

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

Index No.

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HARVEY WEINSTEIN,

Plaintiff,

**SUMMONS**

-against-

FCA US LLC d/b/a FIAT CHRYSLER  
AUTOMOBILES a/k/a CHRYSLER,

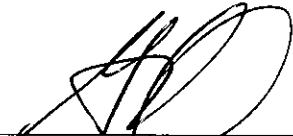
Defendant.

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To the above-named Defendant:

YOU ARE HEREBY SUMMONED to appear in the SUPREME COURT OF THE STATE NEW YORK, COUNTY OF NEW YORK at the office of the Clerk of the said Court at 60 Centre Street, New York, New York 10013, within the time provided by law as noted below and to file answer to the below complaint with the clerk: upon failure to answer, judgment will be taken against you by default in an amount to be determined by the Court in the amount of \$5,000,000.00 plus statutory interest from August 17, 2019, together with the costs and disbursements of this action.

Dated: March 25, 2022  
Port Chester, New York

  
Kavulich & Associates, P.C.  
By: Gary Kavulich, Esq.  
181 Westchester Ave., Suite 500C  
Port Chester, NY 10573  
(914) 355-2074

Defendant's Addresses:

FCA US LLC  
1000 Chrysler Drive  
Auburn Hills MI 48326

FCA US LLC  
c/o New York Secretary of State  
28 Liberty Street  
New York, NY 1005

Note: The law provides that: (a) If the summons is served by its delivery to you personally within the City of New York, you must appear and answer within TWENTY days after such service; or (b) If the summons is served by any means other than personal delivery to you within the City of New York, you must appear and answer within THIRTY days after proof of service thereof is filed with the Clerk of this Court.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

Index No.

-----X  
HARVEY WEINSTEIN,

Plaintiff,

**VERIFIED COMPLAINT**

-against-

FCA US LLC d/b/a FIAT CHRYSLER  
AUTOMOBILES a/k/a CHRYSLER,

Defendant.

-----X

Plaintiff Harvey Weinstein by its attorneys, Kavulich & Associates, P.C., as and  
for its Complaint alleges:

**THE PARTIES**

1. Plaintiff Harvey Weinstein (“Weinstein”) is an individual and resident of the State of New York.
2. Defendant FCA US LLC (“Chrysler”) is, upon information and belief, a foreign limited liability company authorized to do business in the State of New York.

**BACKGROUND**

3. Weinstein was catastrophically injured and rendered paralyzed as a result of a single automobile incident and rollover which occurred on August 17, 2019 on Bedford Center Road in the town of Bedford, State of New York.
4. The vehicle, a 2017 Jeep Wrangler (“Vehicle”) was registered in the State of Michigan and was owned by Chrysler.
5. Prior to the incident, Chrysler provided the Vehicle to Weinstein for the purpose of obtaining an appearance of Chrysler’s products in one of Weinstein’s film productions.

6. On August 17, 2019, Weinstein was driving the Vehicle on Bedford Center Road when, in attempt to avoid a deer, the Vehicle failed to decelerate despite Weinstein's application of the Vehicle's braking system which resulted in a loss of vehicle control and subsequent rollover of the vehicle.

7. At the time of the incident, Weinstein was properly seated in the Vehicle's front passenger seat and was properly wearing the seat belt.

8. As a direct result of Chrysler's tortious conduct (as set forth below), Weinstein suffered catastrophic, permanent paralyzing injuries, as well as significant and continuing conscious pain and suffering.

**AS AND FOR THE FIRST CAUSE OF ACTION**

(Strict Products Liability)

9. Weinstein repeats the foregoing allegations as if fully set forth herein.

10. Chrysler is in the business of manufacturing, designing, testing, assembling, marketing and selling 2017 Jeeps, including the 2017 Jeep that is the subject of this lawsuit.

11. The Vehicle was defective and unreasonably dangerous to the ultimate users, operators or consumers, including Weinstein, when it was designed, manufactured, tested, assembled, marketed, distributed, and sold by Chrysler for reasons including, but not limited to, the following:

- a. the Vehicle was defective and unreasonably dangerous because it was neither designed, manufactured, tested, nor assembled with a restraint system that would adequately protect and/or restrain its occupants during an accident and/or rollover, including the incident;
- b. the Vehicle was defective and unreasonably dangerous because it was neither designed, manufactured, tested, nor assembled with a restraint system that would prevent the seatbelts, buckles, retractors, webbing, and/or latches from failing, slackening,

- releasing, and/or unlatching during an accident and/or rollover, including the incident;
- c. the Vehicle was defective and unreasonably dangerous because it was neither designed, manufactured, tested, nor assembled in a manner that would protect the occupants from ordinary and foreseeable damage occurring during an accident and/or rollover, including the incident;
  - d. the Vehicle was defective and unreasonably dangerous because it was neither designed, manufactured, tested, nor assembled with a roof that would maintain its structural integrity so as to protect occupants from injury during an accident and/or rollover, including the incident;
  - e. the Vehicle was defective and unreasonably dangerous because it was designed, manufactured, tested, and assembled in a manner that caused it to be inherently unstable and unsafe in terms of the Vehicle's handling and stability, and to have an unreasonable rollover propensity;
  - f. the Vehicle was defective and unreasonably dangerous because of the failure to properly design, manufacture, test, assemble, inspect, market, distribute, and/or sell the Vehicle in a manner that would prevent its component parts from failing during an accident and/or rollover, including the incident;
  - g. the Vehicle was defective and unreasonably dangerous because it was neither designed, manufactured, tested, nor assembled in a manner that would adequately protect the Vehicle's occupants during an accident and/or rollover, including the incident;
  - h. the Vehicle was defective and unreasonably dangerous because it was neither designed, manufactured, tested nor assembled with seats and/or window glass that would withstand ordinary foreseeable damage during an accident and/or rollover, including the incident;
  - i. the Vehicle was defective and unreasonably dangerous because the Vehicle failed to meet all applicable and reasonable safety standards including, but not limited to, internal standards and federal motor vehicle safety standards, as well as other reasonable standards;
  - j. the Vehicle was defective and unreasonably dangerous because it failed to provide adequate protection when being operated as

advertised and intended and because it was furnished without adequate warnings;

- k. the Vehicle was defective and unreasonably dangerous due to the inadequacy or absence of warning stickers, placards, or any proper documentation or notice to alert users regarding the hazardous conditions as stated above; and
- l. the Vehicle was defective and unreasonably dangerous because it was not reasonably crashworthy.

12. The Vehicle and all of its component parts were substantially unchanged from its condition when Chrysler provided the Vehicle to Weinstein.

13. For the reasons set forth above, the Vehicle was unreasonably dangerous to foreseeable users and occupants, including Weinstein, who was properly restrained and was using the Vehicle in an ordinary and foreseeable manner.

14. The defects described above directly and proximately caused severe and permanent injuries to Weinstein, in that it or they directly and in a natural and continuous sequence produced, contributed substantially to, and/or enhanced Weinstein's injuries.

15. The actions of Chrysler as set forth above constitute willful and wanton misconduct in disregard for the rights and safety of Weinstein, and warrant the imposition of punitive damages against Chrysler.

16. By reason of the foregoing, Weinstein suffered severe, permanent, painful, and debilitating injuries and has been caused to endure hospital and medical care and has been incapacitated from performing her usual activities and duties for a long time.

17. Therefore, based on the foregoing, Weinstein is entitled to judgment against Chrysler in the amount of no less than \$5,000,000.00 plus statutory interest from August 17, 2019.

**AS AND FOR THE SECOND CAUSE OF ACTION**

(Manufacturer's Negligence)

18. Weinstein repeats the foregoing allegations as if fully set forth herein.

19. Chrysler knew, or in the exercise of due care should have known, that the Vehicle, when used in a reasonably foreseeable manner, would create a foreseeable and unreasonable zone of risk of harm to the occupants of the Vehicle.

20. Chrysler was under a duty to properly and adequately design, manufacture, assemble, test, inspect, label, provide adequate warnings for, package, distribute and/or sell the Vehicle in a reasonably safe condition so as to not present a danger to members of the general public who reasonably and expectantly under ordinary circumstances would come into contact with the Vehicle, including, but not limited to, Weinstein.

21. Chrysler breached its duty by negligently designing, manufacturing, assembling, testing, inspecting, labeling, packaging, failing to warn, marketing, distributing and/or selling the Vehicle when it was not in a reasonably safe condition for foreseeable use for reasons including, but not limited to, the following:

- a. Failing to properly design, manufacture, test, assemble, inspect, market, distribute, and/or sell the Vehicle in a manner that would adequately protect and/or restrain the Vehicle's occupants during an accident and/or rollover, including the incident;
- b. Failing to properly design, manufacture, test, assemble, inspect, market, distribute, and/or sell the Vehicle with an adequate restraint system that would prevent the seatbelts, buckles, retractors, webbing, and/or latches from failing, slackening, releasing, and/or unlatching during an accident and/or rollover, including the incident;
- c. Failing to properly design, manufacture, test, assemble, inspect, market, distribute, and/or sell the Vehicle in a manner that would protect the occupants from ordinary and foreseeable damage occurring during an accident and/or rollover, including the incident;
- d. Failing to properly design, manufacture, test, assemble, inspect, market, distribute, and/or sell the Vehicle with a roof that would

- maintain its structural integrity so as to protect occupants from injury during an accident and/or rollover, including the incident;
- e. Failing to properly design, manufacture, test, assemble, inspect, market, distribute, and/or sell the Vehicle in a manner that would prevent its component parts from failing during an accident and/or rollover, including the incident;
  - f. Failing to properly design, manufacture, test, assemble, inspect, market, distribute, and/or sell the Vehicle in a manner that would prevent its component parts from failing during an accident and/or rollover, including the incident;
  - g. Failing to properly design, manufacture, test, assemble, inspect, market, distribute, and/or sell the Vehicle in a manner that would adequately protect the Vehicle's occupants during an accident and/or rollover, including the incident;
  - h. Failing to properly design, manufacture, test, assemble, inspect, market, distribute, and/or sell the Vehicle with seats and/or window glass that could withstand ordinary and foreseeable damage during an accident and/or rollover, including the incident;
  - i. Failing to properly design, manufacture, test, assemble, inspect, market, distribute, and/or sell the Vehicle in accordance with all applicable and reasonable safety standards including, but not limited to, internal standards and federal motor vehicle safety standards, as well as other reasonable standards;
  - j. Failing to properly design, manufacture, test, assemble, inspect, market, distribute, and/or sell the Vehicle in a manner that provided adequate occupant protection when being operated as advertised and intended, and because it was furnished without adequate warnings;
  - k. Failing to properly design, manufacture, test, assemble, inspect, market, distribute, and/or sell the Vehicle with adequate warning stickers, placards, or any proper documentation or notice to alert users regarding the hazardous conditions as stated above; and
  - l. Failing to provide a reasonably crashworthy vehicle.

22. The negligence described above directly and proximately caused severe and permanent injuries to Weinstein, in that it or they directly and in a natural and continuous sequence produced, contributed substantially to, and/or enhanced Weinstein's injuries.

23. The actions of Chrysler as set forth above constitute willful and wanton misconduct in disregard of the rights and safety of Weinstein, and warrant the imposition of punitive damages against Chrysler.

24. By reason of the foregoing, Weinstein suffered severe, permanent, painful and debilitating injuries and has been caused to endure hospital and medical care and has been incapacitated from performing his usual activities and duties for a long time.

25. Therefore, based on the foregoing, Weinstein is entitled to judgment against Chrysler in the amount of no less than \$5,000,000.00 plus statutory interest from August 17, 2019.

**AS AND FOR THE THIRD CAUSE OF ACTION**

(Breach of Warranty)

26. Weinstein repeats the foregoing allegations as if fully set forth herein.

27. Chrysler, through media advertising, by their appearance and packaging through the dissemination of brochures, manuals and pamphlets, made representations about the character, quality and/or recommended uses of the Vehicle and its component parts, including the Vehicle's restraints system, structure, roof, braking system, and stability.

28. Weinstein relied on Chrysler's representations about the character, quality and/or recommended uses of the Vehicle and its component parts, including the Vehicle's restraints system, structure, roof, braking system, and stability.

29. As a result of the defective and unreasonably dangerous condition of the Vehicle and its component parts, including but not limited to the Vehicle's roof, structure, stability, restrain system, braking system, and/or glass as set forth in this Complaint, Chrysler, by selling the Vehicle in such a condition, breached implied and express warranties on which Weinstein relied.



30. The defective conditions that existed when the Vehicle was provided to Weinstein, which resulted from Chrysler's breach of express and implied warranties, were substantial factors in causing the grievous and serious injuries sustained by Weinstein.

31. As a result of the defective and unreasonably dangerous condition of the Vehicle and its component parts, including but not limited to the Vehicle's roof, structure, stability, restraint system, braking system, and/or glass as set forth in this Complaint, Chrysler, by providing the Vehicle in such a condition, breached the implied warranty of merchantability, on which Weinstein relied.

32. The defective conditions that existed when the Vehicle was sold, which resulted from Chrysler's breach of the implied warranty of merchantability, were substantial factors in causing the grievous and serious injuries sustained by Weinstein.

33. As a result of the defective and unreasonably dangerous condition of the Vehicle and its component parts, including the Vehicle's roof, structure, stability, restraint system, braking system, and/or glass as set forth in this Complaint, Chrysler, by providing the Vehicle in such a condition, breached the implied warranty of fitness for particular purposes, on which Weinstein relied.

34. The defective conditions that existed when the Vehicle was provided to Weinstein, which resulted from Chrysler's breach of the implied warranty of fitness for a particular purposes, were substantial factors in causing the grievous and serious injuries sustained by Weinstein.

35. *By reason of the foregoing, Weinstein suffered severe, permanent, painful and debilitating injuries and has been caused to endure hospital and medical care and has been incapacitated from performing his usual activities and duties for a long time.*

36. Therefore, based on the foregoing, Weinstein is entitled to judgment against Chrysler in the amount of no less than \$5,000,000.00 plus statutory interest from August 17, 2019.

**AS AND FOR THE FOURTH CAUSE OF ACTION**  
(Owner's Negligence)

37. Weinstein repeats the foregoing allegations as if fully set forth herein.

38. Chrysler as owner, custodian, possessor, and/or licensor of the Vehicle was under a duty to properly and adequately inspect, maintain, and repair the Vehicle including, but not limited to, the tires, braking system, safety systems, and restraint systems.

39. Chrysler knew, or in the exercise of due care should have known, that its failure to maintain the Vehicle in the manner described above would create a foreseeable and unreasonable risk of an accident and harm to the occupants of the Vehicle such as Weinstein.

40. Chrysler breached its duty by negligently inspecting, maintaining and repairing the Vehicle, which was not in a reasonably safe condition for foreseeable use for reasons including, but not limited to, the following:

- a. Failing to properly inspect, maintain and repair the Vehicle;
- b. Failing to properly install tires on the Vehicle;
- c. Failing to ensure that the Vehicle was in a reasonably safe condition for foreseeable uses;
- d. Violating the statutes, laws and regulations of the State of New York and State of Michigan for the inspection, maintenance, repair on the Vehicle;
- e. Failing to properly train its employees in the inspection, maintenance and repair on the Vehicle; and,
- f. Failing to properly supervise its employees in the inspection, maintenance, repair on the Vehicle.

41. The negligence described above directly and proximately caused severe and permanent injuries to Weinstein, in that it directly in a natural and continuous sequence produced, contributed substantially to, and/or enhanced Weinstein's injuries.

42. The actions of Chrysler as set forth above constitute willful and wanton misconduct in disregard of the rights and safety of Weinstein and warrant the imposition of punitive damages against Chrysler.

43. By reason of the foregoing, Weinstein suffered severe, permanent, painful, and debilitating injuries and has been caused to endure hospital and medical care and has been incapacitated from performing his usual activities and duties for a long time.

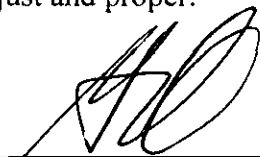
44. Therefore, based on the foregoing, Weinstein is entitled to judgment against Chrysler in the amount of no less than \$5,000,000.00 plus statutory interest from August 17, 2019.

**WHEREFORE**, Plaintiff demands judgment against Defendant as follows:

- a. On the First Cause of Action, Plaintiff is entitled to judgment against Defendant in the amount of no less than \$5,000,000.00 plus statutory interest from August 17, 2019;
- b. On the Second Cause of Action, Plaintiff is entitled to judgment against Defendant in the amount of no less than \$5,000,000.00 plus statutory interest from August 17, 2019;
- c. On the Third Cause of Action, Plaintiff is entitled to judgment against Defendant in the amount of no less than \$5,000,000.00 plus statutory interest from August 17, 2019;

- d. On the Fourth Cause of Action, Plaintiff is entitled to judgment against Defendant in the amount of no less than \$5,000,000.00 plus statutory interest from August 17, 2019;
- e. Together with costs and disbursements of this action; and
- f. For such other and further relief as the Court deems just and proper.

Dated: March 25, 2022  
Port Chester, New York



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Kavulich & Associates, P.C.  
By: Gary Kavulich, Esq.  
181 Westchester Ave., Suite 500-C  
Port Chester, NY 10573  
(914) 355-2074

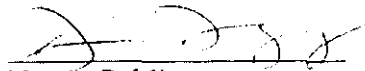
**VERIFICATION**

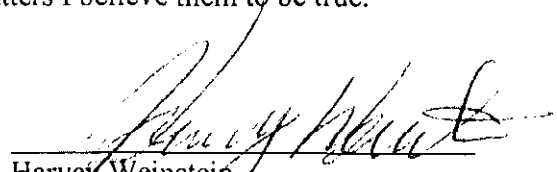
State of New York            )  
  ) ss  
County of New York         )

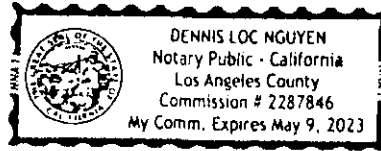
Harvey Weinstein, being duly sworn deposes and says:

I am the Plaintiff HARVEY WEINSTEIN herein. I have read this Complaint and know the contents thereof to be true to my own knowledge except as to those matters stated on information and belief, and as to those matters I believe them to be true.

Sworn to before me this  
25 day of March, 2022

  
\_\_\_\_\_  
Notary Public

  
\_\_\_\_\_  
Harvey Weinstein



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

Index No.

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HARVEY WEINSTEIN,

Plaintiff,

-against-

FCA US LLC d/b/a FIAT CHRYSLER  
AUTOMOBILES a/k/a CHRYSLER,

Defendant.

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NOTICE OF  
ELECTRONIC  
FILING  
(Mandatory Case)  
(Uniform Rule § 202.5-  
bb)

You have received this Notice because:

- 1) The Plaintiff/Petitioner, whose name is listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and
- 2) You are a Defendant/Respondent (a party) in this case.

- If you are represented by an attorney:  
Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).
- If you are not represented by an attorney:  
You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.

If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.

The benefits of participating in e-filing include:

- serving and filing your documents electronically
- free access to view and print your e-filed documents

- limiting your number of trips to the courthouse
- paying any court fees on-line (credit card needed)

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- visit: [www.nycourts.gov/efile-unrepresented](http://www.nycourts.gov/efile-unrepresented) or
- contact the Clerk’s Office or Help Center at the court where the case was filed. Court contact information can be found at [www.nycourts.gov](http://www.nycourts.gov)

To find legal information to help you represent yourself visit [www.nycourthelp.gov](http://www.nycourthelp.gov)

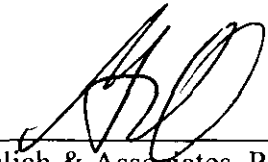
Information for  
Attorneys  
(E-filing is Mandatory  
for Attorneys)

An attorney representing a party who is served with this notice must either:

- 1) immediately record his or her representation within the e-filed matter on the NYSCEF site [www.nycourts.gov/efile](http://www.nycourts.gov/efile) ; or
- 2) file the Notice of Opt-Out form with the clerk of the court where this action is pending and serve on all parties. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the knowledge to operate such equipment. [Section 202.5-bb(e)]

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at [www.nycourts.gov/efile\\_or](http://www.nycourts.gov/efile_or) or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: [efile@nycourts.gov](mailto:efile@nycourts.gov)).

Dated: March 25, 2022  
Port Chester, New York



Kavulich & Associates, P.C.  
By: Gary Kavulich, Esq.  
181 Westchester Ave., Suite 500-C  
Port Chester, NY 10573  
(914) 355-2074

Defendant’s Address:  
FCA US LLC  
1000 Chrysler Drive  
Auburn Hills MI 48326

FCA US LLC  
c/o New York Secretary of State  
28 Liberty Street  
New York, NY 1005