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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF SAN DIEGO**

12 MITCHELL SNOWMAN, individually and on  
13 behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 FCA US LLC,

17 Defendant.

Case No.: 24CU012939C

18 **CLASS ACTION COMPLAINT AND**  
19 **DEMAND FOR JURY TRIAL**

- 20 1. **FRAUD BY**  
21 **OMISSION/FRAUDULENT**  
22 **CONCEALMENT**  
23 2. **UNJUST ENRICHMENT**  
24 3. **VIOLATION OF CONSUMERS**  
25 **LEGAL REMEDIES ACT**  
26 4. **BREACH OF EXPRESS**  
27 **WARRANTY**  
28 5. **BREACH OF IMPLIED**  
**WARRANTY**  
6. **VIOLATION OF BUSINESS &**  
**PROFESSIONS CODE § 17200, et**  
**seq.**

1 INTRODUCTION

2 1. Plaintiff Mitchell Snowman (“Plaintiff”)<sup>1</sup> brings this action individually and on  
3 behalf of all persons in the State of California who purchased or leased 2011 or newer Chrysler,  
4 Dodge, Jeep, or RAM-branded vehicle equipped with the 3.6L Pentastar V6 Classic engine<sup>2</sup> (“Class  
5 Vehicles”) against Defendant FCA US LLC (“Defendant” or “FCA”). The allegations herein are  
6 based on personal knowledge as to Plaintiff’s own conduct and are made as to other matters based  
7 on an investigation by counsel, including an analysis of publicly available information evaluated by  
8 Plaintiff’s retained expert.

9 2. This is a consumer class action concerning the misrepresentation of materials facts,  
10 the failure to disclose material facts, and safety concerns to consumers.

11 3. Defendant manufactured, marketed, distributed, and sold the Class Vehicles without  
12 disclosing that the Class Vehicles possessed a defective valvetrain that materially affects the ability  
13 of the vehicles to operate as intended and provide safe, reliable transportation. FCA equipped these  
14 vehicles with the 3.6L Pentastar Classic V6 engine, knowing that it suffered from a defective  
15 valvetrain, and falsely marketed the vehicles as safe to drive, durable, reliable, and capable of  
16 providing transportation.

17 4. The Class Vehicles are equipped with the 3.6L Pentastar Classic V6 Engine (the  
18 “Engine”). The Engine suffers from a defective valvetrain design that leads to premature failure of  
19 components of its valvetrain, including, without limitation, the Roller Finger Followers (“RFF” also  
20 referred to as “Rocker Arms”), camshaft, and the Hydraulic Lash Adjusters (“HLA” or “lifters”)(the  
21 “Defect”). In particular, the RFF and its internal components are too small and cannot withstand the  
22 mechanical load and heat produced by the Engine, causing these and other valve train components  
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24  
25 <sup>1</sup> Mitchell Snowman sought to join *Maugain et al v. FCA US LLC*, Case No. 22-cv-00116 (D. Del.  
26 2022), as a named plaintiff. *Id.* at ECF No. 125. Because the motion to amend the *Maugain*  
complaint to add Mr. Snowman was denied, *id.* at ECF No. 137, Mr. Snowman now brings this suit  
to preserve his rights.

27 <sup>2</sup> These vehicles include but are not limited to: 2011-2016 Chrysler Town & Country; 2011-2019  
28 Dodge Journey; 2011-2023 Dodge Challenger; 2011-2023 Dodge Charger; 2011-2015 Dodge  
Durango; 2011-2020 Dodge Grand Caravan; 2011-2015 Jeep Grand Cherokee; 2011-2022 Chrysler  
300; 2012-2018 Jeep Wrangler; 2014-2017 Chrysler 200; 2012-2023 Ram 1500; 2014-2021 Ram  
Promaster; and 2011-2014 Dodge Avenger.

1 to fail or prematurely wear far before the intended useful life of the components. As a result, the  
2 defective valvetrain cannot adequately, properly and timely transfer the motion of the cam lobes to  
3 open and close the valves to effectuate proper internal combustion. As these parts fail, the valvetrain  
4 no longer operates to effectively permit the intake of air and fuel and the exhaust of combustion by-  
5 products, resulting in engine misfires.

6 5. The Defect may cause an audible ticking noise from the engine, engine misfires  
7 often resulting in bucking and surging, decreased engine performance, decreased fuel economy,  
8 premature failure of valvetrain components, degradation in engine performance, early failure or  
9 destruction of camshaft and other valvetrain components, and may require a full cylinder head  
10 replacement. If left unaddressed, the Defect can cause catastrophic engine failure. Additionally,  
11 metal particles and debris from the worn RFF, and related components, may contaminate the engine  
12 oil and circulate throughout the engine, damaging vital components and the engine at-large.

13 6. Despite FCA's knowledge, at least as early as 2013, of the existence and severity of  
14 the Defect, it touted the quality, durability, reliability, and performance of the Class Vehicles via its  
15 public statements and multimedia marketing campaigns. FCA also advertised that the Engine was of  
16 high quality, with exceptional performance and comparatively low cost of ownership.

17 7. The Defect is the result of under-designed valvetrain in the 3.6L Pentastar Classic V-  
18 6 engine.

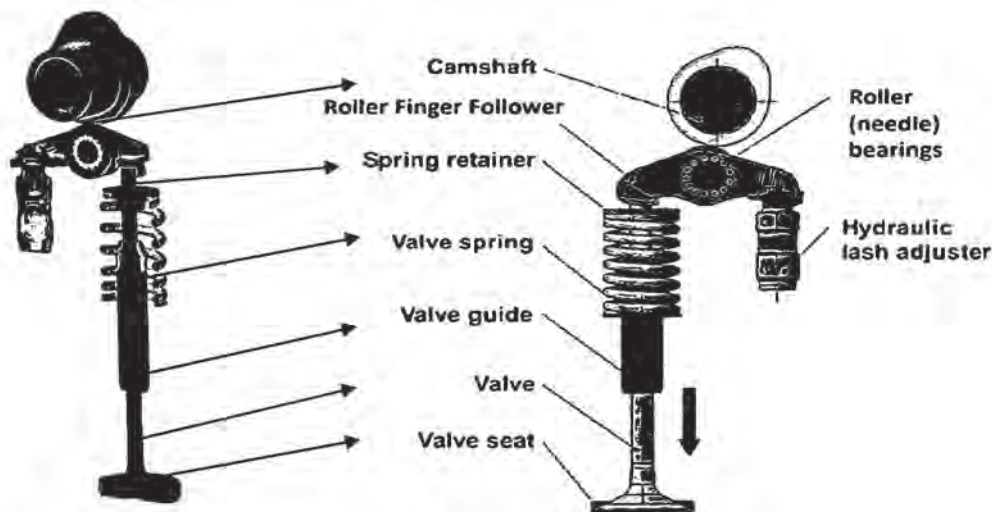


Figure 1

1 In particular, the needle bearings in the RFF lack the diameter to bear the mechanical load of the  
2 Engine, causing the bearings to wear prematurely and the RFF to fail. The Defect causes unsafe  
3 driving conditions because the Class Vehicles have a significant chance of failing while being  
4 driven. Further, even the lesser symptoms of the Defect affect vehicle performance and safety,  
5 making it harder for a driver to control the vehicle as it loses power, hesitates, or misfires.

6 8. The Defect is inherent in each Class Vehicle and was present at the time of sale or  
7 lease to each Class Member. Each of the Engines installed in the Class Vehicles is identical or  
8 substantially similar, in that FCA made no material changes to the design of the Pentastar Classic  
9 engine over the years.

10 9. Discovery will show that FCA never approved and implemented a repair that would  
11 fully address the Defect. Instead, it deployed *Band-Aid fixes* that worked only to delay the failure of  
12 the component parts until the Class Vehicles were outside the warranty period—passing the cost of  
13 the repair onto the consumer. Rather than fixing the 3.6L Pentastar Classic V-6 engine, FCA  
14 designed an entirely new engine, the 3.6L Pentastar Upgrade V-6 engine, which addressed the  
15 design defects with the Pentastar Classic engine valvetrain. However, even as FCA phased the  
16 upgraded engine into production and into the market in certain FCA vehicles, FCA continued to  
17 produce and sell Class Vehicles with the 3.6L Pentastar Classic V6 engine without disclosing the  
18 Defect to consumers.

19 10. The Defect not only causes unsafe driving conditions, but also causes internal  
20 damage to other engine components, notably the camshaft and the Hydraulic Lash Adjusters (also  
21 referred to as lifters)<sup>3</sup>. Discovery will show that FCA has no approved repair for the Defect and  
22 merely replaces defective parts with equally defective parts and therefore consumers are often faced  
23 with repeated repairs because the replacement parts do not cure the Defect. Further, many repair  
24 attempts may leave damage to other engine components unaddressed, leading to cumulative harmful  
25 effects which undermine the expected life of the Engine even when repairs are made before  
26 complete engine failure.

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<sup>3</sup> Hydraulic Lash Adjusters (“HLA”) and lifters are used interchangeably from time to time.

1           11. Replacing the RFF, camshaft and associated valvetrain components can cost from  
2 \$712.70 to \$1,939.10, while it can cost more than \$9,000 for a new engine. Knowing that there is  
3 no permanent repair for the Defect, FCA directs its authorized dealerships to merely replace certain  
4 parts with equally defective parts, while informing consumers that their vehicles are fixed, including  
5 when repairs were made under warranty. In this matter, FCA has purposefully concealed the  
6 existence and extent of the Defect, in order to transfer the costs of repairs from itself to  
7 unsuspecting consumers.

8           12. The Defect not only decreases the value of the Class Vehicles, because there is no  
9 permanent repair, it can endanger drivers and passengers in the vehicles. For example, when the  
10 vehicles suddenly lose power, drivers will be unable to maintain speed on highways or other  
11 roadways, become stranded on roadways, or have difficulty crossing intersections, leading to an  
12 increased chance of collision. The Defect also creates uncertainty for the owners and lessees of the  
13 Class Vehicles, who cannot rely on their vehicles to operate safely or reliably, even after repairs  
14 have been performed.

15           13. Despite knowing that the Class Vehicles are equipped with engines that suffer from a  
16 design defect that causes the valvetrain system to prematurely fail well before its useful and  
17 expected life, while also damaging internal engine components, FCA failed to disclose such  
18 information about the Defect to the public and failed to offer a permanent remedy for the Defect.  
19 Rather, FCA represented that the Engines installed in Class Vehicles were of high-quality and  
20 reliable, as well as sufficient for the intended use of the vehicles. FCA's deliberate non-disclosure  
21 and omission of these defects artificially inflated the purchase and lease price for these vehicles.  
22 Had FCA disclosed the Defect, Plaintiff and the Class members would not have purchased their  
23 vehicles or would have paid less for them.

24           14. When an automobile manufacturer sells a car, it has a duty under federal law to  
25 ensure that the car functions properly and safely and is free from material defects which undermine  
26 the ability of the vehicle to provide safe, reliable transportation. Federal law requires that when an  
27 automobile manufacturer discovers a safety defect, it must disclose the defect and remedy the  
28 problem or cease selling the car. Further, when a company provides a warranty, it must honor that

1 warranty. FCA deceived its customers when it promised to stand by the warranty it issued to  
2 purchasers when it had no intent to do so, when it failed to honor the warranties by providing only  
3 illusory repairs, when it sold vehicles that were not capable of providing safe, reliable  
4 transportation, and when it failed to disclose a safety defect in the Class Vehicles.

5 15. Plaintiff and members of the Classes reasonably expected that FCA's representations  
6 that the Class Vehicles were properly engineered and equipped to handle ordinary, public road  
7 driving would be true and complete and would not omit material information. However, Defendant  
8 concealed and failed to disclose to Plaintiff and members of the Classes that the Defect exists in the  
9 Class Vehicles and that there is a significant safety risk when the Class Vehicles suddenly misfire,  
10 hesitate, buck, surge, or lose power while being driven. Moreover, Defendant concealed that, as a  
11 result of the Defect, the Class Vehicles will require significant, costly repairs.

12 16. Based on pre-production testing; design failure mode analysis; warranty claims;  
13 replacement part orders; ongoing communications with its suppliers and dealers regarding defective  
14 parts; consumer complaints, including complaints to NHTSA; and investigations and testing done in  
15 response to those complaints, as well as other sources of internal data not available to consumers,  
16 Defendant was aware of the Defect in the Class Vehicles but concealed the Defect from Plaintiff  
17 and members of the Classes. Indeed, despite being aware of the Defect and numerous complaints,  
18 FCA knowingly, actively and affirmatively omitted and/or concealed the existence of the Defect to  
19 increase profits by selling additional Class Vehicles and by unlawfully transferring the cost of repair  
20 and replacement of the valvetrain and other damaged associated parts to Plaintiff and members of  
21 the Class.

22 17. FCA had exclusive knowledge of the defective design of the 3.6L Pentastar Classic  
23 V6 valvetrain which was material to Plaintiff and Class Members, who could not reasonably know  
24 of the Defect. FCA has not disclosed the Defect to the purchasers or lessees, like Plaintiff, at the  
25 point of purchase or through advertisements or marketing materials. Such full and complete  
26 disclosures would have influenced Class Members' purchase decisions and the purchase price they  
27 paid. The undisclosed Defect also diminished the resale of the Class Vehicles. Under all  
28 circumstances, FCA had a duty to disclose the latent Defect at the point of sale of the Class

1 Vehicles. Instead, FCA failed and refused—and continues to refuse—to disclose the Defect and  
2 provide a meaningful remedy to those who have suffered economic harm as a result of the Defect.  
3 Worse, FCA has denied warranty coverage to consumers with vehicles that are still covered by  
4 warranty for this Defect, particularly in refusing to replace all the components damaged by  
5 defective RFF and other valvetrain components.

6 18. The Defect presents a safety risk to drivers and passengers, causes damages to  
7 valvetrain and ancillary components over time, and makes vehicles equipped with the defective  
8 Engines imminently dangerous, as the Engine may fail while the vehicle is in motion. It makes the  
9 Class Vehicles unfit for the ordinary and advertised use of providing safe and reliable  
10 transportation. As such, the Defect presents a breach of the implied warranty of merchantability.

11 19. Additionally, because FCA concealed and failed to disclose the Defect, owners have  
12 suffered and continue to suffer substantial damages and should be entitled to the benefits of all  
13 tolling and estoppel doctrines.

14 20. As a direct and proximate result of FCA's concealment of, and failure to disclose,  
15 the Defect, Plaintiff and Class members: (1) overpaid for the Class Vehicles because the  
16 undisclosed Defect inflated the market price; (2) have Vehicles that have significantly diminished  
17 resale value; (3) have Vehicles that suffer premature failure of valvetrain components, including  
18 Roller Finger Followers, HLAs, and camshafts, as well as catastrophic failures of the engine; (4)  
19 have and/or must expend significant money to have their Vehicles (inadequately) repaired; and (5)  
20 are not able to use their Vehicles for their intended purpose and in the manner FCA advertised.

21 21. FCA breached the implied warranty through which FCA promised to, *inter alia*,  
22 provide Class Vehicles fit for the ordinary and advertised purpose for which they were sold.  
23 Because the Defect was present at the time of sale or lease of the Class Vehicles and concealed  
24 from Plaintiff and members of the Class, FCA, was required to repair or replace the Engine. Despite  
25 this, FCA has failed to repair or replace the defective and damaged parts, free of charge.

26 22. FCA's decision to sell the Class Vehicles without disclosing its specialized  
27 knowledge of the Defect also violates a number of consumer state laws.

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1           29. Had FCA disclosed the Defect before Plaintiff Snowman purchased his vehicle, he  
2 would have seen such and been aware of the disclosures. Indeed, FCA's misstatements and  
3 omissions were material to Plaintiff Snowman, who was acting as a reasonable consumer. Like all  
4 members of the Class, Plaintiff Snowman would have not purchased his Class Vehicle, or would  
5 have paid less for the vehicle, had he known of the Defect.

6           30. In addition, at the time Plaintiff Snowman purchased his vehicle, and in purchasing  
7 his vehicle, he relied upon representations from FCA and its authorized dealership that he saw  
8 during his internet research, heard from the salesperson, and reviewed on the window sticker that  
9 the vehicle was fully functional, safe, durable, reliable, and that the engine operated correctly and  
10 effectively. Plaintiff Snowman relied on those representations and the omission of, or failure to  
11 disclose the Defect, in purchasing the vehicle, and absent those representations and omissions,  
12 would not have purchased the vehicle or would have paid less for it.

13           31. At all times during his ownership of the vehicle, Plaintiff Snowman properly  
14 maintained and serviced his Class Vehicle according to FCA's recommended maintenance  
15 guidelines.

16           32. In January 2022, Plaintiff Snowman began to hear a ticking noise coming from the  
17 vehicle's engine compartment. On or about February 1, 2022, when his vehicle had approximately  
18 18092 miles on the odometer, Plaintiff Snowman took his vehicle to Orange Coast Chrysler Jeep  
19 Dodge Ram Fiat, an authorized FCA dealership located in Costa Mesa, California complaining of a  
20 ticking noise from the engine compartment. The dealership diagnosed his vehicle as having (2)  
21 collapsed HLA and (2) damaged RFF. The dealership replaced all HLA and RFF and installed new  
22 valve cover gaskets and plenum seals. However, that repair failed to correct the Defect.

23           33. On or about March 30, 2022, Plaintiff Snowman brought his vehicle to Cutter  
24 Chrysler Dodge Jeep Ram Fiat of Honolulu, an authorized FCA dealership in Honolulu, Hawaii,  
25 complaining about a noise coming from the left side of the engine compartment which had not  
26 changed since the previous repair. The dealership verified the tapping noise and diagnosed the case  
27 as being from faulty valve guides. The dealership replaced the left cylinder head and all related  
28 gaskets and seals under warranty. The repair, however, did not correct the Defect.

1           34. On or about October 3, 2023, Plaintiff Snowman brought his vehicle to Cutter  
2 Chrysler Dodge Jeep Ram of Pearl City, an authorized FCA dealership in Pearl City, Hawaii  
3 because he still heard tapping noise in coming from the engine compartment after the left cylinder  
4 head was replaced. Because the vehicle was still under powertrain warranty, the dealership tore  
5 down the vehicle and verified the tapping noise came from the left bank cylinder head area. The  
6 dealership diagnosed several RFF as being worn and replaced the (12) left bank RFF along with  
7 deformed valve cover seals and intake seals.

8           35. At the time of the attempted repair and pursuant to FCA's established guidelines, the  
9 authorized dealership did not replace all of the RFF and associated components within the Engine,  
10 nor did they examine the interior of the Engine to check for damage from debris. Because the  
11 warranty on his vehicle has expired, Plaintiff Snowman will now bear the cost of any further repairs  
12 needed due to the prior repair being incomplete. He is concerned that other parts of the engine may  
13 have been damaged due to the Defect, particularly because his vehicle vibrates significantly rougher  
14 on idle since the repairs have been attempted.

15           36. To date, Plaintiff Snowman has received no notification from FCA about any  
16 potential permanent repair or modification, or change to the maintenance schedule which would  
17 either repair the Defect or prevent the Defect from causing additional damage to his Class Vehicle.

18           37. As a result of the Defect, Plaintiff Snowman has lost confidence in the ability of his  
19 Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes.  
20 Further, Plaintiff Snowman will be unable to rely on FCA's advertising or labeling in the future,  
21 and so will not purchase or lease another vehicle from FCA in the future, though he would like to  
22 do so.

23           38. At all times, Plaintiff Snowman, like all Class Members, has attempted to drive his  
24 Class Vehicle in a manner that is and was both foreseeable, and in a manner which it was intended  
25 to be used.

26 **Defendant**

27           39. Defendant FCA US LLC is a limited liability company organized and in existence  
28 under the laws of the State of Delaware. FCA US LLC's Corporate Headquarters are located at

1 1000 Chrysler Drive, Auburn Hills, Michigan 48326. FCA designs, manufactures, markets,  
2 distributes, services, repairs, sells, and leases passenger vehicles, including the Class Vehicles, in  
3 the State of California. FCA is the warrantor and distributor of the Class Vehicles in the United  
4 States. FCA's sole member is FCA North America Holdings LLC, a Delaware limited liability  
5 company, with its principal place of business located at 1000 Chrysler Drive, Auburn Hills,  
6 Michigan 48326. FCA North America Holdings LLC's sole member was Fiat Chrysler Automobiles  
7 N.V., which was incorporated as a public limited liability company (a "naamloze vennootschap")  
8 under the laws of the Netherlands. Its principal office is located at 25 St. James's Street, London  
9 SW1A 1HA, United Kingdom. FCA North America Holding LLC's sole member is now Stellantis  
10 N.V., with headquarters at Taurusavenue 1, 2132LS, Hoofddorp, the Netherlands. Stellantis N.V. is  
11 traded on the New York Stock Exchange under symbol "STLA."

12 40. FCA is a motor vehicle manufacturer and a licensed distributor of new, previously  
13 untitled motor vehicles. FCA (like its predecessor, Chrysler) is one of the "Big Three" American  
14 automakers (with Ford and General Motors). FCA engages in commerce by distributing and selling  
15 new and unused passenger cars and motor vehicles under the Chrysler, Dodge, Jeep, Ram, and Fiat  
16 brands. Other major divisions of FCA include Mopar, its automotive parts and accessories division,  
17 and SRT, its performance automobile division.

18 41. FCA has designed, manufactured, imported, distributed, offered for sale, sold, and  
19 leased the Class Vehicles with the knowledge and intent to market, sell, and lease them in all 50  
20 states. Moreover, FCA and its agents designed, manufactured, marketed, distributed, warranted,  
21 sold and leased the Class Vehicles in each state in the United States. Dealers act as FCA's agents in  
22 selling automobiles under the Fiat Chrysler name and disseminating vehicle information provided  
23 by Fiat Chrysler to customers.

24 42. FCA has a nationwide dealership network and operates offices and facilities  
25 throughout the United States, including in the State of California. In order to sell vehicles to the  
26 general public, FCA enters into agreements with dealerships who are then authorized to sell the  
27 brands of vehicles owned by FCA, including Jeep, to consumers such as Plaintiff. In return for the  
28 exclusive right to sell new FCA-brand vehicles in a geographic area, authorized dealerships are also

1 permitted to service and repairs these vehicles under the warranties FCA provides directly to  
2 consumers. These contracts give FCA a significant amount of control over the actions of the  
3 dealerships, including sale and marketing over the vehicles and parts and accessories for those  
4 vehicles. All service and repairs at an authorized dealership are also completed according to FCA's  
5 explicit instructions, issued through service manuals, technical service bulletins ("TSBs"), and other  
6 documents. Per the agreements between FCA and the authorized dealers, consumers such as  
7 Plaintiff can receive services under FCA's issued warranties at dealer locations that are convenient  
8 to them.

9 43. FCA also develops and disseminates the owners' manuals, warranty booklets,  
10 maintenance schedules, advertising such as vehicle brochures, and other promotion materials  
11 relating to Class Vehicles through the dealership network. FCA is also responsible for the  
12 production and content of the information on the Monroney Stickers.

13 44. FCA warrants the Class Vehicles and is the drafter of those warranties, the terms of  
14 which unreasonably favor FCA. The warranties given by FCA to Plaintiff and consumers are  
15 presented on a "take it or leave it" basis, and Plaintiff and consumers are not given a meaningful  
16 choice in the terms of the warranties provided by FCA.

17 **JURISDICTION AND VENUE**

18 45. This action is brought by Plaintiff individually, as a consumer in California. The  
19 value of injunctive relief sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior  
20 Court and will be established according to proof at trial. The Court has jurisdiction over this action  
21 pursuant to California Constitution, Article VI, section 10. The statutes under which this action is  
22 brought do not specify any other basis for jurisdiction. An actual controversy also exists for  
23 purposes of issuing declaratory and injunctive relief.

24 46. This Court has personal jurisdiction over FCA US, LLC because it is a limited  
25 liability company registered to do business in California and doing business in San Diego County,  
26 with retail locations in this County.

27 47. Venue is proper in this Court because FCA US, LLC does business in San Diego  
28 County and Plaintiff's transaction occurred in San Diego County.

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**FACTUAL ALLEGATIONS**

A. *Background of the Subject Engine*

48. FCA’s predecessor corporation, DaimlerChrysler AG and its US subsidiary, Chrysler Group<sup>4</sup> began developing the Phoenix V-6 engine (now known as the “Pentastar” V-6 engine) in 2005.<sup>5</sup> According to Bob Lee, FCA’s former Vice President, Head of Engine and Electrified Propulsion Engineering and “part of the Pentastar team,” “[t]here were many times it looked like the Pentastar V-6 wasn’t going to happen.” *Id.* ““When the Pentastar was conceived, we started with a clean sheet of paper and the goal of producing an engine that made the most sense for the customer and for us,” Lee said.”<sup>6</sup> FCA’s design decisions, however, made little sense for its customers, *i.e.*, consumers, Plaintiff, and Class Members.

49. In October 2006, Chrysler Group lost \$1.5 billion in 2006 and DaimlerChrysler was considering selling Chrysler or spinning it off.<sup>7</sup> “Chrysler said that it was striving to cut its manufacturing and marketing costs by \$1,000 a car, under a plan called Project Refocus [...]” *Id.*

50. In August 2007, “DaimlerChrysler AG . . . completed the sale of an 80 percent stake in its U.S. unit, Chrysler Group, to private equity firm Cerberus Capital Management.”<sup>8</sup>

51. In December 2008, President George W. Bush “announced an emergency financial rescue plan” to aid the “Big Three” automakers, including Chrysler, to “prevent the collapse of the country’s struggling auto industry” by making “immediately available \$13.4 billion government loans from the Troubled Assets Relief Program (TARP), a \$700 billion fund approved by Congress” that would “allow the auto companies to continue operating through March 2009, when they were

<sup>4</sup> See Lee Iacocca, Editors of Encyclopedia Britannica, *Chrysler*, last updated Mar. 30, 2024, <https://www.britannica.com/topic/Chrysler> (last visited Apr. 5, 2024).

<sup>5</sup> See Bob Lee, *10 Million and Counting!* Feb. 19, 2019, <https://blog.stellantisnorthamerica.com/2019/02/19/10-million-and-counting/> (last visited Apr. 5, 2024).

<sup>6</sup> Mission Accomplished: Pentastar Engine Family Accounts for All Chrysler Group V-6 Offerings, Aug. 28, 2013, <https://media.stellantisnorthamerica.com/newsrelease.do?id=14717&mid=&searchresult> (last visited Apr. 5, 2024).

<sup>7</sup> See Micheline Maynard and Nick Bunkley, *Chrysler Announces \$1.5 Billion Loss*, The New York Times, Oct. 25, 2006, <https://www.nytimes.com/2006/10/25/business/25cnd-motor.html> (last visited Apr. 5, 2024).

<sup>8</sup> See *DaimlerChrysler completes Chrysler sale to Cerberus*, Reuters, Aug. 9, 2007, <https://www.reuters.com/article/idUSWEB5782/> (last visited Apr. 5, 2024).

1 required to either demonstrate ‘financial viability’ or return the money. An additional stipulation  
2 required the companies to undergo restructuring.”<sup>9</sup> Chrysler was under extraordinary pressure to  
3 turn a profit.

4 52. Soon, in January 2009, Fiat, an Italian automaker, announced it would take a 35  
5 percent stake in Chrysler.<sup>10</sup> During an interview at the 2009 New York Auto Show, Frank Klegon,  
6 Chrysler’s Executive Vice President of Product Development announced the “3.6-liter V6 will  
7 replace seven Chrysler engines and can be used in both front- and rear-drive configurations.”<sup>11</sup>  
8 Later that month, despite Chrysler’s predictions regarding the future success of its Pentastar  
9 program, President Obama forced Chrysler into federal bankruptcy protection to facilitate its  
10 alliance with Fiat, a merger investors had previously rejected. “The government would lend about  
11 \$8 billion to the company, on top of the \$4 billion it had already provided.”<sup>12</sup> “Two months later  
12 [Chrysler] finalized its deal with Fiat, which acquired most of Chrysler’s assets and took an initial  
13 20 percent stake in the automaker.”<sup>13</sup> “As part of the reorganization deal, a new company, Chrysler  
14 Group LLC, was formed.” *Id.* Bob Lee described “the separation of Chrysler and Daimler, a  
15 recession and collapse of auto sales, and then bankruptcy and Cerberus ownership” as “multiple  
16 shocks to the [Pentastar] team and the project.”<sup>14</sup> He wrote, “[w]hile we unveiled the Pentastar V-6  
17 at the New York auto show in April 2009, we had to make our case again when FIAT and [its CEO]  
18  
19

20 <sup>9</sup> See Lee Iacocca, Editors of Encyclopedia Britannica, *Chrysler*, last updated Mar. 30, 2024,  
21 <https://www.britannica.com/topic/Chrysler> (last visited Apr. 5, 2024).

22 <sup>10</sup> See Nick Bunkley, *Fiat acquires 35% Stake in Chrysler*, The New York Times, (Jan 20, 2009)  
23 <https://www.nytimes.com/2009/01/20/business/worldbusiness/20iht-21chryslerB.19528974.html>  
(last visited Apr. 5, 2024)

24 <sup>11</sup> See Bradford Wernle and Automotive News, *Jeep Grand Cherokee Debuts Chrysler V6*,  
25 *Autoweek*, Apr. 8, 2009, <https://www.autoweek.com/news/a2019451/jeep-grand-cherokee-debuts-chrysler-v6/> (last visited Apr. 5, 2024).

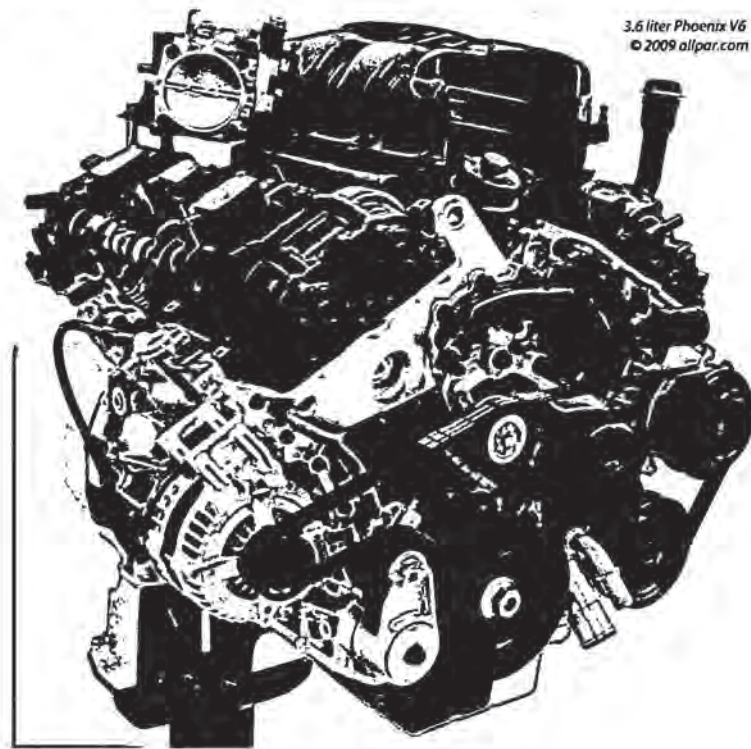
26 <sup>12</sup> See Jim Rutenberg and Bill Vlasci, *Chrysler Files to Seek Bankruptcy Protection*, The New York  
27 *Times*, Apr. 30, 2009, <https://www.nytimes.com/2009/05/01/business/01auto.html> (last visited Apr.  
28 5, 2024).

29 <sup>13</sup> See Lee Iacocca, Editors of Encyclopedia Britannica, *Chrysler*, last updated Mar. 30, 2024,  
30 <https://www.britannica.com/topic/Chrysler> (last visited Apr. 5, 2024); Stellantis, *Company  
31 Historical Timeline*, <https://media.stellantisnorthamerica.com/newsrelease.do?id=19819&mid=709>  
(last visited Apr. 5, 2024).

32 <sup>14</sup> See Bob Lee, *10 Million and Counting!* Feb. 19, 2019,  
33 <https://blog.stellantisnorthamerica.com/2019/02/19/10-million-and-counting/> (last visited Apr. 5,  
34 2024).

1 Sergio Marchionne arrived. Chris Cowland [Director of Advanced Powertrain] and I pitched the  
2 project to Sergio in July and gained approval to stay on track.” *Id.* \

3 53. On March 18, 2010, “Chrysler Group LLC celebrated the launch of its all-new  
4 Pentastar V-6 engine.”<sup>15</sup> According to Scott Garberding, Head of Manufacturing, “[t]he Pentastar  
5 engine is a cornerstone of Chrysler’s efforts to re-invent its business model with strong, brand-  
6 focused, world-class quality products.” *Id.* The Pentastar V-6 was to be used across the Chrysler,  
7 Ram Truck, Jeep, and Dodge product lineup, “resulting in flexibility, efficient operations and  
8 significant cost savings to the company.” *Id.* Chrysler announced the first application of the engine  
9 would be in the model year 2011 Jeep Grand Cherokee due out in the second quarter of 2010. *Id.*.



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23 **Figure 2**<sup>16</sup>

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26 <sup>15</sup> *Chrysler Group LLC Celebrates Production Launch of Pentastar V-6 Engine at All-new Trenton,*  
27 *Mich., Facility, Mar. 18, 2010,*  
<https://media.stellantisnorthamerica.com/newsrelease.do?id=9503&mid=&searchresult=true&searchTerms=%26quot%3BPentastar+V-6%26quot%3B> (last visited Apr. 5, 2024).

28 <sup>16</sup> Figure 2 depicts one of the earliest iterations of the 3.6L Pentastar V6 engine, previously known as the “Phoenix” engine.

1 54. The Engine was designed with significant improvements, in particular, (1) a lighter  
2 aluminum cast engine block to reduce weight, (2) additional chain drives to replace timing belts,  
3 and (3) the introduction of a variable cam timing design, which was meant to be more durable than  
4 previous engine designs.

5 55. Variable cam timing is meant to improve fuel efficiency and reduce emissions,  
6 primarily by advancing intake camshaft timing at medium engine speeds. In particular, the variable  
7 cam timing used in the Engine, referred to as the “hydraulic cam phasing,” works by varying the  
8 camshaft target position at the command of the powertrain control module, or PCM. Variable cam  
9 timing, a form of variable valve timing, is aimed at increasing fuel efficiency, but comes at the cost  
10 of increasing the mechanical load (*i.e.*, the physical stress) on valvetrain components. As such, any  
11 engine designed with variable valve timing or variable cam timing must have valvetrain  
12 components that are specifically designed to withstand the expected stress of the system.

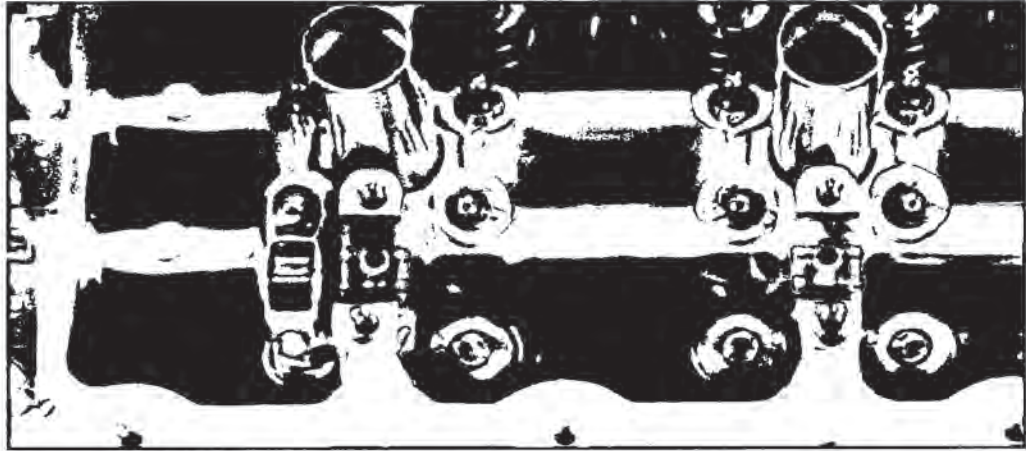
13 56. The camshaft itself holds the cam lobes, or cams, pointed ovoid shapes which are  
14 computer designed to ensure that the valves which allow fuel into the combustion chamber and the  
15 valves which allow exhaust gases to leave the combustor chamber are opened and closed at the  
16 proper time. In the Pentastar Classic Engine, the RFF come into contact with the cams via a roller in  
17 the center of the RFF. As the cam moves, the rotation motion of the lobe is converted into the  
18 rocking motion of the RFF arm. This motion then actuates the valve which is in contact with one  
19 arm of the RFF, so that corresponding valve opens and closes the intake or exhaust valve on the  
20 combustion chamber.

21 57. The RFF are also in contact with the HLA, or lifters, with one end over the lifter.  
22 The lifters, cylinders with an internal piston which actuate themselves by the circulation of engine  
23 oil, push up against the RFF as it pushes down on the valve stem. This force minimizes valve lash,  
24 or the distance between the RFF and the valve stem. Reduced lash provides a smoother ride and less  
25 noise.

26 58. Figure 3, below, illustrates how the RFF, as denoted by the red arrow, sits with one  
27 end over the valve stem and the other end over the lifter.  
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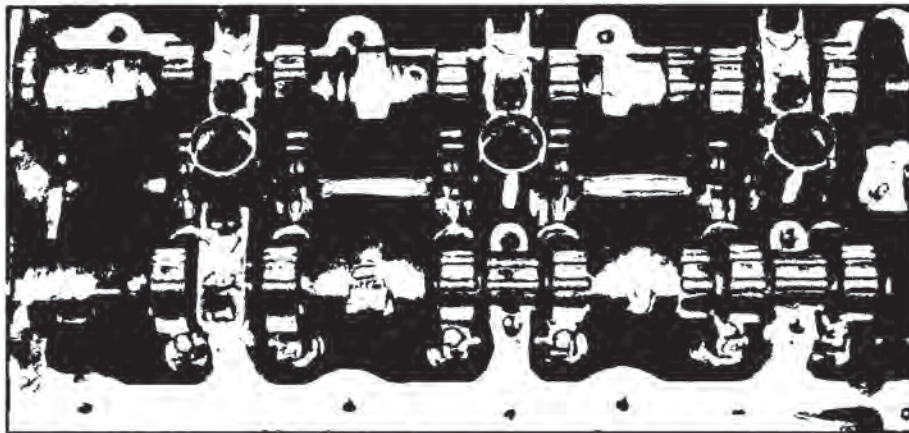


**Figure 3**

59. As depicted in Figure 3, the RFF in the Engine are particularly small, akin in size to the RFF in motorcycle engines.

60. The RFF in the Engine have a wheel in the center, which spins as it comes into contact with the cam. The wheel is locked into place by needle bearings but can become loose when the needle bearings wear down. When the RFF becomes loose, having been worn down by mechanical load, or breaks, the exhaust valves and the intake valves cannot function correctly, and the cylinder associated with the faulty RFF will be malfunction and misfire.

61. Two other camshafts are installed above the RFF in the Engine, as illustrated Figure 4 below. In total, the Engine has four cam shafts, two each overhead on each of the two banks of the engine.



**Figure 4**

1           62. In October 2010, Chrysler released general specifications for the Pentastar 3.6-Liter  
2 V-6 engine.<sup>17</sup> One month later Chrysler announced specifications for additional Model Year 2011  
3 vehicles available with the engine including the Chrysler 200,<sup>18</sup> Chrysler Town and Country,<sup>19</sup> and  
4 Dodge Charger.<sup>20</sup>

5           63. In August 2013, Chrysler announced that the Pentastar engine family accounted for  
6 all Chrysler Group V-6 offerings, powering “16 models across 11 segments – from mid-size car to  
7 full-size commercial van.”<sup>21</sup>

8           64. According to Mr. Lee, “The Pentastar program is a milestone in Chrysler Group’s  
9 ongoing Journey” and “[i]t not only is proof positive of our technical proficiency, it is tangible  
10 evidence of our deep-rooted commitment to excellence in powertrain development.” *Id.* “Pentastar  
11 engines enhance every vehicle in which they are offered.” “The Pentastar architecture distinguishes  
12 itself with flexibility that can best be described as ‘plug-and-play.’” *Id.* “With little or no  
13 modification, the 3.6-liter version accommodates longitudinal and transverse orientations; front-  
14 wheel-, rear-wheel-, all-wheel- and four-wheel-drive systems; and 6-speed manual and 6-, 8- and 9-  
15 speed automatic transmissions.” *Id.*

16           65. Since 2015, 47 percent of FCA vehicles sold are equipped with a Pentastar V-6  
17 engine.<sup>22</sup> In June 2015, FCA began to roll out the Pentastar Upgrade engine in various vehicles. On  
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20 <sup>17</sup> See Pentastar V-6 Specifications, Oct. 23, 2010,  
<https://media.stellantisnorthamerica.com/newsrelease.do?id=10150&mid=&searchresult=true&searchTerms=Pentastar> (last visited Apr. 5, 2024).

21 <sup>18</sup> See 2011 Chrysler 200 Press Kit, Nov. 14, 2010,  
22 <https://www.media.stellantisnorthamerica.com/newsrelease.do?id=10293&mid=&searchresult=true&searchTerms=%26quot%3BChrysler+200%26quot%3B> (last visited Apr. 5, 2024).

23 <sup>19</sup> See 2011 Chrysler Town & Country Press Kit, Nov. 14, 2010,  
24 <https://www.media.stellantisnorthamerica.com/newsrelease.do?id=10302&mid=&searchresult=true&searchTerms=%26quot%3Btown+> (last visited Mar. 19, 2024).

25 <sup>20</sup> See 2011 Dodge Charger Press Kit, Nov. 14, 2010,  
<https://www.media.stellantisnorthamerica.com/newsrelease.do?id=10294&mid=&searchresult=true&searchTerms=%26quot%3Bdodge+charger%26quot%3B> (last visited Mar. 19, 2024).

26 <sup>21</sup> See *Mission Accomplished: Pentastar Engine Family Accounts for All Chrysler Group V-6 Offerings*, Aug. 28, 2013,  
27 <https://media.stellantisnorthamerica.com/newsrelease.do?id=14717&mid=&searchresult> (last visited Apr. 5, 2024).

28 <sup>22</sup> See *Production of the FCA US Pentastar V-6 Engine Family Surpasses 5 Million, May 27, 2015*,  
<https://media.stellantisnorthamerica.com/newsrelease.do?id=16576&mid=> (last visited Apr. 5, 2024).

1 August 31, 2015, FCA announced the “formidable 3.6-liter Pentastar is remade for model-year  
2 2016,” and wrote “[i]ncreased fuel-efficiency was a key impetus in the development of the  
3 redesigned 3.6-liter Pentastar V-6 engine. FCA US LLC powertrain engineers evaluated multiple  
4 technologies, accumulating more than 4.7 million customer-equivalent miles using computer  
5 simulation and physical tests. Improvements were measured right down to the component level.  
6 And no improvement was too small to chase.”<sup>23</sup> The Press Release continued:

7 “With more than five million Pentastars on the road, we have clearly struck a chord in the  
8 marketplace,” says Bob Lee, FCA North America Vice President — Engine, Powertrain and  
9 Electrified Propulsion and Systems Engineering. “Such success brings enormous responsibility.  
Accordingly, we focused our efforts on improving efficiency and providing greater customer  
satisfaction in a package that delivers superior value.”

10 *Id.* Regarding the new Pentastar engine’s “torque boost of more than 14.9 percent,” Lee continued:

11 “We are particularly proud of this achievement because our engineering philosophy  
12 revolves around knowing our customers and anticipating their needs and wants. The new  
3.6-liter Pentastar delivers a driving experience that is exhilarating.”

13 *Id.*

14 66. FCA simultaneously released press kits including engine specifications for the  
15 Model Year 2016 Dodge Durango;<sup>24</sup> Dodge Journey;<sup>25</sup> Jeep Grand Cherokee;<sup>26</sup> Jeep Wrangler;<sup>27</sup>  
16 and Ram 1500,<sup>28</sup> all available with 3.6L Pentastar V-6 engines, and containing little if any language  
17 to inform consumers, Plaintiff, and Class Members whether the newly advertised vehicles would  
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20 <sup>23</sup> See *Polishing the Pentastar: FCA US Upgrades Celebrated V-6*, Aug. 31, 2015,  
[https://media.stellantisnorthamerica.com/newsrelease.do?id=16718&mid=#:~:text=The%20redesig  
ned%203.6%2Dliter%20Pentastar%20V%2D6%20engine%20benefits%20from,with%20the%20en  
gine%27s%20previous%20iteration.\(last%20visited%20Apr.%205,%202024\).](https://media.stellantisnorthamerica.com/newsrelease.do?id=16718&mid=#:~:text=The%20redesig ned%203.6%2Dliter%20Pentastar%20V%2D6%20engine%20benefits%20from,with%20the%20en gine%27s%20previous%20iteration.(last%20visited%20Apr.%205,%202024).)

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22 <sup>24</sup> See 2016 Dodge Durango Press Kit, Aug. 31, 2015,  
[https://www.media.stellantisnorthamerica.com/newsrelease.do?id=16934&mid=&searchresult=true  
&searchTerms=durango](https://www.media.stellantisnorthamerica.com/newsrelease.do?id=16934&mid=&searchresult=true &searchTerms=durango) (last visited Apr. 5, 2024).

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24 <sup>25</sup> See 2016 Dodge Journey Press Kit,  
[https://www.media.stellantisnorthamerica.com/newsrelease.do?id=16935&mid=&searchresult=true  
&searchTerms=journey](https://www.media.stellantisnorthamerica.com/newsrelease.do?id=16935&mid=&searchresult=true &searchTerms=journey) (last visited Apr. 5, 2024).

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26 <sup>26</sup> See 2016 Jeep Grand Cherokee Press Kit, Aug. 31, 2015,  
[https://www.media.stellantisnorthamerica.com/newsrelease.do?id=16945&mid=&searchresult=true  
&searchTerms=%26quot%3Bgrand+Cherokee%26quot%3B](https://www.media.stellantisnorthamerica.com/newsrelease.do?id=16945&mid=&searchresult=true &searchTerms=%26quot%3Bgrand+Cherokee%26quot%3B) (last visited Apr. 5, 2024).

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28 <sup>27</sup> See 2016 Jeep Wrangler Press Kit, Aug. 31, 2015,  
[https://www.media.stellantisnorthamerica.com/newsrelease.do?id=16948&mid=&searchresult=true  
&searchTerms=wrangler](https://www.media.stellantisnorthamerica.com/newsrelease.do?id=16948&mid=&searchresult=true &searchTerms=wrangler) (last visited Apr. 5, 2024).

<sup>28</sup> See 2016 Ram 1500 Press Kit, Aug. 31, 2015,  
[https://www.media.stellantisnorthamerica.com/newsrelease.do?id=16955&mid=&searchresult=true  
&searchTerms=%26quot%3Bram+1500%26quot%3B](https://www.media.stellantisnorthamerica.com/newsrelease.do?id=16955&mid=&searchresult=true &searchTerms=%26quot%3Bram+1500%26quot%3B) (last visited Apr. 5, 2024).

1 contain the Classic 3.6L Pentastar V-6 Engine with the Defect or the Upgraded 3.6L Pentastar V-6  
2 engine where FCA's Permanent Corrective Actions included an all new valvetrain design geometry.

3 67. By early 2019, FCA had produced over 10 million Pentastar V-6 engines.<sup>29</sup> On  
4 December 18, 2019, FCA and Groupe PSA agreed to merge,<sup>30</sup> and in January 2021, Fiat Chrysler  
5 Automobiles N.V. was renamed Stellantis N.V.<sup>31</sup> In 2022, Stellantis Media posted Press Kits and  
6 engine specifications on its website announcing Model Year 2023 vehicles available with 3.6L  
7 Pentastar V-6 engines, where consumers, as in 2015, would have had little to no ability to determine  
8 whether their vehicle of choice would include the Upgraded Pentastar engine with Permanent  
9 Corrective Actions, *e.g.*, the Jeep Grand Cherokee<sup>32</sup> and Jeep Gladiator,<sup>33</sup> or Classic Pentastar  
10 Engines with the Defect, *e.g.*, the Chrysler 300,<sup>34</sup> Dodge Challenger,<sup>35</sup> and Dodge Charger.<sup>36</sup> In  
11 2016, FCA introduced a new version of the Pentastar V-6 engine, the Pentastar Upgrade, again  
12 aiming to increase fuel efficiency by approximately six percent. The Pentastar Upgrade engine  
13 included a number of improvements over the Pentastar Classic V-6 engine, including changes to  
14 address the Defect in the 3.6L Pentastar Classic V-6 engine. FCA introduced the Pentastar Upgrade

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17 <sup>29</sup> See Bob Lee, *10 Million and Counting!* Feb 19, 2019,  
18 <https://blog.stellantisnorthamerica.com/2019/02/19/10-million-and-counting/> (last visited Apr. 5,  
19 2024).

20 <sup>30</sup> See *Groupe PSA and FCA agree to merge*, Dec. 18, 2019,  
21 [https://www.stellantis.com/en/news/press-releases/2019/december/groupe-psa-and-fca-agree-to-](https://www.stellantis.com/en/news/press-releases/2019/december/groupe-psa-and-fca-agree-to-merge)  
22 [merge](https://www.stellantis.com/en/news/press-releases/2019/december/groupe-psa-and-fca-agree-to-merge) (last visited Apr. 5, 2024).

23 <sup>31</sup> See Stellantis N.V., IRS Form 8937, [https://www.stellantis.com/content/dam/stellantis-](https://www.stellantis.com/content/dam/stellantis-corporate/investors/fca-groupe-psa-merger/FCA_PSA_Merger_US_IRS_Form_8937-2-23-21.pdf)  
24 [corporate/investors/fca-groupe-psa-merger/FCA\\_PSA\\_Merger\\_US\\_IRS\\_Form\\_8937-2-23-21.pdf](https://www.stellantis.com/content/dam/stellantis-corporate/investors/fca-groupe-psa-merger/FCA_PSA_Merger_US_IRS_Form_8937-2-23-21.pdf)  
25 (last visited Apr. 5, 2024).

26 <sup>32</sup> See 2023 Jeep Grand Cherokee Press Kit, Jun. 30, 2022,  
27 [https://www.media.stellantisnorthamerica.com/newsrelease.do?id=23864&mid=&searchresult=true](https://www.media.stellantisnorthamerica.com/newsrelease.do?id=23864&mid=&searchresult=true&searchTerms=%26quot%3Bgrand+Cherokee%26quot%3B)  
28 [&searchTerms=%26quot%3Bgrand+Cherokee%26quot%3B](https://www.media.stellantisnorthamerica.com/newsrelease.do?id=23864&mid=&searchresult=true&searchTerms=%26quot%3Bgrand+Cherokee%26quot%3B) (last visited Apr. 5, 2024).

29 <sup>33</sup> See 2023 Jeep Gladiator Press Kit, Aug. 25, 2022,  
30 [https://www.media.stellantisnorthamerica.com/newsrelease.do?id=24124&mid=&searchresult=true](https://www.media.stellantisnorthamerica.com/newsrelease.do?id=24124&mid=&searchresult=true&searchTerms=gladiator)  
31 [&searchTerms=gladiator](https://www.media.stellantisnorthamerica.com/newsrelease.do?id=24124&mid=&searchresult=true&searchTerms=gladiator) (last visited Apr. 5, 2024).

32 <sup>34</sup> See 2023 Chrysler 300 Press Kit, Sep. 1, 2022,  
33 [https://www.media.stellantisnorthamerica.com/newsrelease.do?id=24130&mid=&searchresult=true](https://www.media.stellantisnorthamerica.com/newsrelease.do?id=24130&mid=&searchresult=true&searchTerms=%26quot%3Bchrysler+300%26quot%3B)  
34 [&searchTerms=%26quot%3Bchrysler+300%26quot%3B](https://www.media.stellantisnorthamerica.com/newsrelease.do?id=24130&mid=&searchresult=true&searchTerms=%26quot%3Bchrysler+300%26quot%3B) (last visited Apr. 5, 2024).

35 <sup>35</sup> See 2023 Dodge Challenger Press Kit, Sep. 1, 2022,  
36 [https://www.media.stellantisnorthamerica.com/newsrelease.do?id=24163&mid=&searchresult=true](https://www.media.stellantisnorthamerica.com/newsrelease.do?id=24163&mid=&searchresult=true&searchTerms=challenger)  
37 [&searchTerms=challenger](https://www.media.stellantisnorthamerica.com/newsrelease.do?id=24163&mid=&searchresult=true&searchTerms=challenger) (last visited Mar. 20, 2024).

38 <sup>36</sup> See 2023 Dodge Charger Press Kit, Sep. 1, 2023  
([https://www.media.stellantisnorthamerica.com/newsrelease.do?id=24161&mid=&searchresult=tru](https://www.media.stellantisnorthamerica.com/newsrelease.do?id=24161&mid=&searchresult=true&searchTerms=charger)  
[e&searchTerms=charger](https://www.media.stellantisnorthamerica.com/newsrelease.do?id=24161&mid=&searchresult=true&searchTerms=charger)) (last visited Apr. 5, 2024).

1 engine in a staggered roll out, replacing the 3.6 Pentastar Classic V-6 engine in many of the same  
2 vehicle models as the Class Vehicles.

3 68. The Class Vehicles are all equipped with the 3.6L Pentastar Classic V-6 engine,<sup>37</sup>  
4 and each Engine is based on the same design.

5 **B. The Defect**

6 69. At the time each Class Vehicles left FCA's possession and control, the incorporated  
7 Engine had an inherent and uniform design Defect in the Engine's valvetrain. The 3.6L Pentastar  
8 Classic V-6 engine in each of the Class Vehicles suffers from an under-designed valvetrain causing  
9 premature wear, and failure, on the Roller Finger Followers, camshaft, the Hydraulic Lash  
10 Adjusters and other components of the valvetrain.

11 70. The needle bearings in the Engine's RFF of the valvetrain are too narrow to support  
12 the mechanical load on the part, causing the needle bearings to fail prematurely. The diameter of the  
13 needle bearing has the largest impact on the life of the RFF, significantly more so than the length of  
14 the needle bearings.

15 71. Since the bearings ensure the Roller Finger Followers' smooth rolling movement,  
16 when the bearings fail the RFF may wobble, or shift, and no longer snugly connect with the  
17 camshaft lobes. This can lead to a ticking sound, commonly referred to as the "Pentastar Tick." The  
18 failure of the needle bearings can cause premature wear, and failure, of the RFF and the Camshaft.  
19 Since the RFF affects how the valve opens and closes, its failure can impair the operation of the  
20 valve.  
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22 72. Additionally, as the RFF fails it scrapes on the camshaft, causing metal particles and  
23 debris from the failed RFF and related components to potentially jam up or collapse the Hydraulic  
24 Lash Adjusters ("HLA") and contaminate the engine oil; circulating throughout the engine,  
25 damaging vital components and the engine at-large. Ultimately, if left unrepaired, a failed RFF can  
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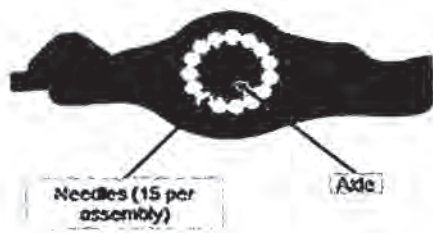
<sup>37</sup> FCA engine sales code "ERB."

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cause catastrophic engine failure while stalling, loss of motive power and collision



leading to an increased threat of increased safety risk.



73. The Defect in the valvetrain in the Engine can cause audible ticking noises from the engine, engine misfires often resulting in bucking and surging, decreased engine performance, hesitation, loss of power, premature engine wear of internal components such as the RFF, camshaft, and HLA, and can eventually lead to catastrophic engine, failure if not addressed.

74. Because precise valve timing is critical for an engine’s performance, the Defect may cause decreased power and acceleration that leads to stalling while driving or even catastrophic engine failure, which can cause the Class Vehicle to shut off in motion and render them unable to be restarted.

75. Simply put, the valvetrain components have been under-designed and cannot withstand the mechanical load and cannot reject the necessary heat of the engine to function adequately. As a result, the Defect prematurely wears valvetrain components which can damage the rest of the Engine, necessitating costly and routine repairs for Engine components which are not intended to be replaced before 100,000 miles.

76. Similarly, other components of the valvetrain are impacted by the Defect, either because they cannot withstand the mechanical load or are defective themselves.

77. FCA was well-aware of the problems of the Defect, and in an effort to remedy them, produced new versions of the RFF for the Engine in 2013.

78. The improvement did not address the root cause of Defect; the RFF needle bearings lacking sufficient diameter. Rather the design change served only to delay the failure of the components and the Engine—often until the Class Vehicle is outside warranty period, deferring the

1 repair costs to the vehicle purchaser or lessee rather than FCA. Indeed, half measures have not  
2 prevented Class Vehicles from experiencing the symptoms of the Defect and FCA dealerships and  
3 independent mechanics have been inundated with requests for repairs by members of the Class.

4 79. As explained, FCA has been aware, since at least 2013, that Class Vehicles exhibit  
5 excessive warranty rates and in a manner that do not confirm to industry standards, and that the  
6 Defect substantially decreases the value of the Class Vehicles by forcing owners/lessees of the  
7 Class Vehicles to incur significant out of pocket expenses or hope that FCA will cover the cost to  
8 have the Engine repaired or replaced.

9 80. Even then, repairing or replacing the defective parts does not resolve the Defect  
10 because the consumer is left with an engine damaged by defective components and/or receives  
11 another defective component in its place. As such, the Defect endangers the drivers and passengers  
12 of the vehicles, while also creating uncertainty for the drivers of the Class Vehicles who cannot  
13 reasonably rely on their vehicles to operate consistently, reliably, or safely.

14 **C. FCA's Omissions and Misrepresentations Regarding the Engine**

15 81. Notwithstanding FCA's knowledge of the Defect, as more specifically explained  
16 herein, FCA, through media outlets including Stellantis media, touted: "The Pentastar V-6 is the  
17 most advanced six-cylinder engine in the history of FCA US, with an ideal integration of select  
18 technologies that deliver refinement, fuel efficiency and performance."<sup>38</sup>

19 82. Bob Lee, Vice President—Engine and Electrified Propulsion Systems Engineering at  
20 Chrysler Group LLC proclaimed that: "Our engineers synthesized the best combination of design  
21 features and technologies to create a V-6 engine that will exceed customer needs . . . The elegantly  
22 simple design maximizes functionality and provides class-leading levels of refinement, fuel-  
23 efficiency, performance and cost of ownership."<sup>39</sup>

24 83. Defendant, FCA's, marketing material describes the various Class Vehicles Engines  
25 as, among other things: "The most advanced V-6 engine in the company's history—the Pentastar V-

26  
27 <sup>38</sup> See <https://media.stellantisnorthamerica.com/newsrelease.do?id=16576&mid=> (last visited  
28 November 3, 2021).

<sup>39</sup> See <https://media.stellantisnorthamerica.com/newsrelease.do?id=9506&mid=> (last visited  
November 3, 2021).

1 6. This new line of V-6 engines will contribute to an overall fuel-efficiency improvement across the  
2 Chrysler, Ram Truck, Jeep® and Dodge product lineup. More refined and fuel-efficient.”<sup>40</sup>

3 84. FCA also markets the Engine as having low costs of ownership: “The advanced oil-  
4 filter system eliminates oil spills and contains an incinerable filter element for more efficient  
5 disposal than typical oil filters. The use of long-life spark plugs and a high-energy coil-on-plug  
6 ignition system also helps to reduce maintenance costs.”<sup>41</sup> However, when the Defect is taken into  
7 account, the cost of ownership for the Engine is significantly increased to account for thousands of  
8 dollars in replaced valvetrain component costs.

9 85. In brochures, FCA advertised the Pentastar V-6 Engine as a “workhorse [] designed  
10 to deliver the kind of power needed to tackle off-road elements and support all-weather travel on  
11 any terrain”<sup>42</sup> and “gives you the goods to go forth with confidence.”<sup>43</sup>

12 86. FCA further touts the Engines and makes other express representations and  
13 warranties about their quality, durability, and performance, as well as the value that it adds to the  
14 Class Vehicles, thus, making the Engines a selling feature to attract customers.

15 87. FCA’s warranty also gave the consumer the false impression that the vehicle was  
16 without defect.

17 88. However, in truth, FCA knew before selling the Class Vehicles that the Engines  
18 suffered from the Defect, but never disclosed that knowledge.

19 89. It never disclosed that the Engine suffered from a Defect on the Monroney window  
20 sticker on the Class Vehicles.

21 90. It never disclosed that the Engine suffered from a Defect in the Class Vehicles  
22 owner’s manual, sales documents, displays, advertisements, warranties, or on FCA’s website.

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27 <sup>40</sup> *Id.*

<sup>41</sup> *Id.*

<sup>42</sup> See [https://www.jeep.com/assets/pdf/cherokee\\_2015.pdf](https://www.jeep.com/assets/pdf/cherokee_2015.pdf) (last visited January 6, 2022).

<sup>43</sup> See <http://www.motorologist.com/wp-content/uploads/2015-Jeep-Wrangler-brochure.pdf> (last visited January 6, 2022).



1 91. FCA also withheld the nature of the defect from its dealers. FCA issued numerous  
2 STAR Case reports, wherein FCA instructed dealers on how to repair customer's vehicles, but  
3 never disclosed in those reports that the Engine suffered from a defective valvetrain design.

4 ***D. FCA Had Exclusive and Superior Knowledge of the Defect***

5 92. FCA fraudulently, intentionally, negligently and/or recklessly omitted and concealed  
6 from Plaintiff and members of the Class the Defect in Class Vehicles, even though FCA knew or  
7 should have known of the design, Defect in the Class Vehicles.

8 93. As discovery will show, knowledge and information regarding the Defect were in the  
9 exclusive and superior possession of FCA and its network of authorized dealerships, and that  
10 information was not provided to Plaintiff and members of the Classes – either before their purchase  
11 or lease of Class Vehicles or when they sought repairs for their vehicles. As discovery will show,  
12 based on pre-production testing, early consumer complaints made to FCA's network of dealerships,  
13 aggregate warranty data compiled from those dealers, repair orders and parts data received from  
14 those dealers, aggregate auto parts stores, consumer, and independent mechanic orders of  
15 replacement parts, and consumers complaints to dealers and NHTSA and testing performed in  
16 response to those complaint, *inter alia*, FCA was aware or should have been aware of the Defect in  
17 the Class Vehicles. Discovery will show that FCA fraudulently concealed the Defect and its  
18 associated safety risk from Plaintiff and members of the Classes.

19 94. FCA knew, or should have known, that the Defect and the associated safety risk was  
20 material to owners and lessees of Class Vehicles and was not known or reasonably discoverable by  
21 Plaintiff and members of the Classes before they purchased or leased Class Vehicles or within  
22 applicable warranty periods.

23 95. Notwithstanding FCA's exclusive and superior knowledge of the Defect, FCA failed  
24 to disclose the Defect to consumers at the time of purchase or lease of the Class Vehicles (or any  
25 time thereafter) and continues to sell Class Vehicles suffering from the Defect. As discovery will  
26 show, FCA intentionally concealed that the Defect presents a safety risk to consumers, including  
27 Plaintiff and members of the Classes, and the public.

28

1           96. In fact, before the first assembly of the Engine, the Engine benefited from more than  
2 45,000 hours of computer analysis to optimize the design. Once assembled, the engines were  
3 thoroughly tested and evaluated on dynamometers and in vehicles. More than 12 million customer  
4 equivalent miles were logged on the dynamometers, followed by vehicle testing of nearly 4 million  
5 customer equivalent miles.<sup>44</sup> In particular, “a test batch of engines were made in February 2009, and  
6 sent to Roush Industries for extensive hot testing, to find any problems before customers.”<sup>45</sup>  
7 (Hereinafter referred to collectively as the “pre-production testing.”) This and similar pre-  
8 production testing revealed or should have revealed the Defect to FCA.

9           97. As a result of its exclusive and superior knowledge regarding the Defect, FCA  
10 released several bulletins describing issues related to the Defect to their exclusive network of  
11 dealerships. These bulletins are known as STAR Case Reports and they are issued by FCA  
12 engineers in response to consumer complaints from the field.

13           98. In March 2014, FCA issued to authorized Ram, Dodge, Chrysler and Jeep  
14 dealerships STAR Case #S1309000016, which listed a vehicle symptom/issue related to the Engine  
15 as “Ticking/tapping Noise From Upper Engine Area with possible Misfire DTCs.” (hereinafter the  
16 “2014 Bulletin”).  
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28 <sup>44</sup> See e.g., <https://www.towbindodge.net/pentastar-v6/> (last visited November 3, 2021).

<sup>45</sup> See e.g., <https://www.pentastars.com/engines/tech.php> (last visited November 10, 2021).

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**STAR Case**



Case Number: S1309000016

Release Date: 03/18/2014

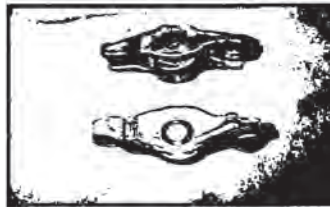
Symptom/Vehicle Issue: Ticking/Tapping Noise From Upper Engine Area

Diagnosis: Remove components required to gain access for proper inspection of each rocker arm roller bearing for missing or worn needle bearings (Fig.1 & Fig.2). Also inspect for collapsed lash adjusters (Fig.3) and replace as required. Please note that this condition is typically found on vehicles with mileage accumulation of 15K miles or more.

NOTE: This failure may also set DTC for Mis-Fire.



(Fig.1)



(Fig.2)

Contact the STAR Center for assistance if no solution is found

Chrysler Group LLC

Version 2

99. The 2014 Bulletin stated “this condition is typically found on vehicles with mileage accumulation of 15K miles or more.” *Id.* FCA also advised service personnel to, “Replace all Rocker Arms with latest superseded part.” FCA knew that merely replacing under-designed RFF with the same under-designed RFF was not a permanent correction of the Defect.

100. Discovery will show what FCA employees, agents, executives, officers, and directors knew about the true cause and extent of the Defect, including that they had knowledge of the Defect and attempted to hide the true cause and extent of the Defect by employing a half-measure to protect FCA from absorbing the full projected cost of warranty claim replacements for the Defect by releasing a Technical Service Bulletin that required customers to proactively bring their vehicles into dealerships for service and which would be covered under an extended warranty rather than recalling the vehicles and replacing the components before the components caused engine misfires.

1           101. On June 8, 2016, in another STAR CASE, #S1609000027, FCA advised dealership  
2 service technicians that if vehicles' engines made a loud tapping/tricking noise from the top of the  
3 engine, service personnel should "remove the valve covers and inspect for potential collapsed  
4 Hydraulic Lash Adjusters (HLA)" and "rotate the engine over slowly by hand to check all locations.  
5 A collapsed HLA may be indicated by a loose rocker arm when the cam lobe is positioned with the  
6 lobe away from the roller." FCA still advised dealership technicians to only replace lash adjusters if  
7 they were completely collapsed, not just spongy, and failed to advise dealers to replace the left side  
8 cylinder heads of Class Vehicles. FCA did this knowing that these parts already needed to be  
9 replaced due to the Defect and that replacing the parts would not cure the Defect.

10           102. In addition to FCA's own internal testing, investigation and knowledge of the  
11 Defect, FCA had knowledge from outside as well, including customer complaints on the NHTSA's  
12 website.

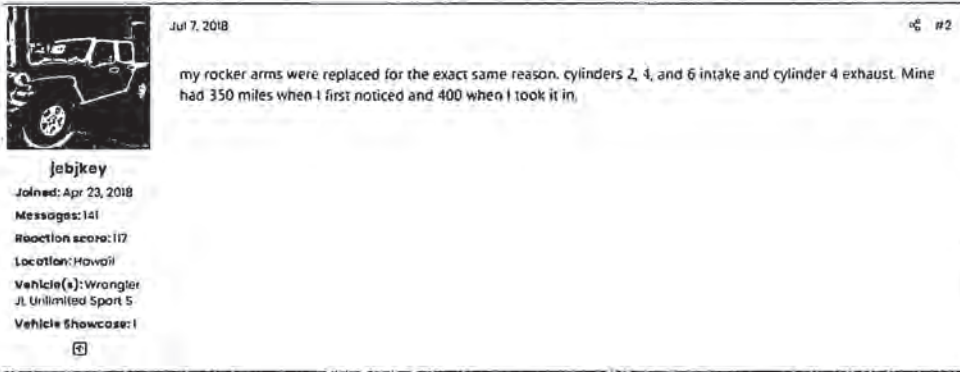
13           103. Federal law requires automakers like FCA to be in close contact with NHTSA  
14 regarding potential auto defects, including imposing a legal requirement (backed by criminal  
15 penalties) compelling the confidential disclosure of defects and related data by automakers to  
16 NHTSA, including field reports, customer complaints, and warranty data. *See* TREAD Act, Pub. L.  
17 No. 106-414, 114 Stat.1800 (2000).

18           104. Automakers have a legal obligation to identify and report emerging safety-related  
19 defects to NHTSA under the Early Warning Report requirements. *Id.* Similarly, automakers monitor  
20 NHTSA databases for consumer complaints regarding their automobiles as part of their ongoing  
21 obligation to identify potential defects in their vehicles, including those which are safety-related. *Id.*

22           105. Consumers may file vehicle safety-related complaints through the NHTSA website,  
23 where they are logged and published. The customer complaints are easily sorted by make, model,  
24 and year of vehicle. Based on the legal obligations discussed above, FCA and/or FCA personnel  
25 would review NHTSA's website for complaints. Thus, FCA knew or should have known of the  
26 many complaints about the Defect logged by NHTSA ODI. The content, consistency, and  
27 disproportionate number of those complaints alerted, or should have alerted, FCA to the Defect in  
28 as early as 2014. With respect solely to the Class Vehicles, attached hereto as Exhibit I, is a

1 sampling of these complaints<sup>46</sup> filed with the NHTSA for the Class Vehicles, which are available on  
2 the NHTSA's website, [www.safercar.gov](http://www.safercar.gov). These excerpts of customer complaints are but a few  
3 examples of the many complaints concerning the Defect. Many of the complaints reveal that FCA,  
4 through its network of dealers and repair technicians, had been made aware of the Defect. In  
5 addition, the complaints indicate that despite having knowledge of the Defect and even armed with  
6 knowledge of the exact vehicles affected, FCA often refused to diagnose the defect or otherwise  
7 attempt to repair it while Class Vehicles were still under warranty.

8 106. Consumers have also posted extensively on websites dedicated to discussions of  
9 FCA vehicles regarding the defect in vehicles equipped with the Pentastar Engines. FCA has made  
10 the monitoring of consumer complaints as posted on third-party websites a part of their brand and  
11 reputational management for at least a decade.<sup>47</sup> Attached hereto as Exhibit 2 is a sampling of those  
12 complaints, many similar to this thread dedicated to the "Rocker Arm Issue"<sup>48</sup>:



24 <sup>46</sup> Plaintiff is unsure of the precise number of NHTSA complaints related to the Defect – while  
25 reports about the symptoms of the Defect in Class Vehicles begin in 2013, many do not specifically  
26 mention valvetrain components such as the RFF. However, approximately 140 complaints were  
27 filed with NHTSA within the past five years specifically mentioning the "rocker arms" or  
28 "rockerarms," and Plaintiff believes discovery will show that many complaints at least relate to the  
Defect and its symptoms.

<sup>47</sup> Read, Richard, "Taking your car complaint online? Chrysler, GM, and Ford will see it," *Christian Science Monitor*, Aug. 21, 2012, <https://www.csmonitor.com/Business/In-Gear/2012/0827/Taking-your-car-complaint-online-Chrysler-GM-and-Ford-will-see-it>. (last visited December 10, 2021)

<sup>48</sup> <https://www.jlwranglerforums.com/forum/threads/rocker-arm-issue.11303/>


1 107. Consumers have also posted extensively on websites dedicated to discussions of  
2 FCA vehicles regarding the defect in vehicles equipped with the Pentastar Engines with respect to  
3 cylinder misfire<sup>49</sup>;

4

5 Cylinder 4 Misfire Pentastar 3.6L V6 → Jump to Latest


6 Follow


7 107K views 58 replies 26 participants last post by rburgie Oct 2, 2016

8  agr2010 Discussion starter  
79 posts · Joined 2013

9 #1 · Jun 10, 2014

10 Ok guys time to pay attention, ticking sound and **P0304** Cylinder Misfire 4= Cylinder Head replacement on  
11 drivers side bank. This morning my check engine light came on and I scanned vehicle and got OBDII code  
12 P0304 Cylinder 4 misfire, took it to my local Dodge dealer and the worst was confirmed. I noticed several  
13 months ago a slight tick and a little rough idle but paid no attention to it. **2012 Dodge Challenger 3.6L V6**  
14 **Pentastar** has some sort of problem when they were built. No worries powertrain warranty 5 years 100k  
15 miles. Vehicle has only 27K however the slight tick started around 25K miles. Don't ignore the signs and  
16 take in.

17 

18  RockanRoll

19 Like  Save Share

20 108. FCA acknowledged it monitors such complaints on [www.JeepCherokeeClub.com](http://www.JeepCherokeeClub.com),  
21 on April 4, 2016, and assuring consumers that online customer complaints would *not* merely be a  
22 blip on FCA's radar, instead FCA personnel would actively "monitor a myriad of FCA brand  
23 forums" to ensure customer satisfaction and resolution of issues:

24  
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28 <sup>49</sup>See e.g., [https://www.challengertalk.com/threads/cylinder-4-misfire-pentastar-3-6l-v6.220938/?nested\\_view=1&sortby=oldest](https://www.challengertalk.com/threads/cylinder-4-misfire-pentastar-3-6l-v6.220938/?nested_view=1&sortby=oldest) (last visited Apr. 5, 2024).

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Hi all, sorry for the delay!

There are several of us who monitor a myriad of FCA brand forums. We are Customer Care representatives from FCA HQ and are here to assist when you have questions or concerns with your vehicle. For customers outside the United States, we can help by providing contact information for our international teams.

Kori  
Jeep Social Care Specialist<sup>50</sup>

***E. Applicable Warranties***

109. FCA sold the Class Vehicles with a “Basic Limited Warranty” (“BLW”), which provides bumper-to-bumper coverage for a period of three years or 36,000 miles, whichever occurs first.

110. The BLW states:

The Basic Limited Warranty covers the cost of all parts and labor needed to repair any item on your vehicle when it left the manufacturing plant that is defective in material, workmanship or factory preparation. There is no list of covered parts since the only exception are tires and headphones. You pay nothing for these repairs. These warranty repairs or adjustments including all parts and labor connected with them will be made by an authorized dealer at no charge, using new or remanufactured parts.

111. In addition, FCA provides a “Powertrain Limited Warranty (“PLW”), which provides coverage to the Class Vehicles’ powertrain components, including the Engine components at issue here, for a period of five years or 60,000 miles<sup>51</sup>, whichever occurs first.

112. The PLW states:

The Powertrain Limited Warranty covers the cost of all parts and labor needed to repair a powertrain component listed in “section 2.4 E” that is defective in workmanship and materials.

113. Section 2.4 E, in turn, covers the parts and components of the Class Vehicles’ Engines, including:

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<sup>50</sup> See e.g., <https://www.jeepcherokeecub.com/threads/fca-is-watching-this-forum.179465/page-4> (last visited Apr. 5, 2024).

<sup>51</sup> Some consumers received a powertrain limited warranty of 7 years and/or 100,000 miles, particularly those who purchased their vehicles certified pre-owned.

1 Cylinder block and all internal parts; cylinder head assemblies; timing case, timing  
2 chain, timing belt, gears and sprockets; vibration damper; oil pump; water pump and  
3 housing; intake and exhaust manifolds; flywheel with starter ring gear; core plugs; valve  
4 covers; oil pan; turbocharger housing and internal parts; turbocharger wastegate  
5 actuator; supercharger; serpentine belt tensioner; seals and gaskets for listed components  
6 only.

7 114. To date, FCA has been unable to provide a permanent remedy that actually repairs  
8 the Defect or prevents it from recurring. Accordingly, irrespective of the applicable model year of  
9 any Class Vehicle, or whether it is a new or used vehicle, FCA's representations that it would  
10 "[c]over the cost of all parts and labor needed to repair any item on your vehicle when it left the  
11 manufacturing plant that is defective in material, workmanship or factory preparation" were  
12 materially false to the extent that FCA could not (and did not intend to) repair the Defect as it was  
13 obligated to do under the BLW.

14 115. To the extent FCA's warranty does not cover design defects, it was unconscionable  
15 for FCA to exclude them from its warranty coverage while having full knowledge of the Defect and  
16 failing to disclose it to consumers. The warranty gave the consumer the false impression that the  
17 vehicle was without defect.

18 116. Similarly, FCA's representations that it "cover[] the cost of all parts and labor  
19 needed to repair a powertrain component," as obligated under the PLW, are also materially false.

20 117. The full terms and conditions of the warranty are not presented to consumers prior to  
21 purchasing their vehicles. The warranties were drafted by FCA without any input from consumers  
22 and are presented to consumers on a take-it-or-leave-it basis. Further, under the terms of the  
23 warranty, FCA retains full authority on whether to authorize repairs under the warranty.

24 ***F. Fraudulent Concealment Allegations***

25 118. Until discovery in this litigation, purchasers of the Class Vehicles, including  
26 Plaintiff, were unaware of, and unable through reasonable investigation to obtain, the true names  
27 and identities of those individuals at FCA responsible for disseminating false and misleading  
28 marketing materials and information regarding the Class Vehicles. FCA necessarily is in possession  
of and had access to all of this information.



1 119. Plaintiff's claims arise out of FCA's fraudulent concealment of the Defect and the  
2 problems it causes, and its representations about the quality, durability, and performance of the  
3 Class Vehicles, including their Engines.

4 120. To the extent that Plaintiff's claims arise from FCA's fraudulent concealment, there  
5 is no one document or communication, and no one interaction, upon which Plaintiff bases his  
6 claims. Plaintiff alleges that at all relevant times, including specifically at the time they purchased  
7 or leased their Class Vehicles, FCA knew, or was reckless in not knowing, of the Defect; FCA was  
8 under a duty to disclose the Defect based upon its exclusive knowledge of it, its affirmative  
9 representations about it, and its concealment of it, and FCA never disclosed the Defect to Plaintiff  
10 or the public at any time or place or in any manner.

11 121. Plaintiff makes the following specific fraud allegations with as much specificity as  
12 possible, although they do not have access to information necessarily available only to FCA:

- 13 a. **Who:** FCA actively concealed the Defect from Plaintiff and Class members while  
14 simultaneously touting the quality, durability and performance of the Class Vehicles  
15 and their Engines. Plaintiff at the time of filing this lawsuit, was unaware of, and  
16 therefore unable to identify, the true names and identities of those specific  
17 individuals at FCA responsible for such decisions.
- 18 b. **What:** FCA knew that the Class Vehicles suffer from the Defect. FCA concealed the  
19 Defect and made contrary representations about the quality, durability, performance,  
20 and other attributes of the Class Vehicles.
- 21 c. **When:** FCA concealed material information regarding the Defect at all times and  
22 made representations about the quality, durability, and performance of the Class  
23 Vehicles, starting as early as 2013, or at the subsequent introduction of certain  
24 models of Class Vehicles to the market, continuing through the time of sale/lease,  
25 and on an ongoing basis, and continuing to this day. FCA has not disclosed the truth  
26 about the Defect in the Class Vehicles to anyone outside of FCA. FCA has never  
27 taken any action to inform consumers about the true nature of the Defect in Class  
28 Vehicles. And when consumers brought their Class Vehicles to FCA complaining of

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the symptoms associated with the Defect, FCA denied any knowledge of, or responsibility for, the Defect.

- d. **Where:** FCA concealed material information regarding the true nature of the Defect in every communication it had with Plaintiff and Class members and made contrary representations about the quality, durability, and performance of the Class Vehicles and their Engines. Plaintiff is aware of no document, communication, or other place or thing in which FCA disclosed the truth about the Defect in the Class Vehicles to anyone outside of FCA. Such information is not adequately disclosed in any sales documents, displays, advertisements, warranties, owner’s manual, or on FCA’s website.
- e. **How:** FCA concealed the Defect from Plaintiff and Class members and made representations about the quality and durability of the Class Vehicles. FCA actively concealed the truth about the existence and nature of the Defect from Plaintiff and Class members at all times, even though it knew about the Defect and knew that information about the Defect would be important to a reasonable consumer, and FCA promised in its marketing materials that the Class Vehicles have qualities that they do not have, and moreover, made representations in its warranties that it knew were false, misleading, and deceptive.
- f. **Why:** FCA actively concealed material information about the Defect in Class Vehicles, and simultaneously made representations about the quality, durability, and performance of the Class Vehicles and their Engines, for the purpose of inducing Plaintiff and Class members to purchase or lease the Class Vehicles, rather than purchasing or leasing competitors’ vehicles. Had FCA disclosed the truth, for example, in its advertisements or other materials or communications, Plaintiff (and reasonable consumers) would have been aware of the Defect and would not have bought the Class Vehicles or would have paid less for them.

1           **G.    *FCA Has Actively Concealed the Defect***

2           122. Despite its knowledge of the Defect in the Class Vehicles, Defendant actively  
3 concealed the existence and nature of the Defect from Plaintiff and Class Members. Specifically,  
4 Defendant failed to disclose to or actively concealed from Plaintiff and Class Members, at and after  
5 the time of purchase, lease, or repair, and thereafter:

- 6           a. any and all known material defects or material nonconformities of the Class  
7           Vehicles, including the Defect;
- 8           b. that the Class Vehicles were not in good working order, were defective, and were not  
9           fit for their intended purpose; and
- 10           c. that the Class Vehicles were defective, even though FCA learned of the Defect  
11           before it placed the Class Vehicles in the stream of commerce.

12           123. More troubling, Defendant did not issue any recall and otherwise refuses to  
13 acknowledge the Defect, despite Star Cases as early as 2014 recognizing the Defect. The Star Cases  
14 were never released to the public, despite the numerous repairs and reports of symptoms. FCA also  
15 refuses to acknowledge ongoing complaints made as a result of the Defect, even as a vehicle has  
16 been repaired and certain RFF and related parts and components were replaced. Indeed, FCA has  
17 refused to honor its warranty or admit the existence of the Defect after these repairs have taken  
18 place.

19           124. Further, FCA re-designed several engine parts associated with the Defect, but did not  
20 notify current owners or lessees of the re-design or encourage replacement of older engines with the  
21 re-designed parts. The re-design did not address the root causes of the Defect, but rather acted as a  
22 half-measure that served to simply delay the premature failure of the valvetrain components,  
23 deferring the cost of the repairs to the consumer.

24           125. FCA has also directed its authorized dealerships to inform Plaintiff and members of  
25 the Class that ticking and knocking noises are normal and that no repairs are necessary, so  
26 consumers will delay repairs until after the warranty period has expired. In this way, FCA unfairly  
27 transfers the cost of repair to Plaintiff and Class Members and reduces its own recall and warranty  
28 costs.

1 126. Defendant has deprived Class Members of the benefit of their bargain, exposed them  
2 all to a dangerous safety Defect, and caused them to expend money at their dealerships and/or be  
3 unable to drive their vehicles for long stretches of time, while they are being constantly repaired.

4 127. Moreover, when vehicles are brought to Defendant's dealers for repair, whether  
5 covered by warranty or not, Class Members are provided with ineffective repairs in which defective  
6 parts are replaced with other defective parts, as experienced by Plaintiff.

7 128. As a result, Class Members continue to experience the Defect despite having repairs,  
8 as shown by the experiences of Plaintiff. Because many Class Members, like Plaintiff, are current  
9 owners or lessees who rely on their vehicles on a daily basis, compensation for repairs, related  
10 expenses (e.g., towing), and diminution in value is not sufficient. A remedial scheme which also  
11 makes available a fix and/or warranty extension is necessary to make Class Members whole.

12 129. Defendant has not recalled all the Class Vehicles to repair the Defect, has not offered  
13 to its customers a free suitable repair or free replacement of parts related to the Defect, under the  
14 recall or otherwise, and has not reimbursed all Class Vehicle owners and leaseholders who incurred  
15 costs for repairs related to the Defect.

16 130. Class Members have not received the value for which they bargained when they  
17 purchased or leased the Class Vehicles.

18 131. As a result of the Defect, the value of the Class Vehicles has diminished, including  
19 without limitation, the resale value of the Class Vehicles.

20 132. The existence of the Defect is a material fact that a reasonable consumer would  
21 consider when deciding whether to purchase or lease a Class Vehicle. When a vehicle's engine has  
22 a defect in its valvetrain that can cause the engine components to prematurely fail, resulting to  
23 decreased engine performance, loss of power, and eventual catastrophic engine failure it is a  
24 material safety concern. Had Plaintiff and other Class Members known of the Defect, they would  
25 have paid less for the Class Vehicles or would not have purchased or leased them. It also causes a  
26 diminution in the value of the Class Vehicles.

27 133. Reasonable consumers, like Plaintiff, expect that a vehicle is safe, will function in a  
28 manner that will not pose a safety risk, is free from defects, and will not malfunction while

1 operating the vehicle as it is intended. Plaintiff and Class Members further expect and assume that  
2 FCA will not sell or lease vehicles with known safety defects, such as the Defect, and will fully  
3 disclose any such defect to consumers prior to purchase or offer a suitable non-defective repair.

4 134. The Class Vehicles do not function as FCA intended; no manufacturer intends for a  
5 vehicle's engine components to premature fail, resulting to decreased engine performance, loss of  
6 power, and eventual catastrophic engine failure.

7 ***H. FCA Has Unjustly Retained a Substantial Benefit***

8 135. Plaintiff alleges that Defendant unlawfully failed to disclose the alleged Defect to  
9 induce them and other putative Class Members to purchase or lease the Class Vehicles.

10 136. Plaintiff further alleges that Defendant, thus, engaged in deceptive acts or practices  
11 pertaining to all transactions involving the Class Vehicles, including Plaintiff's vehicles.

12 137. As discussed above, therefore, Plaintiff alleges that Defendant unlawfully induced  
13 them to purchase Class Vehicles by concealing and/or omitting a material fact (the Defect) and that  
14 Plaintiff would have paid less for the Class Vehicles, or not purchased them at all, had he known of  
15 the Defect.

16 138. Accordingly, Defendant's ill-gotten gains, benefits accrued in the form of increased  
17 sales and profits resulting from the material concealment and omissions that deceive consumers  
18 should be disgorged.

19 ***I. The Relationship Between FCA US, LLC and its Network of Authorized***  
20 ***Dealerships for FCA's Express Warranty***

21 139. In order to sell vehicles to the general public, Defendant enters into agreements with  
22 its nationwide network of authorized dealerships, including in the State of California, to engage in  
23 retail sales with consumers such as Plaintiff. In return for the exclusive right to sell new, Defendant-  
24 branded vehicles, the authorized dealerships are also permitted under these agreements with  
25 Defendant to service and repair these vehicles under the warranties Defendant provides directly to  
26 consumers who purchased new vehicles from the authorized dealerships.

27 140. Plaintiff and each of the members of the Class are the intended beneficiaries of  
28 Defendant's express and implied warranties. The dealers were not intended to be the ultimate

1 consumers of the Class Vehicles, and they have no rights under the warranty agreements provided  
2 by Defendant. Defendant's warranties were designed for and intended to benefit the consumers  
3 only. The consumers are the true intended beneficiaries of Defendant's express and implied  
4 warranties, and the consumers may therefore avail themselves of those warranties.

5 141. Defendant issued the express warranty to the Plaintiff and the Class members.  
6 Defendant also developed and disseminated the owner's manual and warranty booklets,  
7 advertisements, and other promotional materials relating to the Class Vehicles. Defendant also is  
8 responsible for the content of the Monroney Stickers on Defendant-branded vehicles. Because  
9 Defendant issues the express warranty directly to the consumers, the consumers are in direct privity  
10 with Defendant with respect to the warranties.

11 142. In promoting, selling, and repairing its defective vehicles, Defendant acts through  
12 numerous authorized dealers in the following ways:

- 13 a. The authorized FCA US LLC dealerships complete all service and repair according  
14 to Defendant's instructions, which Defendant issues to its authorized dealerships  
15 through service manuals, service bulletins, technical service bulletins ("TSBs"),  
16 STAR Case Reports, and other documents;
- 17 b. Consumers are able to receive services under Defendant's issued New Vehicle  
18 Limited Warranty only at Defendant's authorized dealerships, and they are able to  
19 receive these services because of the agreements between Defendant and the  
20 authorized dealers. These agreements provide Defendant with a significant amount  
21 of control over the actions of the authorized dealerships;
- 22 c. The warranties provided by Defendant for the defective vehicles direct consumers to  
23 take their vehicles to authorized dealerships for repairs or services;
- 24 d. Defendant has provided training and partnered with various technical schools to  
25 provide FCA-specific training for technicians, so that dealerships are able to hire  
26 technicians that have completed FCA-overseen certification course;
- 27 e. Defendant dictates the nature and terms of the purchase contracts entered into  
28 between its authorized dealers and consumers;

1 f. Defendant controls the way in which its authorized dealers can respond to  
2 complaints and inquiries concerning defective vehicles, and the dealerships are able  
3 to perform repairs under warranty only with Defendant’s authorization;

4 g. and

5 h. Defendant implemented its express and implied warranties as they relate to the  
6 defects alleged herein by instructing authorized Defendant dealerships to address  
7 complaints of the Defect by prescribing and implementing the relevant TSBs cited  
8 herein.

9 143. Indeed, FCA’s warranty booklets make it abundantly clear that FCA’s authorized  
10 dealerships are charged with handling the vehicle sales and service. The booklets, which are plainly  
11 written for the consumers, not the dealerships, tell the consumers repeatedly to seek repairs and  
12 assistance at its “authorized dealerships.”

13 144. For example, at the outset, FCA notifies Plaintiff and class members in the warranty  
14 booklet that “Warranty service must be done by an authorized Chrysler, Dodge, Jeep or Ram  
15 dealer” and that “They know you and your vehicle best, and are most concerned that you get prompt  
16 and high quality service.” Further, the booklets states that “warranty problems can be resolved by  
17 your dealer’s sales or service departments.” The booklets direct Plaintiff and Class Members,  
18 should they have a problem or concern, to “always talk to your dealer’s service manager or sales  
19 manager first.” FCA then directs Plaintiff and Class Members to first, “[d]iscuss your problem with  
20 the owner or general manager of the dealership,” and if that is unsatisfactory to second, “contact the  
21 FCA US Customer Assistance Center.”<sup>52</sup>

22 145. FCA’s Certified Pre-Owned vehicle program also relies on the authorized  
23 dealerships performing “a stringent certification process that guarantees only the finest late model  
24 vehicles get certified. Every vehicle that passes is then subjected to a comprehensive 125-point  
25 inspection and a thorough reconditioning process using Authentic Mopar Parts.” The dealerships  
26 perform this certification process, signing the paperwork which then obligates FCA to provide a  
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28 <sup>52</sup> See e.g., Dodge Warranty Information- All Vehicles, <https://www.dodge.com/warranty.html> (last visited October 27, 2021).

1 100,000 mile, 7 year, whichever comes first, powertrain warranty to whomever purchases the  
2 vehicle.<sup>53</sup> These factory-backed warranties are provided on the authorization of dealership  
3 personnel.

4 146. Accordingly, Plaintiff and each of the members of the Class have had sufficient  
5 direct dealings with either Defendant or its dealerships to establish privity of contract between  
6 Defendant, on one hand, and Plaintiff and each of the members of the Class, on the other hand. This  
7 establishes privity with respect to the express and implied warranty between Plaintiff and  
8 Defendant.

9 **TOLLING OF THE STATUTE OF LIMITATIONS**

10 **A. *Fraudulent Concealment***

11 147. As previously described, any applicable statute(s) of limitations has been tolled by  
12 FCA's knowing and active concealment and denial of the facts alleged herein. Plaintiff and  
13 members of the Class could not have reasonably discovered the nature of the Defect prior to this  
14 class action litigation being commenced.

15 148. FCA was and remains under the continuing duty to disclose to Plaintiff and members  
16 of the Class the true character, quality and nature of the Class Vehicles, and it will require costly  
17 repairs, poses a safety concern, and diminished the resale value of the Class Vehicles. As a result of  
18 the active concealment by FCA, any and all applicable statutes of limitations otherwise applicable  
19 to the allegations herein have been tolled.

20 149. FCA has known of the Defect in the Class Vehicles since at least 2010, and has  
21 concealed from, or failed to, notify Plaintiff, Class members, and the public of the full and complete  
22 nature of the Defect, even when directly asked about it by Plaintiff and Class members during  
23 communications with FCA, FCA Customer Assistance, FCA dealerships, and FCA service centers.  
24 FCA continues to conceal the Defect to this day.

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<sup>53</sup> See, <https://www.fcacertified.com/>





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**California Class:**

All persons or entities that purchased or leased a Class Vehicle within California or that purchased or leased a Class Vehicle and reside in California.

**CLRA Sub-Class:**

All members of the California Class who are “consumers” within the meaning of California Civil Code § 1761(d).

156. Excluded from the Class are Defendant; its employees, officers, directors, legal representatives, heirs, successors, and wholly or partly owned subsidiaries or affiliates of Defendant; Defendant’s dealers; Class Counsel and their employees; the judicial officers and their immediate family members and associated court staff assigned to this case; and all persons within the third degree of relationship to any such persons.

157. Certification of Plaintiff’s claims for Class-wide treatment is appropriate because Plaintiff can prove the elements of their claims on a Class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claim.

158. This action has been brought and may be properly maintained on behalf of each of the Classes proposed herein under Code of Civil Procedure Section 382 and California Rules of Court, Rule 3.764.

159. **Numerosity.** Although the exact number of Class Members is uncertain and can only be ascertained through appropriate discovery, the number is great enough that such joinder is impracticable. The disposition of the claims of these Class Members in a single action will provide substantial benefits to all parties and to the Court. The Class Members are readily identifiable from information and records in FCA’s possession, custody, and/or control as well as from records kept by the Department of Motor Vehicles.

160. **Commonality and Predominance.** This action involves common questions of law and fact, which predominate over any questions affecting individual Class members, including, but not limited to the following:

- 1 a. Whether Class Vehicles suffer from the Defect;
- 2 b. Whether FCA engaged in the conduct alleged herein;
- 3 c. Whether the Defect constituted an unreasonable safety risk;
- 4 d. Whether the Defect constitutes a material fact;
- 5 e. Whether FCA designed, manufactured, advertised, marketed, distributed,
- 6 leased, sold, or otherwise placed Class Vehicles into the stream of commerce
- 7 in the United States;
- 8 f. Whether FCA designed, manufactured, marketed, and distributed Class
- 9 Vehicles with the Defect;
- 10 g. Whether Defendant has a duty to disclose the defective nature of the 3.6L
- 11 Pentastar Classic V6 Engine to Plaintiff and Class Members;
- 12 h. Whether Plaintiff and Class members overpaid for their Class Vehicles
- 13 and/or did not receive the benefit of the bargain;
- 14 i. Whether Defendant should be declared financially responsible for notifying
- 15 all Class Members of the problems with the Class Vehicles and for the costs
- 16 and expenses of repairing and replacing the defective 3.6L Pentastar Classic
- 17 V6 Engine;
- 18 j. Whether Plaintiff and Class members are entitled to damages and other
- 19 monetary relief and, if so, in what amount;
- 20 k. Whether FCA's alleged conduct constitutes the use or employment of an
- 21 unconscionable commercial practice, deception, fraud, false pretense, false
- 22 promise, and misrepresentation within the meaning of the applicable state
- 23 consumer fraud statutes;
- 24 l. Whether FCA has been unjustly enriched under applicable state laws;
- 25 m. Whether FCA has violated its express warranties to Plaintiff and Class
- 26 members;
- 27 n. Whether Defendant FCA breached the implied warranty or merchantability
- 28 pursuant to the applicable laws governing the corresponding Sub-Class;

- 1 o. Whether FCA violated California's Consumers Legal Remedies Act;
- 2 p. Whether FCA actively concealed the Defect in order to maximize profits to
- 3 the detriment of Plaintiff and Class members; and
- 4 q. Such other common factual and legal issues as are apparent from the
- 5 allegations and causes of action asserted in this Complaint.

6 161. **Typicality.** Plaintiff's claims are typical of the claims of the Class and Sub-Classes  
7 in the Plaintiff, like all Class Members, purchased or leased a Class Vehicle designed,  
8 manufactured, and distributed by FCA, and equipped with the 3.6L Pentastar Classic V-6 Engine.  
9 The representative Plaintiff, like all Class Members, have been damaged by FCA's misconduct in  
10 that they have incurred or will incur the cost of repairing or replacing the defective 3.6L Pentastar  
11 Classic Engine. Plaintiff's claims are typical of the other Class members' claims because, among  
12 other things, all Class members were comparably injured through FCA's wrongful conduct as  
13 described above. All claims seek recovery on the same legal theories and are based upon FCA's  
14 common course of conduct.

15 162. **Adequacy.** Plaintiff will fairly and adequately protect the interests of the Class  
16 members. Plaintiff has retained attorneys experienced in the prosecution of class actions, including  
17 consumer and product defect class actions, and Plaintiff intends to prosecute this action vigorously.  
18 The Class's interests will be fairly and adequately protected by Plaintiff and his counsel.

19 163. **Declaratory Relief.** FCA has acted or refused to act on grounds generally applicable  
20 to Plaintiff and Class members, thereby making appropriate declaratory relief, with respect to each  
21 Class as a whole.

22 164. **Superiority.** A class action is superior to any other available means for the fair and  
23 efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in  
24 the management of this class action. The damages or other financial detriment suffered by Plaintiff  
25 and Class members are relatively small compared to the burden and expense that would be required  
26 to individually litigate their claims against FCA, so it would be impracticable for Class members to  
27 individually seek redress for FCA's wrongful conduct. Even if Class members could afford  
28 individual litigation, the court system could not. Individualized litigation creates a potential for

1 inconsistent or contradictory judgments, and increases the delay and expense to all parties and the  
2 court system. By contrast, the class action device presents far fewer management difficulties and  
3 provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a  
4 single court.

5 **CAUSES OF ACTION**

6 **COUNT I**

7 **Fraud by Omission or Fraudulent Concealment**

8 (On behalf of the California Class)

9 165. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1  
10 through 164 above as if fully set forth herein.

11 166. Plaintiff brings this cause of action on behalf of himself and the California Class,  
12 against Defendant.

13 167. FCA knew that the Class Vehicles suffered from an inherent Defect, were  
14 defectively designed and/or manufactured and were not suitable for their intended use.

15 168. Defendant concealed from and failed to disclose to Plaintiff and Class Members the  
16 defective nature of the Class Vehicles.

17 169. Defendant was under a duty to Plaintiff and Class Members to disclose the defective  
18 nature of the Class Vehicles because:

- 19 a. Defendant was in a superior position to know the true state of facts about the  
20 safety defect suffered by the Class Vehicles;
- 21 b. The omitted facts were material because they directly impact the safety of the  
22 Class Vehicles;
- 23 c. Defendant knew the omitted facts regarding the Defect were not known to or  
24 reasonably discoverable by Plaintiff and Class Members;
- 25 d. Defendant made partial disclosures about the quality of the Class Vehicles  
26 without revealing their true defective nature; and,
- 27 e. Defendant actively concealed the defective nature of the Class Vehicles from  
28 Plaintiff and Class Members.



1 175. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1  
2 through 164 above as if fully set forth herein.

3 176. Plaintiff brings this count on behalf of himself and the California Class against  
4 Defendant.

5 177. FCA has received and retained a benefit from Plaintiff and all Class Members and  
6 inequity has resulted.

7 178. FCA has benefitted from selling and leasing defective cars whose value was  
8 artificially inflated by FCA's concealment of the Defect, and Plaintiff and Class Members have  
9 overpaid for the cars and have been forced to pay other costs.

10 179. As a result of its wrongful acts, concealments, and omissions of the defect in its  
11 Class Vehicles, as set forth above, FCA charged higher prices for their vehicles than the vehicles'  
12 true value. Plaintiff and Class Members paid than higher price for their vehicles to FCA's authorized  
13 distributors and dealers, which are in FCA's control.

14 180. All Class members conferred a benefit on FCA.

15 181. It is inequitable for FCA to retain these benefits.

16 182. Plaintiff and all Class members were not aware of the true facts about the Class  
17 Vehicles and did not benefit from FCA's conduct.

18 183. FCA knowingly accepted the benefits of its unjust conduct.

19 184. As a result of the Defendant's unjust enrichment, Plaintiff and Class Members have  
20 suffered damages.

21 185. Plaintiff does not seek restitution under their Unjust Enrichment claim. Rather,  
22 Plaintiff and Class Members seek non-restitutionary disgorgement of the financial profits that  
23 Defendant obtained as a result of its unjust conduct.

24 186. Additionally, Plaintiff seeks injunctive relief to compel Defendant to offer, under  
25 warranty, remediation solutions that Defendant identifies. Plaintiff also seeks injunctive relief  
26 enjoining Defendant from further deceptive distribution, sales, and lease practices with respect to  
27 Class Vehicles, enjoining Defendant from selling the Class Vehicles with the misleading  
28 information; compelling Defendant to provide Class members with a replacement components that

1 do not suffer from the defects alleged herein; and/or compelling Defendant to reform its warranty,  
2 in a manner deemed to be appropriate by the Court, to cover the injury alleged and to notify all  
3 Class Members that such warranty has been reformed. Money damages are not an adequate remedy  
4 for the above requested non-monetary injunctive relief.

5 **COUNT III**

6 Violation of the California's Consumers Legal Remedies Act

7 (California Civil Code § 1750, *et seq.*)

8 (On Behalf of the California Class and CLRA Sub-Class against Defendant)

9 187. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1  
10 through 164 above as if fully set forth herein.

11 188. Plaintiff bring this cause of action on behalf of himself and on behalf of the members  
12 of the California Class and the CLRA Sub-Class.

13 189. Plaintiff, the California Class members and the CLRA Sub-Class members are  
14 "consumers" within the meaning of California Civil Code § 1761(d) because they purchased their  
15 Class Vehicles primarily for personal, family, or household use.

16 190. FCA is a "person" as that term is defined in California Civil Code § 1761(c).

17 191. The purchase and leases of Class Vehicles by Plaintiff, the California Class members  
18 and the CLRA Sub-Class members constitute "transactions" as defined by the CLRA. Cal. Civ.  
19 Code § 1761(e)

20 192. The Class Vehicles constitute "goods" or "services" as defined by the CLRA. Cal.  
21 Civ. Code § 1761(a) and (b).

22 193. By failing to disclose the Defect, by concealing the Defect, by marketing its vehicles  
23 as safe, reliable, well-engineered, and of high quality, and by presenting itself as a reputable  
24 manufacturer that valued safety, performance and reliability, and stood behind its vehicles after they  
25 were sold, FCA violated California Civil Code § 1770(a), as it represented that the Class Vehicles  
26 and their Engines had characteristics and benefits that they do not have, and represented that the  
27 Class Vehicles and their Engine were of a particular standard, quality, or grade when they were of  
28 another. *See* Cal. Civ. Code §§1770(a)(5) & (7).



1 194. FCA knew that the Class Vehicles and their Engines suffered from an inherent  
2 defect, were defective and were not suitable for their intended use.

3 195. FCA also engaged in unlawful trade practices by employing deception, deceptive  
4 acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any  
5 material fact with intent that others rely upon such concealment, suppression or omission, in  
6 connection with the sale of the Class Vehicles.

7 196. FCA's unfair and deceptive acts or practices occurred repeatedly in FCA's trade or  
8 business, were capable of deceiving a substantial portion of the purchasing public and imposed a  
9 serious safety risk on the public.

10 197. FCA knew that the Class Vehicles suffered from an inherent defect, were defectively  
11 designed and/or manufactured, and were not suitable for their intended use.

12 198. As a result of their reliance on Defendant's omissions, owners and/or lessees of the  
13 Class Vehicles, including California Plaintiff, suffered an ascertainable loss of money, property,  
14 and/or value of their Class Vehicles. Additionally, as a result of the Defect, Plaintiff, the California  
15 Class members and the CLRA Sub-Class members were harmed and suffered actual damages in  
16 that the Class Vehicles' Engine and its components are substantially certain to fail before their  
17 expected useful life has run.

18 199. Defendant was under a duty to Plaintiff, the California Class members and the  
19 CLRA Sub-Class members to disclose the defective nature of the Class Vehicles because:

- 20 a. Defendant was in a superior position to know the true state of facts about the  
21 safety defect in the Class Vehicles;
- 22 b. Defendant made partial disclosures about the quality of the Class Vehicles  
23 without revealing the defective nature of the Class Vehicles; and
- 24 c. Defendant actively concealed the defective nature of the Class Vehicles from  
25 Plaintiff, the California Class members and the CLRA Sub-Class members at the  
26 time of sale and thereafter.
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1           200. By failing to disclose the Defect, Defendant knowingly and intentionally concealed  
2 material facts and breached its duty not to do so.

3           201. The facts concealed or not disclosed by Defendant to Plaintiff, the California Class  
4 members and the CLRA Sub-Class members are material because a reasonable person would have  
5 considered them to be important in deciding whether or not to purchase or lease Defendant's Class  
6 Vehicles, or to pay less for them. Whether a vehicle's engine with a defect in its valvetrain, which  
7 can cause the engine components to premature fail, resulting to decreased engine performance, loss  
8 of power, and eventual catastrophic engine failure is a material safety concern. Had Plaintiff, the  
9 California Class members and the CLRA Sub-Class members known that the Class Vehicles  
10 suffered from the Defect described herein, they would not have purchased or leased the Class  
11 Vehicles or would have paid less for them.

12           202. Plaintiff, the California Class members and the CLRA Sub-Class members are  
13 reasonable consumers who do not expect that their vehicles will suffer from the Defect. That is the  
14 reasonable and objective consumer expectation for vehicles.

15           203. As a result of Defendant's misconduct, Plaintiff, the California Class members and  
16 the CLRA Sub-Class members have been harmed and have suffered actual damages in that the  
17 Class Vehicles are defective and require repairs or replacement.

18           204. As a direct and proximate result of Defendant's unfair or deceptive acts or practices,  
19 Plaintiff, the California Class members and the CLRA Sub-Class members have suffered and will  
20 continue to suffer actual damages.

21           205. FCA's violations present a continuing risk to Plaintiff, the California Class members  
22 and the CLRA Sub-Class members as well as to the general public. FCA's unlawful acts and  
23 practices complained of herein affect the public interest.

24           206. Plaintiff, the California Class members and the CLRA Sub-Class members are  
25 entitled to equitable relief.

26           207. Plaintiff, the California Class members and the CLRA Sub-Class members seek to  
27 recover an order enjoining FCA's unfair or deceptive acts or practices and equitable relief under  
28 Cal. Civ. Code § 1780(e), and any other just and proper relief available under the CLRA.



1           215. Defendant provided all purchasers and lessees of the Class Vehicles with an express  
2 warranty described herein, which became a material part of the bargain. Accordingly, FCA's  
3 express warranty is an express warranty under California state law.

4           216. FCA's basic limited warranty provides in relevant part that "[t]he Basic Limited  
5 Warranty covers the cost of all parts and labor needed to repair any item on your vehicle when it left  
6 the manufacturing plant that is defective in material, workmanship or factory preparation."

7           217. According to FCA, the basic limited warranty lasts for 36 months or 36,000 miles,  
8 whichever occurs first.

9           218. The Warranty formed the basis of the bargain that was reached when Plaintiff and  
10 other members of the California Class purchased or leased their Class Vehicles.

11           219. FCA breached the express warranty through the acts and omissions described above.

12           220. Further, Plaintiff and members of the California Class experienced defects within the  
13 warranty period. Despite the existence of the warranties, Defendant failed to inform Plaintiff and  
14 members of the California Class that the Class Vehicles were equipped with defective engines and  
15 related components. When providing repairs under the express warranty, these repairs were  
16 ineffective and incomplete and did not provide a permanent repair for the Defect.

17           221. FCA breached the express warranty through the acts and omissions described above,  
18 including by promising to repair or adjust defects in materials or workmanship of any part supplied  
19 by Defendant and then failing to do so. Defendant has not repaired or adjusted, and has been unable  
20 to repair or adjust, the Class Vehicles materials and workmanship defects.

21           222. Plaintiff and members of the Class have had sufficient direct dealing with either FCA  
22 or its agents (i.e., dealerships and technical support) to establish privity of contract between FCA,  
23 on one hand, and Plaintiff and each of the other Class Members on the other hand. Nonetheless,  
24 privity is not required here because Plaintiff and each of the other Class Members are the intended  
25 third-party beneficiaries of contracts between FCA and its distributors and dealers, and specifically,  
26 of FCA's express warranties. The dealers were not intended to be the ultimate consumers of the  
27 Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles;  
28 the warranty agreements were designed for and intended to benefit the consumer only.

1           223. Any attempt by FCA to disclaim or limit recovery to the terms of the express  
2 warranty is unconscionable and unenforceable here. Specifically, the warranty limitation is  
3 unenforceable because FCA knowingly sold or leased defective products without informing  
4 consumers about the Defect. The time limits are unconscionable and inadequate to protect Plaintiff  
5 and the members of the California Class. Among other things, Plaintiff and members of the  
6 California Class did not determine these time limitations and/or did not know of other limitations  
7 not appearing in the text of the warranties, the terms of which were drafted by FCA and  
8 unreasonably favored FCA. A gross disparity in bargaining power and knowledge of the extent,  
9 severity, and safety risk of the Defect existed between FCA and members of the Class.

10           224. Further, the limited warranty promising to repair and/or correct a manufacturing or  
11 workmanship defect fails of its essential purpose because the contractual remedy is insufficient to  
12 make Plaintiff and the members of the California Class whole, because FCA has failed and/or has  
13 refused to adequately provide the promised remedies, i.e. a permanent repair, within a reasonable  
14 time.

15           225. Plaintiff was not required to notify FCA of the breach because affording FCA a  
16 reasonable opportunity to cure its breach of written warranty would have been futile. FCA was also  
17 on notice of the Defect from the complaints and service requests it received from Class Members,  
18 including those formal complaints submitted to NHTSA, and through other internal sources.

19           226. Nonetheless, Plaintiff provided notice to FCA of the breach of express warranties  
20 when he repeatedly took his vehicle to an authorized FCA dealership and requested warranty  
21 repairs. Plaintiff further provided notice by letter on May 8, 2024.

22           227. As a result of FCA's breach of the applicable express warranties, owners and/or  
23 lessees of the Class Vehicles suffered, and continue to suffer, an ascertainable loss of money,  
24 property, and/or value of their Class Vehicles. Additionally, as a result of the Defect, Plaintiff and  
25 California Class Members were harmed and suffered actual damages in that the Class Vehicles are  
26 substantially certain to fail before their expected useful life has run.

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1 228. As a result of FCA's breach of the express warranty, Plaintiff and California Class  
2 Members are entitled to legal and equitable relief against FCA, including actual damages, specific  
3 performance, attorney's fees, costs of suit, and other relief as appropriate.

4 **COUNT V**

5 Breach of the Implied Warranty Pursuant to Song-Beverly Consumer Warranty Act

6 (California Civil Code §§ 1792 and 1791.1, *et seq.*)

7 (On Behalf of the California Class against Defendant)

8 229. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1  
9 through 164 as if fully set forth herein.

10 230. California Plaintiff brings this count on behalf of himself and the California Class  
11 against Defendant.

12 231. FCA's Class Vehicles are "consumer goods" within the meaning of Cal. Civ. Code §  
13 1791(a).

14 232. FCA is a manufacturer within the meaning of Cal. Civ. Code § 1791(j), a distributor  
15 within the meaning of Cal. Civ. Code § 1791(e), and a lessor within the meaning of Cal. Civ. Code  
16 § 1791(i).

17 233. Plaintiff and California Class Members who purchased or leased their Class Vehicles  
18 within the State of California are "buyers" and "lessees" within the meaning of Cal. Civ. Code §§  
19 1791(b) and (h).

20 234. FCA impliedly warranted to Plaintiff and California Class Members that its Vehicles  
21 were "merchantable" within the meaning of Cal. Civ. Code §§ 1791(a) and 1792.

22 235. FCA impliedly warranted to Plaintiff and Class Members that it would repair or  
23 replace any defective products, including the Engine.

24 236. FCA knew or had reason to know of the specific use for which the Class Vehicles  
25 were purchased or leased. FCA directly sold and marketed Class Vehicles to customers through  
26 authorized dealers, like those from whom Plaintiff and members of the California Class bought or  
27 leased their vehicles, for the intended purpose of consumers purchasing the vehicles. FCA knew  
28

1 that the Class Vehicles would and did pass unchanged from the authorized dealers to Plaintiff and  
2 members of the California Class, with no modification to the defective Class Vehicles.

3 237. The Defect is latent and was present at the time of the sale/lease of Class vehicles.  
4 The propensity of the Defect to cause the RFF and related components, such as the HLA, to  
5 prematurely fail so that they do not adequately and timely transfer the motion of the cam lobes to  
6 open and close the valves, renders the Class Vehicles to not be of the quality that a buyer or lease  
7 would reasonably expect, and therefore not merchantable.

8 238. Contrary to the applicable implied warranties, the Class Vehicles at the time of sale  
9 and thereafter were not fit for their ordinary and intended purpose of providing Plaintiff and  
10 California Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles  
11 were and are defective at the time of sale or lease and thereafter as more fully described above. FCA  
12 knew of this defect at the time these sale or lease transactions occurred.

13 239. In violation of Cal. Civ. Code § 1791(a), FCA breached its implied warranty by  
14 selling/leasing defective Class Vehicles and refusing to permanently replace and/or repair the  
15 defective Engines.

16 240. Plaintiff and members of the California Class have complied with all obligations  
17 under the warranty, or otherwise have been excused from performance of said obligations as a result  
18 of FCA's conduct described herein.

19 241. The Defect has deprived Plaintiff and California Class Members of the benefit of  
20 their bargain and has caused the Class Vehicles to depreciate in value.

21 242. Plaintiff and members of the California Class were not required to notify FCA of the  
22 breach because affording FCA a reasonable opportunity to cure its breach of warranty would have  
23 been futile. FCA was also on notice of the Defect from the complaints and service requests it  
24 received from Plaintiff and the Class Members and through other internal sources.

25 243. Nonetheless, Plaintiff provided notice to FCA of the breach of implied warranties  
26 when he repeatedly took their vehicle to an authorized FCA dealership and requested warranty  
27 repairs. Plaintiff also provided notice by letter dated May 8, 2024.

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1           244. Any attempt by FCA to limit or disclaim the implied warranties in a manner that  
 2 would exclude coverage of the Defect is unenforceable and void pursuant to Cal. Civ. Code §§  
 3 1790.1, 1792.3, and 1793.

4           245. As a result of FCA’s breach of its implied warranties, Plaintiff and California Class  
 5 Members have been damaged in an amount to be proven at trial and are entitled to incidental,  
 6 consequential, and other damages and other legal and equitable relief, as well as costs and  
 7 attorneys’ fees, pursuant to Cal. Civ. Code §§ 1794 and 1795.4.

8   **COUNT VI**

9   Violation of the California Business & Professions Code § 17200, *et seq.*

10   (On Behalf of the California Class against Defendant)

11           246. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1  
 12 through 166 above as if fully set forth herein.

13           247. Plaintiff brings this cause of action on behalf of himself and on behalf of the  
 14 members of the California Class.

15           248. California Business & Professions Code § 17200 prohibits “unfair competition”  
 16 including any “unlawful, unfair, or fraudulent business practice” and “unfair, deceptive, untrue or  
 17 misleading advertising.” FCA engaged in conduct that violated each of this statute’s three prongs.

18           249. As a result of their reliance on Defendant’s omissions, owners and/or lessees of the  
 19 Class Vehicles, including Plaintiff, suffered an ascertainable loss of money, property, and/or value  
 20 of their Class Vehicles. Additionally, as a result of the Defect, Plaintiff and the California Class  
 21 members were harmed and suffered actual damages in that the Class Vehicles’ Engine and its  
 22 components are substantially certain to fail before their expected useful life has run.

23           250. Plaintiff and the California Class members are reasonable consumers who do not  
 24 expect their engine to exhibit problems in its valvetrain, specifically the RFF and related  
 25 components, such as the HLA, which cause those components to prematurely fail.

26           251. Defendant knew the Class Vehicles and their Engines were defectively designed or  
 27 manufactured, would fail prematurely, and were not suitable for their intended use.  
 28



1           252. In failing to disclose the Defect, Defendant has knowingly and intentionally  
2 concealed material facts and breached its duty not to do so.

3           253. Defendant was under a duty to Plaintiff and the California Class Members to disclose  
4 the defective nature of the Class Vehicles because:

5                   a. Defendant was in a superior position to know the true state of facts about the  
6 safety defect in the Class Vehicles;

7                   b. Defendant made partial disclosures about the quality of the Class Vehicles  
8 without revealing the defective nature of the Class Vehicles; and

9                   c. Defendant actively concealed the defective nature of the Class Vehicles from  
10 Plaintiff and the California Sub-Class Members at the time of sale and thereafter.

11           254. By failing to disclose the Defect, Defendant knowingly and intentionally concealed  
12 material facts and breached its duty not to do so.

13           255. The facts concealed or not disclosed by Defendant to Plaintiff and the California  
14 Class Members are material because a reasonable person would have considered them to be  
15 important in deciding whether or not to purchase or lease Defendant's Class Vehicles, or to pay less  
16 for them. Whether a vehicle's engine with a defect in its valvetrain, which can cause the engine  
17 components to premature fail, resulting to decreased engine performance, loss of power, and  
18 eventual catastrophic engine failure is a material safety concern. Had Plaintiff and the California  
19 Class Members known that the Class Vehicles suffered from the Defect described herein, they  
20 would not have purchased or leased the Class Vehicles or would have paid less for them.

21           256. Defendant continued to conceal the defective nature of the Class Vehicles and their  
22 Engine even after Plaintiff and the other California Class members began to report problems.

23           257. Defendant's conduct was and is likely to deceive consumers.

24           258. FCA's acts, conduct, and practices were unlawful, in that they constituted:

25           259. Violations of California's Consumers Legal Remedies Act;

26           260. Violations of the Song-Beverly Consumer Warranty Act, including California Civil  
27 Code §§ 1792 and 1791.1.; and

28           261. Violations of the Magnuson-Moss Warranty Act.

1 262. By their conduct, FCA has engaged in unfair competition and unlawful, unfair, and  
2 fraudulent business practices.

3 263. FCA's unfair or deceptive acts or practices occurred repeatedly in FCA's trade or  
4 business and were capable of deceiving a substantial portion of the purchasing public.

5 264. As a direct and proximate result of FCA's unfair and deceptive practices, Plaintiff  
6 and the other California Class members have suffered and will continue to suffer actual damages.

7 265. Plaintiff and the other California Class members will be unable to rely on the  
8 advertising and labeling of Class Vehicles in the future, and so will not purchase the Class Vehicles  
9 although they would like to.

10 266. FCA has been unjustly enriched and should be required to make restitution to  
11 Plaintiff and the other California Class members pursuant to §§ 17203 and 17204 of the Business &  
12 Professions Code.

13 **PRAYER FOR RELIEF**

14 267. WHEREFORE, Plaintiff, individually and on behalf of the members of the  
15 California Class and CLRA Sub-Classes, respectfully requests that the Court certify the proposed  
16 California Class and CLRA Sub-Class including designating the named Plaintiff as representatives  
17 of the California Class, and the CLRA Sub-Class and appointing the undersigned as Class Counsel,  
18 and the designation of any appropriate issue classes, under the applicable provisions of Code of  
19 Civil Procedure Section 382 and California Rules of Court, Rule 3.764., and that the Court enter  
20 judgment in Plaintiff's favor and against FCA including the following relief:

21 268. A declaration that any applicable statutes of limitations are tolled due to FCA's  
22 fraudulent concealment and that FCA is estopped from relying on any statutes of limitations in  
23 defense;

- 24 i. Restitution, compensatory damages, and costs for economic loss and out-of-pocket  
25 costs;
- 26 ii. Punitive and exemplary damages under applicable law;
- 27 iii. Reimbursement and compensation of the full purchase price for any repairs or  
28 replacements purchased by a Plaintiff or Class member to remedy the Defect;

