UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

SUMMARY ORDER

RULINGS BY SUMMARY ORDER DO NOT HAVE PRECEDENTIAL EFFECT. CITATION TO A SUMMARY ORDER FILED ON OR AFTER JANUARY 1, 2007, IS PERMITTED AND IS GOVERNED BY FEDERAL RULE OF APPELLATE PROCEDURE 32.1 AND THIS COURT'S LOCAL RULE 32.1.1. WHEN CITING A SUMMARY ORDER IN A DOCUMENT FILED WITH THIS COURT, A PARTY MUST CITE EITHER THE FEDERAL APPENDIX OR AN ELECTRONIC DATABASE (WITH THE NOTATION "SUMMARY ORDER"). A PARTY CITING TO A SUMMARY ORDER MUST SERVE A COPY OF IT ON ANY PARTY NOT REPRESENTED BY COUNSEL.

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, in the City of New York, on the 30th day of August, two thousand eleven.

PRESENT:

RALPH K. WINTER,
JOSÉ A. CABRANES,
CHESTER J. STRAUB,
Circuit Judges.

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ANTHONY CALI,

Plaintiff-Appellant,

v. No. 11-642-cv

CHRYSLER GROUP, LLC,

Defendant-Appellee.

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FOR PLAINTIFF-APPELLANT: SERGEI LEMBERG (Susan Schneiderman), Lemberg & Associates LLC, Stanford, CT.

FOR DEFENDANT-APPELLEE: JOHN W. ROGERS, (Kathy A. Wisniewski, Thompson Coburn LLP, Carl J. Schaerf, Schnader Harrison Segal & Lewis LLP, *on the brief*), Thompson Coburn LLP, New York, NY.

Appeal from a January 18, 2011 judgment of the United States District Court for the Southern District of New York (Jed S. Rakoff, *Judge*).

UPON DUE CONSIDERATION, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the order of the District Court is **AFFIRMED**.

Plaintiff-appellant Anthony Cali ("Cali"), appeals the order of the District Court dismissing, for failure to state a claim upon which relief can be granted pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure, Cali's complaint against defendant-appellee Chrysler Group LLC ("Chrysler") for breach of express warranty, breach of written warranty under Magnuson-Moss Warranty Act, and breach of implied warranty of merchantability. We assume the parties' familiarity with the underlying facts, proceedings below, and specification of issues on appeal.

We review *de novo* a district court's dismissal of a complaint for failure to state a claim upon which relief can be granted, accepting all well-pleaded, factual allegations in the complaint as true and drawing all inferences in favor of the plaintiff. *See, e.g.*, *Desiano v. Warner-Lambert & Co.*, 467 F.3d 85, 89 (2d Cir. 2006). To survive a motion to dismiss on the pleadings, the complaint, including accompanying exhibits and documents incorporated by reference, must plead "enough facts to state a claim to relief that is plausible on its face." *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007); *see also Ashcroft v. Iqbal*, 129 S. Ct. 1937, 1949 (2009) (a claim will have "facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged").

Following *de novo* review of the record, we affirm the judgment of the District Court for substantially the same reasons stated in its careful and comprehensive opinion, *see Cali v. Chrysler Grp. LLP*, No. 10-cv-7606, 2011 WL 383952 (S.D.N.Y. Jan. 18, 2011). Cali failed to plead sufficient facts, beyond mere conclusory statements, to state plausible claims for breach of express warranty, breach of implied warranty, and violations of the Magnuson-Moss Warranty Act.

CONCLUSION

We have considered Cali's other arguments on appeal and have found them to be without merit. Accordingly, the judgment of the District Court is hereby **AFFIRMED**.

FOR THE COURT:
Catherine O'Hagan Wolfe, Clerk