ARIZONA SUPREME COURT
ORAL ARGUMENT CASE SUMMARY

BILL PARROT v. DAIMLERCHRYSLER CORPORATION,
CV-05-0104-PR

PARTIES AND COUNSEL:

Petitioner: DaimlerChrysler Corporation, represented by Negatu Molla and Jennifer L. Haman of Bowman and Brooke, L.L.P.

Respondent: Bill Parrot, represented by Marshall Meyers of Krohn & Moss, Ltd.

FACTS:

Bill Parrot leased a 2000 Jeep Cherokee manufactured by DaimlerChrysler from Pitre Chrysler Plymouth Jeep Eagle ("Pitre") in Scottsdale, Arizona. Pitre assigned the lease to a lender, Chrysler Financial Company, L.L.C. The lease declared that the Jeep would be subject to a "New Vehicle Written Warranty Provided by the Manufacturer." Parrot was given a warranty booklet that stated that the vehicle had a three-year/36,000-mile manufacturer's warranty. Over the next two years, Parrot took the vehicle to authorized dealers six times for repairs under the warranty. The problems with the vehicle (including noise problems) were not fixed to Parrot's satisfaction. The vehicle was inspected by a DaimlerChrysler representative, and later by an expert hired by Parrot. DaimlerChrysler and the expert disagreed as to whether there were problems with the vehicle. Parrot filed suit against DaimlerChrysler, alleging breaches of written warranties pursuant to the Magnuson-Moss Act and the Lemon Law. Parrot also continued to attempt to get the vehicle repaired. Parrot later returned the vehicle.

DaimlerChrysler and Parrot each filed a motion for summary judgment. DaimlerChrysler argued that the Magnuson Moss Act does not apply to a leased vehicle. The trial court granted DaimlerChrysler's motion for summary judgment, and later entered a final judgment against Parrot. Parrot appealed. The court of appeals reversed, finding that the Magnuson Moss Act does apply to this lease.

ISSUES: (As stated by the Petitioner)

1. Does the Magnuson Moss Warranty Act ("MMWA") apply to leased vehicles?

2. Does the Arizona Motor Vehicles Warranties Act ("Lemon Law") apply to leased vehicles?

3. The Court of Appeals did not address the issue of whether the remedies of the MMWA or the Lemon Law apply to lessees.

Relevant Statutes: Relevant portions of the MMWA, 15 U.S.C.A. § 2301, provide:

> (3) The term "consumer" means a buyer (other than for purposes of resale) of any consumer product, any person to whom such product is transferred during the duration of an implied or written warranty (or service contract) applicable to the product, and any other person who is entitled by the terms of such warranty (or service contract) or under applicable State law to enforce against the warrantor (or service contractor) the obligations of the warranty (or service contract).
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> (6) The term "written warranty" means—
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> > (A) any written affirmation of fact or written promise made in connection with the sale of a consumer product by a supplier to a buyer which relates to the nature of the material or workmanship and affirms or promises that such material or workmanship is defect free or will meet a specified level of performance over a specified period of time, or
> >
> > (B) any undertaking in writing in connection with the sale by a supplier of a consumer product to refund, repair, replace, or take other remedial action with respect to such product in the event that such product fails to meet the specifications set forth in the undertaking,
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> which written affirmation, promise, or undertaking becomes part of the basis of the bargain between a supplier and a buyer for purposes other than resale of such product.

15 U.S.C.A. § 2301(3) and (6).

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