMITZ:

11 Q. If you don't know who performed the
12 search and where they looked, how do you know that it
13 is accurate to say that a thorough search was
14 performed?

15 MR. D'AUNOY: Same objections. Again,
16 I'll just caution the witness not to reveal
17 substantive communications with counsel.

18 A. I cannot answer that question.

19 MR. SCHMITZ:

20 Q. Why can you not answer that question?

21 MR. D'AUNOY: Same objections.

22 A. Attorney-client privilege.

23 MR. SCHMITZ:

24 Q. What attorney told you the answer to
25 the questions that I'm asking?



1 MR. D'AUNOY: Don't answer that
2 question, Chris.

3 MR. SCHMITZ:

4 Q. Are you willing to answer the
5 question, Mr. Edwards?

6 A. No.

7 Q. On what date were you told the answers
8 to who performed the search and where they searched?

9 MR. D'AUNOY: Don't answer that,
10 Chris.

11 MR. SCHMITZ:

12 Q. Are you willing to answer the
13 question, Mr. Edwards?

14 A. No.

15 Q. Who was present for the conversation
16 in which you were told who performed the search and
17 where the search was conducted?

18 MR. D'AUNOY: Don't answer that
19 question, Chris.

20 MR. SCHMITZ:

21 Q. Are you willing to answer the
22 question, Mr. Edwards?

23 A. No.

24 MR. SCHMITZ: I'm going to flag this
25 line of questioning to revisit in a motion to compel.



1 MR. SCHMITZ:

2 Q. How do you know that your testimony
3 that a thorough search was conducted is truthful if
4 you do not know or cannot say who performed the
5 search and where they searched?

6 MR. D'AUNOY: Chris, you don't have to
7 answer that question. This whole line of questioning
8 is getting into attorney-client privilege.

9 MR. SCHMITZ:

10 Q. Mr. Edwards, are you willing to answer
11 the question?

12 A. No.

13 Q. So by my understanding the basis for
14 your testimony that a thorough search was conducted
15 is information that was provided to you by your
16 attorney, whether in-house or outside; is that
17 accurate?

18 MR. D'AUNOY: Chris, you don't have to
19 answer that question. Mark, this whole line of
20 questioning is privileged. You're just going about
21 in different ways trying to get him to testify about
22 what conversations he's had with counsel, when they
23 were, what was said, who was there, who said what.
24 It's all improper and I'm going to instruct the
25 witness not to answer.



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1 MR. SCHMITZ:

2 Q. Mr. Edwards, are you willing to answer
3 the question?

4 A. No.

5 MR. SCHMITZ: Steve, I'm just building
6 the record so that Judge O'Hara can decide this issue
7 because I think that that privilege is improper and
8 asserted privilege is improper.

9 MR. SCHMITZ:

10 Q. Has FCA attempted to identify who was
11 involved in the decision to set the interval at five
12 years for the powertrain inspection?

13 MR. D'AUNOY: Object to the form.

14 A. Sorry. Could you repeat that?

15 MR. SCHMITZ:

16 Q. Has FCA U.S. LLC attempted to identify
17 the people who were involved in the decision to set
18 the powertrain inspection interval at five years?

19 MR. D'AUNOY: Object to the form. I'd
20 also advise the witness not to divulge the substance
21 of any attorney-client communication.

22 A. I'm sorry, I need the question again.

23 MR. SCHMITZ: And, Steve, your
24 objection is preserved.

25 MR. SCHMITZ:



1 MR. SCHMITZ:

2 Q. When was that investigation performed?

3 MR. D'AUNOY: Again, same caution to
4 the witness to not reveal the substance of
5 attorney-client communications.

6 A. I do not know outside of counsel.

7 MR. SCHMITZ:

8 Q. When you say you don't know outside of
9 counsel, is that to say that you do know the answer,
10 but you're not willing to give it to me because of an
11 assertion of privilege?

12 MR. D'AUNOY: Same objection.

13 A. I don't know what the term assertion
14 of privilege means.

15 MR. SCHMITZ:

16 Q. I guess ultimately do you know what
17 the answer to the question is without telling me who
18 performed the inspection? Do you know who performed
19 the investigation that we've been discussing?

20 MR. D'AUNOY: Object to the form and
21 I'm also going to caution the witness to not disclose
22 the substance of attorney-client communications.

23 A. I cannot answer that question.

24 MR. SCHMITZ:

25 Q. Why are you unable to answer that



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1 question?

2 MR. D'AUNOY: Same objections.

3 A. Attorney-client privilege.

4 MR. SCHMITZ:

5 Q. When were you told who performed the
6 investigation concerning the individual or
7 individuals responsible for setting the powertrain
8 inspection interval at five years?

9 MR. D'AUNOY: Chris, don't answer that
10 question on the basis of privilege.

11 MR. SCHMITZ: Why don't we take
12 another break.

13 (Recess.)

14 MR. SCHMITZ:

15 Q. We're back on the record and,
16 Mr. Edwards, right before we took the break I'd asked
17 a question and your counsel had instructed you not to
18 answer. Are you willing to answer that question?

19 MR. D'AUNOY: Mark, this is Steve. I
20 don't recall what the question and the answer was,
21 but maybe for our benefit we should read that back
22 because I believe there was an answer.

23 MR. SCHMITZ:

24 Q. The question was when were you told
25 who had performed the investigation to determine who



1 was involved in the decision to set the powertrain
2 inspection interval at five years.

3 MR. D'AUNOY: Yes. I'm going to
4 object because, again, the question is trying to seek
5 information about attorney-client privileged
6 communication, so I will instruct the witness not to
7 answer.

8 MR. SCHMITZ:

9 Q. Mr. Edwards, are you willing to answer
10 that question?

11 A. No.

12 Q. You testified earlier that the
13 maintenance on the maintenance schedules that we
14 walked through, the ones back in the owner's manual,
15 that that maintenance does not have to be done at an
16 authorized dealer; correct?

17 A. That is correct.

18 Q. Do you need to change that testimony
19 at all?

20 MR. D'AUNOY: Object to the form.

21 A. I don't follow your question.

22 MR. SCHMITZ:

23 Q. Are you standing by that testimony?

24 A. Can you clarify? The question is if
25 the maintenance is required at an FCA dealer?



1 MR. D'AUNOY: Same objection.

2 A. Yes.

3 MR. SCHMITZ:

4 Q. And I asked you whether any of those
5 seven advertisements were used in Kansas and you did
6 not know the answer to that question; correct?

7 MR. D'AUNOY: Same objection.

8 A. Correct.

9 MR. SCHMITZ:

10 Q. And I asked you when those
11 advertisements were used and you couldn't tell me a
12 month or a year when those advertisements were used;
13 correct?

14 MR. D'AUNOY: Same objection.

15 A. Correct.

16 MR. SCHMITZ:

17 Q. Other than that you don't know whether
18 TV spots were used, that you don't know whether a
19 radio spot was used, that you don't know about any
20 advertisements beyond the seven in Exhibit 6, do you
21 know anything else about how FCA U.S. LLC advertised
22 or marketed the Lifetime Powertrain Limited Warranty?

23 MR. D'AUNOY: Same objection.

24 A. No.

25 MR. SCHMITZ:



1 Q. Was FCA U.S. LLC's advertising of the
2 Lifetime Powertrain Limited Warranty limited to those
3 seven advertisements in Exhibit 6?

4 MR. D'AUNOY: Same objection.

5 A. I do not know.

6 MR. SCHMITZ:

7 Q. So you are unable to tell me whether
8 or not those seven advertisements are the universe of
9 advertisements FCA U.S. LLC used for this warranty?

10 MR. D'AUNOY: Same objection.

11 A. Correct.

12 MR. SCHMITZ:

13 Q. In 2016 the manifold bolts on
14 plaintiff's 2009 Ram 1500 broke; is that correct?

15 MR. D'AUNOY: Object to the form.

16 A. Based off of the RO that I had
17 reviewed from the dealership, yes.

18 MR. SCHMITZ:

19 Q. And Mr. Marksberry asked FCA U.S. LLC
20 to pay for or reimburse the cost of the repair of
21 those manifold bolts; correct?

22 MR. D'AUNOY: Object to the form.

23 A. He submitted a customer CAIR case.

24 Could we pull that up to look at the details of what
25 the phone conversation was?



1 MR. SCHMITZ:

2 Q. So I'm showing you what's been marked
3 as Exhibit 11. For the record this is Bates numbered
4 FCA_Marksberry 583 through 587 and the C-A-I-R, the
5 CAIR report beginning on the third page of Exhibit
6 11, this is the CAIR report that you were
7 referencing; correct?

8 A. Correct.

9 Q. And in the notes it indicates that
10 Mr. Marksberry called in, that he was upset that the
11 Lifetime Powertrain Warranty wasn't being honored and
12 he wanted it to be reinstated, is that an accurate
13 summary?

14 MR. D'AUNOY: Object to the form.

15 A. I'm just reading it. Yes. Customer
16 would like to have the LTLW, which is the Lifetime
17 Powertrain Limited Warranty, reinstated on his
18 vehicle, yes.

19 MR. SCHMITZ:

20 Q. And as a part of that he wanted to be
21 reimbursed for the approximately \$1,300 that he had
22 paid to get the manifold bolts on his vehicle fixed;
23 correct?

24 MR. D'AUNOY: Object to the form.

25 A. I do not see that in the case that's



1 on the screen in front of us.

2 MR. SCHMITZ:

3 Q. So FCA U.S. LLC does not recall
4 whether or not plaintiff requested a refund or
5 reimbursement for the money he spent to get his
6 vehicle repaired; correct?

7 MR. D'AUNOY: Object to the form.

8 MR. KURTZ: Mark, could you repeat
9 that? I'm sorry, you cut out.

10 MR. SCHMITZ:

11 Q. So my understanding is that FCA U.S.
12 LLC does not recall whether or not plaintiff
13 requested that his money be returned or reimbursed
14 for the May 2016 repairs to his vehicle; is that
15 correct?

16 MR. D'AUNOY: Object to the form.

17 A. Based off what is contained in this
18 CAIR document, I do not see anything where it states
19 that he had requested reimbursement.

20 MR. SCHMITZ:

21 Q. Is this CAIR record a transcript of
22 the call or is this the customer service
23 representative's notes and the summary that they
24 chose to provide?

25 MR. D'AUNOY: Object to the form.



1 A. This would be the notes that the
2 customer CAIR agent entered.

3 MR. SCHMITZ:

4 Q. So this is not a transcript of the
5 conversations; correct?

6 MR. D'AUNOY: Object to the form.

7 A. Correct.

8 MR. SCHMITZ:

9 Q. Does FCA U.S. LLC record calls to the
10 customer CAIR team?

11 A. I do not know.

12 Q. Who would know the answer to that
13 question?

14 MR. D'AUNOY: Object to the form,
15 outside the scope.

16 A. The customer CAIR department.

17 MR. SCHMITZ:

18 Q. When we talked about the FCA U.S. LLC
19 baseline document retention policy, the general
20 baseline was for most records to be retained for
21 three years; correct?

22 MR. D'AUNOY: Object to the form.

23 A. Yes.

24 MR. SCHMITZ:

25 Q. And so if a recording was made for the



1 conversation on May 14th, 2016, which is when Michael
2 Marksberry called in; correct?

3 A. That is correct.

4 Q. So if a recording was made, it should
5 have been kept until at least May 14th of 2019;
6 correct?

7 A. Yes.

8 Q. And so that would put it after this
9 lawsuit was filed and served upon FCA U.S. LLC;
10 correct?

11 MR. D'AUNOY: Object to the form,
12 outside the scope.

13 A. I do not know the date that the
14 lawsuit was filed.

15 MR. SCHMITZ:

16 Q. Did FCA U.S. LLC institute a
17 litigation hold for documents relevant to this
18 lawsuit?

19 MR. D'AUNOY: I'm going to just
20 caution the witness not to reveal the substance of
21 conversations that he's had with counsel.

22 A. Can you repeat the question, please?

23 MR. SCHMITZ:

24 Q. Did FCA U.S. LLC issue a legal hold
25 applicable to documents and records relevant to this



1 lawsuit?

2 MR. D'AUNOY: Again, I'd just caution
3 the witness not to reveal substantive communications
4 with counsel.

5 A. I am not aware of a hold.

6 MR. SCHMITZ:

7 Q. If this lawsuit was served upon FCA
8 U.S. LLC prior to May 14th of 2019, should any
9 recording of that phone call have been preserved?

10 MR. D'AUNOY: Object to the form,
11 outside the scope.

12 A. Yes.

13 MR. SCHMITZ:

14 Q. Has FCA U.S. LLC attempted to
15 determine whether or not any of the phone calls with
16 Michael Marksberry in May of 2016 were recorded?

17 MR. D'AUNOY: Object to the form,
18 outside the scope.

19 A. I do not know.

20 MR. SCHMITZ:

21 Q. Who would know the answer to that
22 question?

23 MR. D'AUNOY: Same objection.

24 A. Who would know if FCA -- can you
25 repeat it? I'm sorry.



C E R T I F I C A T E

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I, ANGELA R. CORKILL, a Certified Court Reporter, do hereby certify:

That prior to being examined the witness was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to writing under my direction;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

The original transcript is in the custody of:

Mr. Mark W. Schmitz
Bell Law, LLC
2600 Grand Boulevard, Suite 580
Kansas City, Missouri 64108

WITNESS my hand and seal this 29th day of March, 2021.

ANGELA R. CORKILL _____
CSR No. 1387, CCR No. 961

MICHAEL MARKSBERRY vs. FCA US LLC f/k/a CHRYSLER GROUP LLC and LANDERS MCLARTY OLATHE KS, LLC, d/b/a OLATHE DODGE CHRYSLER JEEP RAM