

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN**

MATTHEW MCNEELY, CLAUDINE  
SHERIDAN, ANGELA BOONIE,  
SHARON BRENNEMAN, BRIAN  
HICKMAN, KENNETH LAKE JR.,  
SCOTT BEATTY, LISA BOSTELMAN,  
SCOTT REID, DOUGLAS BAUMAN,  
JASON SHORT, TRAVIS SILVER,  
EDGAR ORTEGA, KENNETH  
WAGNER, ION BALEANU, KRISTA  
MARCELLO, SCOTT SEARS, CONNIE  
STARR, and HOWARD USEMAN  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

FCA US, LLC, d/b/a STELLANTIS  
NORTH AMERICA,

Defendant.

Case No.: 5:24-cv-11596-JEL-DRG

Hon. Judith E. Levy

Magistrate Judge David R. Grand

**FIRST AMENDED CONSOLIDATED CLASS ACTION COMPLAINT  
AND DEMAND FOR JURY TRIAL**

Plaintiffs Matthew McNeely, Claudine Sheridan, Angela Boonie, Sharon Brenneman, Brian Hickman, Kenneth Lake Jr., Scott Beatty, Lisa Bostelman, Scott Reid, Douglas Bauman, Jason Short, Travis Silver, Edgar Ortega, Kenneth Wagner, Ion Baleanu, Krista Marcello, Scott Sears, Connie Starr, and Howard Useman (collectively, “Plaintiffs”), individually and on behalf of all others similarly situated,

by and through their attorneys, allege as follows upon personal knowledge as to themselves, and as to all other matters upon information and belief, and based upon the investigation undertaken by their counsel.

## **INTRODUCTION**

1. This is a class action lawsuit brought against Defendant FCA US, LLC, d/b/a Stellantis North America (“FCA” or “Defendant”) by Plaintiffs, individually and on behalf of a class of current and former owners and lessees of the following vehicle models (“Class Vehicles” or “Vehicles”)<sup>1</sup> equipped with the Uconnect infotainment system (“Uconnect” or “Uconnect 5”):

- 2021-2024 Chrysler Pacifica
- 2022-2024 Ram pickup trucks (1500, 2500, 3500)
- 2022-2024 Ram Chassis Cab
- 2022-2024 Ram ProMaster
- 2022-2024 Jeep Wagoneer and Grand Wagoneer
- 2022-2024 Jeep Compass
- 2022-2024 Jeep Grand Cherokee and Jeep Grand Cherokee L
- 2022-2024 Dodge Durango
- 2023-2024 Dodge Hornet

2. Uconnect is a multimedia and video interface—often referred to as an in-car entertainment or in-vehicle infotainment system—in the Class Vehicles’ center console. Among other things, Uconnect operates the visual for the backup camera, provides the controls for the audio and radio system, connects to the operator’s cell

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<sup>1</sup> Plaintiffs reserve the right to amend or add to the vehicle models and model years after conducting discovery.

phone, displays weather information, and contains the navigation system. An infotainment system is designed to be the gateway between the driver and the vehicle's safety, navigation, communication, and entertainment features.

3. FCA's website dedicated to the Uconnect system touts its features in four areas: entertainment, phone calls, voice commands, and navigation. FCA's advertisements in each of these areas are reproduced below:

#### ENTERTAINMENT

Keep your family entertained with the available Uconnect<sup>®</sup> system and SiriusXM<sup>®</sup>, offering a wide variety of ad-free channels.



## PHONE

Conveniently make and receive calls, reply to text messages, play songs and more right from your vehicle.



## VOICE COMMAND

Leave your hands on the wheel and your eyes on the road thanks to voice command features that let you take control of your entertainment, available navigation, climate and more.



## NAVIGATION

Available navigation offers information about your route along the way, inviting you to explore with confidence in your vehicle.



4. Rather than reliably providing these features, the Class Vehicles' infotainment systems are plagued by a series of issues stemming from a common defect that causes them—including the navigation, audio system, and Bluetooth connectivity—to malfunction, operate intermittently, and even become inoperable. The defect can also render critical safety-related systems to fail, such as the backup camera and its display. And when the system abruptly malfunctions while the car is being driven, unexpected audio or video errors can cause the driver to become distracted. Collectively, this is referred to herein as the "Defect." As discussed in more detail below, the Defect poses a significant safety hazard to drivers and occupants of Class Vehicles, and other members of the public.

5. FCA has long known of the Defect from multiple sources. It was aware of the Defect from, *inter alia*, internal warranty and repair records submitted directly to the company and to its authorized dealers, rigorous pre-release testing, and complaints on consumer message boards and as collected by the National Highway Transportation Safety Administration (“NHTSA”). FCA was also on notice of prior, extremely similar defects in its earlier Uconnect 4 dashboard infotainment system, as alleged in *Pistorio v. FCA US LLC*, 2:20-cv-11838 (E.D. Mich.).

6. Despite having pre-sale, superior knowledge of the Defect and the safety issues associated with it, FCA has failed to issue a service campaign or technical service bulletin (TSB) that completely or satisfactorily rectifies the Defect, or a recall of the Vehicles, and has not made Class Vehicle owners and lessees whole. Instead, FCA failed to disclose, and actively concealed, the Defect from the public, and continues to manufacture, advertise, distribute, and sell and re-sell the Vehicles without disclosing this material information.

7. As a result of FCA’s misconduct, Plaintiffs and Class Members were each injured on account of receiving Class Vehicles that are fundamentally different from what they believed they were purchasing, and which are less valuable than was represented at the time of sale.

8. In designing, manufacturing, marketing, and selling and/or leasing the Class Vehicles with the undisclosed Defect, FCA has engaged in unfair, deceptive,

and misleading consumer practices, breached its implied warranties to Plaintiffs and Class Members, has fraudulently omitted material information about the Class Vehicles, and has been unjustly enriched at the expense of Plaintiffs and Class Members.

9. Plaintiffs bring this action individually and on behalf of the Class defined below for breaches of warranty, violations of the Magnusson-Moss Warranty Act, violations of various state consumer protection laws and, alternatively, unjust enrichment. In addition to monetary damages, they seek declaratory and injunctive relief to prevent FCA's continued misconduct.

### **JURISDICTION AND VENUE**

10. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2)(A) because: (i) there are 100 or more Class Members; (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs; and (iii) this is a class action in which numerous Class Members, Plaintiffs, and the Defendant are citizens of different states.

11. This Court has personal jurisdiction over Defendant because FCA is headquartered in this District, transacts business within this District, and committed one or more tortious acts within this District.

12. Venue is proper in this Court pursuant to 28 U.S.C. §1391 in that the events that substantially give rise to the claims in this case occurred in this District.

## **PARTIES**

### **Plaintiffs**

#### ***Florida***

#### ***Plaintiff Sharon Brenneman***

13. Plaintiffs Sharon Brenneman is a citizen of the State of Florida.

14. On April 25, 2023, Plaintiff Brenneman purchased a new 2022 Chrysler Pacifica Hybrid, equipped with Uconnect 5, from Douglas Jeep, Inc., an authorized FCA dealership, in Venice, Florida.

15. The Defect has impacted Plaintiff Brenneman since she purchased her Chrysler Pacifica. The GPS available through her car's Uconnect system will frequently drop when it is being used for navigation purposes. The GPS system has difficulty finding the current location when Plaintiff Brenneman is using the GPS for directions, leading to distracted driving when trying to reorient the GPS. Also, the GPS occasionally will turn off and on.

16. The GPS system is very unreliable. Often when the GPS turns itself off, Plaintiff Brenneman needs to use her cellphone for directions while driving.

17. The app that Plaintiff Brenneman uses is supposed to sync her Android smartphone with the Uconnect 5 through Bluetooth. However, Uconnect does not consistently connect with the app as intended.



18. As a result of these issues, Plaintiff Brenneman is forced to take her eyes off the road to address the problems, causing driver distraction.

19. To attempt to resolve the Defect, on November 21, 2023, Plaintiff Brenneman visited Gettel Chrysler Dodge Jeep Ram, an authorized FCA dealership in Punta Gorda, Florida. There, a dealership technician noted in the invoice that Plaintiff Brenneman complained of the GPS malfunctioning and not syncing to her Android device.

20. The technician performed a radio reset and told Plaintiff Brenneman to return to the dealership if the issues persist.

21. She returned with similar complaints of the GPS not working on or about December 4, 2023 and December 29, 2023. At the time of the visits, the Vehicle had been driven approximately 3,086 miles and 3,269 miles, respectively.

22. On May 3, 2024, Plaintiff Brenneman returned to Gettel Chrysler Dodge Jeep Ram with complaints of the GPS repeatedly not working. At the time of this visit, the vehicle had been driven approximately 4,585 miles. The technician performed an update on the Uconnect 5 and replaced the radio. The technician stated that as a result of the repair attempt, the Uconnect 5 was working properly.

23. The attempted fix was short-lived, as the GPS continued to work, at very best, inconsistently and Plaintiff Brenneman continues to experience problems.

24. On July 1, 2024, Plaintiff Brenneman returned to Gettel Chrysler Dodge Jeep Ram with continued issues with the Uconnect despite its replacement. At the time of this visit, the vehicle had been driven approximately 5,343 miles.

25. Two weeks later, on July 18, 2024, Plaintiff informed Gettel Chrysler Dodge Jeep Ram that the “home screen on [the] radio jumps around when driving.” Both the GPS and Bluetooth will drop from time to time. At the time of this visit, the vehicle had been driven approximately 5,472 miles.

26. Again on July 31, 2024, Plaintiff Brenneman brought her vehicle back to the Gettel Chrysler Dodge Jeep Ram because the Uconnect screen went blank when it was being reprogrammed. The GPS will also reroute her when in use. The radio has a slow reaction time and a radio update was unsuccessful. The technician confirmed the issues and a second new radio was ordered. At the time of this visit, the vehicle had been driven approximately 5,530 miles.

27. If anything, the Defect now occurs more frequently. Plaintiff Brenneman’s home screen now needs to be reset every time she uses her Vehicle.

28. To date, Plaintiff Brenneman has received no notification from FCA about any potential permanent repair or modification that would eliminate the Defect.

29. Plaintiff overpaid for the Class Vehicle because Plaintiff was unaware of the Defect at the time of sale. Additionally, as result of the Defect, Plaintiff has incurred loss of personal time spent dealing with, and trying to resolve, it and loss of

use of the Vehicle. The Vehicle has also suffered diminution in value due to the Defect.

30. Plaintiff relied on FCA's misrepresentations and omissions about the Defect, which were material because had FCA disclosed its knowledge of the Defect before Plaintiff purchased the Class Vehicle, Plaintiff would not have purchased, or would have paid less for, the Class Vehicle.

31. As a result of the Defect, Plaintiff Brenneman has lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless FCA fully discloses the Defect and provides a permanent repair or modification, Plaintiff Brenneman will be unable to rely on future advertising or labeling of the Class Vehicles, and for this reason will not purchase another Class Vehicle, or any of FCA's other vehicles, although she would like to do so.

32. Plaintiff Brenneman provided pre-suit notice to FCA of her claims in May 2024.

***Plaintiff Brian Hickman***

33. Plaintiff Brian Hickman is a citizen of the State of Florida.

34. He purchased a new 2023 Jeep Grand Cherokee L on May 27, 2023 from Jacksonville Chrysler Jeep Dodge Ram Arlington, an authorized FCA dealership

located in Jacksonville, Florida. At the time of purchase, his vehicle had been driven approximately 76 miles.

35. At all times, Plaintiff Hickman has used his Class Vehicle in the normal and expected manner in which it was intended to be used and has driven his Class Vehicle in a foreseeable manner.

36. Driver and passenger safety and reliability were important factors in Plaintiff Hickman's decision to purchase his Vehicle. Before making his purchase, Plaintiff Hickman reviewed the Vehicle's Monroney sticker, spoke with his dealer about the Vehicle, and test drove the Vehicle. Plaintiff Hickman selected and ultimately purchased his Class Vehicle because the Vehicle was represented to be, and marketed as, a high-quality vehicle capable of providing safe, reliable transportation. The purchase was based, in part, on the advertised safety, reliability, and quality of the Vehicle and its components.

37. Plaintiff Hickman began experiencing the Defect in his Vehicle by June 2023, after having driven the vehicle for fewer than 500 miles. Specifically, the Defect first manifested with lines going across the display screen, and the screen then going black.

38. As a result of the Defect in Plaintiff Hickman's Vehicle, he has also experienced a frozen display screen, disconnected calls, the display screen failing to show the image from the backup camera, and GPS navigation failures.

39. As a result of these issues, Plaintiff is forced to take his eyes off the road to address the problems.

40. On more than one occasion, and as early as December 21, 2023, with only 5,792 miles on his Vehicle, Plaintiff Hickman brought his Vehicle to an authorized FCA dealer and requested repair for the malfunctioning Uconnect system. The dealership indicated that it could not replicate Plaintiff Hickman's concerns and informed him that the Vehicle was operating as designed.

41. On May 9, 2024, with only 8,878 miles on the odometer, Mr. Hickman returned to the dealership and complained about the performance of his Uconnect system. The dealer initially determined that his Uconnect system was operating properly, but subsequently opened a STAR Case (No. 102506918) for Plaintiff Hickman's Vehicle.

42. On May 21, 2024, the dealership replaced the radio in Plaintiff Hickman's Vehicle and informed him that it was operating as designed.

43. Despite the attempted fix, Plaintiff Hickman continues to experience the same Uconnect malfunctions.

44. To date, Plaintiff Hickman has received no notification from FCA about any potential permanent repair or modification that would eliminate the Defect.

45. Plaintiff overpaid for the Class Vehicle because Plaintiff was unaware of the Defect at the time of sale. Additionally, as result of the Defect, Plaintiff has

incurred loss of personal time spent dealing with, and trying to resolve, it and loss of use of the Vehicle. The Vehicle has also suffered diminution in value due to the Defect.

46. Plaintiff relied on FCA's misrepresentations and omissions about the Defect, which were material because had FCA disclosed its knowledge of the Defect before Plaintiff purchased the Class Vehicle, Plaintiff would not have purchased, or would have paid less for, the Class Vehicle.

47. As a result of the Defect, Plaintiff Hickman has lost confidence in the ability of his Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless FCA fully discloses the Defect and provides a permanent repair or modification, Plaintiff Hickman will be unable to rely on future advertising or labeling of the Class Vehicles, and for this reason will not purchase another Class Vehicle, or any of FCA's other vehicles, although he would like to do so.

***Plaintiff Kenneth Lake Jr.***

48. Plaintiff Kenneth Lake Jr. is a citizen of the State of Florida.

49. On September 23, 2022, Plaintiff Lake Jr. purchased a new 2022 Dodge Durango SRT from Napleton Clermont Chrysler Jeep Dodge, an authorized FCA dealership located in Clermont, Florida. At the time of purchase, his Vehicle had been driven approximately 14 miles.

50. At all times, Plaintiff Lake Jr. has used his Class Vehicle in the normal and expected manner in which it was intended to be used and has driven his Class Vehicle in a foreseeable manner.

51. Driver and passenger safety and reliability were important factors in Plaintiff Lake Jr.'s decision to purchase his Vehicle. Before making his purchase, Plaintiff Lake Jr. reviewed the Vehicle's Monroney sticker, spoke with his dealer about the Vehicle, and test drove a similar vehicle of the same model and model year. Plaintiff Lake Jr. selected and ultimately purchased his Class Vehicle because the Vehicle was represented to be, and marketed as, a high-quality vehicle capable of providing safe and reliable transportation. The purchase was based, in part, on the advertised safety, reliability, and quality of the Vehicle and its components.

52. None of the information provided to Plaintiff Lake Jr. disclosed the Defect in the Uconnect system, which, as noted, affects certain of the Vehicle's advertised safety systems.

53. Plaintiff Lake Jr. began experiencing the Defect in his Vehicle within a month after purchase. Plaintiff Lake Jr. has had constant Uconnect failures, such as issues connecting (and staying connected) to Bluetooth, using the navigation, blank screens, distorted pictures from the backup camera, and failure of the display screen to consistently show images from the backup camera when driving in reverse.

54. As a result of these issues, Plaintiff Lake Jr. is forced to take his eyes off the road to address the problems. In addition, Mr. Lake has had to restart his Vehicle often to correct these problems, but that approach has not always been effective.

55. Plaintiff Lake Jr.'s late wife reported to the dealer that the Uconnect system in his Vehicle would malfunction. In response, the dealer told her that it could not replicate her concerns and that there was nothing wrong with the Vehicle.

56. To date, Plaintiff Lake Jr. has received no notification from FCA about any potential permanent repair or modification that would eliminate the Defect in his Vehicle.

57. Plaintiff overpaid for the Class Vehicle because Plaintiff was unaware of the Defect at the time of sale. Additionally, as result of the Defect, Plaintiff has incurred loss of personal time spent dealing with, and trying to resolve, it and loss of use of the Vehicle. The Vehicle has also suffered diminution in value due to the Defect.

58. Plaintiff relied on FCA's misrepresentations and omissions about the Defect, which were material because had FCA disclosed its knowledge of the Defect before Plaintiff purchased the Class Vehicle, Plaintiff would not have purchased, or would have paid less for, the Class Vehicle.

59. As a result of the Defect, Plaintiff Lake Jr. has lost confidence in the ability of his Class Vehicle to provide safe and reliable transportation for ordinary



and advertised purposes. Until and unless FCA fully discloses the Defect and provides a permanent repair or modification, Plaintiff Lake Jr. will be unable to rely on future advertising or labeling of the Class Vehicle, and for this reason will not purchase another Class Vehicle, or any of FCA's other vehicles, although he would like to do so.

***Plaintiff Scott Beatty***

60. On June 24, 2024, Plaintiff Beatty purchased a new 2022 Ram 3500 from a dealership in Florida, with specifications and options based on a build sheet he had previously submitted online. Plaintiff Beatty looked at the Ram website before making his decision to purchase the vehicle. The website advertised that "The 2022 Ram 3500 boasts the new available Uconnect® 5C system that features updated user interfaces, tow-specific navigation (late availability), and even more entertainment, and safety and security features to help keep you informed on the go." The Uconnect 5 dashboard system looked enticing to him and was one of the factors he considered when purchasing his Vehicle.

61. Plaintiff Beatty was a previous owner of a 2018 Power Wagon that contained the Uconnect 4, which had malfunctioned. Plaintiff Beatty expressed concern about the Uconnect on the 2022 Ram containing similar issues. The dealer assured him that the issues related to malfunctions in the Uconnect 4 had been resolved in the Uconnect 5. That turned out to be false.

62. At all times, Plaintiff Beatty used his Class Vehicle in the normal and expected manner in which it was intended to be used and has driven his Class Vehicle in a foreseeable manner.

63. Driver and passenger safety and reliability were important factors in Plaintiff Beatty's decision to purchase his Vehicle. Before making his purchase, Plaintiff Beatty reviewed the Vehicle's Monroney sticker, and spoke with his dealer about the Vehicle. Plaintiff Beatty selected and ultimately purchased his Class Vehicle because the Vehicle was represented to be, and marketed as, a high-quality vehicle capable of providing safe, reliable transportation with a working dashboard and operating system. The purchase was based, in part, on the advertised safety, reliability, and quality of the Vehicle and its components.

64. None of the information provided to Plaintiff Beatty disclosed the Defect in the Uconnect system, which, as noted, affects certain of the Vehicle's advertised safety systems.

65. A month after purchasing his Vehicle, Plaintiff Beatty started experiencing the Defect. These issues occur sporadically, ranging from daily to monthly.

66. Specifically, the Defect first manifested when Plaintiff Beatty would start his vehicle whereby the Uconnect 5 would display a black screen while the audio in his Vehicle was on. Also, pushing the power button would not turn the Uconnect 5 on

or off. His most recent issue involved the Uconnect displaying a black screen while a podcast was playing on the device, with no ability for Plaintiff Beatty to alter the settings.

67. Beatty also experiences issues with the Bluetooth not recognizing or connecting to his phone. Moreover, audio will play from the dashboard but the screen will remain blank instead of displaying the pertinent visual media (such as the identification of the audio being played, or the map, when GPS is being used). This occurs on a regular basis. Moreover, the Uconnect 5 touch screen frequently did not respond to touches and would often not play the selected media function.

68. On June 9, 2022, Plaintiff Beatty visited Larry H. Miller Chrysler Jeep Dodge Ram in Albuquerque with complaints about the touch screen in the Uconnect 5 displaying a blank screen when selecting the app page. Plaintiff Beatty relayed to the dealership that when he selects a channel on the app page, a completely different channel would play. The advisor at the dealership recommended a radio update and informed him that if the problem persisted, Plaintiff would need his radio replaced. The advisor performed a radio update through a Technical Service Bulletin (“TSB”) from FCA that provided repair procedure instructions (TSB 08-036-22). That did not resolve the issue. A radio replacement was recommended. The advisor noted in the invoice that Plaintiff Beatty needed to return to the dealership so the Vehicle could be evaluated further.

69. The radio in the Uconnect 5 would also randomly increase volume, without any user action or command, to the maximum volume while Plaintiff Beatty is driving, which is extremely distracting and dangerous. This unexpected volume increase forces Plaintiff Beatty to pull over and shut the vehicle off so it can reset. These problems reflect serious safety concerns as Plaintiff Beatty is forced to immediately pull over (if even possible) to address the malfunctions.

70. Plaintiff Beatty has taken his Vehicle to two different dealerships at least six times to try and address the Defect. The advisor at the dealership has refreshed the software. At times, Plaintiff Beatty will also receive an over-the-air software update. However, these proposed remedies would only fix the Defect temporarily, if at all.

71. On June 7, 2022, Plaintiff Beatty visited Melloy Dodgeland in Albuquerque, NM with concerns about the radio in his Uconnect 5. He could not access the app page, and when using Sirius XM radio, an entirely different station would play than the one he selected. The advisor at the dealership told Beatty that the app page was working properly at the time of Plaintiff Beatty's visit. However, the advisor noted in writing that "there are problems with the preset operation for the saved stations."

72. The advisor confirmed that the latest radio software had been installed in the Vehicle. The advisor noted that the problems with Plaintiff Beatty's Uconnect 5 are apparently "software related" but there was no correction available at that time.

73. On October 11, 2022, Plaintiff Beatty visited Larry H. Miller Chrysler Jeep Dodge Ram Albuquerque, with complaints that the radio displays a black screen and does not work properly. The advisor searched for any relevant TSBs to fix the issue and found TSB S2108000285 REV. The TSB provided instructions on how to resolve the issue. After performing the tests described in the TSB, the advisor "was not able to induce the concern." The invoice noted that Beatty's problem was one FCA was aware of and was in the process of developing a software update to resolve. The advisor checked to see if the radio needed updating and confirmed that the radio had the latest update. The advisor claimed that the Vehicle's radio was working as intended.

74. Plaintiff Beatty has paid out of pocket costs in an attempt to resolve the Defect in the Uconnect 5. He has spent at least \$200 in diagnostic expenses at Melloy Dodgeland.

75. To date, Plaintiff Beatty has received no notification from FCA about any potential permanent repair or modification that would eliminate the Defect in his Vehicle.

76. Plaintiff overpaid for the Class Vehicle because Plaintiff was unaware of the Defect at the time of sale. Additionally, as result of the Defect, Plaintiff has incurred loss of personal time spent dealing with, and trying to resolve, it and loss of use of the Vehicle. The Vehicle has also suffered diminution in value due to the Defect.

77. Plaintiff relied on FCA's misrepresentations and omissions about the Defect, which were material because had FCA disclosed its knowledge of the Defect before Plaintiff purchased the Class Vehicle, Plaintiff would not have purchased, or would have paid less for, the Class Vehicle.

78. As a result of the Defect, Plaintiff Beatty has lost confidence in the ability of his Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless FCA fully discloses the Defect and provides a permanent repair or modification, Plaintiff Beatty will be unable to rely on future advertising or labeling of the Class Vehicle, and for this reason will not purchase another Class Vehicle, or any of FCA's other vehicles, although he would like to do so. In fact, during a recent visit to the Melloy dealership, an FCA salesperson, who was trying to sell him a new truck, advised him, remarkably, that he was not aware of any problems related to the Uconnect 5.

*Massachusetts*

*Plaintiff Matthew McNeely*

79. Plaintiff Matthew McNeely is a citizen of the Commonwealth of Massachusetts.

80. In May of 2021, Plaintiff McNeely purchased a 2022 Ram 1500 LTD from Brigham-Gill Village CDJR, an authorized FCA dealership located in Natick, Massachusetts. On November 29, 2021, Plaintiff McNeely's Vehicle was delivered to him. At the time of purchase and delivery, his vehicle had approximately 10 miles on it.

81. At all times, Plaintiff McNeely has used his Class Vehicle in the normal and expected manner in which it was intended to be used and has driven his Class Vehicle in a foreseeable manner.

82. Driver and passenger safety and reliability were important factors in Plaintiff McNeely's decision to purchase his Vehicle. Before making his purchase, Plaintiff McNeely reviewed the Vehicle's Monroney sticker, spoke with his dealer about the Vehicle and test drove a similar Vehicle. Plaintiff selected and ultimately purchased his Class Vehicle because it was represented to be, and marketed as, a high-quality vehicle capable of providing safe and reliable transportation. The purchase was based, in part, on the advertised safety, reliability, and quality of the Vehicle and its components.

83. None of the information provided to Plaintiff McNeely disclosed the Defect in the Uconnect system, which, as noted, affects certain of the Vehicle's advertised safety systems, such as the backup camera.

84. Plaintiff McNeely began experiencing the Defect in his Vehicle on or about December 2021, when the Vehicle had approximately 200 miles on it. The Defect first manifested when Plaintiff McNeely observed the Uconnect system shut down inexplicably and a software update appeared to occur mid-vehicle operation. When this Defect occurs, numerous warning symbols appear on his screen, safety features become disabled, and the system tells Plaintiff to pull over. The software updates cannot be stopped or postponed so Plaintiff must pull over; these updates can take up to 15 minutes to complete.

85. As a result of the Defect in Plaintiff's Vehicle, he has also experienced the following issues: the GPS crashing due to incoming text messages, which required Plaintiff to pull off to the side of the road and restart his Vehicle; the radio dropping and/or making buzzing noises; the GPS flashing or changing without reason or warning, and other GPS-related issues; and failures associated with the sensor cameras and safety system.

86. As a result of these issues, Plaintiff is forced to take his eyes off the road to address the problems.



87. Plaintiff called his dealership in January 2022 to ask about the issues, and was informed it was just a glitch. At the time, the Vehicle had approximately 200 miles on it. He called back several times and was assured there was an over-the-air software update that would fix the issues. Plaintiff McNeely has brought these issues up with the dealership, but the dealership indicated that there are no issues with the Vehicle. Recently, FCA has pushed two over-the-air updates to Plaintiff McNeely's Vehicle, however, neither update has resolved the issues he experiences. To date, Plaintiff has received no notification from FCA about any potential permanent repair or modification that would eliminate the Defect in his Vehicle.

88. Plaintiff overpaid for the Class Vehicle because Plaintiff was unaware of the Defect at the time of sale. Additionally, as result of the Defect, Plaintiff has incurred loss of personal time spent dealing with, and trying to resolve, it and loss of use of the Vehicle. The Vehicle has also suffered diminution in value due to the Defect.

89. Plaintiff relied on FCA's misrepresentations and omissions about the Defect, which were material because had FCA disclosed its knowledge of the Defect before Plaintiff purchased the Class Vehicle, Plaintiff would not have purchased, or would have paid less for, the Class Vehicle.

90. Plaintiff McNeely also suffered actual damages as a result of the Defect. Plaintiff purchased real-time traffic updates through the Uconnect system that, when

working properly, displays traffic flow, traffic light updates, and other features. Plaintiff McNeely continues to pay an annual fee of \$159 to use this service. As a result of the Defect, however, the traffic update service is disrupted by incoming texts, switching between screens on the Uconnect infotainment system, the screen shutting off. Even when the Plaintiff restarts the vehicle, the system may function in the first instance but ceases to work when disrupted.

91. As a result of the Defect, Plaintiff McNeely has lost confidence in the ability of his Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless FCA fully discloses the Defect and provides a permanent repair or modification, Plaintiff McNeely will be unable to rely on future advertising or labeling of the Class Vehicles, and for this reason will not purchase another Class Vehicle, or any of FCA's other vehicles, although he would like to do so.

92. Plaintiff McNeely sent a demand letter to FCA, pursuant to the Massachusetts Consumer Protection Act. M. G. L. Chapter 93A *et seq.*, on April 22, 2024.

***Plaintiff Ion Baleanu***

93. Plaintiff Ion Baleanu is a citizen of the Commonwealth of Massachusetts.

94. In April of 2022, Plaintiff Baleanu leased a 2022 Dodge Ram 1500 Laramie from Central Chrysler and Dodge, an authorized FCA dealership located in

Raynham, Massachusetts. At the time Plaintiff leased the vehicle, his vehicle had approximately 14 miles on it.

95. At all times, Plaintiff Baleanu has used his Class Vehicle in the normal and expected manner in which it was intended to be used and has driven his Class Vehicle in a foreseeable manner.

96. Driver and passenger safety and reliability were important factors in Plaintiff Baleanu's decision to lease his vehicle. Before leasing, Plaintiff Baleanu spoke with his dealer about the vehicle and test drove a similar one. Plaintiff selected and ultimately leased his Class Vehicle because it was represented to be, and marketed as, a high-quality vehicle capable of providing safe and reliable transportation. The lease of the vehicle was based, in part, on the advertised safety, reliability, and quality of the vehicle and its components.

97. None of the information provided to Plaintiff Baleanu disclosed the Defect in the Uconnect system, which, as noted, affects certain of the Vehicle's advertised safety systems.

98. Plaintiff Baleanu began experiencing the Defect in his Vehicle on or about October 2022, within 6 months of leasing the vehicle. The Defect manifested when Plaintiff Baleanu first observed the Uconnect system intermittently and inexplicably freezing and rebooting. When this happens, the screen and safety features accessed through the screen are disabled.

99. As a result of the Defect in Plaintiff's vehicle, he has also experienced the following issues: the GPS crashing, flashing, or changing without reason or warning, and other GPS-related issues; Bluetooth connectivity issues and issues with the wireless internet connection equipped with the vehicle which has prevented the Vehicle from properly receiving updates; and failures associated with the sensor cameras and safety system.

100. As a result of these issues, Plaintiff is forced to take his eyes off the road to address the problems.

101. Plaintiff Baleanu's Vehicle also suffered from battery drain issues potentially resulting from the Uconnect defect. The battery equipped with Plaintiff's vehicle had drained four separate times between February 2024 and May 2024, in which the battery needed to be replaced three out of four times.

102. Plaintiff called his dealership in February 2024 to address the issues with the UConnect system and the battery drain issue, and was informed that the driver's EZ Pass tolling device interfered with the frequency of the Uconnect system that impacted the battery and the functionality of the infotainment system. Each subsequent time Plaintiff's vehicle's battery drained, he contacted the dealership to address the issue, for which Plaintiff's dealership replaced the battery but could not successfully address the remaining issues with the UConnect System.

103. In August 2024, Plaintiff contacted FCA directly to address the issues

with his vehicle. FCA offered to replace the entire UConnect system claiming that it would resolve Mr. Baleanu's issues with the Vehicle. Mr. Baleanu accepted the replacement in August of 2024. In September 2024, however, the replaced Uconnect system in Plaintiff's Vehicle began displaying the same issues it had prior to the replacement, namely, switching between application tabs without cause, glitching and blacking out, and the previously mentioned GPS-related issues.

104. To date, Plaintiff have received no notification from FCA about any potential permanent repair or modification that would eliminate the Defect in hhis Vehicle.

105. Plaintiff overpaid for the Class Vehicle because Plaintiff was unaware of the Defect at the time of sale. Additionally, as result of the Defect, Plaintiff has incurred loss of personal time spent dealing with, and trying to resolve, it and loss of use of the Vehicle. The Vehicle has also suffered diminution in value due to the Defect.

106. Plaintiff relied on FCA's misrepresentations and omissions about the Defect, which were material because had FCA disclosed its knowledge of the Defect before Plaintiff purchased the Class Vehicle, Plaintiff would not have purchased, or would have paid less for, the Class Vehicle.

107. As a result of the Defect, Plaintiff Baleanu has lost confidence in the ability of his Class Vehicle to provide safe and reliable transportation for ordinary

and advertised purposes. Until and unless FCA fully discloses the Defect and provides a permanent repair or modification, Plaintiff Baleanu will be unable to rely on future advertising or labeling of the Class Vehicles, and for this reason will not purchase another Class Vehicle, or any of FCA's other vehicles, although he would like to do so.

*New Jersey*

*Plaintiff Claudine Sheridan*

108. Plaintiff Claudine Sheridan is a citizen of the State of New Jersey.

109. On or about March 25, 2023, Plaintiff Sheridan leased a new 2023 Dodge Durango from Lester Glenn Auto Group, an authorized FCA dealership located in Toms River, New Jersey. At the time of her lease, the vehicle had approximately 13 miles on it.

110. At all times, Plaintiff Sheridan has used her Class Vehicle in the normal and expected manner in which it was intended to be used and has driven her Class Vehicle in a foreseeable manner.

111. Driver and passenger safety and reliability were important factors in Plaintiff Sheridan's decision to purchase her Vehicle. Before making her purchase, Plaintiff Sheridan reviewed the Vehicle's Monroney sticker and spoke with her dealer about the Vehicle. Plaintiff selected and ultimately leased her Class Vehicle because the Vehicle was represented to be, and marketed as, a high-quality vehicle capable of

providing safe, reliable transportation. The lease was based, in part, on the advertised safety, reliability, and quality of the vehicle and its components.

112. None of the information provided to Plaintiff Sheridan disclosed the Defect in the Uconnect system, which, as noted, affects certain of the Vehicle's advertised safety systems, such as the backup camera.

113. Plaintiff Sheridan began experiencing the Defect in her Vehicle in approximately June 2023, within a couple of months after purchasing the Vehicle. The Defect manifested when Plaintiff Sheridan first observed the Uconnect system intermittently and inexplicably freezing and rebooting. When this happens, the screen and safety features accessed through the screen are disabled.

114. As a result of the Defect in Plaintiff's Vehicle, she has also experienced the following issues: sporadic failure of navigation system, such as the GPS flashing or changing without reason or warning, and other GPS-related issues; failures associated with the sensor cameras and safety system; and issues with the display screen going blank and non-responsive touchscreen buttons.

115. As a result of these issues, Plaintiff is forced to take her eyes off the road to address the malfunctions.

116. Plaintiff brought these issues up with the dealership on or about March 15, 2024, however, the dealership indicated that it could not provide a repair or remedy for these issues because they could not replicate the problems at the time of

her appointment. At the time she brought the it in for service, Plaintiff Sheridan's Vehicle had approximately 9,678 miles on it. Plaintiff Sheridan brought her Vehicle to an FCA authorized dealership again on September 19, 2024. At that time, the dealership reset her radio, however, the reset did not resolve the issues she experiences. On September 28, 2024, FCA pushed an over-the-air software update to her Vehicle. However, even following the update, Plaintiff Sheridan still experiences issues with the Uconnect system.

117. To date, Plaintiff have received no notification from FCA about any potential permanent repair or modification that would eliminate the Defect in hhis Vehicle.

118. Plaintiff overpaid for the Class Vehicle because Plaintiff was unaware of the Defect at the time of sale. Additionally, as result of the Defect, Plaintiff has incurred loss of personal time spent dealing with, and trying to resolve, it and loss of use of the Vehicle. The Vehicle has also suffered diminution in value due to the Defect.

119. Plaintiff relied on FCA's misrepresentations and omissions about the Defect, which were material because had FCA disclosed its knowledge of the Defect before Plaintiff purchased the Class Vehicle, Plaintiff would not have purchased, or would have paid less for, the Class Vehicle.

120. As a result of the Defect, Plaintiff Sheridan has lost confidence in the



ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless FCA fully discloses the Defect and provides a permanent repair or modification, Plaintiff Sheridan will be unable to rely on future advertising or labeling of the Class Vehicles, and for this reason will not purchase another Class Vehicle, or any of FCA's other vehicles, although she would like to do so.

***Oregon***

***Plaintiff Travis Silver***

121. Plaintiff Travis Silver is a citizen of the State of Oregon.

122. On September 16, 2022, Mr. Silver purchased a new 2022 Jeep Compass, equipped with Uconnect 5, from Newberg Dodge Chrysler Jeep, an authorized FCA dealership, in Newberg, Oregon.

123. Since purchase, the Defect has caused significant issues in his Jeep Compass, including constant "glitching" and the Uconnect 5 system sending false error codes.

124. The Uconnect 5 screen in Plaintiff Silver's vehicle will often not work, which causes him extreme frustration.

125. As a result of these issues, Plaintiff Silver is forced to take his eyes off the road to address the problems.

126. Plaintiff Silver went to Newberg Dodge multiple times because of the Defect. The technician at the dealership claimed to fix the Defect with a software update, but it remained.

127. After another visit, a technician at the dealership said that he could not find any issues associated with the Defect and returned the vehicle to Plaintiff Silver.

128. The technician informed Plaintiff Silver that he would have to take videos of the problem happening in real time or the dealership would not replace the radio.

129. As soon as Plaintiff Silver left the dealership, the whole Uconnect 5 screen went black. Plaintiff Silver took videos and sent them to the dealership.

130. A technician performed a part replacement, which he advised would fix the problem. That turned out to be untrue.

131. In February of 2023, Plaintiff Silver needed to reach out to the corporate department at Jeep in order for the dealership to order a new radio to install in his Vehicle.

132. The representative was looking into ordering a new radio for his Class Vehicle and noted a lot of customer concerns about glitching radios across models, and the extensive software updates involved.

133. Ultimately, Plaintiff Silver was able to get a new radio through the Consumer Affairs Department at Newberg Dodge, but the new radio continued to

malfunction in the same manner as the original radio. Thus, replacing the radio did not fix the Defect.

134. This is one of many visits and interactions that Plaintiff Silver has experienced with Newberg Dodge. Plaintiff Silver has brought his vehicle to Newberg Dodge at least four times to resolve the Defect, but it still remains unrepaired.

135. To date, Plaintiff Silver has received no notification from FCA about any potential permanent repair or modification that would eliminate the Defect.

136. Plaintiff overpaid for the Class Vehicle because Plaintiff was unaware of the Defect at the time of sale. Additionally, as result of the Defect, Plaintiff has incurred loss of personal time spent dealing with, and trying to resolve, it and loss of use of the Vehicle. The Vehicle has also suffered diminution in value due to the Defect.

137. Plaintiff relied on FCA's misrepresentations and omissions about the Defect, which were material because had FCA disclosed its knowledge of the Defect before Plaintiff purchased the Class Vehicle, Plaintiff would not have purchased, or would have paid less for, the Class Vehicle.

138. As a result of the Defect, Plaintiff Silver has lost confidence in the ability of his Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless FCA fully discloses the Defect and provides a

permanent repair or modification, Plaintiff Silver will be unable to rely on future advertising or labeling of the Class Vehicles, and for this reason will not purchase another Class Vehicle, or any of FCA's other vehicles, although he would like to do so.

139. Silver provided pre-suit notice to FCA of his claims in May 2024.

***Pennsylvania***

***Plaintiff Angela Boonie***

140. Plaintiff Angela Boonie is a citizen of the Commonwealth of Pennsylvania.

141. In or about January of 2022, Plaintiff Boonie began leasing a 2022 Jeep Compass from Price Motor Sales, an authorized FCA dealership located in Cassville, Pennsylvania (the dealership was subsequently purchased by Stuckey Chrysler Dodge Jeep Ram, and moved to Huntingdon, Pennsylvania). At the time of her lease, the mileage on the Vehicle's odometer was approximately 1 mile.

142. At all times, Plaintiff Boonie has used her Class Vehicle in the normal and expected manner in which it was intended to be used and has driven her Class Vehicle in a foreseeable manner.

143. Driver and passenger safety and reliability were important factors in Plaintiff Boonie's decision to lease her Vehicle. Before entering into her lease, Plaintiff Boonie spoke with her dealer about the Vehicle. Plaintiff selected and

ultimately leased her Class Vehicle because the Vehicle was represented to be, and marketed as, a high-quality vehicle capable of providing safe and reliable transportation. The lease was based, in part, on the advertised safety, reliability, and quality of the Vehicle and its components.

144. None of the information provided to Plaintiff Boonie disclosed the Defect in the Uconnect system, which, as noted, affects certain of the Vehicle's advertised safety systems.

145. Plaintiff Boonie began experiencing the Defect in her Vehicle approximately one month after leasing it. The Defect manifested when Plaintiff Boonie first observed the Uconnect system freeze at the start up of the vehicle, while the Jeep logo was still on display, resulting in the Uconnect system remaining stuck on this screen. This has caused the screen, and all vehicle features accessible through the infotainment system screen, to become inoperable and inaccessible.

146. As a result of the Defect in Plaintiff Boonie's Vehicle, she has experienced the following issues: inability to use the GPS navigation system; inability to use Bluetooth connectivity features; inability to use the radio, for which Plaintiff has paid a premium service; inability to use or rely on safety features, such as hands-free features and the backup camera; and inability to use vehicle cabin features, such as temperature control.

147. As a result of the Defect, Plaintiff Boonie's use of safety, entertainment,

or even the hands-free vehicle features that she paid for, have been restricted.

148. Plaintiff Boonie brought these issues up with the dealership on March 1, 2024. At that time, her Vehicle had approximately 11,155 miles on it. The dealership initially indicated that upon examination of the Vehicle's defect, it ordered a replacement for the Uconnect infotainment system that would alleviate Plaintiff Boonie's issues. Plaintiff Boonie contacted the dealership again on April 9, 2024, but the dealership reported that the replacement part it previously indicated it had ordered was now on backorder indefinitely, without a time frame for when the replacement part would become available, leaving Plaintiff Boonie without a remedy.

149. On April 26, 2024, the dealer replaced the infotainment system in Plaintiff Boonie's Vehicle. Even with the replacement Uconnect system, Plaintiff Boonie's system still experiences freezing of the screen, requiring her to restart the system.

150. To date, Plaintiff has received no notification from FCA about any potential permanent repair or modification that would eliminate the Defect in his Vehicle.

151. Plaintiff overpaid for the Class Vehicle because Plaintiff was unaware of the Defect at the time of lease. Additionally, as result of the Defect, Plaintiff has incurred loss of personal time spent dealing with, and trying to resolve, it and loss of

use of the Vehicle. The Vehicle has also suffered diminution in value due to the Defect.

152. Plaintiff relied on FCA's misrepresentations and omissions about the Defect, which were material because had FCA disclosed its knowledge of the Defect before Plaintiff leased the Class Vehicle, Plaintiff would not have leased, or would have paid less for, the Class Vehicle.

153. As a result of the Defect, Plaintiff Boonie has lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless FCA fully discloses the Defect and provides a permanent repair or modification, Plaintiff Boonie will be unable to rely on future advertising or labeling of the Class Vehicles, and for this reason will not purchase another Class Vehicle, or any of FCA's other vehicles.

***Plaintiff Lisa Bostelman***

154. Lisa Bostelman is a citizen of the Commonwealth of Pennsylvania.

155. Plaintiff Bostelman purchased a new 2022 Chrysler Pacifica on February 8, 2022 from Brown-Daub Chrysler Jeep Dodge RAM, an authorized FCA dealership in Easton, Pennsylvania. At the time of purchase, her vehicle had approximately 15 miles on it.

156. At all times, Plaintiff Bostelman has used her Class Vehicle in the normal and expected manner in which it was intended to be used.

157. Driver and passenger safety and reliability were important factors in Plaintiff Bostelman's decision to purchase her Vehicle. Before making her purchase, Plaintiff Bostelman reviewed the Vehicle's Monroney Sticker and spoke with her dealer about the Vehicle. Plaintiff selected and ultimately purchased her Class Vehicle because the Vehicle was represented to be a high-quality vehicle capable of providing safe and reliable transportation. The purchase was based, in part, on the advertised safety, reliability, and quality of the vehicle and its components.

158. None of the information provided to Plaintiff Bostelman disclosed the Defect in the Uconnect system, which, as noted, affects certain of the Vehicle's advertised safety systems, such as the backup camera.

159. About a month after purchasing the Vehicle, Plaintiff Bostelman's Uconnect 5 system began to exhibit recurrent black and freezing dashboard screens, as well as the Bluetooth disconnecting.

160. As a result of these issues, Plaintiff Bostelman is forced to take her eyes off of the road to address the problems. Specifically, she has needed to reset the Uconnect while driving, which she reports is very distracting.

161. As early as April of 2022, with under 5,000 miles on her vehicle, Plaintiff Bostelman informed her dealer that the Uconnect in her Vehicle was malfunctioning. The dealer verified her concern but offered no repairs.



162. Thereafter, Plaintiff Bostelman repeatedly complained to her dealer about her malfunctioning Uconnect system. The dealer eventually performed an ineffective software update in August of 2022.

163. Because the Defect in her Vehicle remained, the dealer attempted to correct to the defect by replacing the radio in her Vehicle in February of 2023. However, Plaintiff Bostelman has continued to observe the same issues with her Uconnect system that plagued the Vehicle's original radio. In February of 2024, Plaintiff Bostelman again asked for repair of her Uconnect system.

164. To date, Plaintiff Bostelman has received no notification from FCA about any potential permanent repair or modification that would eliminate the Defect.

165. Plaintiff overpaid for the Class Vehicle because Plaintiff was unaware of the Defect at the time of sale. Additionally, as result of the Defect, Plaintiff has incurred loss of personal time spent dealing with, and trying to resolve, it and loss of use of the Vehicle. The Vehicle has also suffered diminution in value due to the Defect.

166. Plaintiff relied on FCA's misrepresentations and omissions about the Defect, which were material because had FCA disclosed its knowledge of the Defect before Plaintiff purchased the Class Vehicle, Plaintiff would not have leased, or would have paid less for, the Class Vehicle.

167. As a result of the Defect, Plaintiff Bostelman has lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless FCA fully discloses the Defect and provides a permanent repair or modification, Plaintiff Bostelman will be unable to rely on future advertising or labeling of the Class Vehicles, and for this reason will not purchase another Class Vehicle, or any of FCA's other vehicles, although she would like to do so.

***Plaintiff Scott Reid***

168. Plaintiff Scott Reid is a citizen of the State of Pennsylvania.

169. Plaintiff Reid is the owner of a new 2024 Chrysler Pacifica and a new 2024 Dodge Hornet. He purchased the Pacifica on or about June 24, 2024 and he purchased the Hornet on or about July 13, 2024. Both Vehicles were purchased at Diehl Automotive of Grove City, an authorized FCA dealership located in Grove City, PA.

170. At all times, Plaintiff Reid has used his Class Vehicles in the normal and expected manner in which they were intended to be used and has driven his Class Vehicles in a foreseeable manner.

171. Driver and passenger safety and reliability were important factors in Plaintiff Reid's decision to purchase his Class Vehicles. Before making his purchase, Plaintiff Reid reviewed the Vehicles' Monroney stickers and spoke with his dealer

about the Vehicles. Before his purchase, Plaintiff Reid expressed concern about the Uconnect system, because he was previously an owner of a Uconnect 4-equipped vehicle. The dealer assured him that the infotainment systems in the 2024 models had been fixed and that the Uconnect 5 was a materially improved system with a five star rating.

172. Plaintiff selected and ultimately purchased the Pacifica and Hornet, which are not bargain-price vehicles, because these Vehicles were represented to be, and marketed as, high-quality vehicles capable of providing reliable transportation with workable and functioning dashboard features and settings. The purchases were based, in part, on the advertised safety, reliability, and quality of the vehicles and their components.

173. None of the information provided to Plaintiff Reid disclosed the Defect in the Uconnect system, which, as noted, affects advertised safety systems.

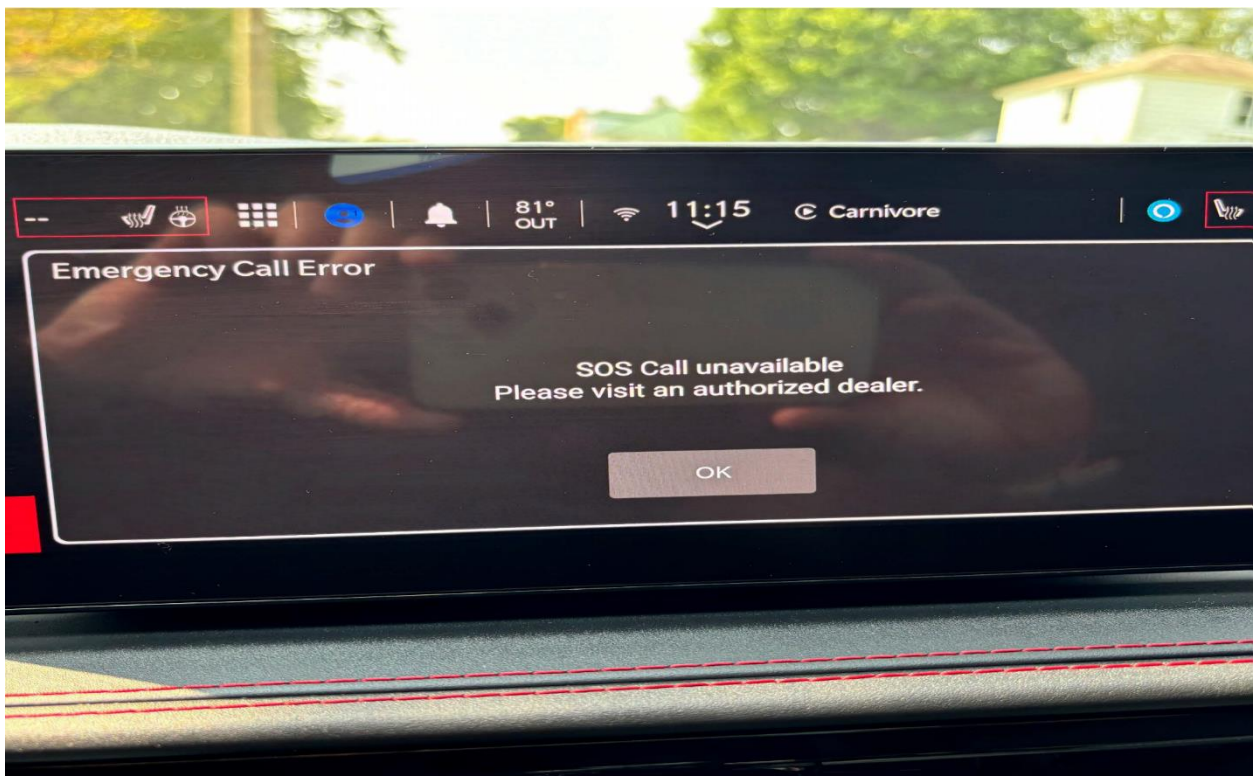
174. Within the first week of purchasing his Vehicles, Plaintiff Reid began experiencing the Defect.

175. The Defect manifested in the Pacifica when Plaintiff Reid noticed the rear entertainment screen would randomly go black. He, and his spouse, who also drives the Pacifica, are unable to control the rear entertainment screens, which are primarily for their two young children. The screens will not connect properly, and he needs to reboot the system in order for the screens to work again, which sometimes

works, albeit temporarily. In order to resolve the issue on a less temporary basis, Plaintiff Reid would have to manually reboot the system by pulling its fuse. A week or two later, the rear entertainment screens would display a black screen again.

176. The Pacifica's rear view camera has also lagged before, which temporarily prevented Reid from backing up safely.

177. Within the first two weeks of purchase, an “SOS dealer service message” started popping up on the Uconnect 5 screen of his Hornet which states “SOS call unavailable... Please visit an authorized dealer.” Upon bringing the issue to the FCA dealership’s attention, Reid was advised that it was because of a problem with the service on his cellphone. He found the explanation unpersuasive and odd, because, among other things, his phone was not paired with the vehicle at the time.

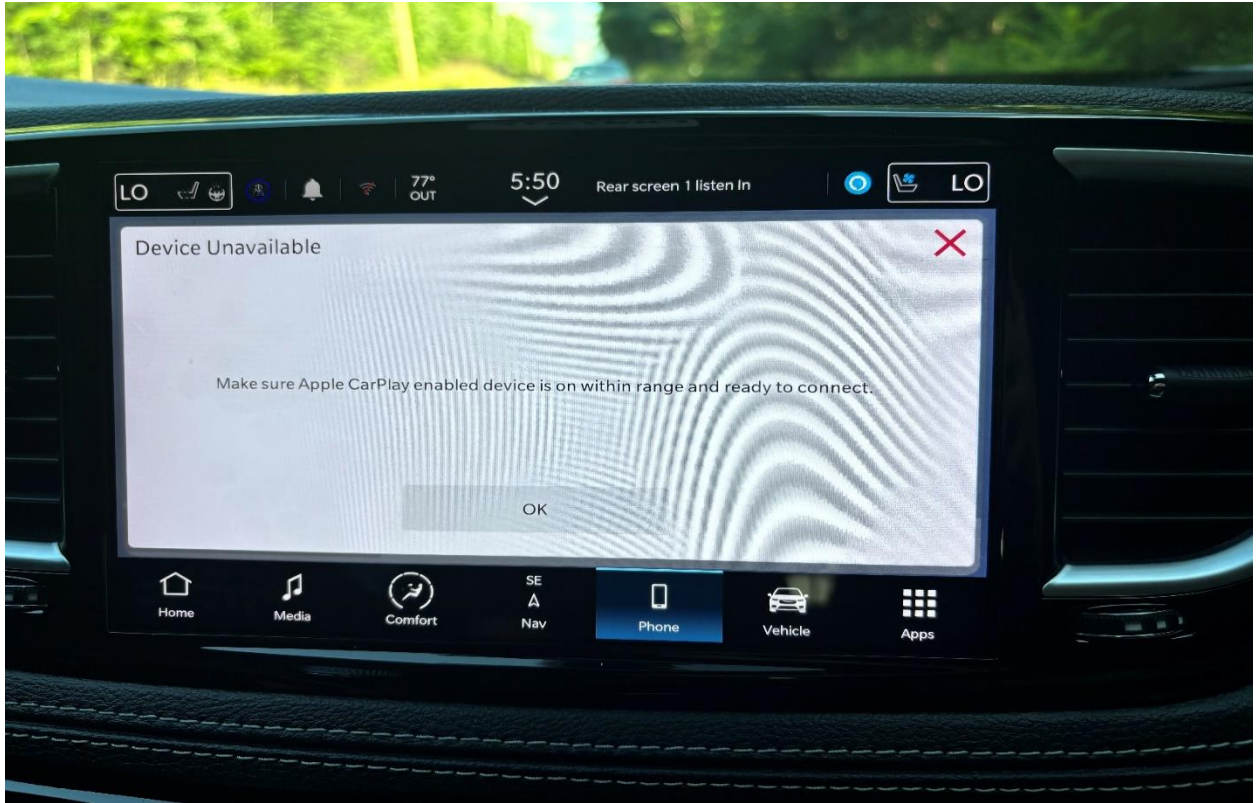


178. The Defect manifested in the Hornet when Plaintiff Reid noticed the Uconnect 5 screen would randomly go black. The first time this happened was the day after purchase. In order to fix this issue he would have to do a hard reset by holding on the start button until the screen shuts off. A week or two later the Defect would invariably resume.

179. The wifi does not work reliably in the Uconnect 5 screens in either of Reid's Vehicles. The system has to be entirely rebooted for the wifi to start working again.

180. Plaintiff Reid has also experience issues with his ventilated seats in both vehicles. Plaintiff Reid would have to reboot the Uconnect 5 to try to reset the system. This would resolve the issue for a short while.

181. Plaintiff Reid also experienced problems related to his Bluetooth connectivity in both Vehicles. His phone does not stay connected to the Uconnect 5. He would attempt to resolve the issue by resetting both his phone and the Uconnect 5. At times, this would remedy the problem temporarily. Other times, resetting both devices would not fix the problem at all.



182. A recent update to the system on both Vehicles in August 2024, has made his Uconnect 5 problems even worse. The system lags more and is unresponsive at times.

183. These problems create distractions and safety issues while driving. Plaintiff has to immediately pull over to address the malfunctions.

184. To date, Plaintiff Reid has received no notification from FCA about any potential permanent repair or modification that would eliminate the Defect in either Vehicle.

185. Plaintiff overpaid for the Class Vehicle because Plaintiff was unaware of the Defect at the time of sale. Additionally, as result of the Defect, Plaintiff has incurred loss of personal time spent dealing with, and trying to resolve, it and loss of use of the Vehicle. The Vehicle has also suffered diminution in value due to the Defect.

186. Plaintiff relied on FCA's misrepresentations and omissions about the Defect, which were material because had FCA disclosed its knowledge of the Defect before Plaintiff purchased the Class Vehicle, Plaintiff would not have leased, or would have paid less for, the Class Vehicle.

187. As a result of the Defect, Plaintiff Reid has lost confidence in the ability of his Class Vehicles to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless FCA fully discloses the Defect and provides a permanent repair or modification, Plaintiff Reid will be unable to rely on future advertising or labeling of the Class Vehicles, and for this reason will not purchase another Class Vehicle, or any of FCA's other vehicles, although he would like to do so.

### *Tennessee*

#### *Plaintiff Douglas Bauman*

188. Douglas Bauman is a citizen of the State of Tennessee. Plaintiff Bauman bought his 2022 Jeep Grand Cherokee new on September 30, 2022, from Lenoir City



Chrysler Dodge Jeep Ram, an authorized FCA dealership in Lenoir City, Tennessee. At the time of purchase, his vehicle had approximately 1,105 miles on it.

189. At all times, Plaintiff Bauman has used his Class Vehicle in the normal and expected manner in which it was intended to be used and has driven his Class Vehicle in a foreseeable manner.

190. Driver and passenger safety and reliability were important factors in Plaintiff Bauman's decision to purchase his Vehicle. Before making his purchase, Plaintiff Bauman reviewed the Vehicle's Monroney Sticker and spoke with his dealer about the Vehicle. Plaintiff selected and ultimately purchased his Class Vehicle because the Vehicle was represented to be, and marketed as, a high-quality vehicle capable of providing safe and reliable transportation. The purchase was based, in part, on the advertised safety, reliability, and quality of the Vehicle and its components.

191. None of the information provided to Plaintiff Bauman disclosed the Defect in the Uconnect system, which, as noted, affects certain of the Vehicle's advertised safety systems, such as the backup camera.

192. Shortly after purchasing his vehicle, Plaintiff Bauman began experiencing problems with the Vehicle's Uconnect 5 system, including: connectivity issues related to paired devices; the dashboard screen freezing and blacking out; compass failures; and the touchscreen not recognizing Waze or Pandora.



193. Plaintiff Bauman has repeatedly complained about these problems to his FCA dealership, including on January 2, 2023, when his vehicle had only been driven 6,396 miles. The dealer has, at times, confirmed Plaintiff Bauman's complaints. However, in response, the dealer informed him that a software upgrade would be available in the future, performed software upgrades that did not correct the Defect or informed Plaintiff Bauman that there is nothing they can do to fix his Uconnect system.

194. In addition, representatives of the dealer have told Plaintiff Bauman that they are aware of the problems with the Uconnect system and hear about them from customers every day.

195. Mr. Bauman has also contacted FCA's customer service center directly in an effort to have his Uconnect system repaired. He has been told, on more than one occasion, to wait for a software update that will fix the problems. Still, no update has eliminated the Defect.

196. To date, Plaintiff Bauman has received no notification from FCA about any potential permanent repair or modification that would eliminate the Defect.

197. Plaintiff overpaid for the Class Vehicle because Plaintiff was unaware of the Defect at the time of sale. Additionally, as result of the Defect, Plaintiff has incurred loss of personal time spent dealing with, and trying to resolve, it and loss of

use of the Vehicle. The Vehicle has also suffered diminution in value due to the Defect.

198. Plaintiff relied on FCA's misrepresentations and omissions about the Defect, which were material because had FCA disclosed its knowledge of the Defect before Plaintiff purchased the Class Vehicle, Plaintiff would not have leased, or would have paid less for, the Class Vehicle.

199. As a result of the Defect, Plaintiff Bauman has lost confidence in the ability of his Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless FCA fully discloses the Defect and provides a permanent repair or modification, Plaintiff Bauman will be unable to rely on future advertising or labeling of the Class Vehicles, and for this reason will not purchase another Class Vehicle, or any of FCA's other vehicles, although he would like to do so.

### ***Texas***

#### ***Plaintiff Jason Short***

200. Plaintiff Jason Short is a citizen of the State of Texas. On March 19, 2022, Mr. Short purchased a new 2022 Ram 3500, equipped with Uconnect 5, from Freedom Chrysler, an authorized FCA dealership in Sherman, Texas. At the time of purchase, his vehicle had approximately 10 miles on it.

201. At all times, Plaintiff Short has used his Class Vehicle in the normal and expected manner in which it was intended to be used and has driven his Class Vehicle in a foreseeable manner.

202. Driver and passenger safety and reliability were important factors in Plaintiff Short's decision to purchase his Vehicle. Before making his purchase, Plaintiff Short reviewed the Vehicle's Monroney sticker, spoke with his dealer about the Vehicle, and test drove the Vehicle. Plaintiff selected and ultimately purchased his Class Vehicle because the Vehicle was represented to be, and marketed as, a high-quality vehicle capable of providing safe and reliable transportation. The purchase was based, in part, on the advertised safety, reliability, and quality of the Vehicle and its components.

203. None of the information provided to Plaintiff Short disclosed the Defect in the Uconnect system, which, as noted, affects certain of the Vehicle's advertised safety systems.

204. Plaintiff Short's Uconnect 5 system will often display error messages indicating that the Uconnect requires servicing and to "visit an authorized dealer."

205. The GPS feature in the Uconnect 5 will also malfunction, causing distracted driving.

206. At times, the Uconnect 5 screen will shut off and go black. Plaintiff Short is unable to turn the screen back on, and at times must perform a hard reset while

driving to get the Uconnect 5 to operate, which is a safety concern. As a result of these issues, Plaintiff is forced to take his eyes off of the road to address the problems.

207. On May 31, 2023, Plaintiff Short had the radio replaced in his Class Vehicle. Although the radio has been replaced, the Defect still remains. At the time the radio was replaced, the Vehicle had 25,830 miles on it.

208. Since the radio has been replaced, Plaintiff Short has needed to hard reset his Uconnect 5 numerous times because his Apple Car Play would either not connect, display a black screen, or disconnect while he is driving. Also, the Uconnect will often display an error or service message.

209. To date, Plaintiff Short has received no notification from FCA about any potential permanent repair or modification that would eliminate the Defect.

210. Plaintiff overpaid for the Class Vehicle because Plaintiff was unaware of the Defect at the time of sale. Additionally, as result of the Defect, Plaintiff has incurred loss of personal time spent dealing with, and trying to resolve, it and loss of use of the Vehicle. The Vehicle has also suffered diminution in value due to the Defect.

211. Plaintiff relied on FCA's misrepresentations and omissions about the Defect, which were material because had FCA disclosed its knowledge of the Defect before Plaintiff purchased the Class Vehicle, Plaintiff would not have leased, or would have paid less for, the Class Vehicle.

212. As a result of the Defect, Plaintiff Short has lost confidence in the ability of his Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless FCA fully discloses the Defect and provides a permanent repair or modification, Plaintiff Short will be unable to rely on future advertising or labeling of the Class Vehicles, and for this reason will not purchase another Class Vehicle, or any of FCA's other vehicles, although he would like to do so.

213. Plaintiff Short provided pre-suit notice to FCA of his claims in May 2024.

*New York*

*Plaintiff Krista Marcello*

214. Krista Marcello is a citizen of the State of New York.

215. Plaintiff Marcello leased a new 2023 Jeep Grand Cherokee in March of 2023, from Blevins Seaway Motors, an authorized FCA dealership in Massena, NY.

216. At all times, Plaintiff Marcello has used her Class Vehicle in the normal and expected manner in which it was intended to be used.

217. Driver and passenger safety and reliability were important factors in Plaintiff Marcello's decision to lease her Vehicle. Before leasing the Vehicle, Plaintiff Marcello reviewed the Vehicle's Monroney Sticker, spoke with her dealer about the Vehicle, test drove the Vehicle, and reviewed information about the Vehicle

on FCA's website. Plaintiff Marcello selected and ultimately leased her Class Vehicle because the Vehicle was represented to be a high-quality vehicle capable of providing safe and reliable transportation. The lease was based, in part, on the advertised safety, reliability, and quality of the vehicle and its components.

218. None of the information provided to Plaintiff Marcello disclosed the Defect in the Uconnect system, which, as noted, affects certain of the Vehicle's advertised safety systems.

219. Within a couple months after purchasing the Vehicle, Plaintiff Marcello's Uconnect 5 system began to malfunction, including the screen going blank or black while using Apple Car Play or the backup camera, the system spontaneously resetting, the system freezing and not resetting until the vehicle is restarted, and the system muting phone calls without human input.

220. As a result of these issues, Plaintiff Marcello is forced to take her eyes off of the road to address the problems and often has to pull over to restart the vehicle, which often fails to resolve the issue.

221. Plaintiff Marcello has complained to her FCA dealer on numerous occasions, including as early as September 2023, with approximately 6,000 miles on her vehicle, Plaintiff Marcello informed her dealer that the Uconnect in her Vehicle was malfunctioning. The dealer offered no repairs.

222. Thereafter, Plaintiff Marcello again complained to her dealer in October 2023 about her malfunctioning Uconnect system. The dealer verified her concern, but was not able to offer any repairs, instead telling Plaintiff Marcello to wait for the next software update from FCA.

223. Plaintiff Marcello eventually received a software update for her Uconnect system, but it did not stop Plaintiff Marcello's Uconnect system from malfunctioning. Despite several communications with her dealer via phone and text message, Plaintiff Marcello's Uconnect system continues to malfunction.

224. To date, Plaintiff Marcello has received no notification from FCA about any potential permanent repair or modification that would eliminate the Defect.

225. Plaintiff overpaid for the Class Vehicle because Plaintiff was unaware of the Defect at the time of sale. Additionally, as result of the Defect, Plaintiff has incurred loss of personal time spent dealing with, and trying to resolve, it and loss of use of the Vehicle. The Vehicle has also suffered diminution in value due to the Defect.

226. Plaintiff relied on FCA's misrepresentations and omissions about the Defect, which were material because had FCA disclosed its knowledge of the Defect before Plaintiff purchased the Class Vehicle, Plaintiff would not have leased, or would have paid less for, the Class Vehicle.

227. As a result of the Defect, Plaintiff Marcello has lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless FCA fully discloses the Defect and provides a permanent repair or modification, Plaintiff Marcello will be unable to rely on future advertising or labeling of the Class Vehicles, and for this reason will not acquire another Class Vehicle, or any of FCA's other vehicles, although she would like to do so.

***California***

***Plaintiff Edgar Ortega***

228. Plaintiff Edgar Ortega is a citizen of the State of California.

229. He purchased a new 2023 Jeep Grand Cherokee in December 2023, from Jeep Only, an authorized FCA dealership located in Las Vegas, Nevada. At the time it was delivered to him in California, his vehicle had been driven approximately 43 miles.

230. At all times, Plaintiff Ortega has used his Class Vehicle in the normal and expected manner in which it was intended to be used and has driven his Class Vehicle in a foreseeable manner.

231. Driver and passenger safety and reliability were important factors in Plaintiff Ortega's decision to purchase his Vehicle. Before making his purchase, Plaintiff Ortega reviewed the Vehicle's Monroney sticker, spoke with his dealer



about the Vehicle, and test drove the Vehicle. Plaintiff Ortega selected and ultimately purchased his Class Vehicle because the Vehicle was represented to be, and marketed as, a high-quality vehicle capable of providing safe, reliable transportation. The purchase was based, in part, on the advertised safety, reliability, and quality of the Vehicle and its components.

232. None of the information provided to Plaintiff Ortega disclosed the Defect in the Uconnect system, which, as noted, affects certain of the Vehicle's advertised safety systems, such as the backup camera.

233. Plaintiff Ortega began experiencing the Defect in his Vehicle almost immediately after it was delivered. Specifically, while he is driving, the Uconnect system will switch back and forth between tabs on its own, approximately 10-20 times per hour. The system additionally momentarily freezes when the back-up camera is engaged.

234. As a result of these issues, Plaintiff is forced to take his eyes off the road to address the problems.

235. On or about February 21, 2024 Plaintiff Ortega brought his Vehicle to an authorized FCA dealer and requested repair for the malfunctioning Uconnect system. The dealership indicated that it provided a software update to fix the issue. However, Plaintiff Ortega still experiences the issues with the Uconnect system following the software update.

236. To date, Plaintiff Ortega has received no notification from FCA about any potential permanent repair or modification that would eliminate the Defect.

237. Plaintiff overpaid for the Class Vehicle because Plaintiff was unaware of the Defect at the time of sale. Additionally, as result of the Defect, Plaintiff has incurred loss of personal time spent dealing with, and trying to resolve, it and loss of use of the Vehicle. The Vehicle has also suffered diminution in value due to the Defect.

238. Plaintiff relied on FCA's misrepresentations and omissions about the Defect, which were material because had FCA disclosed its knowledge of the Defect before Plaintiff purchased the Class Vehicle, Plaintiff would not have leased, or would have paid less for, the Class Vehicle.

239. As a result of the Defect, Plaintiff Ortega has lost confidence in the ability of his Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless FCA fully discloses the Defect and provides a permanent repair or modification, Plaintiff Ortega will be unable to rely on future advertising or labeling of the Class Vehicles, and for this reason will not purchase another Class Vehicle, or any of FCA's other vehicles, although he would like to do so.

240. Pursuant to § 1782 of the CLRA, on October 3, 2024, Plaintiff notified Defendant in writing by certified mail of the particular violations of § 1770 of the

CLRA and demanded that Defendant rectify the problems associated with the actions detailed above and give notice to all affected consumers of Defendant's intent to so act.

*Illinois*

*Plaintiff Kenneth Wagner*

241. Plaintiff Kenneth Wagner is a citizen of the State of Illinois.

242. He purchased a new 2022 Jeep Grand Cherokee in April, 2022, from Elgin Chrysler Dodge Jeep Ram, an authorized FCA dealership located in Streamwood, Illinois. At the time of purchase, his vehicle had been driven approximately 5 miles.

243. At all times, Plaintiff Wagner has used his Class Vehicle in the normal and expected manner in which it was intended to be used and has driven his Class Vehicle in a foreseeable manner.

244. Driver and passenger safety and reliability were important factors in Plaintiff Wagner's decision to purchase his Vehicle. Before making his purchase, Plaintiff Wagner reviewed the Vehicle's Monroney sticker, spoke with his dealer about the Vehicle, and test drove the Vehicle. Plaintiff Wagner selected and ultimately purchased his Class Vehicle because the Vehicle was represented to be, and marketed as, a high-quality vehicle capable of providing safe, reliable

transportation. The purchase was based, in part, on the advertised safety, reliability, and quality of the Vehicle and its components.

245. None of the information provided to Plaintiff Wagner disclosed the Defect in the Uconnect system, which, as noted, affects certain of the Vehicle's advertised safety systems, such as the backup camera.

246. Plaintiff Wagner began experiencing the Defect in his Vehicle within a few weeks of his purchase, after having driven the vehicle for fewer than 100 miles. Specifically, the Defect first manifested with the screen then going black.

247. As a result of the Defect in Plaintiff Wagner's Vehicle, the screen of the Uconnect system goes black approximately every 30 minutes of driving time.

248. As a result of these issues, Plaintiff is forced to take his eyes off the road to address the problems, and loses out on important navigational and safety information while the screen is non-operational.

249. On more than one occasion, Plaintiff Wagner brought his Vehicle to an authorized FCA dealer and requested repair for the malfunctioning Uconnect system. The dealership indicated that there was nothing they could do to fix the problem, and that he should not attempt to change out the system.

250. Plaintiff Wagner continues to experience the Defect.

251. To date, Plaintiff Wagner has received no notification from FCA about any potential permanent repair or modification that would eliminate the Defect.

252. Plaintiff overpaid for the Class Vehicle because Plaintiff was unaware of the Defect at the time of sale. Additionally, as result of the Defect, Plaintiff has incurred loss of personal time spent dealing with, and trying to resolve, it and loss of use of the Vehicle. The Vehicle has also suffered diminution in value due to the Defect.

253. Plaintiff relied on FCA's misrepresentations and omissions about the Defect, which were material because had FCA disclosed its knowledge of the Defect before Plaintiff purchased the Class Vehicle, Plaintiff would not have leased, or would have paid less for, the Class Vehicle.

254. As a result of the Defect, Plaintiff Wagner has lost confidence in the ability of his Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless FCA fully discloses the Defect and provides a permanent repair or modification, Plaintiff Wagner will be unable to rely on future advertising or labeling of the Class Vehicles, and for this reason will not purchase another Class Vehicle, or any of FCA's other vehicles, although he would like to do so.

***Plaintiff Scott Sears***

255. Scott Sears is a citizen of the State of Illinois.

256. Plaintiff Scott Sears leased a new 2022 RAM 1500 in April of 2022, from Liberty Chrysler Dodge Jeep Ram, an authorized FCA dealership in Libertyville, IL.

257. At all times, Plaintiff Sears has used his Class Vehicle in the normal and expected manner in which it was intended to be used.

258. Driver and passenger safety and reliability were important factors in Plaintiff Sears' decision to lease his Vehicle. Before acquiring the Vehicle, Plaintiff Sears reviewed the Vehicle's Monroney Sticker, spoke with his dealer about the Vehicle, test drove the Vehicle, and reviewed information about the Vehicle on FCA's website. Plaintiff selected and ultimately purchased her Class Vehicle because the Vehicle was represented to be a high-quality vehicle capable of providing safe and reliable transportation. The purchase was based, in part, on the advertised safety, reliability, and quality of the vehicle and its components.

259. None of the information provided to Plaintiff Sears disclosed the Defect in the Uconnect system, which, as noted, affects certain of the Vehicle's advertised safety systems.

260. Shortly after leasing the Vehicle, Plaintiff Sears' Uconnect 5 system began to malfunction, including the screen freezing, the system failing to respond to inputs, and the Bluetooth randomly disconnecting. Plaintiff Sears has been forced to reset the Uconnect system to get it working again.

261. As a result of these issues, Plaintiff Sears is distracted when driving.

262. Plaintiff Sears has twice complained to his FCA dealer, while his Vehicle was within the duration of FCA's limited warranty, about his Uconnect system

malfunctioning. The dealer offered no repairs, and Plaintiff Sears' Uconnect system continues to malfunction.

263. To date, Plaintiff Sears has received no notification from FCA about any potential permanent repair or modification that would eliminate the Defect.

264. Plaintiff overpaid for the Class Vehicle because Plaintiff was unaware of the Defect at the time of sale. Additionally, as result of the Defect, Plaintiff has incurred loss of personal time spent dealing with, and trying to resolve, it and loss of use of the Vehicle. The Vehicle has also suffered diminution in value due to the Defect.

265. Plaintiff relied on FCA's misrepresentations and omissions about the Defect, which were material because had FCA disclosed its knowledge of the Defect before Plaintiff purchased the Class Vehicle, Plaintiff would not have leased, or would have paid less for, the Class Vehicle.

266. As a result of the Defect, Plaintiff Sears has lost confidence in the ability of his Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless FCA fully discloses the Defect and provides a permanent repair or modification, Plaintiff Sears will be unable to rely on future advertising or labeling of the Class Vehicles, and for this reason will not purchase another Class Vehicle, or any of FCA's other vehicles, although he would like to do so.

***Washington***

***Plaintiff Connie Starr***

267. Connie Starr is a citizen of the State of Washington.

268. Plaintiff Starr purchased a new 2023 Chrysler Pacifica in November of 2023, from Seattle Jeep, an authorized FCA dealership in Seattle, WA.

269. At all times, Plaintiff Starr has used her Class Vehicle in the normal and expected manner in which it was intended to be used.

270. Driver and passenger safety and reliability were important factors in Plaintiff Starr's decision to purchase her Vehicle. Before making her purchase, Plaintiff Starr reviewed the Vehicle's Monroney Sticker, spoke with her dealer about the Vehicle, test drove the Vehicle, and reviewed information about the Vehicle on FCA's and the dealers websites. Plaintiff Starr selected and ultimately purchased her Class Vehicle because the Vehicle was represented to be a high-quality vehicle capable of providing safe and reliable transportation. The purchase was based, in part, on the advertised safety, reliability, and quality of the vehicle and its components.

271. None of the information provided to Plaintiff Starr disclosed the Defect in the Uconnect system, which, as noted, affects certain of the Vehicle's advertised safety systems.

272. Immediately after purchasing the Vehicle, Plaintiff Starr's Uconnect 5 system began to malfunction, including the screen going blank or black while using



the navigation feature, the rear screens failing to turn on, the front screen being unable to control the back screens, issues with controlling the speaker volume, Bluetooth failures, and DVDs not playing properly.

273. As a result of these issues, Plaintiff Starr has been distracted when driving.

274. Plaintiff Starr has complained to her FCA dealer on numerous occasions, including in December 2023, almost immediately after she purchased the Vehicle. Although her FCA dealer has acknowledge problems with the Uconnect system, the dealer has offered no repairs. Instead, the dealer informed Plaintiff Starr that she would have to wait for FCA to develop a repair for the Uconnect system. Plaintiff Starr's Uconnect system continues to malfunction.

275. To date, Plaintiff Starr has received no notification from FCA about any potential permanent repair or modification that would eliminate the Defect.

276. Plaintiff overpaid for the Class Vehicle because Plaintiff was unaware of the Defect at the time of sale. Additionally, as result of the Defect, Plaintiff has incurred loss of personal time spent dealing with, and trying to resolve, it and loss of use of the Vehicle. The Vehicle has also suffered diminution in value due to the Defect.

277. Plaintiff relied on FCA's misrepresentations and omissions about the Defect, which were material because had FCA disclosed its knowledge of the Defect

before Plaintiff purchased the Class Vehicle, Plaintiff would not have leased, or would have paid less for, the Class Vehicle.

278. As a result of the Defect, Plaintiff Starr has lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Until and unless FCA fully discloses the Defect and provides a permanent repair or modification, Plaintiff Starr will be unable to rely on future advertising or labeling of the Class Vehicles, and for this reason will not purchase another Class Vehicle, or any of FCA's other vehicles, although she would like to do so.

***Plaintiff Howard Useman***

279. Howard Useman is a citizen of the State of Washington.

280. Plaintiff Useman purchased a new 2022 Ram 1500 in October of 2021 and a new 2022 Jeep Wagoneer in August of 2022, from KarMart Chrysler Dodge Jeep Ram, an authorized FCA dealership in Burlington, WA.

281. At all times, Plaintiff Useman has used his Class Vehicles in the normal and expected manner in which they were intended to be used.

282. Driver and passenger safety and reliability were important factors in Plaintiff Useman's decision to purchase his Vehicles. Before making his purchases, Plaintiff Useman reviewed the Vehicles' Monroney Stickers, spoke with his dealer about the Vehicles, test drove the Vehicles, and reviewed information about the

Vehicles on FCA's website. Plaintiff Useman selected and ultimately purchased his Class Vehicles because the Vehicles were represented to be a high-quality vehicle capable of providing safe and reliable transportation. The purchases were based, in part, on the advertised safety, reliability, and quality of the vehicles and their components.

283. None of the information provided to Plaintiff Useman disclosed the Defect in the Uconnect system, which, as noted, affects certain of the Vehicles' advertised safety system.

284. Shortly after purchasing his 2022 Ram 1500 Class Vehicle, Plaintiff Useman's Uconnect 5 systems began to malfunction, including the screen going blank or black, the screen freezing, the back-up cameras malfunctioning, and Bluetooth failures.

285. Plaintiff Useman experienced similar malfunctions in the Uconnect 5 system in his 2022 Jeep Wagoneer, shortly after purchasing that Class Vehicle, including the screen going blank and freezing and Bluetooth connectivity issues.

286. As a result of these malfunctions, Plaintiff Useman has been distracted when driving both Class Vehicles and has been forced to pull over to restart the vehicles to reset the Uconnect system.

287. Plaintiff Useman has complained to his FCA dealer on numerous occasions about the malfunctioning Uconnect system in both of this Vehicles. His

complaints were made to the dealer during the time and mileage terms of FCA's limited warranty. The dealer has offered no repairs, despite admitting to Plaintiff Useman that it is known to FCA and the dealer that the Uconnect 5 system malfunctions.

288. Plaintiff Useman's Uconnect system continues to malfunction in his Ram 1500, and the Uconnect system in his Jeep Wagoneer malfunctioned up until he sold the vehicle in March 2024.

289. To date, Plaintiff Useman has received no notification from FCA about any potential permanent repair or modification that would eliminate the Defect.

290. Plaintiff overpaid for the Class Vehicle because Plaintiff was unaware of the Defect at the time of sale. Additionally, as result of the Defect, Plaintiff has incurred loss of personal time spent dealing with, and trying to resolve, it and loss of use of the Vehicle. The Vehicle has also suffered diminution in value due to the Defect.

291. Plaintiff relied on FCA's misrepresentations and omissions about the Defect, which were material because had FCA disclosed its knowledge of the Defect before Plaintiff purchased the Class Vehicle, Plaintiff would not have leased, or would have paid less for, the Class Vehicle.

292. As a result of the Defect, Plaintiff Useman has lost confidence in the ability of his Class Vehicles to provide safe and reliable transportation for ordinary

and advertised purposes. Until and unless FCA fully discloses the Defect and provides a permanent repair or modification, Plaintiff Useman will be unable to rely on future advertising or labeling of the Class Vehicles, and for this reason will not purchase another Class Vehicle, or any of FCA's other vehicles, although she would like to do so.

### **Defendant**

293. Defendant FCA US, LLC is a corporation organized and existing under the laws of Delaware and is authorized to conduct business in the State of Michigan. FCA maintains its principal place of business at 1000 Chrysler Drive, Auburn Hills, Michigan 48326. FCA is engaged in the business of testing, developing, manufacturing, labeling, marketing, distributing, promoting, supplying and/or selling, either directly or indirectly, through third parties and/or related entities, the Class Vehicles. FCA engages in continuous and substantial business in Michigan.

### **FACTUAL ALLEGATIONS**

#### **A. Automobile Infotainment Systems**

294. As connectivity, vehicle safety, and an enhanced in-vehicle user experience became a priority for consumers, automotive manufacturers began building in-vehicle infotainment systems to connect with all smart automotive

technologies and integrate them with each other to provide a superior driving experience.<sup>2</sup> These systems are now ubiquitous.

295. Infotainment is a catch-all term that covers the entire gamut of in-vehicle technology. The word itself is a portmanteau of “information” and “entertainment,” which accurately conveys the purpose and function of an infotainment system.<sup>3</sup>

296. Infotainment systems are typically controlled either by a mouse-style system with a dial-controller mounted between the two front seats, or through a large central touchscreen mounted on the dashboard.

297. In some configurations, the infotainment system can be further designed to include control functions, such as buttons, on the steering wheel for optimal safety and control for the driver.

298. There is a variety of information that can be displayed to the driver. For example, vehicle infotainment systems tend to display data such as instant fuel consumption, average fuel consumption, average speed, outside temperature, miles traveled, etc. Some vehicles have infotainment systems that display in-depth data

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<sup>2</sup> Anshul Saxena, *Everything You Need to Know About In-Vehicle Infotainment Systems*, EINFOCHIPS BLOG (August 17, 2018), <https://www.einfochips.com/blog/everything-you-need-to-know-about-in-vehicle-infotainment-system/>. (Exhibit 1).

<sup>3</sup> Haynes.com, *What Is Car Infotainment (and How Does It Work)*, available at <https://haynes.com/en-gb/tips-tutorials/what-car-infotainment-and-how-does-it-work> (last visited October 9, 2024) (Exhibit 2).

about the car's behavior, including g-force generated during cornering, braking and acceleration, rate of pitch and yaw, and acceleration times.<sup>4</sup>

299. The entertainment side of infotainment systems is similarly vast, with some systems allowing the driver to receive broadcasted radio or connect a music player using either Bluetooth or a USB connection.

300. To provide such robust functions to a driver, an infotainment system must work in conjunction with many other in-vehicle and external systems. The main components of an infotainment system are the integrated head-unit, digital signal processors and graphic processing units, operating systems, network protocol support, and connectivity modules, and digital instrument clusters.<sup>5</sup>

301. Infotainment systems also require operating systems that can support the display and graphic connectivity, convenience functions, and downloadable software applications to integrate new functions in the system. Common operating systems in infotainment systems are Android, Linux, QNX, and Windows. The operating system requires network protocol support, which allows the electronic hardware components of the infotainment system to communicate with each other.

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<sup>4</sup> *Id.*

<sup>5</sup> Saxena, *supra* note 3.

302. Infotainment systems typically encompass GPS, Wi-Fi, and Bluetooth, all of which include connectivity modules that help establish services like navigation, internet connectivity, and smartphone integration within the infotainment system.

### **B. Evolution of the Uconnect**

303. In 2003, Chrysler Group LLC, a predecessor of FCA, was the first North American automaker to offer Bluetooth technology, and what would eventually be known as Uconnect made its debut in the 2004 Chrysler Pacifica.<sup>6</sup>

304. Starting with 2009 models, Uconnect displayed a collection of connectivity technologies including phone, navigation, entertainment, and Wi-Fi features. Later on, live TV became available, where each passenger screen could showcase different programs for passengers to watch.<sup>7</sup>

305. Uconnect Access was a significant platform addition to 2013 models. The cloud-based subscription service offered built-in Wi-Fi technology, improved voice recognition, text message receipt and response, and app-synced controls such as for door locks and remote engine starting. Added safety and security features included single-button emergency response, roadside assistance, and theft alerts. In 2015, vehicles began featuring components such as location and destination services.

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<sup>6</sup> Beverly Braga, *What Is Uconnect 5*, J.D. POWER (May 19, 2020), <https://www.jdpower.com/Cars/Shopping-Guides/what-is-uconnect-5>. (Exhibit 3).

<sup>7</sup> *Id.*



306. Uconnect 4 was officially announced in early 2016, which would ultimately include Android Auto and Apple CarPlay integration. First available in the 2017 Chrysler 300, Dodge Challenger, and Dodge Charger, the smartphone compatibility was offered with 8.4-inch touchscreens. Uconnect 4 also allegedly featured more processing power, faster start-up times, improved touchscreen response, and higher screen resolutions. The Uconnect 4 has been plagued with problems similar to the Defect at issue here. FCA was well aware of these prior Uconnect malfunctions, issuing numerous TSBs and other notices alerting dealerships, drivers, and the public generally about problems drivers of affected vehicles may encounter. A putative class action arising from these Uconnect 4 defects is pending in this District and has survived FCA's motion to dismiss and motion for summary judgment,<sup>8</sup>

307. Uconnect 5 debuted in the 2021 Chrysler Pacifica and FCA promised the system would be faster, stronger, and smarter than ever before.<sup>9</sup>

308. Prior to its release, FCA previewed the Uconnect 5 to be "...a faster, easier-to-use experience with upgraded processing power and display technology as

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<sup>8</sup> See *Pistorio v. FCA US LLC*, 2:20-cv-11838 (E.D. Mich.)

<sup>9</sup> Jennifer Geiger, *What Is Uconnect and Is Uconnect Worth It?*, CARS.COM (May 2, 2020), [www.cars.com/articles/what-is-uconnect-and-is-uconnect-worth-it-421325/](http://www.cars.com/articles/what-is-uconnect-and-is-uconnect-worth-it-421325/). (Exhibit 4).

well as a more robust operating system; it will also include wireless Android Auto and Apple CarPlay connection.”<sup>10</sup>

309. A press release, issued by FCA on January 27, 2020, stated that the “Uconnect 5 is more connected, helpful, content rich and adds greater personalization, making it the most advanced Uconnect system ever.”<sup>11</sup>

310. FCA stated that the Uconnect 5 was now scalable across all of its brands.<sup>12</sup>

311. Vince Galante, Uconnect 5’s chief designer, stated “One of the first things we did was to grow the team ... We have transportation and product designers, people who are experts in interaction, and people from the entertainment and gaming industries that can show us new ways to use three dimensions to visualize things. We also have people on staff with web and mobile experience and people with psychology backgrounds, so there's a really wide range of skill sets that help prepare us for this new world and the things we're working on going forward.”<sup>13</sup>

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<sup>10</sup> *Id.*

<sup>11</sup> Press Release, PR Newswire, *FCA’s All-New Uconnect 5 Global Platform Is the Most Advanced System Ever: Powerful, Personalized, Connected and Easy to Use* (Jan. 27, 2020), <https://www.prnewswire.com/news-releases/fcas-all-new-uconnect-5-global-platform-is-the-most-advanced-uconnect-system-ever-powerful-personalized-connected-and-easy-to-use-300993133.html>. (Exhibit 5).

<sup>12</sup> *Id.*

<sup>13</sup> Antuan Goodwin, *A deeper look at Chrysler’s Uconnect 5: More power, smarter design*, CNET.COM (April 29, 2020), <https://www.cnet.com/roadshow/news/uconnect-5-design-preview/>. (Exhibit 6).

312. FCA confirmed that Uconnect 5 would be more powerful than the previous version. The hardware in the Uconnect 5 had been upgraded to have enhanced processing power, reaction speed, and memory.<sup>14</sup> In a press release, FCA announced that “the all-new Uconnect 5 is more connected, helpful, content rich and adds greater personalization, making it the most advanced Uconnect system ever. With future growth in mind, the advanced Uconnect 5 architecture is now scalable across all FCA brands and preps for the integration of advanced technology.”<sup>15</sup>

313. Uconnect 5 also features support for multiple displays such as rear-seat entertainment or other secondary displays.<sup>16</sup>

314. Uconnect 5 was marketed to have smartphone integration with improved Bluetooth radios that allow two phones to connect simultaneously, as well as wireless support for both Android Auto and Apple CarPlay.<sup>17</sup>

315. “If you look at all of the generations leading up to Uconnect 5, you’ll see that it’s been an evolution,” Galante [the chief designer of Uconnect 5] said. “We really are proud of the Uconnect system, the ease and how much it is a pleasure for our customers to use. So, we didn’t want to totally blow it up, but we definitely wanted to make sure that it had a fresh new look.”<sup>18</sup>

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<sup>14</sup> PR Newswire, *supra* note 11.

<sup>15</sup> *Id.*

<sup>16</sup> Goodwin, *supra* note 13.

<sup>17</sup> Braga, *supra* note 6.

<sup>18</sup> Goodwin, *supra* note 13.

316. As discussed herein, these improvements did not resolve the malfunctions in previous Uconnect versions. Uconnect 5 continues to be prone to problems.

**C. The Defective Uconnect System in the Class Vehicles**

317. As discussed above, the Class Vehicles' infotainment system contains a defect that causes multiple features (e.g., the navigation system, audio system, backup camera) to malfunction or become inoperable.

318. Because the Class Vehicles' infotainment systems are responsible for a wide variety of vehicle functions (including navigation, audio, video, hands-free phone, backup cameras, etc.), the Defect causes a wide range of problems for the Class Vehicles. For instance, the Defect can cause the entire head unit to refuse to power on or lag when the Vehicle's engine is initially started, as well as while the Vehicle is in motion, thereby posing a serious distraction to the driver.

319. The Defect also interferes with the driver's ability to use the Bluetooth calling feature advertised by FCA.

320. These problems pose a safety risk because when the system malfunctions, unexpected audio or video—or a blank or glitching infotainment system—can cause the driver to become distracted while the Vehicle is in motion.

321. Upon information and belief, the Defect also causes the Vehicles' backup cameras to malfunction. Backup cameras are a critical safety feature in automobiles.

Back-over crashes kill hundreds of people each year and injure thousands more.<sup>19</sup> Recognizing the danger posed by back-over crashes, in 2008 Congress passed the Cameron Gulbransen Kids Transportation Safety Act of 2007, requiring regulators to enact measures requiring the adoption of technology to improve rearview visibility, which was finally embodied in Federal Motor Vehicle Safety Standard Number 111.

322. The Cameron Gulbransen Kids Transportation Safety Act of 2007 states that the reason for requiring a rearview camera is “to reduce death and injury resulting from backing incidents, particularly involving small children and disabled persons.” 122 Stat. 639, 640. Accordingly, functioning backup cameras are a requirement of baseline vehicle functionality and a minimum level of quality in the Vehicles.

323. The failure or freezing of the backup camera and/or its display in the Vehicles due to the Defect can result in back-over accidents and backup collisions that pose a threat to safety, especially with respect to young children.

324. FCA has long known or should have known of the Vehicles’ infotainment system problems from multiple sources. These sources include through presentation of the Vehicles to dealerships for Defect-related Vehicle repairs; pre-release design, manufacturing, and testing data; consumer complaints made directly

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<sup>19</sup> See, Nathan Bomey, *Backup cameras now required in new cars in the U.S.*, USA TODAY (May 2, 2018, 8:14 A.M.), <https://www.usatoday.com/story/money/cars/2018/05/02/backup-cameras/572079002/>. (Exhibit 7).

to FCA, collected by the NHTSA, and/or posted on public online forums; complaints from earlier, similar models; and aggregate data and complaints from authorized dealers and other sources.

325. Yet, FCA failed to disclose—and actively concealed—the Defect from the public, and continued to manufacture, distribute, and sell the Vehicles without disclosing the Defect to consumers prior to purchase or lease.

326. In addition, FCA did not receive information about the Vehicles' defective infotainment systems in a vacuum. Instead, FCA already had a long history of trying to correct similar defects in earlier generations of its Uconnect systems. For the first generation of Uconnect, FCA issued two manufacturer communications since its release,<sup>20</sup> seven for the second generation since its release,<sup>21</sup> 14 for the third

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<sup>20</sup> NHTSA ID Number 10139704; Manufacture Communication Number 08-069-14, which superseded Service Bulletin 08-014-06 dated March 16, 2006.

<sup>21</sup> NHTSA ID Number 10121846; NHTSA ID Number 10140254; NHTSA ID Number 10058299; superseding Service Bulletin 08-055-15; NHTSA ID Number 10062148; superseding Service Bulletin 08-028-14 and replacing Service Bulletin 08-050-13.

generation since its release,<sup>22</sup> and at least 17 TSBs, manufacturer communications, or recalls for the fourth generation since its release.<sup>23</sup>

327. It is also standard practice for automobile manufacturers to engage in extensive pre-sale testing of their vehicles. FCA did so for the defective Vehicles and tested the operation of the infotainment systems prior to selling the defective Vehicles. This pre-sale testing replicated actual consumer use of the Uconnect infotainment system, including turning the Uconnect system on and off and using the system thousands of times over established periods of time, and thoroughly tested the features of the system. Thus, the testing would have necessarily revealed the Defect to FCA.

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<sup>22</sup> NHTSA ID Number 10166584, superseding Service Bulletin 08-080-18; NHTSA ID Number 10121797, superseding Service Bulletin 08-055-17; NHTSA ID Number 10121670, superseding number 68234120A; NHTSA ID Number 10159965, superseding Service Bulletin 08-114-15; NHTSA ID Number 10074618, superseding Service Bulletin 08-033-15 REV.A; NHTSA ID Number 10144865, superseding Service Bulletin 08-066-14; NHTSA ID Number 10139696, superseding Service Bulletin 08-030-14.

<sup>23</sup> August 31, 2016, GPOP – Issue Review System for Part Number 682271688A\$; June 28, 2017, GPOP – Issue Review System 9003749; Service Bulletin 08-007-17 REV.A; Service Bulletin 08-007-17 REV.C; Service Bulletin 08-007-17 REV.E; Service Bulletin 08-007-17 REV.F; Service Bulletin 08-007-17 REV.G; Service Bulletin 08-016-19; Service Bulletin 08-016-19 REV.A; Service Bulletin 08-016-19 REV.B; Service Bulletin 08-016-19 REV C; Service Bulletin 08-016-19 REV.D; Service Bulletin 08-016-19 REV.E; Service Bulletin 08-016-19 REV.F; May 15, 2019, GPOP – Issue Review System 9003710; May 15, 2019, GPOP – Issue Review System 9003596.

328. Given the immediacy, frequency, and duration of consumer complaints about the infotainment system contained in the Vehicles, FCA learned or should have learned about the Defect before the Vehicles were taken to market.

329. Federal regulations require automobile manufacturers to build vehicles that comply with the Federal Motor Vehicle Safety Standards (49 C.F.R. § 571). The existence of these standards necessarily requires FCA to extensively test its vehicles prior to selling them. During the course of these and other quality validation testing conducted by its engineers prior to their sale, FCA became aware of the Defect.

330. FCA also knew or should have known of the Defect based on the raft of complaints it received directly from consumers. The large number of complaints, and the consistency of their description of the infotainment system failures, alerted FCA to the Defect.

331. FCA has access to the full universe of complaints it received regarding the infotainment system. However, upon information and belief, many Vehicle owners who experienced one or more of the infotainment system Defect manifestations complained to FCA. In fact, consumer complaints posted on publicly available forums reflect that Defendant received many such complaints directly from Vehicle owners (all *sic*):

- Screen Froze While Driving and Prevented Back Up Camera From Working. I Have Taken It to The Dealer Multiple Times For This Issue And They Stated They Can Not Duplicate It So No Action Was Taken.




- Brand new car purchased on July 12, 2023, with 84 miles. In 19 days the car has been in service for 3 days to date, left stranded with all the listed issues. 1. Navigation screen randomly goes blank/black while driving 2. Audio bluetooth connection randomly not allowing me to hear or be heard by caller 3. Rear ac system is not blowing air, even when front ac is set to lowest setting 4. Cell wireless charging blue light, but there is no actual charging happening 5. Usb plugin not actually charging 6. Driver assist lanes disappearing 7. Auto drive setting stuck on d2 while driving 8. Acceleration became erratic, to the point where the car would not start 9. Randomly slow to break and accelerate. 10. Average mpg is between 15 and 16 11. Driver's dashboard becomes erratic, and dimly.
- The uconnect 5.0 screen (which controls all safety and operating systems) and system continues to malfunction with a black screen. This seems to happen more frequently when the car is put into reverse and the backup camera is activated. There have also been times when the screen freezes requiring a "reboot". Thus when malfunctions occur, there is no backup camera nor is there any ability to operate safety systems. This seems to be occurring every single day. So far dealer has been unable to replicate problem and thus cannot repair it.
- The uconnect screen in a 2023 Jeep Grand Cherokee intermittently stops working, freezes, or is non-responsive when touched when the car is started. It has only happened when the car is started, not while driving. This is a problem as I rely on the rear camera view to be certain no one is walking or driving behind the car when I back out the garage and my view is limited. Nothing shows on the screen. I can deal with no media showing but not no rear camera view. Late yesterday, I started the car in town and the screen just showed an icon with a radio and fm on it. (attached photo) I've never seen that icon before. There was no sound, no view when the car was in reverse, and no response to my touching anywhere on the screen to change it. I couldn't access the fan direction, media, or anything that should have shown on the screen. This has happened over 3 times since I purchased the car 1/3/23. After driving 15 minutes, it still did not come on. At my destination, I turned the car off and on several times to see if it would re-set itself. The screen was blank each time I restarted the car. (photo attached) 3 hours later, I started the car and the screen showed the whole system being re-booted. It was like a computer screen that freezes and has to be totally restarted. It turned itself off. However, this was hours after the incident. This morning, it worked fine, again. I have

contacted a local Jeep dealer to check on it. The first appointment available is a week away. I brought up the safety recall 58a about the steering system possibly failing causing a crash. I was told to not worry if I'm not hearing any 'clunking' noise. They will also inspect the recall item with the steering in a week. I use my car for business which caused me to be concerned. I don't want to have an accident with clients in the car.

Mar 9, 2023

#2



jejb

Military

Joined: Apr 7, 2020

Posts: 1,558

Reaction score: 1,433

Location: NW Arkansas

Ram Year: 2022

Engine: 6.7 Cummins

Yeah, lots of complaints about the U5 system. Wife has had a bunch of issues with the one in her 21 Pacifica. They are finally replacing it, we're just waiting for the part to come in. It's had a range of issues. The 12" In my 22 2500 has been good so far, thankfully. About all you can do is keep taking it to the dealer and tell them you want a replacement.

As far as retrofitting an older system, I'm not sure.

Last edited: Mar 10, 2023

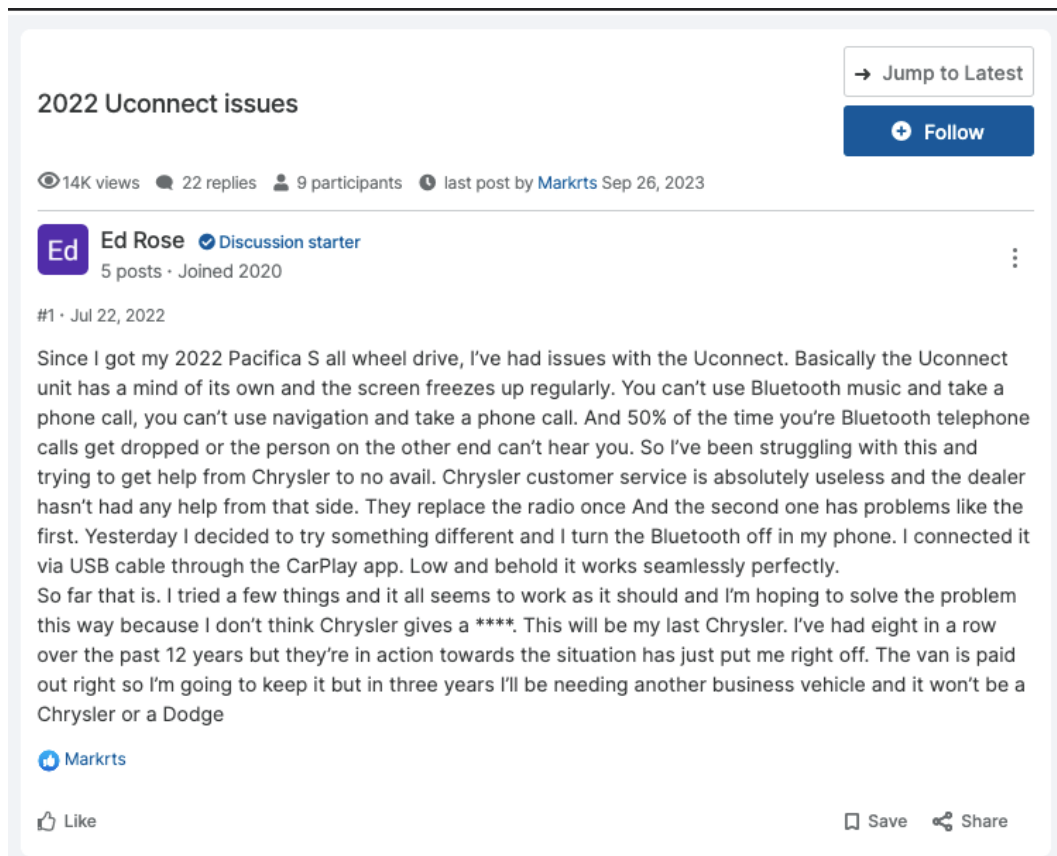
Jan 15, 2023

#7

Yeah I would not pay for the Uconnect app it is pretty bad. Mine doesn't even start the Jeep anymore just fails most times. Mine ends in Feb and will not pay for a subscription. Especially at the price they want for it.

Have you tried the new Jeep app? The remote service was added into it. Still doesn't work but maybe you would have better luck.

BXFXJeep and -lenny-



332. As demonstrated through the above examples, Class Vehicle owners and lessees have complained directly to dealers on numerous occasions regarding the failures of the infotainment system. Such persistent evidence coming directly from consumers should have alerted Defendant to the Defect.

333. Upon information and belief, FCA closely reviews Chrysler, Ram, Jeep, Dodge, and other FCA-branded and FCA-related automobile message boards, consumer websites, complaints on the NHTSA website, and other websites and sources relating to its vehicles and defects, complaints, or other issues pertaining to the FCA's vehicles, including the Class Vehicles.

334. FCA specifically monitors customers' complaints made to NHTSA. Federal law requires automakers like FCA to be in close contact with NHTSA regarding potential automobile defects, including imposing a legal requirement (backed by penalties) compelling the confidential disclosure of defects and related data by automakers to NHTSA, including field reports, customer complaints, and warranty data. *See* TREAD Act, Pub. L. No. 106-414, 114 Stat.1800 (2000).

335. Automakers have a legal obligation to identify and report emerging safety-related defects to NHTSA under the Early Warning Report requirements. *Id.* Similarly, automakers monitor NHTSA databases for complaints regarding their automobiles as part of its ongoing obligation to identify potential defects in their vehicles, including safety-related defects. *Id.*

336. Class Members have repeatedly reported disturbing failures to the NHTSA. This frequently involves screens going black, loss of navigation, radio disruptions, and loss of backup camera functionality. The following are complaints reflecting the safety risk described above (emphasis supplied):

Date of Complaint: February 15, 2024  
 Date of Incident: November 1, 2023  
 NHTSA ID No.: 11572247  
 VIN: 1C4SJVG1PS\*\*\*\*  
 Vehicle Type: 2023 Jeep Grand Wagoneer

Summary of the Complaint: "I am writing to report a ***significant safety concern with the Uconnect system in my Jeep***, which has been malfunctioning for the past four months. ***The system's failure to recognize voice commands and manage remote commands compromises the vehicle's***

***safety features, including hands-free calling and potentially emergency assistance services.*** This issue is covered under warranty, yet despite repeated attempts to have it addressed by Jeep, there has been no resolution. ***The malfunctioning Uconnect system, crucial for safe vehicle operation by minimizing driver distraction, is not responding correctly, indicating a possible hardware or software failure.*** Given the importance of such systems for vehicle safety and the refusal of the manufacturer to correct the problem under warranty, I am seeking your intervention to ensure the issue is adequately addressed. I believe this could represent a broader safety issue that may affect other drivers and request that the NHTSA investigate the matter further to ensure vehicle safety is not compromised.”

Date of Complaint: January 24, 2024

Date of Incident: March 18, 2023

NHTSA ID No.: 11453203

VIN: 1C6SRFFT5NN\*\*\*\*

Vehicle Type: 2022 Ram 1500

Summary of Complaint: “***Navigation not working.*** I am [in] fear of my life because...I could [have] died. I [have] been trying Dodge Ram and Uconnect to fix this problem for almost a year and [they] tell me the part [is] on back]order with no time frame to fix it.”

Date of Complaint: August 4, 2023

Date of Incident: November 14, 2022

NHTSA ID No.: 11536491

VIN: 1C4RJHBG7P8\*\*\*\*

Vehicle Type: 2023 Jeep Grand Cherokee

Summary of Complaint: “***The [U]connect system on this vehicle locks up, glitches and is unresponsive. This makes the hands-free function for cell phone use unreliable at best, as well as all touchscreen functions inoperable. The problems with the [U]connect systems make driving the car very distracting and potentially unsafe at times.*** These problems have been inspected by the dealership service department and confirmed not to be normal. ***The dealership service technicians have attempted to fix these problems four times by replacing two radios, a touchscreen and reloading software. None of these attempts have been successful.***

The [U]connect system has had these issues starting the first week of ownership Nov 2022.”

Date of Complaint: June 20, 2023

Date of Incident: June 11, 2023

NHTSA ID No.: 11527988

VIN: 3C6UR5DL4NG\*\*\*\*

Vehicle Type: 2022 Ram 2500

Summary of Complaint: “Android auto not connecting to Uconnect.”

Date of Complaint: June 15, 2023

Date of Incident: June 15, 2023

NHTSA ID No.: 11527300

VIN: 1C4SDJH92MC\*\*\*\*

Vehicle Type: 2021 Dodge Durango

Summary of Complaint: “*An error pop up occurs frequently which blocks the screen (including the backup camera view) until cleared.* The error message says “Uconnect Box requires service. Please visit an authorized dealer” This pop up occurs at random and can happen several times in a row. *The spontaneity of the error means it can suddenly cover the backup camera view as you are backing up.*”

Date of Complaint: May 26, 2023

Date of Incident: May 25, 2023

NHTSA ID No.: 11524037

VIN: 1C4RJHBGXPC\*\*\*\*

Vehicle Type: 2023 Jeep Grand Cherokee

Summary of Complaint: “*The Uconnect screen in a 2023 Jeep Grand Cherokee intermittently stops working, freezes, or is non-responsive when touched when the car is started.* It has only happened when the car is started, not while driving. *This is a problem as I rely on the rear camera view to be certain no one is walking or driving behind the car when I back out the garage and my view is limited.* Nothing shows on the screen. I can deal with no media showing but not no rear camera view. Late yesterday, I started the car in town and the screen just showed an icon with a radio and FM on it. I've never seen that icon before. There was no sound, no view when the car was in

reverse, and no response to my touching anywhere on the screen to change it. I couldn't access the fan direction, media, or anything that should have shown on the screen. This has happened over 3 times since I purchased the car 1/3/23. After driving 15 minutes, it still did not come on. At my destination, I turned the car off and, on several times, to see if it would re-set itself. The screen was blank each time I restarted the car. 3 hours later, I started the car and the screen showed the whole system being re-booted. It was like a computer screen that freezes and has to be totally restarted. It turned itself off. However, this was hours after the incident. This morning, it worked fine, again. I have contacted a local Jeep dealer to check on it.

Date of Complaint: May 17, 2023

Date of Incident: May 3, 2023

NHTSA ID No.: 11522532

VIN: 3C4NJDBB0NT\*\*\*\*

Vehicle Type: 2022 Jeep Compass

Summary of Complaint: "I have had my Jeep for 13 months and suddenly the digital cluster display on the dashboard and the Uconnect tablet are so dim that during the day they are unable to be seen. I am unable to see my fuel gauge, or any vehicle warning icons that may appear. This is a HUGE safety issue. *I am also unable to use the onboard navigation with the Uconnect tablet* which is one of the things that I love about my Jeep. *I took it to the dealership and they showed me a Jeep bulletin dated September/2022 addressing this issue (case number:S2208000157) stating "engineering is investigating a service solution" and was informed that there is currently no fix for this problem even though it is very common in the 2022 Jeep Compass. This is unacceptable.*"

Date of Complaint: March 8, 2023

Date of Incident: November 10, 2022

NHTSA ID No.: 11510890

VIN: 3C6MRVJG8PE\*\*\*\*

Vehicle Type: 2023 Ram Promaster

Summary of Complaint: "1: MPH randomly changes to KM/h on the instrument panel and Uconnect radio settings. 2: *Automatic Parking brake keeps re-enabling on the Uconnect radio settings when it has been set to disabled.* 3. SiriusXM radio starts back at station 1 XM Preview when van is started up. 4. Van will sometimes lock automatically by itself without



permission with the vehicle off. 5. Other: ***No matter what settings I set the vehicle at overtime they keep reverting back to whatever they were originally at. 6. Soft reset and Hard reset were performed with no prevail and issues are still present.*** No software updates are available as well.”

Date of Complaint: December 19, 2022

Date of Incident: December 19, 2022

NHTSA ID No.: 11498154

VIN: 3C4NJDDDB9NT\*\*\*\*

Vehicle Type: 2022 Jeep Compass

Summary of Complaint: “There is a known issue with multiple 2022 Jeep Compass trims and models that, after long periods of driving (about an hour), the volume for all components utilizing sound becomes barely audible even at max volume. This affects all warning systems including blind spot, lane departure, etc. Upon turning off the vehicle for long periods of time (a few hours) the volume will return, but the issue will occur again if driving for an hour plus with short stops. Jeep has acknowledged the concern for over a year on Jeep forums and dealers are not helpful regarding the issue. ***Jeep states there will be an update to the Uconnect system controlling audio functions in Q4 2022. But Jeep has yet to release an update with 2 weeks left to go in the year despite knowing of the issue since end of 2021. I have additional concerns for safety as I have to disengage hands free audio during long drives due to the volume issue causing further distraction and complications on top of not having audio for any other integrated components (like gps, radio, etc.) In addition to the safety features.***”

337. As discussed in this complaint, FCA was well aware that its previous Uconnect technology routinely malfunctioned, and was also well aware of similar problems arising in the Vehicles installed with Uconnect 5, as reflected in the multiple technical TSBs that it issued.

338. Based on publicly available information, these are the relevant TSBs, manufacturer communications and/or recalls issued by FCA in chronological order.



As noted before, none of the TSBs led to a permanent resolution of the Defect. The TSBs issued by FCA due to Defect are shown below.

339. In January 2022, Defendant identified problems with the Uconnect 5 voice recognition options.

Case Number: S2008000185 – Rev B.

Release Date: January 2022

Symptom/Vehicle Issue: Uconnect 5 Voice Recognition Options

Diagnosis: Customer may complain that Voice Recognition not recognizing commands or changing stations. Verify what type of command is being used by the customer.

Verify what form of Voice Recognition is being used: Short press from steering wheel, Long press for Siri or Android Auto, Wakeup Word, Amazon Alexa. See figure 1 below for best method.

The Midline radio UBG/UEG does not include standard VR operation. The VR button can still be used for CarPlay and Android Auto if pressed and held to activate.

340. On March 4, 2022, Defendant identified navigation issues in some 2022 Chrysler Pacificas.

353500 EQUIPMENT: ELECTRICAL: NAVIGATIONAL  
SYSTEM(GLOBAL POSITIONING SYSTEM)

RECORD\_ID: 3490221

Bulletin Number: S2208000061

Replacement Service Bulletin Number: N/A

NHTSA Item Number: 10212284

Component Name: 353500 EQUIPMENT: ELECTRICAL:  
NAVIGATIONAL SYSTEM(GLOBAL POSITIONING SYSTEM)

Make: CHRYSLER

Model: PACIFICA

Year: 2022

Summary: Navigation Crashes, Freezes, or Displays Loading  
Message

341. On March 17, 2022, Defendant identified issues with camera screens in some 2022 Chrysler Pacificas.

118320 ELECTRICAL SYSTEM: ADAS: DRIVER  
MONITORING: CAMERA/SENSOR

RECORD\_ID: 3490980

Bulletin Number: S2208000036

Replacement Service Bulletin Number: N/A

NHTSA Item Number: 10212325

Make: CHRYSLER

Model: PACIFICA

Year: 2022

Summary: Camera Blue/Blank Screen Recovery And Diagnosis

342. In September 2022, Defendant identified wireless connectivity problems.

Case Number: S228A000026

Symptom/Vehicle Issue: Static, Crackle Or Buzz In Wireless  
Connectivity Mode Only

Discussion: The customer may observe Static, Crackle Or Buzz In  
Wireless Connectivity Mode Only.

343. In September 2022, Defendant identified a Uconnect box error in its vehicles.

Case Number: S228A000003 – REV. A

Symptom/Vehicle Issue: Uconnect Box Error Message On Radio  
Screen And Diagnostic Trouble Code (DTC) code B22A9-96 Set

Discussion: The customer may report “Uconnect Box requires  
service” error popup on radio screen every time the vehicle starts.

344. In September 2022, Defendant disclosed that the Uconnect 5 radio was not completing a radio software update.

Case Number: S228A000025

Release Date: September 2022

Symptom/Vehicle Issue: Harman R1H Uconnect 5 Radio Software Flash Error Codes

Discussion: Radio will not complete a radio software update. The radio displays one of the following error codes. Follow the recommended steps in the table to resolve the concern.

345. On January 24, 2023, Defendant identified a black screen display malfunction in the Uconnect 5.

Case Number: 08-175-22 REV. A

REFERENCE: TSB: 801723 GROUP 08 Electrical  
VEHICLES AFFECTED:

NOTE: This bulletin applies to vehicles built on or after September 12, 2022 (MDH 0912XX) and on or before October 14, 2022 (MDH 1014XX) equipped with:  
Uconnect 5 W 8.4" Display and Uconnect 5 W NAV 8.4" Display (Sales Codes UBF, UEF, UBL and UEL).  
Uconnect 5 W NAV 10.1" Display (Sales Codes UBN and UEN).  
Uconnect 5 W NAV 12.0" Display (Sales Codes UBQ and UEQ).  
CUSTOMER SYMPTOM: Battery drain after hooking up WiTech. Black display screen comes on during start up. (Rearview camera functions normally).<sup>24</sup>

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<sup>24</sup> As discussed herein, this, and other similar statements, appear baseless, given Plaintiffs, and other individuals' experiences, regarding rearview cameras.

346. On February 14, 2023, Defendant identified several issues with the Uconnect 5 in some of its Rams, including blank screens, non-responsive radio, and audio disruptions.

REFERENCE: TSB: 08-044-23 GROUP 08 – Electrical  
VEHICLES AFFECTED: 2022 - \*\*2023\*\* (DT) RAM 1500 Pickup  
2022 - \*\*2023\*\* (DJ) RAM 2500 Pickup 2022 - \*\*2023\*\* (D2) RAM  
3500 Pickup 2022 - \*\*2023\*\* (DD) RAM 3500 Cab Chassis 2022 -  
\*\*2023\*\* (DF) RAM 3500

Customers may experience one or more of the following: • \*\*Blank screen (Rear view camera is not affected and will still function normally).\*\* • Battery drain. • Radio resets (Rear view camera will still function normally). • Wireless connectivity device disconnect. • CarPlayT icon does not appear in device manager. • Climate icon missing. • Audio disruptions. • SXMT inoperative. • Audio muted. • Passenger screen blank. • Passenger screen apps missing. • Missing profiles icon. • Instrument Panel Cluster (IPC) displays incorrect audio source. • Radio is slow to respond. • Trailer tire pressure configurations deleted. • Steering wheel controls skipping SXMT channels. Recent calls not displayed. • Phone audio playing with ignition off. The following improvements are also included with this update:

- Apple CarPlayT and Android AutoT improvements.
- Voice Recognition (VR) command improvements.
- Uconnect phone improvements.
- FOTA improvements.
- Passenger screen camera app improvements.
- Icon size/layout improvements.

Cause: Radio Software

347. On February 15, 2023, Defendant identified a black display in the Uconnect 5 screen for the 2023 RAM 1500 Pickup.

REFERENCE: TSB: 08-052-23 GROUP 08 Electrical  
VEHICLES AFFECTED: 2023 (DT) RAM 1500 Pickup  
This bulletin applies to vehicles built on or after November 26, 2022

(MDH 1126XX) and on or before December 05, 2022 (MDH 1205XX)

equipped with one of the following radios:

Uconnect 5 W NAV 12.0" Display (Sales Codes UBQ, UEQ, UFQ or UPQ).

Uconnect 5 W 8.4" Display and Uconnect 5 W NAV 8.4" Display (Sales Codes , UBL, UEL, UFL or UPL).

**CUSTOMER SYMPTOM:**

Battery drains after hooking up WiTech.

Black display screen comes on during start up. (Rearview camera functions normally).

**CAUSE:** Radio Software

348. On February 16, 2023, Defendant identified a Uconnect 5 “box” error in some 2022 Chrysler Pacificas.

280000 BACK OVER PREVENTION

RECORD\_ID: 4529804

Bulletin Number: S2108000015

Replacement Service Bulletin Number: N/A

NHTSA Item Number: 10247955

Make: CHRYSLER

Model: PACIFICA

Year: 2022

Summary: Uconnect Box Require Service Message

349. On February 17, 2023, Defendant identified several problems in some 2022 Chrysler Pacificas, including radio display malfunctions.

180000 VEHICLE SPEED CONTROL

RECORD\_ID: 4503569

Bulletin Number: 0805323

Replacement Service Bulletin Number: N/A

NHTSA Item Number: 10248024

Make: CHRYSLER

Model: PACIFICA

Year: 2022

Summary: Radio S26.17 USB Software Update The customer may describe the following: Cluster and display do not shut off with engine off, battery drain, SXM radio shows one station on screen but is playing a different station, navigation inoperative, black or blank radio screen (Rear View Camera (RVC) will still function normally), radio lockup (RVC will still function normally), no verbal warnings on navigation, surround sound inoperative, Blu-ray DVD unavailable, listen in/Mirror feature inoperative, PHEV radio does not turn off when opening door or after charging, audio overlap between sources, radio does not recognize the vehicle is in park. No keyboard pop up, vehicles setting are hidden, radio presets are not saving, audio mute on calls, radio resets (Rear view camera will still function normally), radio screen freezes (RVC will still function normally), audio disruptions, wireless connectivity device disconnect, wireless connectivity disconnecting, CarPlay icon does not appear in device manager, climate icon missing., SXM inoperative, audio muted, missing profiles icon, cluster displays incorrect audio source, radio is slow to respond, steering wheel controls skipping SXM channels, recent calls not displayed, and phone audio playing with ignition off. This bulletin involves inspecting the software level and updating the software to S26.17.

350. On February 17, 2023, Defendant identified several problems with the Uconnect 5 in some 2022 Chrysler Pacificas, including blank screens.

REFERENCE: TSB: 08-053-23

Date: February 17, 2023

VEHICLES AFFECTED: 2022 (RU) Chrysler Pacifica

The RSU portion of this bulletin only applies to vehicles built on or after August 26, 2022 (MDH 0826XX) and on or before September 29, 2022

(MDH 0929XX) equipped with:

Uconnect 5 Nav w/10.1" Display (USA) (Sales Code UBN).

Uconnect 5 Nav w/10.1" Display (CAN) (Sales Code UEN).

Uconnect 5 w/10.1" Display (USA) (Sales Code UBG).Uconnect 5 w/10.1" Display (CAN) (Sales Code UEG).

Uconnect 5 w/10.1" Display (MEX) (Sales Code UFG).

## Uconnect 5 Nav w/10.1" Display (MEX) (Sales Code UFN)

### CUSTOMER SYMPTOM:

The customer may describe the following:

Cluster and display do not shut off with engine off.

Battery drain.

SXM™ radio shows one station on screen but is playing a different station.

Navigation inoperative.

Black or blank radio screen (Rear View Camera (RVC) will still function normally).

Radio lockup (RVC will still function normally).

No Verbal warnings on navigation.

Surround sound inoperative.

Blu ray™ DVD unavailable.

Listen in/Mirror feature inoperative.

PHEV radio does not turn off when opening door or after charging.

Audio Overlap between sources.

Radio does not recognize the vehicle is in park. No keyboard pop up, vehicles setting is hidden.

Radio presets are not saving.

Audio mute on calls (Phone, SOS and Ecall).

Radio Resets (Rear view camera will still function normally).

Radio screen freezes (RVC will still function normally).

Audio disruptions.

Wireless connectivity device disconnects.

Wireless connectivity disconnecting.

CarPlay® icon does not appear in device manager.  
icon missing.

SXM™ inoperative.

Audio muted.

Missing profiles icon.

Cluster displays incorrect audio source.

Radio is slow to respond.

Steering wheel controls skipping SXM channels.

Recent calls not displayed.

Phone audio playing with ignition off.

The following software enhancements are available:

Uconnect Phone improvements.

Apple CarPlay® and Android Auto® improvements.  
Voice recognition command improvements.  
FOTA enhancements.

351. On May 3, 2023, Defendant identified radio display malfunctions in some 2022 Dodge Chargers.

353600 EQUIPMENT: ELECTRICAL: INFOTAINMENT

RECORD\_ID: 4440410

Bulletin Number: S238A000021

Replacement Service Bulletin Number: N/A

NHTSA Item Number: 10240003

Make: DODGE

Model: CHARGER

Year: 2022

Summary: Radio Display Screen Blank Or Screen Cuts In And Out

352. On June 29, 2023, Defendant identified freezing and other radio problems in some 2022 Dodge Chargers.

353400 EQUIPMENT: ELECTRICAL: RADIO/TAPE DECK/CD ETC.

RECORD\_ID: 4347065

Bulletin Number: S238A000028

Replacement Service Bulletin Number: N/A

NHTSA Item Number: 10241035

Make: DODGE

Model: CHARGER

Year: 2022

Summary: Radio Black Screen, Freezing, Reset, Cutting Out Or Inoperative Intermittently



353. On September 20, 2023, Defendant identified backup camera sensor malfunctions in some 2022 Chrysler Pacificas.

284100 BACK OVER PREVENTION: SENSING SYSTEM:  
CAMERA

RECORD\_ID: 4515443

Bulletin Number: 9004452

Replacement Service Bulletin Number: N/A

NHTSA Item Number: 10248516

Make: CHRYSLER

Model: PACIFICA

Year: 2022

Summary: CAMERA, Rear View Prior to replacement, please contact FCA Redacted Content. If no response in 15 minutes, proceed with repair.

354. On September 23, 2023, Defendant identified a “blue screen” malfunction in the backup camera in some 2022 Jeep Wagoneers.

110000 ELECTRICAL SYSTEM

RECORD\_ID: 4440589

Bulletin Number: S2208000172

Replacement Service Bulletin Number: N/A

NHTSA Item Number: 10244417

Make: JEEP

Model: WAGONEER

Year: 2022

Summary: Camera Display Has a Blue Screen When Using Surround, Front, Rear, or Park Assist Camera View

355. On October 21, 2023, Defendant identified intermittent black screens in some 2022 Jeep Wagoneers.

353400 EQUIPMENT: ELECTRICAL: RADIO/TAPE DECK/CD  
ETC.

RECORD\_ID: 4224684

Bulletin Number: S238A000026

Replacement Service Bulletin Number: N/A

NHTSA Item Number: 10247447

Make: JEEP

Model: WAGONEER

Year: 2022

Summary: Intermittent Black Screen With Or Without Audio, Radio  
Resets Or Radio Locks Up At Times

356. On October 21, 2023, Defendant identified radio malfunctions in  
some 2022 Chrysler Pacificas.

353400 EQUIPMENT: ELECTRICAL: RADIO/TAPE DECK/CD  
ETC.

RECORD\_ID: 4224682

Bulletin Number: S238A000026

Replacement Service Bulletin Number: N/A

NHTSA Item Number: 10247447

Make: CHRYSLER

Model: PACIFICA

Year: 2022

Summary: Intermittent Black Screen With Or Without Audio, Radio  
Resets Or Radio Locks Up At Times

357. On November 3, 2023, Defendant identified voice recognition  
malfunctions.

353600 EQUIPMENT: ELECTRICAL: INFOTAINMENT

RECORD\_ID: 4521721

Bulletin Number: S2008000185

Replacement Service Bulletin Number: N/A  
NHTSA Item Number: 10248861  
Make: CHRYSLER  
Model: PACIFICA  
Year: 2022  
Summary: Uconnect 5 Voice Recognition Options

358. On November 10, 2023, Defendant identified audio mute problems in some 2022 Chrysler Pacificas.

353600 EQUIPMENT: ELECTRICAL: INFOTAINMENT

RECORD\_ID: 4521803  
Bulletin Number: S238A000055  
Replacement Service Bulletin Number: N/A  
NHTSA Item Number: 10248872  
Make: CHRYSLER  
Model: PACIFICA  
Year: 2022  
Summary: Audio Muted During A CarPlay Or Android Auto Phone Call

359. On November 30, 2023, Defendant identified navigation display problems in some 2022 Chrysler Pacificas.

353500 EQUIPMENT: ELECTRICAL: NAVIGATIONAL SYSTEM  
(GLOBAL POSITIONING SYSTEM)

RECORD\_ID: 4520611  
Bulletin Number: S238A000058  
Replacement Service Bulletin Number: N/A  
NHTSA Item Number: 10248903  
Make: CHRYSLER  
Model: PACIFICA  
Year: 2022  
Summary: Radio Navigation Displays Message, No Maps Available

360. FCA knew, or should have known, about the Defect from all of these sources (including the fact that another lawsuit was filed related to alleged defects in a prior version of the UConnect system). Yet, FCA did nothing to satisfactorily and meaningfully remedy the Defect, continued to sell Vehicles with a well-known safety issue, declined to issue a recall despite the prevalence of the issue, and has sat on its hands.

361. FCA had knowledge that its omissions regarding the safety and performance of the Vehicles were misleading, yet it continued to conceal this material information regarding the Vehicles to Plaintiffs and members of the proposed classes.

362. To date, FCA has failed to remedy the Defect, and continues to sell the Vehicles despite its knowledge of it. While FCA issued a recall in June of 2024 related to the “radio software” preventing the rearview camera signal from passing through to the media screen, it hardly resolves the issues discussed above.<sup>25</sup> Preliminary, FCA’s recall notice states that “[t]he remedy for this condition is not currently available.”<sup>26</sup> Whatever software update is purportedly in the works does not cover all of the Class Vehicles, and by the TSB’s very terms is it limited to a discrete issue in the backup camera (i.e., it does not address the various other defects

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<sup>25</sup> NHTSA Recall 24V-436 Interim Owner Notification Letter, *also available at*: <https://static.nhtsa.gov/odi/rcl/2024/RIONL-24V436-0529.pdf>. (Exhibit 9).

<sup>26</sup> *Id.*

experienced by Plaintiffs and class members). There is purportedly a provision whereby people who have paid to have a repair performed can submit a claim for reimbursement, but it is silent about the other types of damages and remedies sought by Plaintiffs. In sum, Recall 24V-436 does not resolve the Defect. Moreover, many of Plaintiffs themselves have no record of having ever received a recall notice related to the rear camera.

363. To date, FCA has not been able to provide an adequate repair for the Defect, and Plaintiffs and Class Members do not know whether FCA can provide an adequate repair for the Defect. As such, and without the benefit of discovery, it is for all practical purposes impossible to know at this time whether a remedy at law or in equity will provide the appropriate full relief for Plaintiffs and Class Members. As a result, Plaintiffs, at this stage of the litigation, seek both restitution and a remedy at law, where the claims so permit. Further, Plaintiffs seek an injunction enjoining FCA from allowing the selling or leasing the Vehicles without notice that they are subject to the Defect (as long as the Defect remains)..

### **CLASS ACTION ALLEGATIONS**

364. This action is brought, and may properly proceed, as a class action, pursuant to Rule 23 of the Federal Rules of Civil Procedure.

365. Plaintiffs seek certification of the following classes (together the “Class”):

**Nationwide Class**

All persons residing in the United States who purchased or leased a Class Vehicle equipped with a defective Uconnect 5 infotainment system.

In the alternative to the Nationwide Class, Plaintiffs seek to represent each of the following state-wide classes (collectively, the “State Classes”):

**Florida Class**

All persons who purchased or leased a Class Vehicle equipped with a defective Uconnect 5 infotainment system in the State of Florida.

**Massachusetts Class**

All persons who purchased or leased a Class Vehicle equipped with a defective Uconnect 5 infotainment system in the Commonwealth of Massachusetts.

**New Jersey Class**

All persons who purchased or leased a Class Vehicle equipped with a defective Uconnect 5 infotainment system in the State of New Jersey.

**New York Class**

All persons who purchased or leased a Class Vehicle equipped with a defective Uconnect 5 infotainment system in the State of New York.

**Oregon Class**

All persons who purchased or leased a Class Vehicle equipped with a defective Uconnect 5 infotainment system in the State of Oregon.

**Pennsylvania Class**

All persons who purchased or leased a Class Vehicle equipped with a defective Uconnect 5 infotainment system in the Commonwealth of Pennsylvania.

**Tennessee Class**

All persons who purchased or leased a Class Vehicle equipped with a defective Uconnect 5 infotainment system in the State of Tennessee.

**Texas Class**

All persons who purchased or leased a Class Vehicle equipped with a defective Uconnect 5 infotainment system in the State of Texas.

**Michigan Class**

All persons who purchased or leased a Class Vehicle equipped with a defective Uconnect 5 infotainment system in the State of Michigan.

**Illinois Class**

All persons who purchased or leased a Class Vehicle equipped with a defective Uconnect 5 infotainment system in the State of Illinois.

**California Class**

All persons who purchased or leased a Class Vehicle equipped with a defective Uconnect 5 infotainment system in the State of California.

**Washington Class**

All persons who purchased or leased a Class Vehicle equipped with a defective Uconnect 5 infotainment system in the State of Washington.

366. Excluded from the Class are FCA and its affiliates, officers, and directors; persons or entities that purchased the Vehicles for resale; and the Judge(s) assigned to this case. Plaintiffs reserve the right to modify, change, or expand the class definitions if discovery and/or further investigation reveal that they should be expanded or otherwise modified.

367. Plaintiffs reserve the right, subject to additional information obtained through further investigation and discovery, to amend, expand, or narrow the foregoing definition of the Class or the State Classes.

368. **Numerosity**: The Class is so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the

Class is unknown at this time, such information being in the sole possession of FCA and obtainable only through the discovery process, Plaintiffs believe, and on that basis allege, that millions of impacted Vehicles have been sold and leased nationwide.

369. **Existence/Predominance of Common Questions of Fact and Law:**

Common questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting individual Class Members. These common legal and factual questions include, but are not limited to:

- a. whether FCA engaged in the conduct alleged herein;
- b. whether the Uconnect systems equipped in the Vehicles are defective;
- c. whether FCA sold and leased Vehicles with pre-sale knowledge of the Defect;
- d. whether FCA knew or should have known of the Defect, and if so, how long it knew of this Defect;
- e. whether FCA knowingly failed to disclose the existence and cause of the Defect in the Vehicles;
- f. whether the Class Vehicles are unmerchantable;
- g. whether FCA breached the implied warranty of merchantability;
- h. whether FCA's conduct alleged herein violates consumer protection statutes, warranty laws, and other laws as asserted herein;



- i. whether Plaintiffs and Class Members overpaid for their Vehicles in light of the Defect;
- j. whether Plaintiffs and Class Members have suffered loss from the conduct alleged;
- k. whether Plaintiffs and Class Members are entitled to damages, including punitive damages, as a result of FCA's conduct alleged herein and, if so, the amount or proper measure of those damages; and
- l. whether Plaintiffs and Class Members are entitled to equitable relief including, but not limited to, restitution and/or injunctive relief.

370. **Typicality**: Plaintiffs' claims are typical of the claims of the Class since the Plaintiffs purchased or leased a Vehicle containing defective Uconnect systems, as did each member of the Class. Plaintiffs and Class Members were injured in the same manner by FCA's uniform course of conduct alleged herein. Plaintiffs and all Class Members have the same claims against FCA relating to the uniform conduct and uniform Defect alleged herein, and the events giving rise to Plaintiffs' claims for relief are identical to those giving rise to the claims of all Class Members. Plaintiffs and Class Members sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of FCA's wrongful conduct in selling and failing to remedy defective Class Vehicles. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all absent Class Members.

371. **Adequacy**: Plaintiffs are adequate representatives for the Class because their interests do not conflict with the interests of the Class they seek to represent. Plaintiffs have retained counsel competent and highly experienced in complex class action litigation—including consumer fraud and automobile defect class action cases—and counsel intends to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiffs and their experienced counsel.

372. **Superiority**: A class action is superior to all other available means of fair and efficient adjudication of Plaintiffs' and Class Members' claims. The injury suffered by each individual Class Member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by FCA's conduct. It would be virtually impossible for Class Members individually to redress effectively the wrongs done to them by FCA. Even if Class Members could afford such individual litigation, the court system could not. Individualized litigation presents a potential for inconsistent or contradictory judgments. Individualized litigation increases the delay and expense to all parties, and to the court system, presented by the complex legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, an economy of scale, and comprehensive supervision by a single court. Upon information and belief, individual Class Members

can be readily identified and notified based upon, *inter alia*, the records FCA maintains regarding its sales and leases of the Vehicles.

373. FCA has acted, and refuse to act, on grounds generally applicable to the Class, thereby making appropriate final equitable relief with respect to the Class as a whole.

### **CLAIMS FOR RELIEF**

#### **A. Claims Brought on Behalf of the Nationwide Class**

#### **COUNT I VIOLATION OF THE MAGNUSSON-MOSS WARRANTY ACT (On Behalf of All Plaintiffs and the Nationwide Class)**

374. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

375. Congress enacted the Magnusson-Moss Warranty Act (“MMWA”), 15 U.S.C. §§ 2301 *et seq.*, to address the widespread misuse of merchants’ express warranties and to protect consumers from deceptive warranty practices. The MMWA imposes civil liability on any “warrantor” who fails to comply with any obligation under a written or corresponding implied warranty. *Id.* § 2310(d)(1).

376. Defendant’s vehicles are “consumer products” as defined in 15 U.S.C. § 2301(1).

377. Plaintiffs and the Class are “consumers” as defined in 15 U.S.C. § 2301(3).

378. In connection with the sale and/or lease of the Class Vehicles, Defendant supplied Plaintiffs and Class Members with “written warranties” as that term is defined in 15 U.S.C. § 2301(6).

379. 15 U.S.C. § 2310(d)(1) provides that “a consumer who is damaged by the failure of the supplier, warrantor, or service contractor to comply with any obligation under [the MMWA], or a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief in any court of competent jurisdiction in any state.”

380. Defendant is a “supplier” and “warrantor” within the meaning of 15 U.S.C. § 2301(4) and (5) because the Defendant regularly sells FCA vehicles accompanied by written Limited Warranties.

381. 15 U.S.C. § 2301(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with an implied warranty.

382. Defendant provided Plaintiffs and Class Members with an implied warranty of merchantability in connection with the purchase or lease of their Class Vehicles that is an implied warranty within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(7). As a part of the implied warranty of merchantability, Defendant warranted that the Class Vehicles were fit for their ordinary purpose and would pass without objection in the trade as designed, manufactured, and marketed, and were adequately contained, packaged, and labeled.

383. Defendant breached its implied warranties, as described herein, and is therefore liable to Plaintiffs and the Class under 15 U.S.C. § 2310(d)(1). The Defect rendered the Class Vehicles unmerchantable and unfit for their ordinary use of driving when they were sold or leased, and at all times thereafter.

384. Because Defendant knew of the Defect at the time of the sale, it waived any opportunity to cure.

385. Plaintiffs and the Nationwide Class used their respective Class Vehicles in a manner consistent with their intended use and performed every duty required of them under the terms of the warranty, except as may have been excused or prevented by Defendant's conduct or by operation of law.

386. Plaintiffs and the Nationwide Class seek to recover damages resulting directly from Defendant's breach of its implied warranties and its deceitful and unlawful conduct described herein. These damages include, but are not limited to, overpayment for the Class Vehicles and/or the cost to replace or fix the Uconnect 5.

387. The amount in controversy of the Plaintiffs' individual claims meets or exceeds \$25.00 in value. In addition, the amount in controversy meets or exceeds \$50,000 in value (exclusive of interest and costs) on the basis of all claims to be determined in this lawsuit.

388. The MMWA also permits "other legal and equitable" relief. 15 U.S.C. § 2310(d)(1). Plaintiffs and the Class seek compliance of Defendant's respective

written warranties to comport with their obligations under the MMWA and with consumers' reasonable expectations. Plaintiffs and the Nationwide Class also seek to enjoin Defendant from acting unlawfully as alleged herein.

389. Plaintiffs and the Class are entitled to costs and expenses, including experts' fees and attorneys' fees in the Court's discretion. 15 U.S.C. § 2310(d)(2).

**B. Claims Brought on Behalf of the Florida Class**

**COUNT II  
VIOLATION OF FLORIDA DECEPTIVE AND  
UNFAIR TRADE PRACTICES ACT  
(Fla. Stat. § 501.201, *et seq.* ("FDUTPA"))  
(On Behalf of Plaintiffs Beatty, Brenneman, Hickman, Lake Jr. and the  
Florida Class)**

390. Plaintiffs Beatty, Brenneman, Hickman, and Lake Jr. ("Plaintiffs" for purposes of the Florida Claims) individually and for the Florida Class (the "Class" for purposes of the Florida Claims), hereby incorporate each and every allegation as though fully set forth herein.

391. Plaintiffs bring this claim on behalf of themselves and the Florida Class.

392. Plaintiffs and Class Members are "consumers" within the meaning of Fla. Stat. § 501.203 (7).

393. Defendant engages in "trade or commerce" within the meaning of Fla. Stat. § 501.203 (8) by offering for sale or lease the Class Vehicles to Plaintiffs and Class Members.

394. By failing to disclose and concealing the Defect from Plaintiffs and the Class Members, Defendant violated Fla. Stat. § 501.204 (1), by engaging in “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.”

395. Defendant’s unfair and deceptive acts or practices occurred repeatedly in Defendant’s trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

396. Defendant knew that the Uconnect 5 system was prone to malfunction since, at least, the issuance of its first generation of Uconnect, but concealed that information.

397. In the course of Defendant’s business, it willfully failed to disclose and actively concealed the Defect discussed above.

398. Defendant’s acts and practices, described herein, are unfair and in violation of Florida law, because they violate Florida public policy and warranty laws requiring a manufacturer to ensure that goods it places on the market are fit for their ordinary and intended purposes.

399. Defendant advertised, marketed, and sold the Class Vehicles as set forth herein. Thus, Defendant wrongfully:

- a. knowingly, intentionally, and/or recklessly omitted, suppressed, and/ or concealed the true value of the Class Vehicles;

- b. engaged in unconscionable, false, misleading, and/or deceptive acts and/or practices in the conduct of trade or commerce—marketing, advertising, and selling the Class Vehicles;
- c. advertised the Class Vehicles with intent not to sell them as advertised; and
- d. failed to make repairs or made repairs and provided replacements that caused Plaintiffs and the Class Members to experience repeated instances of failure, rendering the New Vehicle Limited Warranty useless.

400. Defendant had a duty to Plaintiffs and the Class Members, to disclose the Defect because it has the superior position to know the true state of facts about the safety defect in the Class Vehicles' Uconnect systems.

401. As a result of Defendant's conduct, Plaintiffs and the Class Members, were harmed and suffered damages in that the Class Vehicles experienced and may continue to experience the Defect.

402. Plaintiffs and the Class Members, are entitled to equitable relief, damages, including the diminished value of their Class Vehicles, attorneys' fees and costs, and any other relief provided by law.



**COUNT III**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Fla. Stat. § 672.314)**  
**(On Behalf of Plaintiffs Beatty, Brenneman, Hickman, Lake Jr. and the**  
**Florida Class)**

403. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

404. Plaintiffs Beatty, Brenneman, Hickman, Lake Jr. bring this claim on behalf of themselves and the Florida Class.

405. FCA is a “merchant” within the meaning of Fla. Stat. § 672.104, and a “seller” of motor vehicles within the meaning of Fla. Stat. § 672.103(d).

406. Under Florida law, an implied warranty of merchantability attaches to the Class Vehicles. Fla. Stat. § 672.314.

407. A warranty that the Class Vehicles were in merchantable quality and condition is implied by law in transactions for the purchase and lease of the Class Vehicles. FCA impliedly warranted that the Class Vehicles were of good and merchantable condition and quality, fit for their ordinary intended use, including with respect to safety, reliability, operability, and substantial freedom from defects.

408. The Class Vehicles, when sold and leased, and at all times thereafter, were not in merchantable condition, are not fit for the ordinary purpose for which vehicles are used, and fall short of a minimum expectation of quality. Specifically, the Vehicles are inherently defective in that the Uconnect infotainment systems—a

central component to the Vehicles that go to the Vehicles' core functionality—are prone to a multitude of operational issues due to a common defect. The Uconnect system Defect renders the Class Vehicles unmerchantable.

409. FCA was provided notice of the issues complained of herein by numerous consumer complaints made against it, the instant lawsuit, and Plaintiffs' pre-suit demand letter, within a reasonable amount of time.

410. Plaintiffs and the other Class Members have had sufficient direct dealings with FCA to establish privity of contract between FCA on one hand, and Plaintiffs and each of the Class Members on the other hand. Nonetheless, privity is not required here because Plaintiffs and each of the Class Members are the intended third-party beneficiaries of contracts between FCA and its dealers and, specifically, of FCA's implied warranties. The dealers were not intended to be the ultimate consumers of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit the consumers only.

411. As a direct and proximate result of the breach of said warranties, Plaintiffs and Class Members were injured, and are entitled to damages.

**COUNT IV**  
**COMMON LAW FRAUD/FRAUDULENT OMISSION**  
**(Florida Common Law)**  
**(On Behalf of Plaintiffs Beatty, Brenneman, Hickman, Lake Jr. and the**  
**Florida Class)**

412. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

413. Plaintiffs bring this claim on behalf of themselves and the Florida Class.

414. FCA actively, intentionally, and knowingly concealed, suppressed, and/or omitted material facts including the existence of the Defect and the standard, quality, or grade of the Class Vehicles, and the fact that the Class Vehicles contain a Defect and corresponding safety risk, with the intent that Plaintiffs and Class Members rely on FCA's omissions. As a direct result of the FCA's fraudulent conduct, as alleged herein, Plaintiffs and members of the Class have suffered actual damages.

415. FCA knew at the time of sale or lease and thereafter that the Class Vehicles contained the Defect, omitted material information about the safety of the Class Vehicles, actively concealed the Defect, and never intended to adequately and permanently repair the Defect during the warranty periods. To date, FCA has not provided Plaintiffs and Class Members with an adequate repair or remedy for the Defect.

416. FCA made material omissions concerning a presently existing or past

fact. For example, FCA did not fully and truthfully disclose to its customers the true nature of the inherent Defect. A reasonable consumer would have expected that the Uconnect infotainment system in the Class Vehicles would not be defective and pose a serious safety risk.

417. The facts concealed or not disclosed by FCA to Plaintiffs and Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease Class Vehicles or pay a lesser price.

418. FCA had a duty to disclose the true performance of the Class Vehicles because knowledge of the Defect and its details were known and/or accessible only to FCA; FCA had superior and exclusive knowledge and access to the facts; and FCA knew the facts were not known to, or reasonably discoverable by, Plaintiffs and Class Members. FCA also had a duty to disclose because they made many general affirmative representations about the qualities of their vehicles, including references as to safety and general operability, which were misleading, deceptive, and incomplete without the disclosure of the additional facts set forth above regarding the actual performance of the Class Vehicles.

419. Had Plaintiffs and the Class known about the defective nature of the Class Vehicles, they would not have purchased or leased the Class Vehicles or would have paid less for them.

420. As a result, Plaintiffs and the other Class Members were fraudulently induced to lease and/or purchase the Class Vehicles with Defect and all the resulting problems.

421. These omissions were made by FCA with knowledge of their falsity, and with the intent that Plaintiffs and Class Members rely upon them.

422. Plaintiffs and Class Members reasonably relied on FCA's omissions and suffered damages as a result. To the extent that FCA's conduct was willful, oppressive, or malicious, Plaintiffs and Class Members are entitled to punitive damages.

**COUNT V**  
**UNJUST ENRICHMENT**  
**(Florida Common Law)**  
**(On Behalf of Plaintiffs f Beatty, Brenneman, Hickman, Lake Jr. and the**  
**Florida Class)**

423. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

424. Plaintiffs bring this claim on behalf of themselves and the Florida Class.

425. This claim is pleaded in the alternative to the other claims set forth herein pursuant to Fed. R. Civ. P. 8(d)(2).

426. As the intended and expected result of its conscious wrongdoing, FCA has profited and benefited from the purchase and lease of Class Vehicles equipped with defective Uconnect systems.

427. FCA has voluntarily accepted and retained these profits and benefits, with full knowledge and awareness that, as a result of FCA's misconduct alleged herein, Plaintiffs and the Class were not receiving Class Vehicles of the quality, nature, fitness, or value that had been represented by FCA, and that a reasonable consumer would expect. Specifically, Plaintiffs and the Class members expected that when they purchased or leased Class Vehicles, they would not be equipped with a defective infotainment system.

428. FCA has been unjustly enriched by its fraudulent, deceptive, unlawful, and unfair conduct, and withholding of benefits and unearned monies from Plaintiffs and the Class, at the expense of these parties.

429. Equity and good conscience militate against permitting FCA to retain these profits and benefits.

**C. Claims Brought on Behalf of the Massachusetts Class**

**COUNT VI  
VIOLATIONS OF MASS. GEN. L. CH. 93A  
(On Behalf of Plaintiff McNeely, Baleanu, and the Massachusetts Class)**

430. Plaintiffs incorporates by reference each preceding and succeeding paragraph as though fully set forth at length herein.

431. Plaintiffs McNeely and Baleanu ("Plaintiffs" for purposes of the Massachusetts Claims) bring this claim on behalf of themselves and the Massachusetts Class (the "Class" for purposes of the Massachusetts Claims).

432. The Massachusetts Regulation of Business Practice and Consumer Protection Act prohibits unfair and deceptive acts or practices in the conduct of trade or commerce. Mass. Gen. L. ch. 93A, § 2(a).

433. FCA, Plaintiffs, and Class Members are “persons” within the meaning of ch. 93A, § 1(b).

434. FCA engaged in “trade” or “commerce” within the meaning of ch. 93A, § 1(b).

435. Plaintiffs and other Class Members are consumers who purchased or leased a Class Vehicle for end use and not for resale.

436. FCA’s conduct, as described above, in misrepresenting the Class Vehicles’ features, while omitting the fact that the Class Vehicles contained defective Uconnect systems, constitutes an unfair and deceptive practice and was likely to mislead a reasonable consumer.

437. A reasonable consumer would consider the functionality of an infotainment system in a Vehicle, and defective infotainment systems, to be important when making a decision whether to purchase or lease a Class Vehicle. The disclosure of the Defect would have influenced prospective buyers not to enter into transactions.

438. FCA knew before the time of sale to Plaintiffs and the other Class Members, or earlier, that Class Vehicles were equipped with defective infotainment

systems that posed a safety threat to drivers, passengers, and everyone else sharing the road with the Class Vehicles. Through knowledge of manufacture and production of the infotainment systems/head units, internal product testing, consumer complaints, and past experience, FCA learned of the Defect. The existence and ubiquity of the Defect is illustrated by the numerous publicized consumer complaints and disputes.

439. FCA's conduct in refusing to perform the necessary repairs to Plaintiffs' and Class Members' Vehicles constituted unfair conduct within the meaning of ch. 93A, § 2.

440. FCA's practices offend public policy, are immoral, unethical, oppressive, and unscrupulous, cause substantial injury to consumers, and pose a risk to public safety.

441. FCA's conduct, as alleged herein, is in violation of at least the following regulations promulgated by the Massachusetts Attorney General under ch. 93A:

- a. 940 C.M.R. § 3.02 (prohibiting, among other things, statements or illustrations used in advertisements which create a false impression of the grade, quality, value, or usability of the product offered);
- b. 940 C.M.R. § 3.05(1) (prohibiting claims or representations "made by any means concerning a product which, directly, or by implication, or by failure to adequately disclose additional relevant information, has



the capacity or tendency or effect of deceiving buyers or prospective buyers in any material respect”);

- c. 940 C.M.R. § 3.08(2) (providing that it “shall be an unfair and deceptive act or practice to fail to perform or fulfill any promises or obligation arising under a warranty”); and
- d. 940 C.M.R. § 3.16(2) (providing that it is a violation of ch. 93A, § 2 to “fail to disclose to a buyer or prospective buyer any fact, the disclosure of which may have influenced the buyer or prospective buyer to enter into the transaction”).

442. As a direct and proximate result of FCA’s unfair and deceptive conduct, as alleged herein, Plaintiffs and the other Class Members have suffered injury-in-fact, including the following:

- a. Plaintiffs and the other Class Members, in purchasing or leasing the Vehicles, received cars worth less than as represented;
- b. Plaintiffs and the other Class Members suffered diminution in value of the Vehicles due to the existence of the Defect in their Vehicles; and
- c. Plaintiffs and the other Class Members were faced with the choice or repairing their Vehicles at substantial cost and inconvenience or being without their Vehicles at substantial cost and inconvenience.

443. As a result of FCA’s unfair and deceptive conduct in violation of ch. 93A,

Plaintiffs and the other Class members have suffered actual damages, including the additional cost they paid for a vehicle with a working and defect-free Uconnect system, diminution in value of the Class Vehicles, out-of-pocket losses related to repairing, maintaining, and servicing their defective Class Vehicles, costs associated with arranging and obtaining alternative means of transportation, and other incidental and consequential damages recoverable under the law.

444. Had Plaintiffs and the other Class Members been aware of the omitted and misrepresented facts, i.e., that the Vehicles they purchased and leased were defective, Plaintiffs and the other Class Members would not have purchased and leased the Vehicles or would have paid significantly less for them than they actually paid.

445. On April 22, 2024, Plaintiff McNeely sent to FCA a written demand for relief pursuant to ch. 93A, § 9(3). This demand letter was served on FCA on or around April 28, 2024. To date, FCA failed to make a reasonable offer of relief in response to the demand.

446. On August 21, 2024, Plaintiff Baleanu sent to FCA a written demand for relief pursuant to ch. 93A, § 9(3). This demand letter was served on FCA on or around August 20, 2024. To date, FCA failed to make a reasonable offer of relief in response to the demand.

447. Pursuant to Mass. Gen. Law, ch. 93A, § 9, Plaintiffs and the other Class

Members seek monetary relief measured as the greater of (a) actual damages in an amount to be determined at trial; and (b) statutory damages in the amount of \$25 for each violation. Because FCA's conduct was committed willfully and knowingly, Plaintiffs and the other Class Members are entitled to recover up to three times their actual damages, but no less than two times actual damages.

448. Plaintiffs and the other Class Members also seek an order directing FCA to correct its violations by repairing or replacing the defective Uconnect systems in all Vehicles.

## **COUNT VII**

### **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**

**(Alm Gl. Ch. 106, § 2-314)**

**(On Behalf of Plaintiff McNeely, Baleanu, and the Massachusetts Class)**

449. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

450. Plaintiff McNeely and Baleanu bring this claim on behalf of themselves and the Massachusetts Class.

451. FCA is a "merchant" with respect to motor vehicles under ALM GL Ch. 106, § 2-104(1).

452. A warranty that the Class Vehicles were in merchantable quality and condition is implied by law in transactions for the purchase and lease of the Class Vehicles under ALM GL Ch. 106, § 2-314. FCA impliedly warranted that the Class

Vehicles were of good and merchantable condition and quality, fit for their ordinary intended use, including with respect to safety, reliability, operability, and substantial freedom from defects.

453. The Class Vehicles, when sold and leased, and at all times thereafter, were not in merchantable condition, are not fit for the ordinary purpose for which vehicles are used, and fall short of a minimum expectation of quality. Specifically, the Vehicles are inherently defective in that the Uconnect infotainment systems—a central component to the Vehicles that go to the Vehicles’ core functionality—are prone to a multitude of operational issues due to a common defect. The Uconnect system Defect renders the Class Vehicles unmerchantable.

454. FCA was provided notice of the issues complained of herein by numerous consumer complaints made against it, the instant lawsuit, and Plaintiffs’ pre-suit demand letter, within a reasonable amount of time.

455. Plaintiffs and the other Class Members have had sufficient direct dealings with FCA to establish privity of contract between FCA on one hand, and Plaintiffs and each of the Class Members on the other hand. Nonetheless, privity is not required here because Plaintiffs and each of the Class Members are the intended third-party beneficiaries of contracts between FCA and its dealers and, specifically, of FCA’s implied warranties. The dealers were not intended to be the ultimate consumers of the Class Vehicles and have no rights under the warranty agreements provided with

the Class Vehicles; the warranty agreements were designed for and intended to benefit the consumers only.

456. As a direct and proximate result of the breach of said warranties, Plaintiffs and Class Members were injured, and are entitled to damages.

**COUNT VIII**  
**COMMON LAW FRAUD/FRAUDULENT OMISSION**  
**(Massachusetts Common Law)**  
**(On Behalf of Plaintiff McNeely, Baleanu, and the Massachusetts Class)**

457. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

458. Plaintiffs bring this claim on behalf of themselves and the Massachusetts Class.

459. FCA actively, intentionally, and knowingly concealed, suppressed, and/or omitted material facts including the existence of the Defect and the standard, quality, or grade of the Class Vehicles, and the fact that the Class Vehicles contain a Defect and corresponding safety risk, with the intent that Plaintiffs and Class Members rely on FCA's omissions. As a direct result of the FCA's fraudulent conduct, as alleged herein, Plaintiff and members of the Class have suffered actual damages.

460. FCA knew at the time of sale or lease and thereafter that the Class Vehicles contained the Defect, omitted material information about the safety of the Class Vehicles, actively concealed the Defect, and never intended to adequately and

permanently repair the Defect during the warranty periods. To date, FCA has not provided Plaintiffs and Class Members with an adequate repair or remedy for the Defect.

461. FCA made material omissions concerning a presently existing or past fact. For example, FCA did not fully and truthfully disclose to its customers the true nature of the inherent Defect. A reasonable consumer would have expected that the Uconnect infotainment system in the Class Vehicles would not be defective and pose a serious safety risk.

462. The facts concealed or not disclosed by FCA to Plaintiffs and Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease Class Vehicles or pay a lesser price.

463. FCA had a duty to disclose the true performance of the Class Vehicles because knowledge of the Defect and its details were known and/or accessible only to FCA; FCA had superior and exclusive knowledge and access to the facts; and FCA knew the facts were not known to, or reasonably discoverable by, Plaintiffs and Class Members. FCA also had a duty to disclose because they made many general affirmative representations about the qualities of their vehicles, including references as to safety and general operability, which were misleading, deceptive, and incomplete without the disclosure of the additional facts set forth above regarding the

actual performance of the Class Vehicles.

464. Had Plaintiffs and the Class known about the defective nature of the Class Vehicles, they would not have purchased or leased the Class Vehicles or would have paid less for them.

465. As a result, Plaintiffs and the other Class Members were fraudulently induced to lease and/or purchase the Class Vehicles with Defect and all the resulting problems.

466. These omissions were made by FCA with knowledge of their falsity, and with the intent that Plaintiffs and Class Members rely upon them.

467. Plaintiffs and Class Members reasonably relied on FCA's omissions and suffered damages as a result. To the extent that FCA's conduct was willful, oppressive, or malicious, Plaintiffs and Class Members are entitled to punitive damages.

**COUNT IX**  
**UNJUST ENRICHMENT**  
**(Massachusetts Common Law)**  
**(On Behalf of Plaintiff McNeely, Baleanu, and the Massachusetts Class)**

468. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

469. Plaintiff McNeely and Baleanu bring this claim on behalf of themselves and the Massachusetts Class.

470. This claim is pleaded in the alternative to the other claims set forth herein

pursuant to Fed. R. Civ. P. 8(d)(2).

471. As the intended and expected result of its conscious wrongdoing, FCA has profited and benefited from the purchase and lease of Class Vehicles equipped with defective Uconnect systems.

472. FCA has voluntarily accepted and retained these profits and benefits, with full knowledge and awareness that, as a result of FCA's misconduct alleged herein, Plaintiffs and the Class were not receiving Class Vehicles of the quality, nature, fitness, or value that had been represented by FCA, and that a reasonable consumer would expect. Specifically, Plaintiffs and the Class members expected that when they purchased or leased Class Vehicles, they would not be equipped with a defective infotainment system.

473. FCA has been unjustly enriched by its fraudulent, deceptive, unlawful, and unfair conduct, and withholding of benefits and unearned monies from Plaintiffs and the Class, at the expense of these parties.

474. Equity and good conscience militate against permitting FCA to retain these profits and benefits.



**D. Claims Brought on Behalf of the New Jersey Class**

**COUNT X  
VIOLATIONS OF THE NEW JERSEY CONSUMER FRAUD ACT  
N.J. Stat. Ann. §§ 56:8-1, *et seq.* (“NJCFA”)  
(On Behalf of Plaintiff Sheridan and the New Jersey Class)**

475. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

476. This claim is brought by Plaintiff Sheridan (“Plaintiff” for purposes of the New Jersey Claims) on behalf of the New Jersey Class (the “Class” for purposes of the New Jersey Claims).

477. The NJCFA protects consumers against “any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale or advertisement of any merchandise . . . .” N.J. Stat. Ann. § 56:8-2.

478. At all relevant times, FCA conducted trade and commerce in New Jersey within the meaning of the NJCFA.

479. FCA violated the NJCFA by engaging in at least the following unconscionable, fraudulent, and/or deceptive trade practices:

- a. affirmatively representing that the Class Vehicles are safe and reliable, and that FCA would ensure proper performance of the Vehicles, despite knowledge about the Defect;
- b. omitting and concealing the Defect, which was known to FCA prior to sale, as alleged herein;
- c. selling Class Vehicles with pre-sale knowledge of the Defect;
- d. failing to provide adequate warranty relief and repairs; and
- e. forcing consumers to incur expenses caused by the Defect.

480. Plaintiff and the Class Members reasonably expected that the Class Vehicles would not be defective. Further, Plaintiff and the Class Members reasonably expected FCA to honor its warranty obligations as represented to them at the time they purchased or leased their Class Vehicles.

481. FCA knew, or, in the exercise of diligence, should have known, that the Class Vehicles contain a defect, posed a safety risk, and were not suitable for their intended and/or expected use. FCA also knew that attempted repairs and fixes would not remedy or eliminate the Defect.

482. In failing to disclose and omitting the Defect, FCA omitted material facts it was under a duty to disclose.

483. The injury to consumers by this conduct greatly outweighs any alleged countervailing benefit to consumers or competition under all the circumstances.

484. Had Plaintiff and the Class Members known about the Defect at the time of purchase, including the safety hazard posed by the Defect and the monetary cost of repair, or the true effect of FCA's warranty, they would not have bought the Vehicles or would have paid much less for them.

485. Had Plaintiff and the Class Members been adequately notified by FCA about the Defect, they would not have purchased or leased the Class Vehicles, or they would have paid less for them.

486. As a direct and proximate result of FCA's actions, Plaintiff and the Class Members have suffered economic damages including, but not limited to, repair costs, loss of use of the Class Vehicles, substantial losses in value and resale value of the Class Vehicles, out-of-pocket expenses (e.g., rental cars, etc.), and other damages.

487. Pursuant to N.J. Stat. Ann. § 56:8-19, Plaintiff and the Class request monetary damages, trebled, punitive damages, injunctive and equitable relief, reasonable attorneys' fees, filing fees, and costs of suit.

488. Pursuant to N.J. Stat. Ann. § 56:8-20, Plaintiff will serve the New Jersey Attorney General with a copy of this Complaint within 10 days of filing.

## **COUNT XI**

### **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (N.J. Stat. Ann. § 12A:2-314) (On Behalf of Plaintiff Sheridan and the New Jersey Class)**

489. Plaintiffs incorporate by reference each preceding and succeeding

paragraph as though fully set forth at length herein.

490. Plaintiff Sheridan brings this claim on behalf of herself and the New Jersey Class.

491. FCA is a “merchant” and “seller” of motor vehicles and the Class Vehicles are “goods” under New Jersey law. N.J. Stat. Ann. § 12A:2-104(1).

492. Under New Jersey law, an implied warranty of merchantability attaches to the Class Vehicles under N.J. Stat. Ann. § 12A:2-104(1).

493. A warranty that the Class Vehicles were in merchantable quality and condition is implied by law in transactions for the purchase and lease of the Class Vehicles. FCA impliedly warranted that the Class Vehicles were of good and merchantable condition and quality, fit for their ordinary intended use, including with respect to safety, reliability, operability, and substantial freedom from defects.

494. The Class Vehicles, when sold and leased, and at all times thereafter, were not in merchantable condition, are not fit for the ordinary purpose for which vehicles are used, and fall short of a minimum expectation of quality. Specifically, the Vehicles are inherently defective in that the Uconnect infotainment systems—a central component to the Vehicles that go to the Vehicles’ core functionality—are prone to a multitude of operational issues due to a common defect. The Uconnect system Defect renders the Class Vehicles unmerchantable.

495. FCA was provided notice of the issues complained of herein by

numerous consumer complaints made against it, the instant lawsuit, and Plaintiff's pre-suit demand letter, within a reasonable amount of time.

496. Plaintiff and the other Class Members have had sufficient direct dealings with FCA to establish privity of contract between FCA on one hand, and Plaintiff and each of the Class Members on the other hand. Nonetheless, privity is not required here because Plaintiff and each of the Class Members are the intended third-party beneficiaries of contracts between FCA and its dealers and, specifically, of FCA's implied warranties. The dealers were not intended to be the ultimate consumers of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit the consumers only.

497. As a direct and proximate result of the breach of said warranties, Plaintiff and Class Members were injured, and are entitled to damages.

**COUNT XII**  
**COMMON LAW FRAUD/FRAUDULENT OMISSION**  
**(New Jersey Common Law)**  
**(On Behalf of Plaintiff Sheridan and the New Jersey Class)**

498. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully set forth at length herein.

499. Plaintiff brings this claim on behalf of herself and the New Jersey Class.

500. FCA actively, intentionally, and knowingly concealed, suppressed, and/or omitted material facts including the existence of the Defect and the standard,

quality, or grade of the Class Vehicles, and the fact that the Class Vehicles contain a Defect and corresponding safety risk, with the intent that Plaintiff and Class Members rely on FCA's omissions. As a direct result of the FCA's fraudulent conduct, as alleged herein, Plaintiff and members of the Class have suffered actual damages.

501. FCA knew at the time of sale or lease and thereafter that the Class Vehicles contained the Defect, omitted material information about the safety of the Class Vehicles, actively concealed the Defect, and never intended to adequately and permanently repair the Defect during the warranty periods. To date, FCA has not provided Plaintiff and Class Members with an adequate repair or remedy for the Defect.

502. FCA made material omissions concerning a presently existing or past fact. For example, FCA did not fully and truthfully disclose to its customers the true nature of the inherent Defect. A reasonable consumer would have expected that the Uconnect infotainment system in the Class Vehicles would not be defective and pose a serious safety risk.

503. The facts concealed or not disclosed by FCA to Plaintiff and Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease Class Vehicles or pay a lesser price.

504. FCA had a duty to disclose the true performance of the Class Vehicles

because knowledge of the Defect and its details were known and/or accessible only to FCA; FCA had superior and exclusive knowledge and access to the facts; and FCA knew the facts were not known to, or reasonably discoverable by, Plaintiff and Class Members. FCA also had a duty to disclose because they made many general affirmative representations about the qualities of their vehicles, including references as to safety and general operability, which were misleading, deceptive, and incomplete without the disclosure of the additional facts set forth above regarding the actual performance of the Class Vehicles.

505. Had Plaintiff and the Class known about the defective nature of the Class Vehicles, they would not have purchased or leased the Class Vehicles or would have paid less for them.

506. As a result, Plaintiff and the other Class Members were fraudulently induced to lease and/or purchase the Class Vehicles with Defect and all the resulting problems.

507. These omissions were made by FCA with knowledge of their falsity, and with the intent that Plaintiff and Class Members rely upon them.

508. Plaintiff and Class Members reasonably relied on FCA's omissions and suffered damages as a result. To the extent that FCA's conduct was willful, oppressive, or malicious, Plaintiff and Class Members are entitled to punitive damages.

**COUNT XIII**  
**UNJUST ENRICHMENT**  
**(New Jersey Common Law)**  
**(On Behalf of Plaintiff Sheridan and the New Jersey Class)**

509. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully set forth at length herein.

510. Plaintiff brings this claim on behalf of herself and the New Jersey Class.

511. This claim is pleaded in the alternative to the other claims set forth herein pursuant to Fed. R. Civ. P. 8(d)(2).

512. As the intended and expected result of its conscious wrongdoing, FCA has profited and benefited from the purchase and lease of Class Vehicles equipped with defective Uconnect systems.

513. FCA has voluntarily accepted and retained these profits and benefits, with full knowledge and awareness that, as a result of FCA's misconduct alleged herein, Plaintiff and the Class were not receiving Class Vehicles of the quality, nature, fitness, or value that had been represented by FCA, and that a reasonable consumer would expect. Specifically, Plaintiff and the Class members expected that when they purchased or leased Class Vehicles, they would not be equipped with a defective infotainment system.

514. FCA has been unjustly enriched by its fraudulent, deceptive, unlawful, and unfair conduct, and withholding of benefits and unearned monies from Plaintiff and the Class, at the expense of these parties.



515. Equity and good conscience militate against permitting FCA to retain these profits and benefits.

**E. Claims Brought on Behalf of the New York Class**

**COUNT XIV  
VIOLATIONS OF THE NEW YORK DECEPTIVE TRADE  
PRACTICES ACT  
New York Gen. Bus. Law § 349  
(On Behalf of Plaintiff Marcello and the New York Class)**

516. Plaintiff Marcello, individually and for the New York Class, hereby incorporates each and every allegation as though full set forth herein.

517. Plaintiff Marcello (“Plaintiff” for purposes of the New York Claims) brings this claim on behalf of the New York Class (the “Class” for purposes of the New York Claims).

518. The New York Deceptive Trade Practices Act prohibits unfair and deceptive acts or practices in the conduct of trade or commerce. New York Gen. Bus. Law § 349.

519. Plaintiffs and Class Members are “persons” within the meaning of Gen. Bus. Law § 349(h).

520. FCA engaged in “business,” “trade,” or “commerce” within the meaning of Gen. Bus. Law § 349(a).

521. Plaintiff and other Class Members are consumers who purchased or leased a Class Vehicle for end use and not for resale.

522. FCA's conduct, as described above, in misrepresenting the Class Vehicles' features, while omitting the fact that Class Vehicles contained defective Uconnect systems, constitutes an unfair and deceptive practice and was likely to mislead a reasonable consumer.

523. A reasonable consumer would consider the functionality of an infotainment system in a Vehicle, and defective infotainment systems, to be important when making a decision about whether to purchase or lease a Vehicle. The disclosure of the Defect would have influenced prospective buyers not to enter into transactions.

524. FCA knew before the time of sale to Plaintiff and the other Class Members, or earlier, that Class Vehicles were equipped with defective infotainment systems that posed a safety threat to drivers, passengers, and everyone else sharing the road with the Class Vehicles. Through knowledge of manufacture and production of the infotainment systems/head units, internal product testing, consumer complaints, and past experience, FCA learned of the Defect. The existence and ubiquity of the Defect is illustrated by the numerous publicized consumer complaints and disputes.

525. FCA's conduct in refusing to perform the necessary repairs to Plaintiff's and New York Class Members' Class Vehicles constituted unfair conduct within the meaning of Gen. Bus. Law § 349(a) and (g).

526. As a direct and proximate result of FCA's unfair and deceptive conduct, as alleged herein, Plaintiff and the other Class Members have suffered injury-in-fact, including the following:

- a. Plaintiff and the other Class Members, in purchasing or leasing the Vehicles, received cars worth less than as represented;
- b. Plaintiff and the other Class Members suffered diminution in value of the Vehicles due to the existence of the Defect in their Vehicles; and
- c. Plaintiff and the other Class Members were faced with the choice of repairing their Vehicles at substantial cost and inconvenience or being without their vehicles at substantial cost and inconvenience.

527. As a result of FCA's unfair and deceptive conduct in violation of Gen. Bus. Law § 349, Plaintiff and the other Class Members have suffered actual damages, including the additional cost they paid for a vehicle with a working and defect-free Uconnect system, diminution in value of the Vehicles, out-of-pocket losses related to repairing, maintaining, and servicing their defective Class Vehicles, costs associated with arranging and obtaining alternative means of transportation, and other incidental and consequential damages recoverable under the law.

528. Had Plaintiff and the other Class Members been aware of the omitted and misrepresented facts, i.e., that the Class Vehicles they purchased and leased were defective, Plaintiff and the other Class Members would not have purchased and

leased the Class Vehicles or would have paid significantly less for them than they actually paid.

529. As a direct and proximate result of FCA's violations of Gen. Bus. Law § 349, Plaintiff and the Class have suffered actual, concrete, and imminent injuries. Plaintiff and the other Class Members seek monetary relief measured as the greater of (a) actual damages in an amount to be determined at trial; and (b) statutory damages in the amount of \$50 for each violation. Because FCA's conduct was committed willfully and knowingly, Plaintiff and each of the other Class Members are entitled to recover up to three times their actual damages, but no more than \$1,000.

530. Plaintiff and the other Class Members also seek an order directing FCA to correct its violations by repairing or replacing the defective Uconnect systems in all Class Vehicles.

## **COUNT XV**

### **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (N.Y. U.C.C. §§ 2-314 and 2A-212) (On Behalf of Plaintiff Marcello and the New York Class)**

531. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

532. Plaintiff Marcello brings this claim on behalf of herself and the New York Class.

533. FCA is a “merchant” with respect to motor vehicles under N.Y. UCC Law §§ 11-2-104(1), and a “seller” of motor vehicles under § 2-103(1)(d).

534. A warranty that the Class Vehicles were in merchantable quality and condition is implied by law in transactions for the purchase and lease of the Class Vehicles under N.Y. UCC Law §§ 2-314 and 2A-212. FCA impliedly warranted that the Class Vehicles were of good and merchantable condition and quality, fit for their ordinary intended use, including with respect to safety, reliability, operability, and substantial freedom from defects.

535. The Class Vehicles, when sold and leased, and at all times thereafter, were not in merchantable condition, are not fit for the ordinary purpose for which vehicles are used, and fall short of a minimum expectation of quality. Specifically, the Vehicles are inherently defective in that the Uconnect infotainment systems—a central component to the Vehicles that go to the Vehicles’ core functionality—are prone to a multitude of operational issues due to a common defect. The Uconnect system Defect renders the Class Vehicles unmerchantable.

536. FCA was provided notice of the issues complained of herein by numerous consumer complaints made against it, the instant lawsuit, and Plaintiffs’ pre-suit demand letter, within a reasonable amount of time.

537. Plaintiff and the other Class Members have had sufficient direct dealings with FCA to establish privity of contract between FCA on one hand, and Plaintiff and

each of the Class Members on the other hand. Nonetheless, privity is not required here because Plaintiffs and each of the Class Members are the intended third-party beneficiaries of contracts between FCA and its dealers and, specifically, of FCA's implied warranties. The dealers were not intended to be the ultimate consumers of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit the consumers only.

538. As a direct and proximate result of the breach of said warranties, Plaintiff and Class Members were injured, and are entitled to damages.

**COUNT XVI**  
**COMMON LAW FRAUD/FRAUDULENT OMISSION**  
**(New York Common Law)**  
**(On Behalf of Plaintiff Marcello and the New York Class)**

539. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully set forth at length herein.

540. Plaintiff Marcello bring this claim on behalf of herself and the New York Class.

541. FCA actively, intentionally, and knowingly concealed, suppressed, and/or omitted material facts including the existence of the Defect and the standard, quality, or grade of the Class Vehicles, and the fact that the Class Vehicles contain a Defect and corresponding safety risk, with the intent that Plaintiffs and Class Members rely on FCA's omissions. As a direct result of the FCA's fraudulent

conduct, as alleged herein, Plaintiffs and members of the Class have suffered actual damages.

542. FCA knew at the time of sale or lease and thereafter that the Class Vehicles contained the Defect, omitted material information about the safety of the Class Vehicles, actively concealed the Defect, and never intended to adequately and permanently repair the Defect during the warranty periods. To date, FCA has not provided Plaintiff and Class Members with an adequate repair or remedy for the Defect.

543. FCA made material omissions concerning a presently existing or past fact. For example, FCA did not fully and truthfully disclose to its customers the true nature of the inherent Defect. A reasonable consumer would have expected that the Uconnect infotainment system in the Class Vehicles would not be defective and pose a serious safety risk.

544. The facts concealed or not disclosed by FCA to Plaintiff and Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease Class Vehicles or pay a lesser price.

545. FCA had a duty to disclose the true performance of the Class Vehicles because knowledge of the Defect and its details were known and/or accessible only to FCA; FCA had superior and exclusive knowledge and access to the facts; and FCA

knew the facts were not known to, or reasonably discoverable by, Plaintiff and Class Members. FCA also had a duty to disclose because they made many general affirmative representations about the qualities of their vehicles, including references as to safety and general operability, which were misleading, deceptive, and incomplete without the disclosure of the additional facts set forth above regarding the actual performance of the Class Vehicles.

546. Had Plaintiff and the Class known about the defective nature of the Class Vehicles, they would not have purchased or leased the Class Vehicles or would have paid less for them.

547. As a result, Plaintiff and the other Class Members were fraudulently induced to lease and/or purchase the Class Vehicles with Defect and all the resulting problems.

548. These omissions were made by FCA with knowledge of their falsity, and with the intent that Plaintiff and Class Members rely upon them.

549. Plaintiff and Class Members reasonably relied on FCA's omissions and suffered damages as a result. To the extent that FCA's conduct was willful, oppressive, or malicious, Plaintiff and Class Members are entitled to punitive damages.



**COUNT XVII**  
**UNJUST ENRICHMENT**  
**(New York Common Law)**  
**(On Behalf of Plaintiff Marcello and the New York Class)**

550. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully set forth at length herein.

551. Plaintiff Marcello brings this claim on behalf of herself and the New York Class.

552. This claim is pleaded in the alternative to the other claims set forth herein pursuant to Fed. R. Civ. P. 8(d)(2).

553. As the intended and expected result of its conscious wrongdoing, FCA has profited and benefited from the purchase and lease of Class Vehicles equipped with defective Uconnect systems.

554. FCA has voluntarily accepted and retained these profits and benefits, with full knowledge and awareness that, as a result of FCA's misconduct alleged herein, Plaintiff and the Class were not receiving Class Vehicles of the quality, nature, fitness, or value that had been represented by FCA, and that a reasonable consumer would expect. Specifically, Plaintiff and the Class members expected that when they purchased or leased Class Vehicles, they would not be equipped with a defective infotainment system.

555. FCA has been unjustly enriched by its fraudulent, deceptive, unlawful, and unfair conduct, and withholding of benefits and unearned monies from Plaintiff

and the Class, at the expense of these parties.

556. Equity and good conscience militate against permitting FCA to retain these profits and benefits.

**F. Claims Brought on Behalf of the Oregon Class**

**COUNT XVIII  
VIOLATIONS OF THE OREGON UNFAIR TRADE PRACTICES ACT  
ORS § 646.605, *et seq.* (“OTPA”)  
(On Behalf of Plaintiff Silver and the Oregon Class)**

557. Plaintiff Silver, individually and for the Oregon Class, hereby incorporates each and every allegation as though fully set forth herein.

558. Plaintiff Silver (“Plaintiff” for purposes of the Oregon Claims) brings this claim on behalf of the Oregon Class (the “Class” for purposes of the Oregon Claims).

559. FCA is a person within the context and meaning of the OTPA, ORS § 646.605, *et seq.*

560. FCA made various misrepresentations to Plaintiff and Class Members, and violated and continues to violate the OTPA through various deceptive acts and practices associated and related to the Uconnect 5 system as set forth above.

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

562. FCA knew that the Uconnect 5 system was prone to malfunction since, at least, the issuance of its first generation of Uconnect, but concealed that information.

563. In the course of FCA's business, it willfully failed to disclose—actively—concealed the Defect discussed above.

564. FCA's acts and practices, described herein, are unfair in violation of Oregon law because it violates Oregon public policy and warranty laws requiring a manufacturer to ensure that goods it places on the market are fit for their ordinary and intended purposes.

565. FCA advertised, marketed, and sold the Class Vehicles as set forth herein. Thus, FCA wrongfully:

- a. knowingly, intentionally, and/or recklessly omitted, suppressed, and/or concealed the true value of the Class Vehicles;
  - b. engaged in unconscionable, false, misleading, and/or deceptive acts and/or practices in the conduct of trade or commerce—marketing, advertising, and selling the Class Vehicles;
  - c. advertised the Class Vehicles with intent not to sell them as advertised;
- and

d. failed to make repairs or made repairs and provided replacements that caused Plaintiffs and Class Members to experience repeated instances of failure, rendering the New Vehicle Limited Warranty useless.

566. FCA had a duty to Plaintiff and Class Members to disclose the Defect because it has the superior position to know about the safety defect in the Class Vehicles' Uconnect systems

567. As a result of FCA's conduct, Plaintiff and Class Members were harmed and suffered damages in that the Class Vehicles experienced and may continue to experience the Defect.

568. Plaintiff and Class Members are entitled to equitable relief, damages, including the diminished value of their Class Vehicles, attorneys' fees and costs, and any other relief provided by law.

## **COUNT XIX**

### **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**

**(Or. Rev. Stat. § 72.3140)**

**(On Behalf of Plaintiff Silver and the Oregon Class)**

569. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

570. Plaintiff Silver brings this claim on behalf of himself and the Oregon Class.

571. FCA is a "merchant" within the meaning of Or. Rev. Stat. § 72.1040(1),

and “seller” of motor vehicles within the meaning of Or. Rev. Stat. § 72.1030(1)(d).

572. Class Vehicles are “goods” under Or. Rev. Stat. § 72.5010 (see Or. Rev. Stat. § 72.1030(2)(m)). Under Or. Rev. Stat. § 72.3140, an implied warranty of merchantability attaches to the Fire Risk Vehicles.

573. A warranty that the Class Vehicles were in merchantable quality and condition is implied by law in transactions for the purchase and lease of the Class Vehicles. FCA impliedly warranted that the Class Vehicles were of good and merchantable condition and quality, fit for their ordinary intended use, including with respect to safety, reliability, operability, and substantial freedom from defects.

574. The Class Vehicles, when sold and leased, and at all times thereafter, were not in merchantable condition, are not fit for the ordinary purpose for which vehicles are used, and fall short of a minimum expectation of quality. Specifically, the Vehicles are inherently defective in that the Uconnect infotainment systems—a central component to the Vehicles that go to the Vehicles’ core functionality—are prone to a multitude of operational issues due to a common defect. The Uconnect system Defect renders the Class Vehicles unmerchantable.

575. FCA was provided notice of the issues complained of herein by numerous consumer complaints made against it, the instant lawsuit, and Plaintiff’s pre-suit demand letter, within a reasonable amount of time.

576. Plaintiff and the other Class Members have had sufficient direct dealings

with FCA to establish privity of contract between FCA on one hand, and Plaintiff and each of the Class Members on the other hand. Nonetheless, privity is not required here because Plaintiff and each of the Class Members are the intended third-party beneficiaries of contracts between FCA and its dealers and, specifically, of FCA's implied warranties. The dealers were not intended to be the ultimate consumers of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit the consumers only.

577. As a direct and proximate result of the breach of said warranties, Plaintiff and Class Members were injured, and are entitled to damages.

**COUNT XX**  
**COMMON LAW FRAUD/FRAUDULENT OMISSION**  
**(Oregon Common Law)**  
**(On Behalf of Plaintiff Silver and the Oregon Class)**

578. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

579. Plaintiff Silver brings this claim on behalf of himself and the Oregon Class.

580. FCA actively, intentionally, and knowingly concealed, suppressed, and/or omitted material facts including the existence of the Defect and the standard, quality, or grade of the Class Vehicles, and the fact that the Class Vehicles contain a Defect and corresponding safety risk, with the intent that Plaintiff and Class Members

rely on FCA's omissions. As a direct result of the FCA's fraudulent conduct, as alleged herein, Plaintiff and members of the Class have suffered actual damages.

581. FCA knew at the time of sale or lease and thereafter that the Class Vehicles contained the Defect, omitted material information about the safety of the Class Vehicles, actively concealed the Defect, and never intended to adequately and permanently repair the Defect during the warranty periods. To date, FCA has not provided Plaintiff and Class Members with an adequate repair or remedy for the Defect.

582. FCA made material omissions concerning a presently existing or past fact. For example, FCA did not fully and truthfully disclose to its customers the true nature of the inherent Defect. A reasonable consumer would have expected that the Uconnect infotainment system in the Class Vehicles would not be defective and pose a serious safety risk.

583. The facts concealed or not disclosed by FCA to Plaintiff and Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease Class Vehicles or pay a lesser price.

584. FCA had a duty to disclose the true performance of the Class Vehicles because knowledge of the Defect and its details were known and/or accessible only to FCA; FCA had superior and exclusive knowledge and access to the facts; and FCA

knew the facts were not known to, or reasonably discoverable by, Plaintiff and Class Members. FCA also had a duty to disclose because they made many general affirmative representations about the qualities of their vehicles, including references as to safety and general operability, which were misleading, deceptive, and incomplete without the disclosure of the additional facts set forth above regarding the actual performance of the Class Vehicles.

585. Had Plaintiff and the Class known about the defective nature of the Class Vehicles, they would not have purchased or leased the Class Vehicles or would have paid less for them.

586. As a result, Plaintiff and the other Class Members were fraudulently induced to lease and/or purchase the Class Vehicles with Defect and all the resulting problems.

587. These omissions were made by FCA with knowledge of their falsity, and with the intent that Plaintiff and Class Members rely upon them.

588. Plaintiff and Class Members reasonably relied on FCA's omissions and suffered damages as a result. To the extent that FCA's conduct was willful, oppressive, or malicious, Plaintiff and Class Members are entitled to punitive damages.



**COUNT XXI**  
**UNJUST ENRICHMENT**  
**(Oregon Common Law)**  
**(On Behalf of Plaintiff Silver and the Oregon Class)**

589. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

590. Plaintiff Silver brings this claim on behalf of himself and the Oregon Class.

591. This claim is pleaded in the alternative to the other claims set forth herein pursuant to Fed. R. Civ. P. 8(d)(2).

592. As the intended and expected result of its conscious wrongdoing, FCA has profited and benefited from the purchase and lease of Class Vehicles equipped with defective Uconnect systems.

593. FCA has voluntarily accepted and retained these profits and benefits, with full knowledge and awareness that, as a result of FCA's misconduct alleged herein, Plaintiff and the Class were not receiving Class Vehicles of the quality, nature, fitness, or value that had been represented by FCA, and that a reasonable consumer would expect. Specifically, Plaintiff and the Class members expected that when they purchased or leased Class Vehicles, they would not be equipped with a defective infotainment system.

594. FCA has been unjustly enriched by its fraudulent, deceptive, unlawful, and unfair conduct, and withholding of benefits and unearned monies from Plaintiff

and the Class, at the expense of these parties.

595. Equity and good conscience militate against permitting FCA to retain these profits and benefits.

**G. Claims Brought on Behalf of the Pennsylvania Class**

**COUNT XXII**  
**VIOLATIONS OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES**  
**AND CONSUMER PROTECTION LAW**  
**73 Pa. C.S.A. §§ 201-1, *et seq.* (“UTPCPL”)**  
**(On Behalf of Plaintiffs Boonie, Bostelman, Reid, and the Pennsylvania Class)**

596. Plaintiffs Boonie, Bostelman and Reid, individually and for the Pennsylvania Class, hereby incorporate each and every allegation as though fully set forth herein.

597. Plaintiffs Boonie, Bostelman, and Reid (“Plaintiffs” for purposes of the Pennsylvania Claims) bring this claim on behalf of the Pennsylvania Class (the “Class” for purposes of the Pennsylvania Claims).

598. FCA is a person within the context and meaning of the Pennsylvania UTPCPL, 73 Pa. C.S.A. §§ 201-1, *et seq.*

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

600. FCA knew that the Uconnect 5 was prone to malfunction since, at least, the issuance of its first generation of Uconnect, but concealed that information.

601. In the course of FCA's business, it willfully failed to disclose and actively concealed the Defect discussed above.

602. FCA's acts and practices, described herein, are unfair in violation of Pennsylvania law because it violates Pennsylvania public policy and warranty laws requiring a manufacturer to ensure that goods it places on the market are fit for their ordinary and intended purposes.

603. FCA advertised, marketed, and sold the Class Vehicles as set forth herein. Thus, FCA wrongfully:

- a. Knowingly, intentionally, and/or recklessly omitted, suppressed, and/or concealed the true value of the Class Vehicles;
- b. engaged in unconscionable, false, misleading, and/or deceptive acts and/or practices in the conduct of trade or commerce – marketing, advertising, and selling the Class Vehicles.
- c. Advertised the Class Vehicles with intent not to sell them as advertised and
- d. Failed to make repairs or made repairs and provided replacements that caused Plaintiffs and Class members to experience repeated instances of failure, rendering the New Vehicle Limited Warranty useless.

604. FCA had a duty to Plaintiffs and Class Members to disclose the Defect because it has the superior position to know about the safety defect in the Class Vehicles' Uconnect systems

605. As a result of FCA's conduct, Plaintiffs and Class Members were harmed and suffered damages in that the Class Vehicles experienced and may continue to experience the Defect.

606. Plaintiffs and Class Members are entitled to equitable relief, damages, including treble damages and damages to account for the diminished value of their Class Vehicles, attorneys' fees and costs, and any other relief provided by law.

### **COUNT XXIII**

#### **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (13 Pa. Cons. Stat. Ann. § 2314) (On Behalf of Plaintiffs Boonie, Bostelman, and the Pennsylvania Class)**

607. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

608. Plaintiffs Boonie, Bostelman, and Reid bring this claim on behalf of themselves and the Pennsylvania Class.

609. FCA is a "merchant" with respect to motor vehicles under 13 Pa. Cons. Stat. §§ 2104 and 2A103(a), and a "seller" of motor vehicles under § 2103(a).

610. The Class Vehicles are and were at all relevant times "goods" within the meaning of 13 Pa. Cons. Stat. § 2105(a) and 2A103(a).

611. A warranty that the Class Vehicles were in merchantable quality and condition is implied by law in transactions for the purchase and lease of the Class Vehicles under 13 Pa. Cons. Stat. §§ 2314 and 2A212. FCA impliedly warranted that the Class Vehicles were of good and merchantable condition and quality, fit for their ordinary intended use, including with respect to safety, reliability, operability, and substantial freedom from defects.

612. The Class Vehicles, when sold and leased, and at all times thereafter, were not in merchantable condition, are not fit for the ordinary purpose for which vehicles are used, and fall short of a minimum expectation of quality. Specifically, the Vehicles are inherently defective in that the Uconnect infotainment systems—a central component to the Vehicles that go to the Vehicles’ core functionality—are prone to a multitude of operational issues due to a common defect. The Uconnect system Defect renders the Class Vehicles unmerchantable.

613. FCA was provided notice of the issues complained of herein by numerous consumer complaints made against it, the instant lawsuit, and Plaintiffs’ pre-suit demand letter, within a reasonable amount of time.

614. Plaintiffs and the other Class Members have had sufficient direct dealings with FCA to establish privity of contract between FCA on one hand, and Plaintiffs and each of the Class Members on the other hand. Nonetheless, privity is not required here because Plaintiffs and each of the Class Members are the intended third-party

beneficiaries of contracts between FCA and its dealers and, specifically, of FCA's implied warranties. The dealers were not intended to be the ultimate consumers of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit the consumers only.

615. As a direct and proximate result of the breach of said warranties, Plaintiffs and Class Members were injured, and are entitled to damages.

**COUNT XXIV**  
**COMMON LAW FRAUD/FRAUDULENT OMISSION**  
**(Pennsylvania Common Law)**  
**(On Behalf of Plaintiffs Boonie, Bostelman, Reid, and the Pennsylvania Class)**

616. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

617. Plaintiffs Boonie and Bostelman bring this claim on behalf of themselves and the Pennsylvania Class.

618. FCA actively, intentionally, and knowingly concealed, suppressed, and/or omitted material facts including the existence of the Defect and the standard, quality, or grade of the Class Vehicles, and the fact that the Class Vehicles contain a Defect and corresponding safety risk, with the intent that Plaintiffs and Class Members rely on FCA's omissions. As a direct result of the FCA's fraudulent conduct, as alleged herein, Plaintiffs and members of the Class have suffered actual damages.

619. FCA knew at the time of sale or lease and thereafter that the Class Vehicles contained the Defect, omitted material information about the safety of the Class Vehicles, actively concealed the Defect, and never intended to adequately and permanently repair the Defect during the warranty periods. To date, FCA has not provided Plaintiffs and Class Members with an adequate repair or remedy for the Defect.

620. FCA made material omissions concerning a presently existing or past fact. For example, FCA did not fully and truthfully disclose to its customers the true nature of the inherent Defect. A reasonable consumer would have expected that the Uconnect infotainment system in the Class Vehicles would not be defective and pose a serious safety risk.

621. The facts concealed or not disclosed by FCA to Plaintiffs and Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease Class Vehicles or pay a lesser price.

622. FCA had a duty to disclose the true performance of the Class Vehicles because knowledge of the Defect and its details were known and/or accessible only to FCA; FCA had superior and exclusive knowledge and access to the facts; and FCA knew the facts were not known to, or reasonably discoverable by, Plaintiffs and Class Members. FCA also had a duty to disclose because they made many general

affirmative representations about the qualities of their vehicles, including references as to safety and general operability, which were misleading, deceptive, and incomplete without the disclosure of the additional facts set forth above regarding the actual performance of the Class Vehicles.

623. Had Plaintiffs and the Class known about the defective nature of the Class Vehicles, they would not have purchased or leased the Class Vehicles or would have paid less for them.

624. As a result, Plaintiffs and the other Class Members were fraudulently induced to lease and/or purchase the Class Vehicles with Defect and all the resulting problems.

625. These omissions were made by FCA with knowledge of their falsity, and with the intent that Plaintiffs and Class Members rely upon them.

626. Plaintiffs and Class Members reasonably relied on FCA's omissions and suffered damages as a result. To the extent that FCA's conduct was willful, oppressive, or malicious, Plaintiffs and Class Members are entitled to punitive damages.

**COUNT XXV**  
**UNJUST ENRICHMENT**  
**(Pennsylvania Common Law)**  
**(On Behalf of Plaintiffs Boonie, Bostelman, Reid, and the Pennsylvania Class)**

627. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.



628. Plaintiffs Boonie, Bostelman, and Reid bring this claim on behalf of themselves and the Pennsylvania Class.

629. This claim is pleaded in the alternative to the other claims set forth herein pursuant to Fed. R. Civ. P. 8(d)(2).

630. As the intended and expected result of its conscious wrongdoing, FCA has profited and benefited from the purchase and lease of Class Vehicles equipped with defective Uconnect systems.

631. FCA has voluntarily accepted and retained these profits and benefits, with full knowledge and awareness that, as a result of FCA's misconduct alleged herein, Plaintiffs and the Class were not receiving Class Vehicles of the quality, nature, fitness, or value that had been represented by FCA, and that a reasonable consumer would expect. Specifically, Plaintiffs and the Class members expected that when they purchased or leased Class Vehicles, they would not be equipped with a defective infotainment system.

632. FCA has been unjustly enriched by its fraudulent, deceptive, unlawful, and unfair conduct, and withholding of benefits and unearned monies from Plaintiffs and the Class, at the expense of these parties.

633. Equity and good conscience militate against permitting FCA to retain these profits and benefits.

## **H. Claims Brought on Behalf of the Tennessee Class**

### **COUNT XXVI VIOLATIONS OF THE TENNESSEE CONSUMER PROTECTION ACT Tenn. Code Ann. §§ 47-18- 101, *et seq.* (“TCPA”) (On Behalf of Plaintiff Bauman and the Tennessee Class)**

634. Plaintiff Bauman, individually and for the Tennessee Class, hereby incorporate each and every allegation as though fully set forth herein.

635. Plaintiff Bauman (“Plaintiff” for purposes of the Tennessee Claims) bring this claim on behalf of the Tennessee Class (the “Class” for purposes of the Tennessee Claims).

636. Plaintiff and the Class are “consumers” within the context and meaning of the TCPA, Tenn. Code Ann. § 47-18-101, *et seq.*

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

638. FCA knew that the Uconnect 5 was prone to malfunction since, at least, the issuance of its first generation of Uconnect, but concealed that information.

639. In the course of FCA’s business, it willfully failed to disclose and actively concealed the Defect discussed above.

640. FCA’s acts and practices, described herein, are unfair in violation of Tennessee law because it violates Tennessee public policy and warranty laws

requiring a manufacturer to ensure that goods it places on the market are fit for their ordinary and intended purposes.

641. FCA advertised, marketed, and sold the Class Vehicles as set forth herein. Thus, FCA wrongfully:

- a. Knowingly, intentionally, and/or recklessly omitted, suppressed, and/or concealed the true value of the Class Vehicles;
- b. Engaged in unconscionable, false, misleading, and/or deceptive acts and/or practices in the conduct of trade or commerce – marketing, advertising, and selling the Class Vehicles.
- c. Advertised the Class Vehicles with intent not to sell them as advertised and
- d. Failed to make repairs or made repairs and provided replacements that caused Plaintiffs and Class Members to experience repeated instances of failure, rendering the New Vehicle Limited Warranty useless.

642. FCA had a duty to Plaintiff and Class Members to disclose the Defect because it has the superior position to know about the safety defect in the Class Vehicles' Uconnect systems

643. As a result of FCA's conduct, Plaintiff and Class Members were harmed and suffered damages in that the Class Vehicles experienced and may continue to experience the Defect.

644. Plaintiff and Class Members are entitled to equitable relief, damages, including the diminished value of their Class Vehicles, attorneys' fees and costs, and any other relief provided by law.

## **COUNT XXVII**

### **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (T.C.A. § 47-2-314) (On Behalf of Plaintiff Bauman and the Tennessee Class)**

645. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully set forth at length herein.

646. Plaintiff brings this claim on behalf of himself and the Tennessee Class.

647. FCA is a "merchant" within the meaning of T.C.A. § 47-2-104(1).

648. Class Vehicles are "goods" under T.C.A. § 47-2-105(1).

649. A warranty that the Class Vehicles were in merchantable quality and condition is implied by law in transactions for the purchase and lease of the Class Vehicles. FCA impliedly warranted that the Class Vehicles were of good and merchantable condition and quality, fit for their ordinary intended use, including with respect to safety, reliability, operability, and substantial freedom from defects.

650. The Class Vehicles, when sold and leased, and at all times thereafter, were not in merchantable condition, are not fit for the ordinary purpose for which vehicles are used, and fall short of a minimum expectation of quality. Specifically, the Vehicles are inherently defective in that the Uconnect infotainment systems—a

central component to the Vehicles that go to the Vehicles' core functionality—are prone to a multitude of operational issues due to a common defect. The Uconnect system Defect renders the Class Vehicles unmerchantable.

651. FCA was provided notice of the issues complained of herein by numerous consumer complaints made against it, the instant lawsuit, and Plaintiffs' pre-suit demand letter.

652. Plaintiff and the other Class Members have had sufficient direct dealings with FCA to establish privity of contract between FCA on one hand, and Plaintiff and each of the Class Members on the other hand. Nonetheless, privity is not required here because Plaintiff and each of the Class Members are the intended third-party beneficiaries of contracts between FCA and its dealers and, specifically, of FCA's implied warranties. The dealers were not intended to be the ultimate consumers of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit the consumers only.

653. As a direct and proximate result of the breach of said warranties, Plaintiff and Class Members were injured, and are entitled to damages.

**COUNT XXVIII**  
**COMMON LAW FRAUD/FRAUDULENT OMISSION**  
**(Tennessee Common Law)**  
**(On Behalf of Plaintiff Bauman and the Tennessee Class)**

654. Plaintiffs incorporate by reference each preceding and succeeding

paragraph as though fully set forth at length herein.

655. Plaintiff Bauman brings this claim on behalf of himself and the Tennessee Class.

656. FCA actively, intentionally, and knowingly concealed, suppressed, and/or omitted material facts including the existence of the Defect and the standard, quality, or grade of the Class Vehicles, and the fact that the Class Vehicles contain a Defect and corresponding safety risk, with the intent that Plaintiff and Class Members rely on FCA's omissions. As a direct result of the FCA's fraudulent conduct, as alleged herein, Plaintiff and members of the Class have suffered actual damages.

657. FCA knew at the time of sale or lease and thereafter that the Class Vehicles contained the Defect, omitted material information about the safety of the Class Vehicles, actively concealed the Defect, and never intended to adequately and permanently repair the Defect during the warranty periods. To date, FCA has not provided Plaintiff and Class Members with an adequate repair or remedy for the Defect.

658. FCA made material omissions concerning a presently existing or past fact. For example, FCA did not fully and truthfully disclose to its customers the true nature of the inherent Defect. A reasonable consumer would have expected that the Uconnect infotainment system in the Class Vehicles would not be defective and pose a serious safety risk.

659. The facts concealed or not disclosed by FCA to Plaintiff and Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease Class Vehicles or pay a lesser price.

660. FCA had a duty to disclose the true performance of the Class Vehicles because knowledge of the Defect and its details were known and/or accessible only to FCA; FCA had superior and exclusive knowledge and access to the facts; and FCA knew the facts were not known to, or reasonably discoverable by, Plaintiff and Class Members. FCA also had a duty to disclose because they made many general affirmative representations about the qualities of their vehicles, including references as to safety and general operability, which were misleading, deceptive, and incomplete without the disclosure of the additional facts set forth above regarding the actual performance of the Class Vehicles.

661. Had Plaintiff and the Class known about the defective nature of the Class Vehicles, they would not have purchased or leased the Class Vehicles or would have paid less for them.

662. As a result, Plaintiff and the other Class Members were fraudulently induced to lease and/or purchase the Class Vehicles with Defect and all the resulting problems.

663. These omissions were made by FCA with knowledge of their falsity, and

with the intent that Plaintiff and Class Members rely upon them.

664. Plaintiff and Class Members reasonably relied on FCA's omissions and suffered damages as a result. To the extent that FCA's conduct was willful, oppressive, or malicious, Plaintiff and Class Members are entitled to punitive damages.

**COUNT XXIX**  
**UNJUST ENRICHMENT**  
**(Tennessee Common Law)**  
**(On Behalf of Plaintiff Bauman and the Tennessee Class)**

665. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

666. Plaintiff Bauman brings this claim on behalf of himself and the Tennessee Class.

667. This claim is pleaded in the alternative to the other claims set forth herein pursuant to Fed. R. Civ. P. 8(d)(2).

668. As the intended and expected result of its conscious wrongdoing, FCA has profited and benefited from the purchase and lease of Class Vehicles equipped with defective Uconnect systems.

669. FCA has voluntarily accepted and retained these profits and benefits, with full knowledge and awareness that, as a result of FCA's misconduct alleged herein, Plaintiff and the Class were not receiving Class Vehicles of the quality, nature, fitness, or value that had been represented by FCA, and that a reasonable consumer



would expect. Specifically, Plaintiff and the Class members expected that when they purchased or leased Class Vehicles, they would not be equipped with a defective infotainment system.

670. FCA has been unjustly enriched by its fraudulent, deceptive, unlawful, and unfair conduct, and withholding of benefits and unearned monies from Plaintiff and the Class, at the expense of these parties.

671. Equity and good conscience militate against permitting FCA to retain these profits and benefits.

**I. Claims Brought on Behalf of the Texas Class**

**COUNT XXX  
VIOLATION OF TEXAS DECEPTIVE TRADE PRACTICES  
CONSUMER PROTECTION ACT  
Tex. Bus. & Com. Code §§ 17.41, *et seq.* (“TDTPCPA”)  
(On Behalf of Plaintiff Short and the Texas Class)**

672. Plaintiff Short, individually and for the Texas Class, hereby incorporate each and every allegation as though fully set forth herein.

673. Plaintiff Short (“Plaintiff” for purposes of the Texas Claims) bring this claim on behalf of the Texas Class (the “Class” for purposes of the Texas Claims).

674. The Texas Class are individuals, partnerships or corporations with assets of less than \$25 million (or are controlled by corporations or entities with less than \$25 million in assets), see Tex. Bus. & Com. Code § 17.41, and are therefore “consumers” pursuant to Tex. Bus. & Com. Code § 17.45(4)

675. FCA is a person within the context of the TDTPCPA. *See* Tex. Bus. & Com. Code § 17.45(3).

676. FCA engaged in trade and commerce within the context of the TDTPCPA. *See* Tex. Bus. & Com. Code § 17.46(a).

677. The TDTPCPA prohibits "false, misleading, or deceptive acts or practices in the conduct of any trade or commerce," Tex. Bus. & Com. Code § 17.46(a), and an "unconscionable action or course of action," which means "an act or practice which, to a consumer's detriment, takes advantage of the lack of knowledge, ability, experience, or capacity of the consumer to a grossly unfair degree." Tex. Bus. & Com. Code §§ 17.45(5) and 17.50(a)(3).

678. FCA violated Tex. Bus. & Com. Code § 17.46(b)(9) by “advertising goods or services with intent not to sell them as advertised[.]”

679. FCA violated Bus. & Com. Code § 17.46(b)(24) by “failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed[.]”

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

681. FCA knew that the Uconnect 5 was prone to malfunction since, at least, the issuance of its first generation of Uconnect, but concealed that information.

682. In the course of FCA's business, it willfully failed to disclose and actively concealed the Defect discussed above.

683. FCA's acts and practices, described herein, are unfair in violation of Texas law because it violates Texas public policy and warranty laws requiring a manufacturer to ensure that goods it places on the market are fit for their ordinary and intended purposes.

684. FCA advertised, marketed, and sold the Class Vehicles as set forth herein. Thus, FCA wrongfully:

- a. Knowingly, intentionally, and/or recklessly omitted, suppressed, and/or concealed the true value of the Class Vehicles;
- b. Engaged in unconscionable, false, misleading, and/or deceptive acts and/or practices in the conduct of trade or commerce – marketing, advertising, and selling the Class Vehicles.
- c. Advertised the Class Vehicles with intent not to sell them as advertised and
- d. Failed to make repairs or made repairs and provided replacements that caused Plaintiffs and Class Members to experience repeated instances of failure, rendering the New Vehicle Limited Warranty useless.

685. FCA had a duty to Plaintiff and Class Members to disclose the Defect because it has the superior position to know about the safety defect in the Class Vehicles' Uconnect systems

686. As a result of FCA's conduct, Plaintiff and Class Members were harmed and suffered damages in that the Class Vehicles experienced and may continue to experience the Defect.

687. Plaintiff and Class Members are entitled to equitable relief, damages, including the diminished value of their Class Vehicles, attorneys' fees and costs, and any other relief provided by law.

### **COUNT XXXI**

#### **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (Tex. Bus. & Com. Code § 2.314) (On Behalf of Plaintiff Short and the Texas Class)**

688. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully set forth at length herein.

689. Plaintiff brings this claim on behalf of himself and the Texas Class.

690. FCA is a "merchant" under Tex. Bus. & Com. Code § 2.104.

691. A warranty that the Class Vehicles were in merchantable quality and condition is implied by law in transactions for the purchase and lease of the Class Vehicles under Tex. Bus. & Com. Code § 2.314. FCA impliedly warranted that the Class Vehicles were of good and merchantable condition and quality, fit for their

ordinary intended use, including with respect to safety, reliability, operability, and substantial freedom from defects.

692. The Class Vehicles, when sold and leased, and at all times thereafter, were not in merchantable condition, are not fit for the ordinary purpose for which vehicles are used, and fall short of a minimum expectation of quality. Specifically, the Vehicles are inherently defective in that the Uconnect infotainment systems—a central component to the Vehicles that go to the Vehicles’ core functionality—are prone to a multitude of operational issues due to a common defect. The Uconnect system Defect renders the Class Vehicles unmerchantable.

693. FCA was provided notice of the issues complained of herein by numerous consumer complaints made against it, the instant lawsuit, and Plaintiffs’ pre-suit demand letter, within a reasonable amount of time.

694. Plaintiff and the other Class Members have had sufficient direct dealings with FCA to establish privity of contract between FCA on one hand, and Plaintiff and each of the Class Members on the other hand. Nonetheless, privity is not required here because Plaintiff and each of the Class Members are the intended third-party beneficiaries of contracts between FCA and its dealers and, specifically, of FCA’s implied warranties. The dealers were not intended to be the ultimate consumers of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to

benefit the consumers only.

695. As a direct and proximate result of the breach of said warranties, Plaintiff and Class Members were injured, and are entitled to damages.

**COUNT XXXII**  
**COMMON LAW FRAUD/FRAUDULENT OMISSION**  
**(Texas Common Law)**  
**(On Behalf of Plaintiff Short and the Texas Class)**

696. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully set forth at length herein.

697. Plaintiff brings this claim on behalf of himself and the Texas Class.

698. FCA actively, intentionally, and knowingly concealed, suppressed, and/or omitted material facts including the existence of the Defect and the standard, quality, or grade of the Class Vehicles, and the fact that the Class Vehicles contain a Defect and corresponding safety risk, with the intent that Plaintiff and Class Members rely on FCA's omissions. As a direct result of the FCA's fraudulent conduct, as alleged herein, Plaintiff and members of the Class have suffered actual damages.

699. FCA knew at the time of sale or lease and thereafter that the Class Vehicles contained the Defect, omitted material information about the safety of the Class Vehicles, actively concealed the Defect, and never intended to adequately and permanently repair the Defect during the warranty periods. To date, FCA has not provided Plaintiff and Class Members with an adequate repair or remedy for the Defect.

700. FCA made material omissions concerning a presently existing or past fact. For example, FCA did not fully and truthfully disclose to its customers the true nature of the inherent Defect. A reasonable consumer would have expected that the Uconnect infotainment system in the Class Vehicles would not be defective and pose a serious safety risk.

701. The facts concealed or not disclosed by FCA to Plaintiff and Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease Class Vehicles or pay a lesser price.

702. FCA had a duty to disclose the true performance of the Class Vehicles because knowledge of the Defect and its details were known and/or accessible only to FCA; FCA had superior and exclusive knowledge and access to the facts; and FCA knew the facts were not known to, or reasonably discoverable by, Plaintiff and Class Members. FCA also had a duty to disclose because they made many general affirmative representations about the qualities of their vehicles, including references as to safety and general operability, which were misleading, deceptive, and incomplete without the disclosure of the additional facts set forth above regarding the actual performance of the Class Vehicles.

703. Had Plaintiff and the Class known about the defective nature of the Class Vehicles, they would not have purchased or leased the Class Vehicles or would have

paid less for them.

704. As a result, Plaintiff and the other Class Members were fraudulently induced to lease and/or purchase the Class Vehicles with Defect and all the resulting problems.

705. These omissions were made by FCA with knowledge of their falsity, and with the intent that Plaintiff and Class Members rely upon them.

706. Plaintiff and Class Members reasonably relied on FCA's omissions and suffered damages as a result. To the extent that FCA's conduct was willful, oppressive, or malicious, Plaintiff and Class Members are entitled to punitive damages.

**COUNT XXXIII  
UNJUST ENRICHMENT  
(Texas Common Law)  
(On Behalf of Plaintiff Short and the Texas Class)**

707. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully set forth at length herein.

708. Plaintiff brings this claim on behalf of himself and the Texas Class.

709. This claim is pleaded in the alternative to the other claims set forth herein pursuant to Fed. R. Civ. P. 8(d)(2).

710. As the intended and expected result of its conscious wrongdoing, FCA has profited and benefited from the purchase and lease of Class Vehicles equipped with defective Uconnect systems.



711. FCA has voluntarily accepted and retained these profits and benefits, with full knowledge and awareness that, as a result of FCA's misconduct alleged herein, Plaintiff and the Class were not receiving Class Vehicles of the quality, nature, fitness, or value that had been represented by FCA, and that a reasonable consumer would expect. Specifically, Plaintiff and the Class members expected that when they purchased or leased Class Vehicles, they would not be equipped with a defective infotainment system.

712. FCA has been unjustly enriched by its fraudulent, deceptive, unlawful, and unfair conduct, and withholding of benefits and unearned monies from Plaintiff and the Class, at the expense of these parties.

713. Equity and good conscience militate against permitting FCA to retain these profits and benefits.

**J. Claims Brought on Behalf of the California Class**

**COUNT XXXIV  
VIOLATIONS OF THE SONG-BEVERLY CONSUMER WARRANTY ACT  
FOR BREACH OF EXPRESS WARRANTIES  
Cal. Civ. Code §§ 1791.2 and 1793.2(d)  
(On Behalf of Plaintiff Ortega and the California Class)**

714. Plaintiffs reallege and incorporate by reference the preceding paragraphs 1-158 as if fully set forth herein.

715. Plaintiff Ortega brings this claim on behalf of himself and the California Class under California law.

716. The Vehicles are “consumer goods” within the meaning of Cal. Civ. Code § 1791(a).

717. Plaintiff Ortega and California Class members who purchased or leased the Vehicles in California are “buyers” within the meaning of Cal. Civ. Code § 1791(b).

718. FCA is a “manufacturer” of the Vehicles within the meaning of Cal. Civ. Code § 1791(j).

719. California Civil Code § 1791.2(a) states:

“Express warranty” means: (1) A written statement arising out of a sale to the consumer of a consumer good pursuant to which the manufacturer, distributor, or retailer undertakes to preserve or maintain the utility or performance of the consumer good or provide compensation if there is a failure in utility or performance; . . . .

720. FCA provided express warranties to Plaintiff Ortega and California Class members regarding Vehicles within the meaning of Cal. Civ. Code §§ 1791.2 and 1793.2, including that the Uconnect system would function properly as discussed *supra*.

721. FCA breached the express warranty by selling and leasing Vehicles equipped with the Uconnect system defect. Furthermore, FCA breached the express warranty by refusing to remedy the defect, which requires repair or replacement, within the applicable warranty period by providing free repairs or replacements.

Additionally, FCA failed to promptly replace or buy back Class Vehicles from Plaintiff Ortega, and California Class members.

722. As a direct and legal result of FCA's breaches of its express warranty, Plaintiff Ortega, and California Class members received goods with a diminished value due to the defect, and have been injured by the diminished value, diagnostic and repair costs, and loss of vehicle use.

723. Under Cal. Civ. Code §§ 1793.2 and 1794, Plaintiff Ortega, and California Class members are entitled to damages and other legal and equitable relief including, at their election, the purchase price of their Vehicles, or the overpayment or diminution in value of their Vehicles.

724. Under Cal. Civ. Code § 1794, Plaintiff Ortega, and California Class members are entitled to costs and attorneys' fees.

**COUNT XXXV**  
**VIOLATIONS OF THE SONG-BEVERLY CONSUMER WARRANTY ACT**  
**FOR BREACH OF IMPLIED WARRANTIES**  
**Cal. Civ. Code §§ 1791.1 and 1792**  
**(On Behalf of Plaintiff Ortega and the California Class)**

725. Plaintiffs reallege and incorporate by reference the preceding paragraphs 1-158 as if fully set forth herein.

726. Plaintiff Ortega brings this claim on behalf of himself and the California Class under California law.

727. The Vehicles are “consumer goods” within the meaning of Cal. Civ. Code § 1791(a).

728. FCA is a “manufacturer” of the Vehicles within the meaning of Cal. Civ. Code § 1791(j).

729. FCA impliedly warranted to Plaintiff Ortega, and Class members that the Vehicles were “merchantable” within the meaning of Cal. Civ. Code §§ 1791.1(a) and 1792. However, the Vehicles do not have the quality that a buyer would reasonably expect.

730. California Civil Code § 1791.1(a) states:

“Implied warranty of merchantability” or “implied warranty that goods are merchantable” means that the consumer goods meet each of the following:

- a. Pass without objection in the trade under the contract description.
- b. Are fit for the ordinary purposes for which such goods are used.
- c. Are adequately contained, packaged, and labeled.
- d. Conform to the promises or affirmations of fact made on the container or label.

731. The Class Vehicles would not pass without objection in the trade of passenger vehicle sales because they are equipped with a defect that may cause random freezing and rebooting of the Uconnect system during normal use, thereby causing a loss of control and/or unavailability of infotainment and safety systems

without warning. The defect means that the Class Vehicles do not meet the promises and/or affirmations made by FCA regarding the Uconnect system. The Defect also renders the Vehicles unsafe, and thus, not fit for ordinary purposes.

732. The Class Vehicles are not adequately labeled because the labeling fails to disclose the defect.

733. FCA breached the implied warranty of merchantability by selling and leasing Vehicles equipped with the Uconnect system defect. Furthermore, the defect has prevented Plaintiff Ortega and California Class members from receiving the benefit of their bargain and caused the Vehicles to diminish in value.

734. As a direct and legal result of FCA's breach of the implied warranty of merchantability, Plaintiff Ortega and California Class members received goods with a dangerous condition that substantially impairs their value and use.

735. Plaintiff Ortega and California Class members have been damaged as a result of the diminished value of the Vehicles.

736. Under Cal. Civ. Code §§ 1791.1(d) and 1794, Plaintiff Ortega and California Class members are entitled to damages and other legal and equitable relief including, at their election, the purchase price of their Vehicles, or the overpayment or diminution in value of their Vehicles.

737. Under Cal. Civ. Code § 1794, Plaintiff Ortega and the California Class members are entitled to costs and attorneys' fees.

**COUNT XXXVI**  
**VIOLATION OF CALIFORNIA'S FALSE ADVERTISING LAW**  
**Cal. Bus. & Prof. Code §§ 17500, *et seq.* ("FAL")**  
**(On Behalf of Plaintiff Ortega and the California Class)**

738. Plaintiffs reallege and incorporate by reference the preceding paragraphs 1-158 as if fully set forth herein.

739. Plaintiff Ortega brings this claim on behalf of himself and the California Class under California law.

740. Plaintiff Ortega, California Class members, and Defendants are "persons" within the meaning of Cal. Bus. & Prof. Code § 17506.

741. California's FAL prohibits false advertising. Cal. Bus. & Prof. Code § 17500.

742. In the course of its business, FCA violated the California FAL by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts regarding the reliability, safety, and performance of the Vehicles.

743. FCA engaged in untrue and misleading advertising prohibited by Cal. Bus. & Prof. Code § 17500 by misrepresenting Class Vehicles as being safe and/or free from defects, and by failing to disclose and actively concealing the dangers and risks posed by the Uconnect issues in the Vehicles.

744. FCA made, or caused to be made, and disseminated throughout California advertising, marketing, and other publications containing

numerous statements that were untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to FCA, to be untrue and misleading to consumers, including Plaintiff Ortega and California Class members.

745. FCA's unfair or deceptive acts or practices, including its misrepresentations, concealments, omissions, and suppression of material facts, had a tendency and capacity to mislead and create a false impression in consumers, and were likely to—and did in fact—deceive reasonable consumers, including Plaintiff Ortega and California Class members, about the true safety and reliability of the Vehicles, and the quality and true value of the Vehicles.

746. FCA's scheme and concealment of the Uconnect system defect and true characteristics of the Vehicles were material to Plaintiff Ortega and California Class members, as FCA intended. Had Plaintiff Ortega and California Class members known the truth, they would not have purchased or leased the Vehicles, or would have paid significantly less for them.

747. Plaintiff Ortega, and California Class members relied on FCA and had no way of discerning that those representations were false and misleading, or otherwise learning the facts FCA had concealed or failed to disclose. Plaintiff Ortega, and California Class members did not, and could not, unravel FCA's deception on their own.

748. FCA had an ongoing duty to Plaintiff Ortega and the California Class members to refrain from unfair or deceptive practices under the California FAL in the course of its business. FCA owed them a duty to disclose all material facts concerning the Uconnect defect in the Class Vehicles because FCA possessed exclusive knowledge, they intentionally concealed the defect from Plaintiff Ortega and California Class members, and/or FCA made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

749. Plaintiff Ortega and California Class members suffered ascertainable losses and actual damages as a direct and legal result of FCA's concealment, misrepresentations, and/or failure to disclose material information.

750. FCA's violations present a continuing risk to Plaintiff Ortega and California Class members, as well as to the general public. FCA's unlawful acts and practices complained of herein affect the public interest.

751. Plaintiff Ortega and California Class members seek an order enjoining FCA's false advertising, any such orders or judgments as may be necessary to restore Plaintiff Ortega and California Class members any monies acquired by unfair competition, including restitution and/or restitutionary disgorgement, and any other just and proper relief available under the false advertising provisions of the California FAL.



**COUNT XXXVII**  
**VIOLATION OF CALIFORNIA’S CONSUMER LEGAL REMEDIES ACT**  
**Cal. Civ. Code §§ 1750, *et seq.* (“CLRA”)**  
**(On Behalf of Plaintiff Ortega and the California Class)**

752. Plaintiffs reallege and incorporate by reference the preceding paragraphs as if fully set forth herein.

753. Plaintiff Ortega brings this claim on behalf of himself and the California Class under California law.

754. The Class Vehicles are “goods” within the meaning of Cal. Civ. Code § 1761(a).

755. Plaintiff Ortega California Class members, and FCA are “persons” within the meaning of Cal. Civ. Code § 1761(c).

756. Plaintiff Ortega and California Class members are “consumers” within the meaning of Cal. Civ. Code § 1761(d).

757. The California CLRA prohibits “unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or that results in the sale or lease of goods or services to any consumer[.]” Cal. Civ. Code § 1770.

758. In the course of its business, FCA violated the CLRA by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts relating to the reliability, safety, and performance of Class Vehicles, as detailed *supra*.

759. FCA engaged in one or more of the following unfair or deceptive business practices, as defined in Cal. Civ. Code § 1770(a), by misrepresenting Class Vehicles as safe and/or free from defects, and by failing to disclose and actively concealing the Uconnect system defect and the dangers and risks posed by it:

- a. representing that the Vehicles have characteristics, uses, benefits, and qualities which they do not have, in violation of Cal. Civ. Code § 1770(a)(5);
- b. representing that the Vehicles are of a particular standard, quality and grade when they are not, in violation of Cal. Civ. Code § 1770(a)(7);
- c. advertising the Vehicles with the intent not to sell or lease them as advertised, in violation of Cal. Civ. Code § 1770(a)(9); and
- d. representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not, in violation of Cal. Civ. Code § 1770(a)(16).

760. FCA's unfair or deceptive acts or practices, including their misrepresentations, concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to—and did in fact—deceive reasonable consumers,

including Plaintiff Ortega and California Class members, and about the true safety, reliability, quality, and value of the Vehicles.

761. FCA's scheme and concealment of the Uconnect defect and true characteristics of the Vehicles were material to Plaintiff Ortega and California Class members, as FCA intended. Had Plaintiff Ortega and California Class members known the truth, they would not have purchased or leased their Vehicles or would have paid significantly less for them.

762. Plaintiff Ortega and California Class members had no way of discerning that FCA's representations were false and misleading, or otherwise learning the facts that FCA concealed or failed to disclose. Plaintiff Ortega and California Class members did not, and could not, unravel FCA's deception on their own.

763. FCA had an ongoing duty to Plaintiff Ortega and California Class members to refrain from unfair or deceptive practices under the CLRA in the course of their business. FCA owed Plaintiff Ortega and California Class members a duty to disclose all the material facts concerning the Uconnect defect in the Class Vehicles because FCA possessed exclusive knowledge, intentionally concealed the defect from Plaintiff Ortega and California Class members, and/or made representations that were rendered misleading because the representations were contradicted by withheld facts.

764. Plaintiff Ortega and California Class members suffered ascertainable losses and actual damages as a direct and legal result of FCA's concealment, misrepresentations, and/or failure to disclose material information.

765. FCA's violations present a continuing risk to Plaintiff Ortega and California Class members, as well as to the general public. FCA's unlawful acts and practices complained of herein affect the public interest.

766. FCA was provided with notice of the issues raised in this count and this Complaint by numerous reports by consumers to the National Highway Transportation Safety Administration regarding the Defect in Class Vehicles, as referenced *supra*.

767. Pursuant to § 1782 of the CLRA, on October 3, 2024, Plaintiff notified Defendant in writing by certified mail of the particular violations of § 1770 of the CLRA and demanded that Defendant rectify the problems associated with the actions detailed above and give notice to all affected consumers of Defendant's intent to so act.

768. If Defendant fails to rectify or agree to rectify the problems associated with the actions detailed above and give notice to all affected consumers within 30 days of the date of written notice pursuant to § 1782 of the Act, Plaintiff will amend this cause of action to add claims for actual, punitive, and statutory damages, as appropriate.

769. Pursuant to § 1780(d) of the Act, attached hereto as Exhibit 8 is the affidavit showing that this action has been commenced in the proper forum.

**COUNT XXXVIII**  
**VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW**  
**Cal. Bus. & Prof. Code §§ 17200, *et seq.* (“UCL”)**  
**(On Behalf of Plaintiff and the California Class)**

770. Plaintiffs reallege and incorporate by reference the preceding paragraphs 1-158 as if fully set forth herein.

771. Plaintiff Ortega brings this claim on behalf of himself and the California Class under California law.

772. California’s UCL prohibits any “unlawful, unfair or fraudulent business act or practices.”

773. In the course of its business, FCA violated the UCL by engaging in the following unlawful, unfair, and fraudulent business acts and practices:

- a. selling and leasing Vehicles with a known defect rendering the Vehicles unsafe and unfit for normal use;
- b. breaching California statutory and common law implied warranties associated with the Vehicles;
- c. violating, among other laws, federal automotive labeling laws, the CLRA, and the Song-Beverly Act; and
- d. failing to adequately fix, repair, or otherwise remediate the Uconnect issues in the Class Vehicles.

774. Had Plaintiff Ortega and California Class members known of the Uconnect defect, they would not have purchased or leased the Class Vehicles or would have paid significantly less for them.

775. Plaintiff Ortega and California Class members suffered an ascertainable loss of money and property as a direct and legal result of FCA's violations of the UCL, as set forth *supra*.

776. Pursuant to Cal. Bus. & Prof. Code § 17200, *et seq.*, Plaintiff Ortega and California Class members seek any such orders or judgments as may be necessary to restore to Plaintiff Ortega and California Class members any monies acquired by unfair competition, including restitution and/or restitutionary disgorgement, as provided in Cal. Bus. & Prof. Code § 17203, and any other just and proper relief available under the UCL.

777. Further, Plaintiff Ortega and California Class members request injunctive relief to remedy the violations of the UCL by FCA, including a full repair of the Defect and replacement of all necessary parts, an extension of the warranties for Class Vehicles so that all repairs and parts replacements related to the defect are covered by such warranties and do not result in out-of-pocket costs to Plaintiff Ortega and California Class members, the provision of loaner vehicles while the work to correct the defect is being performed, and all other applicable relief.

778. Plaintiff Ortega and California Class members currently lack an adequate remedy at law for all the harms caused by FCA and the Uconnect system defect. Only through injunctive and restitutionary relief will Plaintiff Ortega and California Class members be able to obtain a complete repair of the defect and an extension of FCA's warranties to cover that work, as well as restitution of the monies Plaintiff Ortega and California Class members have already spent in efforts to repair the Class Vehicles and finding alternative modes of transportation.

**COUNT XXXIX**  
**COMMON LAW FRAUD/FRAUDULENT OMISSION**  
**(California Common Law)**  
**(On Behalf of Plaintiff Ortega and the California Class)**

779. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

780. Plaintiff Ortega brings this claim on behalf of himself and the California Class.

781. FCA actively, intentionally, and knowingly concealed, suppressed, and/or omitted material facts including the existence of the Defect and the standard, quality, or grade of the Class Vehicles, and the fact that the Class Vehicles contain a Defect and corresponding safety risk, with the intent that Plaintiff Ortega and Class Members rely on FCA's omissions. As a direct result of the FCA's fraudulent conduct, as alleged herein, Plaintiff Ortega and members of the Class have suffered actual damages.

782. FCA knew at the time of sale or lease and thereafter that the Class Vehicles contained the Defect, omitted material information about the safety of the Class Vehicles, actively concealed the Defect, and never intended to adequately and permanently repair the Defect during the warranty periods. To date, FCA has not provided Plaintiff Ortega and Class Members with an adequate repair or remedy for the Defect.

783. FCA made material omissions concerning a presently existing or past fact. For example, FCA did not fully and truthfully disclose to its customers the true nature of the inherent Defect. A reasonable consumer would have expected that the Uconnect infotainment system in the Class Vehicles would not be defective and pose a serious safety risk.

784. The facts concealed or not disclosed by FCA to Plaintiff Ortega and Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease Class Vehicles or pay a lesser price.

785. FCA had a duty to disclose the true performance of the Class Vehicles because knowledge of the Defect and its details were known and/or accessible only to FCA; FCA had superior and exclusive knowledge and access to the facts; and FCA knew the facts were not known to, or reasonably discoverable by, Plaintiff Ortega and Class Members. FCA also had a duty to disclose because they made many general



affirmative representations about the qualities of their vehicles, including references as to safety and general operability, which were misleading, deceptive, and incomplete without the disclosure of the additional facts set forth above regarding the actual performance of the Class Vehicles.

786. Had Plaintiff Ortega and the Class known about the defective nature of the Class Vehicles, they would not have purchased or leased the Class Vehicles or would have paid less for them.

787. As a result, Plaintiff Ortega and the other Class Members were fraudulently induced to lease and/or purchase the Class Vehicles with Defect and all the resulting problems.

788. These omissions were made by FCA with knowledge of their falsity, and with the intent that Plaintiff Ortega and Class Members rely upon them.

789. Plaintiff Ortega and Class Members reasonably relied on FCA's omissions and suffered damages as a result. To the extent that FCA's conduct was willful, oppressive, or malicious, Plaintiff Ortega and Class Members are entitled to punitive damages.

**COUNT XL**  
**UNJUST ENRICHMENT**  
**(California Common Law)**  
**(On Behalf of Plaintiff Ortega and the California Class)**

790. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully set forth at length herein.

791. Plaintiff brings this claim on behalf of himself and the California Class.

792. This claim is pleaded in the alternative to the other claims set forth herein pursuant to Fed. R. Civ. P. 8(d)(2).

793. As the intended and expected result of its conscious wrongdoing, FCA has profited and benefited from the purchase and lease of Class Vehicles equipped with defective Uconnect systems.

794. FCA has voluntarily accepted and retained these profits and benefits, with full knowledge and awareness that, as a result of FCA's misconduct alleged herein, Plaintiff and the Class were not receiving Class Vehicles of the quality, nature, fitness, or value that had been represented by FCA, and that a reasonable consumer would expect. Specifically, Plaintiff and the Class members expected that when they purchased or leased Class Vehicles, they would not be equipped with a defective infotainment system.

795. FCA has been unjustly enriched by its fraudulent, deceptive, unlawful, and unfair conduct, and withholding of benefits and unearned monies from Plaintiff and the Class, at the expense of these parties.

796. Equity and good conscience militate against permitting FCA to retain these profits and benefits.

**K. Claims Brought on Behalf of the Illinois Class**

**COUNT XLI  
VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND  
DECEPTIVE BUSINESS PRACTICES ACT  
815 ILCS 505/1, *et seq.* (“CFDPA”)  
(On Behalf of Plaintiffs Wagner and Sears and the Illinois Class)**

797. Plaintiffs reallege and incorporate by reference paragraphs 1-158 as though fully set forth at length herein.

798. Plaintiffs Wagner and Sears bring this claim on behalf of themselves and the Illinois Class under Illinois law.

799. The CFDPA prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices, including, but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation, or concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact...in the conduct of any trade or commerce.”

800. FCA violated the CFDPA by concealing, suppressing, or omitting material facts regarding the Vehicles, including, but not limited to the fact that the Vehicles’ Uconnect infotainment system contains an inherent defect that causes the system to not operate as intended or otherwise fail well before its useful life. As a result, the Vehicles do not provide a safe or reliable mode of transportation in light of the propensity of the Vehicles’ Uconnect infotainment system to fail while the

Vehicles are in use, and the Defect of the Uconnect system results in the costly replacement and/or repair of the Uconnect infotainment system head unit and/or related parts. This concealed or omitted information is the type of information upon which a consumer would be expected to rely in making a decision whether to purchase, or how much to pay for, the Vehicles.

801. FCA concealed, suppressed, or omitted these material facts while conducting trade and commerce with the intent that Plaintiffs Wagner and Sears and the Illinois Class would rely on the omissions in the purchase or lease of their Vehicles.

802. To this day, FCA continues to violate the CFDPa by actively concealing the material information about the Vehicles and their Uconnect infotainment systems, and by representing to Plaintiffs Wagner and Sears and members of the Illinois Class that the Vehicles are defect-free and safe.

803. FCA intended that Plaintiffs Wagner and Sears, and the Illinois Class members, would rely on its concealment and omission of material facts, which occurred in the course of conduct involving trade and commerce.

804. As a direct and proximate cause of FCA's violations of the CFDPa, Plaintiffs Wagner and Sears and the Illinois Class have suffered injury in fact and/or actual damage, in that they purchased or leased Vehicles with defective Uconnect infotainment systems that are unreasonably expensive to repair and/or replace. Had

FCA disclosed the true quality, nature and drawbacks of the Vehicles, Plaintiff, Wagner and the Illinois Class members would not have purchased, or would have paid significantly less, for the Vehicles. Plaintiffs Wagner and Sears and the Illinois Class have suffered further harm in that the Vehicles' Uconnect infotainment system fail prematurely, they have paid or will be required to pay significantly more to repair or replace the Uconnect system than is reasonably anticipated and represented, they have lost use of their Vehicles, and the Vehicles have suffered diminution in value.

805. Plaintiffs Wagner and Sears and the Illinois Class are entitled to recover damages, reasonable attorneys' fees and costs, and expert expenses as a result of FCA's violations of the CFDPA.

806. Pursuant to 815 ILCS 505/10a(d), Plaintiffs will serve the Illinois Attorney General with a copy of this Complaint within 10 days of filing.

**COUNT XLII**  
**VIOLATION OF THE ILLINOIS UNIFORM**  
**DECEPTIVE TRADE PRACTICES ACT**  
**815 ILCS 510/1, *et seq.* ("IDTPA")**  
**(On Behalf of Plaintiffs Wagner and Sears and the Illinois Class)**

807. Plaintiffs incorporate by reference paragraphs 1-158 as though fully set forth at length herein.

808. Plaintiffs Wagner and Sears bring this claim on behalf of themselves and the Illinois Class under Illinois law.

809. The IDTPA prohibits deceptive trade practices, including among others, “caus[ing] likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services, ... represent[ing] that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have ...represent[ing] that goods or services are of a particular standard, quality, or grade ... if they are of another, ... advertis[ing] goods or services with intent not to sell them as advertised; ... [and] engag[ing] in any other conduct which similarly creates a likelihood of confusion or misunderstanding.”

810. Plaintiffs Wagner and Sears, the Illinois Class and Defendants are “persons” as defined in 815 ILCS 510/1(5).

811. In the course of business, FCA failed to disclose and actively concealed the Defect in Class Vehicles. Accordingly, Defendants engaged in deceptive trade practices as defined in 815 ILCS 510/2, including representing that the Class Vehicles have characteristics, uses, benefits, and qualities which they do not have; representing that they are of a particular standard and quality when they are not; advertising them with the intent not to sell or lease them as advertised; and otherwise engaging in conduct likely to deceive.

812. FCA intended for Plaintiffs Wagner and Sears and the Illinois Class to rely on their aforementioned unfair and deceptive acts and practices, including the misrepresentations and omissions alleged hereinabove.

813. FCA's actions as set forth above occurred in the conduct of trade or commerce.

814. FCA's conduct proximately caused injuries to Plaintiffs Wagner and Sears and the Illinois Class.

815. Plaintiffs Wagner and Sears and the Illinois Class were injured as a result of Defendants' conduct in that Plaintiffs Wagner and Sears and the Illinois Class overpaid for their Class Vehicles and did not receive the benefit of their bargain, and their Class Vehicles have suffered a diminution in value. These injuries are the direct and natural consequence of Defendants' misrepresentations and omissions.

816. Plaintiffs Wagner and Sears seek an order enjoining Defendants' deceptive practice, actual damages, attorneys' fees, and any other just and proper relief available under the IDTPA per 815 ILCS 510/3.

**COUNT XLIII**  
**COMMON LAW FRAUD/FRAUDULENT OMISSION**  
**(Illinois Common Law)**  
**(On Behalf of Plaintiffs Wagner and Sears and the Illinois Class)**

817. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully set forth at length herein.

818. Plaintiffs Wagner and Sears bring this claim on behalf of themselves and the Illinois Class.

819. FCA actively, intentionally, and knowingly concealed, suppressed, and/or omitted material facts including the existence of the Defect and the standard, quality, or grade of the Class Vehicles, and the fact that the Class Vehicles contain a Defect and corresponding safety risk, with the intent that Plaintiffs Wagner and Sears and Class Members rely on FCA's omissions. As a direct result of the FCA's fraudulent conduct, as alleged herein, Plaintiffs Wagner and Sears and members of the Class have suffered actual damages.

820. FCA knew at the time of sale or lease and thereafter that the Class Vehicles contained the Defect, omitted material information about the safety of the Class Vehicles, actively concealed the Defect, and never intended to adequately and permanently repair the Defect during the warranty periods. To date, FCA has not provided Plaintiffs Wagner and Sears and Class Members with an adequate repair or remedy for the Defect.

821. FCA made material omissions concerning a presently existing or past fact. For example, FCA did not fully and truthfully disclose to its customers the true nature of the inherent Defect. A reasonable consumer would have expected that the Uconnect infotainment system in the Class Vehicles would not be defective and pose a serious safety risk.



822. The facts concealed or not disclosed by FCA to Plaintiffs Wagner and Sears and Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease Class Vehicles or pay a lesser price.

823. FCA had a duty to disclose the true performance of the Class Vehicles because knowledge of the Defect and its details were known and/or accessible only to FCA; FCA had superior and exclusive knowledge and access to the facts; and FCA knew the facts were not known to, or reasonably discoverable by, Plaintiffs Wagner and Sears and Class Members. FCA also had a duty to disclose because they made many general affirmative representations about the qualities of their vehicles, including references as to safety and general operability, which were misleading, deceptive, and incomplete without the disclosure of the additional facts set forth above regarding the actual performance of the Class Vehicles.

824. Had Plaintiffs Wagner and Sears and the Class known about the defective nature of the Class Vehicles, they would not have purchased or leased the Class Vehicles or would have paid less for them.

825. As a result, Plaintiffs Wagner and Sears and the other Class Members were fraudulently induced to lease and/or purchase the Class Vehicles with Defect and all the resulting problems.

826. These omissions were made by FCA with knowledge of their falsity, and with the intent that Plaintiffs Wagner and Sears and Class Members rely upon them.

827. Plaintiffs Wagner and Sears and Class Members reasonably relied on FCA's omissions and suffered damages as a result. To the extent that FCA's conduct was willful, oppressive, or malicious, Plaintiffs Wagner and Sears and Class Members are entitled to punitive damages.

**COUNT XLIV**  
**UNJUST ENRICHMENT**  
**(Illinois Common Law)**  
**(On Behalf of Plaintiffs Wagner and Sears and the Illinois Class)**

828. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully set forth at length herein.

829. Plaintiffs Wagner and Sears bring this claim on behalf of themselves and the Illinois Class.

830. This claim is pleaded in the alternative to the other claims set forth herein pursuant to Fed. R. Civ. P. 8(d)(2).

831. As the intended and expected result of its conscious wrongdoing, FCA has profited and benefited from the purchase and lease of Class Vehicles equipped with defective Uconnect systems.

832. FCA has voluntarily accepted and retained these profits and benefits, with full knowledge and awareness that, as a result of FCA's misconduct alleged herein, Plaintiffs Wagner and Sears and the Class were not receiving Class Vehicles

of the quality, nature, fitness, or value that had been represented by FCA, and that a reasonable consumer would expect. Specifically, Plaintiffs Wagner and Sears and the Class members expected that when they purchased or leased Class Vehicles, they would not be equipped with a defective infotainment system.

833. FCA has been unjustly enriched by its fraudulent, deceptive, unlawful, and unfair conduct, and withholding of benefits and unearned monies from Plaintiffs Wagner and Sears and the Class, at the expense of these parties.

834. Equity and good conscience militate against permitting FCA to retain these profits and benefits.

**L. Claims Brought on Behalf of the Washington Class**

**COUNT XLV  
VIOLATIONS OF THE WASHINGTON CONSUMER PROTECTION  
ACT**

**Wash. Rev. Code CODE § 19.86.010, et seq (“WCPA”)  
(On Behalf of Plaintiffs Starr and Useman and the Washington Class)**

835. Plaintiffs Starr and Useman, individually and for the Washington Class, hereby incorporate each and every allegation as though fully set forth herein.

836. Plaintiffs Starr and Useman (“Plaintiffs” for purposes of the Washington Claims) bring this claim on behalf of themselves and the Washington Class (the “Class” for purposes of the Washington Claims).

837. Plaintiffs, Class Members, and FCA are a persons within the context and meaning of the Wash. Rev. Code § 19.86.010(2).

838. FCA made various misrepresentations to Plaintiffs and Class Members, and violated and continues to violate the WCPA through various deceptive acts and practices associated and related to the Uconnect 5 system as set forth above.

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

840. FCA knew that the Uconnect 5 system was prone to malfunction since, at least, the issuance of its first generation of Uconnect, but concealed that information.

841. In the course of FCA's business, it willfully failed to disclose—actively—concealed the Defect discussed above.

842. FCA's acts and practices, described herein, are unfair in violation of Washington law because it violates Washington public policy and warranty laws requiring a manufacturer to ensure that goods it places on the market are fit for their ordinary and intended purposes.

843. FCA advertised, marketed, and sold the Class Vehicles as set forth herein. Thus, FCA wrongfully:

- e. knowingly, intentionally, and/or recklessly omitted, suppressed, and/ or concealed the true value of the Class Vehicles;

- f. engaged in unconscionable, false, misleading, and/or deceptive acts and/or practices in the conduct of trade or commerce—marketing, advertising, and selling the Class Vehicles;
- g. advertised the Class Vehicles with intent not to sell them as advertised; and
- h. failed to make repairs or made repairs and provided replacements that caused Plaintiffs and Class Members to experience repeated instances of failure, rendering the New Vehicle Limited Warranty useless.

844. FCA had a duty to Plaintiffs and Class Members to disclose the Defect because it has the superior position to know about the safety defect in the Class Vehicles' Uconnect systems

845. As a result of FCA's conduct, Plaintiffs and Class Members were harmed and suffered damages in that the Class Vehicles experienced and may continue to experience the Defect.

846. FCA's violations present a continuing risk to Plaintiffs and Class Members, as well as to the general public. FCA's unlawful acts and practices complained of herein affect the public interest.

847. Plaintiffs and Class Members are entitled to equitable relief, damages, including the diminished value of their Class Vehicles, attorneys' fees and costs, and any other relief provided by law.

## **COUNT XLVI**

### **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (Wash. Rev. Code. §§ 62A.2-314 and 62A.2A-212) (On Behalf of Plaintiffs Starr and Useman and the Washington Class)**

848. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

849. Plaintiffs Starr and Useman bring this claim on behalf of themselves and the Washinton Class.

850. FCA is a “merchant” within the meaning of §§ 62A.2-104(1) and 62A.2A-103(1), and “seller” of motor vehicles within the meaning of § 62A.2-103(d).

851. With respect to leases, FCA is a “lessor” of motor vehicles under Wash. Rev. Code § 62A.2A-103(a)(p).

852. Class Vehicles are “goods” under Wash. Rev. Code §§ 62A.2-105(1) and 62A.2A103(1)(h).

853. A warranty that the Class Vehicles were in merchantable quality and condition is implied by law in transactions for the purchase and lease of the Class Vehicles. FCA impliedly warranted that the Class Vehicles were of good and merchantable condition and quality, fit for their ordinary intended use, including with respect to safety, reliability, operability, and substantial freedom from defects.

854. The Class Vehicles, when sold and leased, and at all times thereafter,

were not in merchantable condition, are not fit for the ordinary purpose for which vehicles are used, and fall short of a minimum expectation of quality. Specifically, the Vehicles are inherently defective in that the Uconnect infotainment systems—a central component to the Vehicles that go to the Vehicles’ core functionality—are prone to a multitude of operational issues due to a common defect. The Uconnect system Defect renders the Class Vehicles unmerchantable.

855. FCA was provided notice of the issues complained of herein by numerous consumer complaints made against it, the instant lawsuit, and Plaintiffs’ pre-suit demand letter, within a reasonable amount of time.

856. Plaintiffs and the other Class Members have had sufficient direct dealings with FCA to establish privity of contract between FCA on one hand, and Plaintiff and each of the Class Members on the other hand. Nonetheless, privity is not required here because Plaintiffs and each of the Class Members are the intended third-party beneficiaries of contracts between FCA and its dealers (and, specifically, of FCA’s implied warranties. The dealers were not intended to be the ultimate consumers of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit the consumers only.

857. As a direct and proximate result of the breach of said warranties, Plaintiffs and Class Members were injured, and are entitled to damages.

**COUNT XLVII**  
**COMMON LAW FRAUD/FRAUDULENT OMISSION**  
**(Washington Common Law)**  
**(On Behalf of Plaintiffs Starr and Useman and the Washington Class)**

858. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

859. Plaintiffs Starr and Useman brings this claim on behalf of themselves and the Washington Class.

860. FCA actively, intentionally, and knowingly concealed, suppressed, and/or omitted material facts including the existence of the Defect and the standard, quality, or grade of the Class Vehicles, and the fact that the Class Vehicles contain a Defect and corresponding safety risk, with the intent that Plaintiffs and Class Members rely on FCA's omissions. As a direct result of the FCA's fraudulent conduct, as alleged herein, Plaintiff and members of the Class have suffered actual damages.

861. FCA knew at the time of sale or lease and thereafter that the Class Vehicles contained the Defect, omitted material information about the safety of the Class Vehicles, actively concealed the Defect, and never intended to adequately and permanently repair the Defect during the warranty periods. To date, FCA has not provided Plaintiffs and Class Members with an adequate repair or remedy for the Defect.

862. FCA made material omissions concerning a presently existing or past



fact. For example, FCA did not fully and truthfully disclose to its customers the true nature of the inherent Defect. A reasonable consumer would have expected that the Uconnect infotainment system in the Class Vehicles would not be defective and pose a serious safety risk.

863. The facts concealed or not disclosed by FCA to Plaintiffs and Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease Class Vehicles or pay a lesser price.

864. FCA had a duty to disclose the true performance of the Class Vehicles because knowledge of the Defect and its details were known and/or accessible only to FCA; FCA had superior and exclusive knowledge and access to the facts; and FCA knew the facts were not known to, or reasonably discoverable by, Plaintiffs and Class Members. FCA also had a duty to disclose because they made many general affirmative representations about the qualities of their vehicles, including references as to safety and general operability, which were misleading, deceptive, and incomplete without the disclosure of the additional facts set forth above regarding the actual performance of the Class Vehicles.

865. Had Plaintiffs and the Class known about the defective nature of the Class Vehicles, they would not have purchased or leased the Class Vehicles or would have paid less for them.

866. As a result, Plaintiffs and the other Class Members were fraudulently induced to lease and/or purchase the Class Vehicles with Defect and all the resulting problems.

867. These omissions were made by FCA with knowledge of their falsity, and with the intent that Plaintiffs and Class Members rely upon them.

868. Plaintiffs and Class Members reasonably relied on FCA's omissions and suffered damages as a result. To the extent that FCA's conduct was willful, oppressive, or malicious, Plaintiffs and Class Members are entitled to punitive damages.

**COUNT XLVIII**  
**UNJUST ENRICHMENT**  
**(Washington Common Law)**  
**(On Behalf of Plaintiffs Starr and Useman and the Washington Class)**

869. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

870. Plaintiffs Starr and Useman bring this claim on behalf of themselves and the Washington Class.

871. This claim is pleaded in the alternative to the other claims set forth herein pursuant to Fed. R. Civ. P. 8(d)(2).

872. As the intended and expected result of its conscious wrongdoing, FCA has profited and benefited from the purchase and lease of Class Vehicles equipped with defective Uconnect systems.

873. FCA has voluntarily accepted and retained these profits and benefits, with full knowledge and awareness that, as a result of FCA's misconduct alleged herein, Plaintiffs and the Class were not receiving Class Vehicles of the quality, nature, fitness, or value that had been represented by FCA, and that a reasonable consumer would expect. Specifically, Plaintiffs and the Class members expected that when they purchased or leased Class Vehicles, they would not be equipped with a defective infotainment system.

874. FCA has been unjustly enriched by its fraudulent, deceptive, unlawful, and unfair conduct, and withholding of benefits and unearned monies from Plaintiffs and the Class, at the expense of these parties.

875. Equity and good conscience militate against permitting FCA to retain these profits and benefits.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, hereby respectfully request that this Court enter an Order against FCA providing the following:

A. Certification of the proposed Class(es), appointment of Plaintiffs and their counsel to represent the proposed Class(es), and requiring notice to the proposed Class to be paid by FCA;

- B. Temporarily and permanently enjoining FCA from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged herein;
- C. Injunctive relief in the form of a recall or free replacement program, a warranty extension, or other injunctive and declaratory relief as deemed necessary;
- D. Other equitable relief, including in the form of buyback of the Vehicles;
- E. Costs, restitution, damages, including punitive damages, penalties, and disgorgement in an amount to be determined at trial;
- F. Requiring FCA to pay both pre- and post-judgment interest on any amounts awarded;
- G. An award of costs and attorneys' fees; and
- H. Such other or further relief as may be appropriate.

**JURY DEMAND**

Plaintiffs hereby demand a trial by jury for all claims so triable.

Dated: October 14, 2024

Respectfully submitted,

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