UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

BRADLEY CRAWFORD, CHRISTIAN CHRISTENSEN, GLENN BRAINARD, JACOB LANE, RUSSELL RALEY, HANK VANDERHULST, MICHAEL O'BRIEN, DENNIS SULLIVAN, MATTHEW OGREN, SHAUN GRAHAM, BRANDON BAILEY, GREGORY BRIGGS, KARA GULBRANSON, DEREK GRIESEL, PATRICK PHELAN, JAMES DEALE, PAUL MAIER, NATHAN FELKER, GREG GOUKER, LEROY MAULT, DENNIS DIAZ, REYES VARGAS, GARY GRENDAHL, KEVIN HUNTING, DENNIS ANDERSON, JUSTIN EWING, and KWATERSKI CONSTRUCTION, INC., individually and on behalf of all others similarly situated,

Plaintiffs,

v.

FCA US LLC, f/k/a Chrysler Group LLC, a Delaware corporation,

Defendant.

Case No. 2:20-cv-12341

Hon. Stephen J. Murphy, III
Magistrate Judge David R. Grand

CONSOLIDATED CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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Plaintiffs Bradley Crawford, Christian Christensen, Glenn Brainard, Jacob Lane, Russell Raley, Hank Vanderhulst, Michael O'Brien, Dennis Sullivan, Matthew Ogren, Shaun Graham, Brandon Bailey, Gregory Briggs, Kara Gulbranson, Derek Griesel, Patrick Phelan, James Deale, Paul Maier, Nathan Felker, Greg Gouker, Leroy Mault, Dennis Diaz, Reyes Vargas, Gary Grendahl, Kevin Hunting, Dennis Anderson, Justin Ewing, and Kwaterski Construction, Inc., individually and on behalf of all others similarly situated, file this Consolidated Class Action Complaint ("Complaint") against Defendant FCA US LLC, f/k/a Chrysler Group LLC ("FCA"). This lawsuit is based upon the investigation of counsel and upon information and belief as noted. In support thereof, Plaintiffs state as follows:

I. INTRODUCTION

1. Since at least 2014, Defendant FCA designed, manufactured, distributed, and sold hundreds of thousands of Dodge Ram 1500 and 1500 Classic vehicles equipped with 3.0L EcoDiesel engines (the "Class Vehicles") that contain grossly defective Exhaust Gas Recirculation ("EGR") coolers.[1] These EGR coolers

[1] "The suspect period began on June 12, 2013, when RAM 1500 3.0L EcoDiesel production with the suspect EGR coolers started, and was concluded on October 23, 2019, when production of Ram 1500/1500 Classic vehicles with 3.0L EcoDiesel engines built with the suspect EGR coolers ended." Ex. 1, Part 573 Safety Recall Report for Recall 19V-757 (Nov. 14, 2019), available at https://static. nhtsa.gov/odi/rcl/2019/RCLRPT-19V757-3239.PDF.

are susceptible to thermal fatigue, leading the coolers to crack over time and leak coolant, which can cause combustion within the intake manifold and lead to a vehicle fire.[2] Many owners of the Class Vehicles have already experienced a sudden loss of power and catastrophic fires due to this condition, including the majority of the Plaintiffs in this lawsuit. Here are photos depicting one Plaintiff's devastating truck fire:

[2] "Some 2014-2019MY Ram 1500/1500 Classic ('Ram 1500') vehicles equipped with the 3.0L EcoDiesel engine, may have been built with Exhaust Gas Recirculation ('EGR') coolers that are susceptible to thermal fatigue. Thermal fatigue may cause the cooler to crack internally over time…. An EGR cooler with an internal crack will introduce pre-heated, vaporized coolant to the EGR system while the engine is running. In certain circumstances, this mixture interacts with other hydrocarbons and air in the system, potentially resulting in combustion within the intake manifold, which may lead to a vehicle fire." Ex. 2, Part 573 Safety Recall Report for Recall 19V-757 (Oct. 31, 2019), available at https://static.nhtsa.gov/odi/rcl/2019/RCLRPT-19V757-3602.PDF.

[Photo provided by Plaintiff Griesel]

[Photo provided by Plaintiff Griesel]

2. In October 2019, FCA announced a voluntary safety recall of vehicles equipped with EGR coolers. The recall impacted the 2014–2019 model year Ram

1500 and 1500 Classic trucks equipped with the 3.0L EcoDiesel engine.[3] FCA admitted that the defect places vehicle owners and occupants, as well as those outside the vehicle, at risk of injury[4] and is present in 100% of the affected vehicles.[5]

3. From standard industry pre-launch testing, FCA knew of the defect *before* marketing and selling the vehicles in 2014. Further, FCA knew of the defect *after* the sale of the vehicles based on the numerous customer complaints it received. And yet, FCA continued to market the vehicles. FCA's failure to disclose the EGR Cooler defect—either directly to consumers or through its dealers, which are FCA agents—was material to each and every Plaintiff and member of the putative classes.

4. This is not a case solely about being "slow" to implement a recall fix, although FCA has certainly been slow. While ordinarily an automobile recall may be a path towards relief for affected owners and lessees, and recalls can take some time to be implemented, in this case FCA has, under the cloak of a voluntary recall, made a number of knowingly fraudulent misrepresentations and omissions that have further injured consumers who were already injured by overpaying for defective vehicles at the point of sale or lease. These misrepresentations and

[3] *See* Ex. 1, *supra* n.1.
[4] *Id.*
[5] *Id.*

omissions have shifted the significant and serious risk of inoperable vehicles and injury onto its customers, compounded the danger to customers, and left customers with no meaningful recourse aside from parking their trucks permanently. Every day that these consumers are left without a fix, the danger is compounded.

5. *First*, when the recall was announced in October 2019, FCA told affected consumers that "the remedy for this condition is not currently available" but that the company was "making every effort to finalize the remedy as quickly as possible."[6] Customers were told that they would be notified "when the remedy is available. Once you receive your follow-up notice, simply contact your … dealer right away to schedule a service appointment."[7] This created the expectation that a fix would arrive soon, that it would be available for all defective vehicles regardless of whether the defect had already resulted in a crack or not, and that FCA would contact customers when a remedy was available.[8] This was knowingly fraudulent, as FCA knew at the time, but failed to disclose, that the part it would identify as an "improved" "fix" was a part it was already installing in trucks, but was not an improvement or a fix.

[6] Ex. 3, Important Safety Recall Notice Letter, available at https://static.nhtsa.gov/odi/rcl/2019/RIONL-19V757-4940.pdf.

[7] *Id.*

[8] *Id.*

6. *Second*, affected customers were advised in the interim to "monitor their coolant levels" and contact their dealers if the levels were "consistently low."[9] This created the impression that consumer monitoring would be adequate to mitigate the danger, and that if a customer made a dealership aware of low coolant levels, then contacting the dealership would enable the customer to obtain some remedy. However, if consumers add coolant to their truck, over time, the existing water/glycol mixture can leak out if there is an EGR cooler crack, creating a situation in which the remaining coolant running through the system is not diluted, and is much more flammable. FCA failed to disclose that its instruction to monitor coolant levels might exacerbate the danger to consumers. The majority of the Plaintiffs in this case had a truck fire after the recall announcement, as a result of FCA's failure to provide the fix it promised to provide as part of the recall.

7. *Third*, a delay in providing a fix results in burning coolant, which can result in high emissions. In addition, it can reduce emissions performance. Burning coolant can also damage the emission control catalysts. This is damage that would not be addressed by a remedy that only purportedly replaces the EGR cooler part with a new EGR cooler part. FCA failed to disclose the long term damage to affected trucks from the EGR defect.

[9] *Id.*

8. *Fourth*, FCA later sent notices to certain owners and lessees letting them know that a fix was available for their specific vehicle identification number ("VIN"). The notice indicated that "it is extremely important to take steps now to repair your vehicle to ensure the safety of your passengers."[10] This notice, in addition to suggesting that the earlier message to these same owners that monitoring coolant levels would be sufficient was not correct, misrepresented to owners that a fix was available. However, despite these specific notifications sent to affected owners and lessees, including many Plaintiffs in this case, and FCA's announcement that a fix was available for the 2014–2015[11] and 2016[12] model year vehicles, although not initially for the 2017–2019 model years, affected owners and lessees are still routinely being denied a fix due to part unavailability.

9. *Fifth*, FCA indicated in its Safety Recall Report provided to NHTSA that the EGR cooler is defective in 100% of vehicles as the defect lies in the

[10] Ex. 4, Important Safety Recall Notice Letter. (Note that this letter does not appear on NHTSA's website. NHTSA's website has a letter with this language, but it only lists the 2014 and 2015 models.)

[11] Ex. 5, Dealer Service Instructions for Safety Recall 19V-757 (Apr. 2020), available at https://static.nhtsa.gov/odi/rcl/2019/RCRIT-19V757-1761.pdf#:~:text=Safety%20Recall%20VB1%20%E2%80%93Diesel%20EGR%20CoolerPage%202%20The,cause%20the%20cooler%20to%20crack%20internally%20over%20time.

[12] Ex. 6, Dealer Service Instructions for Safety Recall 19V-757 Diesel EGR Cooler (Rev. May 2020), available at https://static.nhtsa.gov/odi/rcl/2019/RCRIT-19V757-8953.pdf.

cooler's propensity to crack.[13] FCA announced in approximately April 2020 that it would conduct a recall "on all affected vehicles to replace the EGR cooler with a new EGR cooler (part number 68483334AA) that is not susceptible to thermal fatigue."[14] FCA indicated the repair must also be made on all unsold vehicles before retail delivery.[15] Yet dealerships were advised that "part supply is extremely limited" and that, as a result, the EGR cooler should only be replaced "if the part has failed."[16] This contributed to the danger to consumers, including Plaintiffs, as it suggested, wrongly, that the defect was not present in all trucks and contradicted FCA's promise to fix all impacted vehicles.

10. FCA seemingly admits that it misrepresented that all consumers would get a fix, and that in actuality, it is making repair determinations based on part scarcity in this wholly contradictory instruction to dealerships: "An EGR Cooler should only be replaced if the part has failed…. *If the vehicle does not currently need any repairs* and the customer is still concerned for their safety,

[13] Ex. 2, *supra* n.2 ("Estimated percentage with defect: 100%.").

[14] Ex. 7, Part 573 Safety Recall Report for Recall 19V-757 (Apr. 2, 2020), available at https://static.nhtsa.gov/odi/rcl/2019/RCLRPT-19V757-2821.PDF.

[15] *See* Ex. 5, *supra* n.11.

[16] Ex. 8, Customer Handling for SAFETY RECALL VB1: 2014–2019 DS 3.0L EGR Cooler (Dec. 2019), available at https://static.nhtsa.gov/odi/rcl/2019/RCMN-19V757-0602.pdf.

please provide the customer with a loaner vehicle *until such time that the remedy for the recall is available*."[17]

11. *Sixth*, while at the time of the recall FCA indicated to consumers that there was no fix for this dangerous condition, FCA was actively replacing failed EGR coolers with part number 68483334AA, a part available prior to the recall.[18] Then, FCA told impacted consumers, NHTSA, and the public in FCA's Safety Recall Report that a defect-free, redesigned, improved part was available—i.e., the same part number 68483334AA.[19] FCA considers trucks with this part to have received the recall remedy, according to a check of one Plaintiff's impacted vehicle on the NHTSA website.

12. As late as April 21, 2020, FCA was representing that the "improved EGR cooler" that was "not susceptible to thermal fatigue" was part number 68483334AA.[20] However, FCA dealerships reportedly have informed consumers that this is not a redesigned part, but is instead an interim fix. FCA has also

[17] *Id*. (emphasis added).

[18] For example, Plaintiff Nathan Felker received part number 68483334AA in September 2019, prior to FCA's announcement of the recall. *See infra* Section II.A.8.

[19] Ex. 1, *supra* n.1.

[20] Ex. 9, Part 573 Safety Recall Report for Recall 19V-757 (Apr. 21, 2020), available at https://static.nhtsa.gov/odi/rcl/2019/RCLRPT-19V757-6689.PDF.

represented that the part is not readily available, but available if a customer "complains."[21]

13. *Seventh*, beginning in approximately May 2020, FCA identified a *different* part as the recall fix: part number CSNDVB11AB.[22] This unexplained change, and the fact that FCA apparently counts those who received the previously identified part—which existed prior to the recall—as a fix, has resulted in confusion over whether any vehicles have indeed been fixed. Not only does this entirely call into question FCA's representations that a certain percentage of consumers have successfully received a recall fix, it calls into question whether the second part FCA has identified as a fix, beginning in May 2020, is itself an actual remedy.

14. Not only has FCA failed entirely in its efforts to fix these trucks, but its recall announcements themselves have been fraudulent and greatly compounded the danger to consumers. In sum, (1) FCA hid the defect; (2) FCA then led customers to believe that a fix was imminent[23] and that customers could self-monitor the situation, putting them at greater risk; (3) FCA then told consumers

[21] *See infra* Section II.A.8.

[22] Ex. 10, Dealer Service Instructions for Safety Recall 19V-757 (Rev. May 1, 2020), available at https://static.nhtsa.gov/odi/rcl/2019/RCRIT-19V757-5258.pdf.

[23] Ex. 3, *supra* n.6 ("We are making every effort to finalize the remedy as quickly as possible….").

that a fix was available[24] even though this was a pre-recall part; (4) FCA then identified a different fix and is asking consumers to take their word for it that this is a fix; and (5) consumers going in for a fix are still routinely being told that a fix is not available and are being sent back out on the road with their dangerous Class Vehicle.

15. FCA has completely failed its customers by continuing its pattern of putting profits over safety. The company's botched EGR cooler recall comes just five years after FCA received a record civil penalty from the federal government related to the company's failure over several years to provide Early Warning Report data to NHTSA as required under the TREAD Act.[25] That penalty was included in an amendment to a 2015 consent order that NHTSA issued regarding FCA's administration of two dozen safety recalls, with total penalties from that investigation totaling $175 million.[26]

16. At the time, FCA acknowledged its failures, declared its "resolve to improve our handling of recalls and re-establish the trust our customers place in us," and took steps to research "obstacles that discourage consumers from

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[24] *See* Ex. 11, Important Safety Recall notice sent to Plaintiff Hank Vanderhulst; Ex. 12, Important Safety Recall notice sent to Plaintiff Leroy Mault; Ex. 13, second Important Safety Recall notice sent to Plaintiff Leroy Mault.

[25] Ex. 14, NHTSA press release, *U.S. DOT Fines Fiat Chrysler $70 million for Failure to Provide Early Warning Report Data to NHTSA* (Dec. 10, 2015), available at https://one.nhtsa.gov/About-NHTSA/Press-Releases/nhtsa_fca_penalty_12102015.

[26] *Id.*

responding to recall notices"—an effort that is particularly ironic in light of current circumstances surrounding the EGR recall.[27]

17. The ink is also barely dry on the settlement and consent decree resulting from FCA's emissions scandal, which also impacted the Ram 1500 EcoDiesel.[28]

18. FCA also routinely denied its warranty obligations. Under the Class Vehicles' New Vehicle Limited Warranty, FCA is required to address EGR Cooler repairs. EGR Coolers in certain states have additional warranty coverage, and the EGR Cooler is included in an additional extended warranty under the EcoDiesel settlement as well.[29]

19. Customers are entitled to FCA's honesty—if there isn't a remedy readily available, customers should be told this and be given a meaningful choice regarding what to do with their truck. If the initial fix identified is not a true remedy, FCA must tell owners and should not list these vehicles as having been remedied. Customers of all of the affected models who as of this date have not

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[27] Ex. 15, FCA US LLC Consent Order Response (July 26, 2015), available at https://media.fcanorthamerica.com/newsrelease.do?id=16862&mid=431.

[28] Ex. 16, Consent Decree filed in *In re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices, and Products Liability Litigation*, No. 17-md-02777 (N.D. Cal. Jan. 10, 2019), available at https://www.epa.gov/sites/production/files/2019-02/documents/fca-cd.pdf.

[29] *In re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices, and Products Liability Litigation*, No. 17-md-02777 (N.D. Cal.).

been provided with a fix, including those customers who have already experienced a catastrophic event as a result of FCA's deception, are also entitled to reimbursement for the many millions of dollars FCA fraudulently obtained from them, and to compensation for their actual losses.

20. Plaintiffs bring this action individually and on behalf of all other current and former owners or lessees of the Class Vehicles as defined herein. Plaintiffs seek monetary damages, business reforms, and injunctive and other equitable relief for Defendant's misconduct related to the design, manufacture, marketing, sale, and lease of the Class Vehicles, as alleged in this Complaint. Plaintiffs and Class Members are also entitled to a significant award of punitive or exemplary damages given that Defendant deliberately deceived Plaintiffs and Class Members, disregarded their rights to make free and informed consumer choices, damaged them economically, and put them at real risk of physical harm or death.

II. PARTIES

A. The Plaintiffs

1. Bradley Crawford

21. Plaintiff Bradley Crawford ("Plaintiff Crawford") is and was throughout the events pleaded here a citizen of the State of Hawaii, and domiciled in Volcano, Hawaii. On or about March 28, 2016, Plaintiff Crawford purchased a new 2016 Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class

Vehicle" or "Truck") for approximately $47,621.21 from the Kamaaina Motors dealership in Hilo, Hawaii. Plaintiff Crawford had the Class Vehicle registered in his home state of Hawaii. At the time of purchase, the Class Vehicle had approximately 21 miles on it and had a 120,000-mile factory warranty.

22. Unknown to Plaintiff Crawford at the time the Class Vehicle was purchased, it was equipped with an EGR cooler that was defective and did not function as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Crawford out-of-pocket loss, diminished value of the Class Vehicle, and near loss of life.

23. Plaintiff Crawford used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Crawford relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Crawford also relied on the salesperson's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents,

and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect. In approximately October or November 2019, Plaintiff Crawford received a recall notice from FCA indicating that there was a recall on his 2016 Ram 1500 EcoDiesel due to a faulty EGR cooler. That recall notice indicated that there was no remedy or fix for the defect at that time. The notice suggested that owners of Class Vehicles should monitor their vehicle coolant level and contact the dealership if it was low.

24. In May 2020, Plaintiff Crawford received an email from Kamaaina Motors notifying him that a service appointment had been scheduled for him for May 22, 2020. He was told that three recall fixes needed to be done on his truck, including the EGR cooler recall fix. Plaintiff Crawford advised the dealership to do all three recalls, as well as an oil change and a safety check.

25. On May 26, 2020, Plaintiff Crawford received a telephone call from Kamaaina Motors stating that his truck was ready to be picked up, and that all service had been completed. Plaintiff Crawford paid $367.44 for the service and left under the impression that the EGR recall fix had been done.

26. On July 17, 2020, Plaintiff Crawford and his family were traveling on a two-way road in Hawaii when, without any check engine light or warning, the truck experienced a sudden, noticeable loss of power. Plaintiff Crawford pulled over and parked, concerned that the truck would not make it to his destination two

hours away. He then made a U-turn to head immediately to Kamaaina Motors to investigate the issue. Two minutes later, he was approaching a curve in the road, traveling at approximately 50 mph, when he tried to brake but found the brakes soft and unresponsive. He applied full pressure to the brake pedal, while racing to come up with a backup plan if his brakes didn't work. The truck eventually came to a stop. Plaintiff Crawford placed his truck in park and saw light gray smoke coming from the hood. His wife got out of the truck and quickly pulled their daughter out of the back seat. Plaintiff Crawford then got his dog out from the back seat as the truck became fully engulfed in flames.

27. An off-duty police officer and a nearby HELCO employee witnessed the fire. The HELCO employee ran over with a fire extinguisher while the officer called for backup to close the road. Plaintiff Crawford called the fire department. The road was closed and the fire department was on the scene within minutes. Plaintiff Crawford took photographs at the scene and called his insurance company. He also called Kamaaina Motors' service department to notify them. When he was connected to a service manager and explained what happened, he was referred to the FCA phone number for the EGR cooler recall.

28. The vehicle was inspected and FCA concluded that "the information at hand would not permit us to associate the fire with a manufacturing or assembly

error."[30] FCA told Plaintiff that they "decline any assistance associated with this matter" but "sincerely regret the unfortunate fire."[31]

29. At the time of the fire, Plaintiff Crawford's Class Vehicle was still under FCA's 120,000-mile manufacturer's warranty. Plaintiff Crawford's 2016 Ram had approximately 116,000 miles on it at the time of the fire. Plaintiff lost use of his sole vehicle as a result of this catastrophic failure due to the defective EGR cooler. Plaintiff's fire is directly attributable to the defect, and to FCA's delay in implementing a recall remedy.

30. Prior to purchasing the Class Vehicle, Plaintiff Crawford had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, as well as occasionally to pull a food trailer, Plaintiff Crawford saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle that Plaintiff Crawford would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Crawford purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff

[30] Ex. 17, Email from FCA to Plaintiff Crawford (Aug. 5, 2020).
[31] *Id.*

Crawford reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Crawford, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Crawford would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Crawford did not receive the benefit of the bargain, but received less than what was bargained for.

2. Christian Christensen

31. Plaintiff Christian Christensen ("Plaintiff Christensen") is and was throughout the events pleaded here a citizen of the State of Arizona, and domiciled in Glendale, Arizona. On or about April 26, 2019, Plaintiff Christensen purchased a certified pre-owned 2016 Dodge Ram 1500 "Laramie" edition EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $31,260.85, from the Bill Luke Chrysler Jeep and Dodge dealership in Phoenix, Arizona. Plaintiff Christensen had the Class Vehicle registered in his home state of Arizona. At the time of purchase, the Class Vehicle had approximately 15,382 miles on it and had an accompanying warranty.

32. Unknown to Plaintiff Christensen at the time the Class Vehicle was purchased, it was equipped with an EGR cooler that was defective and did not

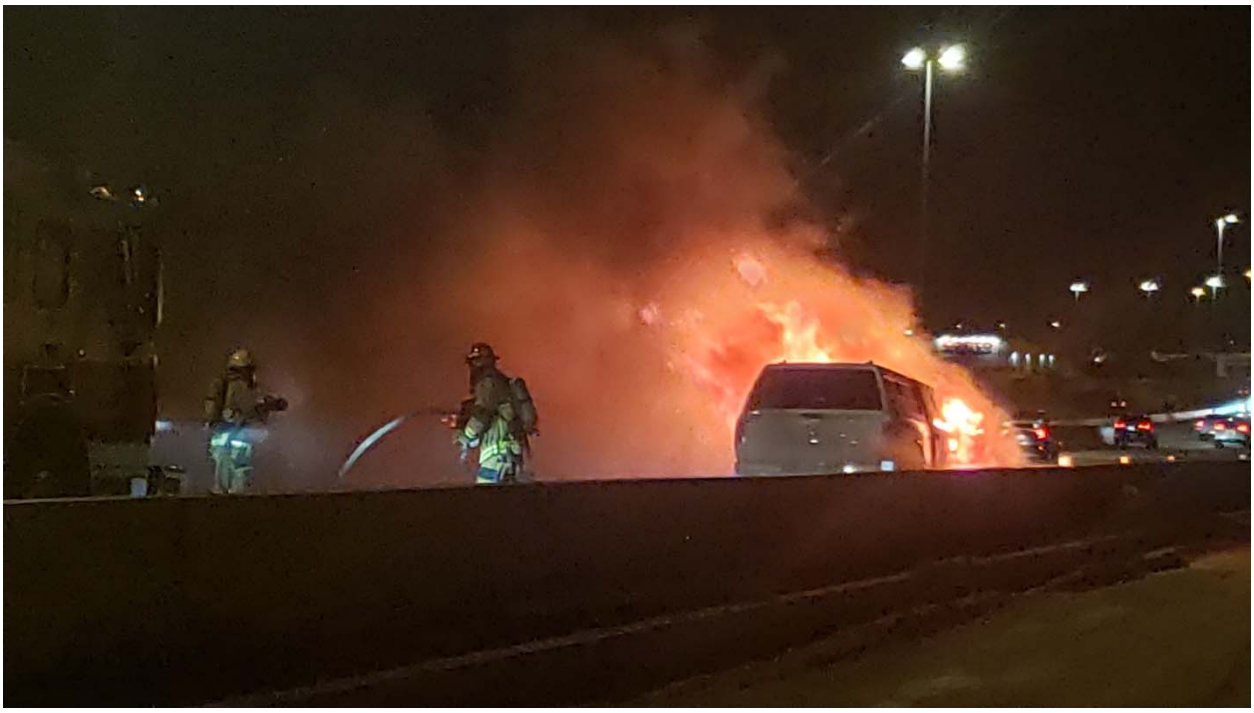
function safely, as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Christensen out-of-pocket loss, diminished value of the Class Vehicle, and near loss of life.

33. Plaintiff Christensen used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Christensen relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Christensen also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

34. In approximately March 2020, Plaintiff Christensen received a recall notice. He cannot recall the wording of the letter but believes that it indicated a fix was available for his truck.

35. Sometime after this, the Bill Luke dealership called Plaintiff Christensen to schedule regular maintenance on his truck. Plaintiff Christensen asked if an EGR cooler recall fix was available and was told that the part was not available, but that he'd be put on a wait list and notified when it was available. On approximately May 21, 2020, Plaintiff Christensen visited the Bill Luke dealership as his truck was ready for an oil change. He again inquired about a recall fix. At that visit he was again told that an EGR cooler fix part was not available and that he would be notified when it was available.

36. Plaintiff Christensen was never notified or provided a fix. On September 8, 2020, Plaintiff Christensen was driving on the freeway when his truck lost all power and the dashboard displayed an electronic throttle control failure warning. Plaintiff Christensen coasted to a stop on the side of the freeway, at which point he could see smoke and hear a popping sound. He exited the vehicle and could see visible flames coming from the wheel well. Within minutes the truck was engulfed in flames. The fire department arrived and put the fire out. The truck was destroyed, as was his camper shell.



37. Plaintiff Christensen contacted the Bill Luke dealership after the fire and was told he was now second or third in line for an EGR cooler recall fix.

38. At the time of the fire, Plaintiff Christensen's Class Vehicle was still under FCA's warranty. Plaintiff Christensen's 2016 Ram had approximately 38,000 miles on it at the time of the fire. Plaintiff lost use of his sole vehicle as a result of this catastrophic failure due to the defective EGR cooler. Plaintiff's fire is directly attributable to the defect and to FCA's delay in implementing a recall remedy.

39. Prior to purchasing the Class Vehicle, Plaintiff Christensen had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Christensen saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle Plaintiff Christensen would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Christensen purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Christensen reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defects. Plaintiff Christensen, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Christensen would have received this disclosure through

his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Christensen did not receive the benefit of the bargain, but received less than what was bargained for.

3. Glenn Brainard

40. Plaintiff Glenn Brainard ("Plaintiff Brainard") is and was throughout the events pleaded here a citizen of the State of California, and domiciled in Ventura, California. On or about October 1, 2015, Plaintiff Brainard purchased a new 2015 Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $38,000 from the Crown Dodge Chrysler Jeep Ram dealership in Ventura, California. Plaintiff Brainard had the Class Vehicle registered in his home state of California. At the time of purchase, the Class Vehicle had approximately 75 miles on it, and it had a 40,000-mile warranty. Plaintiff's EGR Cooler is also covered for seven years/70,000 miles under the California Emissions Warranty.

41. Unknown to Plaintiff Brainard at the time the Class Vehicle was purchased, it was equipped with an EGR cooler that was defective and did not function as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Brainard out-of-pocket loss, diminished value of the Class Vehicle, and near loss of life.

42. Plaintiff Brainard used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Brainard relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Brainard also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

43. On December 17, 2019, Plaintiff Brainard was driving in Thousand Oaks on the 101 freeway, traveling at the speed limit of 70 miles per hour, when he heard a pop. He lost all throttle control and saw black smoke pouring out of his Truck's hood. The smoke started to enter the passenger cabin as Plaintiff Brainard pulled over. A California Highway Patrol officer stopped to check if Plaintiff was okay. Plaintiff Brainard waited an hour for a tow truck. After waiting an hour, he tried to start the Truck. The engine turned over, and the Plaintiff drove it a block

away to the Shaver Chrysler Dodge Jeep Ram and Fiat dealership in Thousand Oaks.

44. Plaintiff Brainard was told by the dealership's service department that his EGR cooler had cracked, and learned for the first time of the EGR cooler defect recall. He was told it could not be repaired with an existing EGR cooler part, as all parts needed were not available. He was also told that it could not be remedied with an improved part, as no remedy was currently available for the recall.

45. Plaintiff Brainard opened up a claim with FCA and the vehicle was inspected. FCA denied that his truck had a truck fire, and yet it told Plaintiff Brainard in January 2020 that the Shaver dealership was making "repairs."

46. However, Plaintiff Brainard's truck continued to sit at the dealership without a new EGR cooler. After two months had passed and the truck was still sitting at the dealership, Plaintiff Brainard realized that FCA would be of no help. He needed a vehicle, so on February 20, he traded in his existing truck to the Shaver dealership for a new one.

47. Plaintiff Brainard ultimately never received any recall notice from FCA relating to the hazardous EGR cooler defect.

48. At the time of the fire, Plaintiff Brainard's Class Vehicle was covered under a warranty. Plaintiff Brainard's 2015 Ram had approximately 68,000 miles on it at the time of the fire. Plaintiff Brainard lost use of his sole vehicle as a result

of this catastrophic failure due to the defective EGR cooler. Plaintiff's fire is directly attributable to the defect, and to FCA's delay in implementing a recall remedy.

49. Prior to purchasing the Class Vehicle, Plaintiff Brainard had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, as well as to occasionally to pull a food trailer, Plaintiff Brainard saw and recalled FCA's advertising, which includes advertising such as websites, commercials, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle that Plaintiff Brainard would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Brainard purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Brainard reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Brainard, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Brainard would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Brainard did

not receive the benefit of the bargain, but received less than what was bargained for.

4. Jacob Lane

50. Plaintiff Jacob Lane ("Plaintiff Lane") is and was throughout the events pleaded here a citizen of the State of California, and domiciled in Placerville, California. On or about February 24, 2018, Plaintiff Lane purchased a new 2017 Dodge Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $45,385 (and a total financed amount of $46,595.28, not including an additional $1,000 down payment) from the Hoblit Chrysler Dodge Jeep Ram dealership in Woodland, California. Plaintiff Lane had the Class Vehicle registered in his home state of California, where it is still registered today. At the time of purchase, the Class Vehicle had approximately four 6 miles on it and had a factory warranty, including an additional extended seven-year/75,000-mile warranty that was included in the financed amount. Plaintiff Lane's EGR Cooler is also covered for seven years/70,000 miles under the California Emissions Warranty.

51. Unknown to Plaintiff Lane at the time the Class Vehicle was purchased, it was equipped with an EGR cooler that was defective and did not function safely, as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing

the Class Vehicle with the EGR cooler defect caused Plaintiff Lane out-of-pocket loss, diminished value of the Class Vehicle, and near loss of life.

52. Plaintiff Lane used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Lane relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Lane also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

53. In approximately late 2019, Plaintiff Lane received a recall notice from FCA indicating that there was a recall on his 2017 Ram 1500 EcoDiesel due to a faulty EGR cooler. That recall notice indicated that there was no remedy or fix for the defect at that time. The notice suggested that owners of Class Vehicles should monitor their vehicle coolant level and contact the dealership if it was low. Plaintiff Lane then received an email from FCA on approximately November 15,

2019, indicating that his truck had an open recall for the EGR Cooler issue and that action was needed to schedule a repair. Plaintiff Lane subsequently received another similar email notice on December 31, 2019, and later in early to mid-2020 he also received a second recall letter indicating that a fix was available for his truck and to bring it in to the dealership.

54. After receiving the November 15, 2019 email notice, Plaintiff Lane immediately scheduled an appointment with Folsom Lake Chrysler Dodge Jeep Ram dealership in Folsom, California, for the following day to get the EGR Cooler recall fix. At that visit, Plaintiff Lane expected to get the recall fix as well as to diagnose a check engine light issue and fix a non-operative USB port in his truck. However, he was told that the EGR Cooler recall fix part was not available. His paperwork from the visit neglects to mention the recall. Subsequent to this visit, Plaintiff Lane also sought a fix on other occasions and from additional dealerships. He contacted the Hoblit Chrysler Dodge Jeep Ram dealership in Woodland, California, and was told that an EGR cooler fix part was not available. Plaintiff Lane also called the Thompsons Chrysler Dodge Jeep Ram dealership in Placerville, California, and continued to check at the Folsom Lake Chrysler Dodge Jeep Ram dealership as well. All dealerships told him that the EGR Cooler fix part was not available. He was told by the Thompsons and Folsom Lake dealerships

that he would be contacted when the EGR Cooler fix part was available. Plaintiff Lane was never called.

55. On September 30, 2020, Plaintiff Lane was driving on the freeway along with his spouse when his truck's dashboard illuminated, showing an electronic throttle control failure warning and a check engine light. The truck then began to lose power and would not go faster than 45 mph. Plaintiff Lane immediately began to exit off the next stop on the freeway, while his spouse called the Folsom Lake dealership to see if they could tow the truck into the dealership to be examined. The service advisor Plaintiff Lane spoke to on the phone told him that the issues were most likely due to the EGR cooler recall, and that he should be prepared to wait several weeks to months for a repair due to the lack of available parts. Plaintiff Lane was also told he would not be provided a loaner vehicle. As he was pulling into a grocery store parking lot, the vehicle lost power completely and stalled. At this point, Plaintiff Lane's truck began to smoke, and he could hear a popping sound. Thick black smoke began pouring out of the air vents, filling the cab with smoke. Plaintiff Lane exited the vehicle and could see visible flames dripping down from above the passenger side wheel well. Plaintiff Lane quickly assisted his spouse out of the truck as she could not assist herself due to disability. Within seconds the truck was engulfed in flames. The fire department arrived and put the fire out. The truck was destroyed. It burned the truck passenger seat and the

windshield melted. Plaintiff's spouse injured her feet because of the fire. Plaintiff did not have time to put the footrests down on her wheelchair as he evacuated her from the truck, and her feet dragged on the ground as he pulled her to safety.

56. At the time of the fire, Plaintiff Lane's Class Vehicle was still under FCA's warranty. Plaintiff Lane's 2017 Ram had approximately 50,510 miles on it at the time of the fire. Plaintiff lost use of his sole vehicle as a result of this catastrophic failure due to the defective EGR cooler.

57. Prior to purchasing the Class Vehicle, Plaintiff Lane had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Lane saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle Plaintiff Lane would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Lane purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Lane reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Lane, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Lane

would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Lane did not receive the benefit of the bargain, but received less than what was bargained for.

5. Russell Raley

58. Plaintiff Russell Raley ("Plaintiff Raley") is and was throughout the events pleaded here a citizen of the State of California, and domiciled in Stockton, California. On or about May 1, 2016, Plaintiff Raley purchased a new 2016 Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $54,000 from the Tracy Chrysler Dodge Jeep Ram dealership in Tracy, California. Plaintiff Raley had the Class Vehicle registered in his home state of California. At the time of purchase, the Class Vehicle had approximately 50 miles on it and had a factory warranty. Plaintiff also paid an additional amount for an extended warranty, and Plaintiff's EGR Cooler is also covered for seven years/70,000 miles under the California Emissions Warranty.

59. Unknown to Plaintiff Raley at the time the Class Vehicle was purchased, it was equipped with an EGR cooler that was defective and did not function as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Raley out-of-pocket loss, diminished value of the Class Vehicle, and near loss of life.

60. Plaintiff Raley used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Raley relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Raley also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

61. In approximately November 2019, Plaintiff Raley received a recall notice from FCA indicating that there was a recall on his 2016 Ram 1500 EcoDiesel due to a faulty EGR cooler. That recall notice indicated that there was no remedy or fix for the defect at that time. The notice suggested that owners of Class Vehicles should monitor their vehicle coolant level and contact the dealership if it was low.

62. On July 7, 2020, Plaintiff Raley was driving East on Highway 50 when his truck lost power, and he saw smoke coming out of the engine

compartment. He coasted approximately 600 yards while the truck was on fire before coming to a stop and exiting the vehicle. Plaintiff Raley, who is a military veteran that has been deemed totally and permanently disabled by Veterans Affairs, was traumatized from the incident as it reminded him of his combat experiences.

63. Plaintiff Raley contacted FCA and the vehicle was inspected. FCA denied responsibility.

64. At the time of the fire, Plaintiff Raley's Class Vehicle was still under FCA's manufacturer's warranty. Plaintiff Raley's 2016 Ram had approximately 94,000 miles on it at the time of the fire. Plaintiff Raley lost use of his sole vehicle as a result of this catastrophic failure due to the defective EGR cooler. Plaintiff's fire is directly attributable to the defect, and to FCA's delay in implementing a recall remedy.

65. Prior to purchasing the Class Vehicle, Plaintiff Raley had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Raley saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle that Plaintiff Raley would subsequently purchase—had enhanced safety, reliability durability compared to

other comparable vehicles on the American market. On the date that Plaintiff Raley purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Raley reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Raley, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Raley would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Raley did not receive the benefit of the bargain, but received less than what was bargained for.

6. Hank Vanderhulst

66. Plaintiff Hank Vanderhulst ("Plaintiff Vanderhulst") is a citizen of the State of California, and domiciled in San Jose, California. On or about August 19, 2014, Plaintiff Vanderhulst purchased a new 2014 Ram 1500 EcoDiesel truck (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $49,145 from the Stevens Creek Dodge dealership in San Jose, California. Plaintiff Vanderhulst had the Class Vehicle registered in his home state of California, where it is currently registered. At the time of purchase, the Class Vehicle was new and Plaintiff Vanderhulst purchased a seven-year/100,000-mile warranty for $700.

Plaintiff's EGR Cooler is also covered for seven years/70,000 miles under the California Emissions Warranty.

67. Unknown to Plaintiff Vanderhulst at the time the Class Vehicle was purchased, it was equipped with an EGR cooler that was defective and did not function as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Vanderhulst suffered out-of-pocket loss and diminished value of the Class Vehicle.

68. Plaintiff Vanderhulst used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Vanderhulst relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Vanderhulst also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

69. In approximately February or March 2020, Plaintiff Vanderhulst received a recall notice from FCA indicating that there was a recall on his 2014 Ram 1500 EcoDiesel due to a faulty EGR cooler. That recall notice indicated that there was a fix available for his specific vehicle and provided his VIN. The notice indicated that it is "extremely important to take steps now to repair your vehicle to ensure the safety of you and your passengers."[32]

70. Following receipt of this notice, Plaintiff Vanderhulst visited the Stevens Creek Chrysler Jeep Dodge dealership to obtain the recall fix for the EGR cooler defect.

71. At that visit, which occurred in approximately March or April, Plaintiff Vanderhulst was told that the EGR cooler recall part was not available. Plaintiff Vanderhulst was told by the dealership that FCA only provided a few parts per week to the dealership for the fix. The dealership told him that they would put him on a wait list that they were maintaining to contact all owners who were waiting for this part, and that he was number eight on the list.

72. Plaintiff Vanderhulst waited but was not contacted by the dealership.

73. In approximately June 2020, Plaintiff Vanderhulst visited the Stevens Creek Chrysler Jeep Dodge dealership again. During this visit he was told by the service technician that he had moved up to fifth on the list.

[32] Ex. 11, *supra* n.24.

74. Plaintiff Vanderhulst waited but was not contacted by the dealership.

75. Plaintiff Vanderhulst returned to the dealership again in July and inquired about the recall fix. He was told that he was still fifth on the wait list.

76. Plaintiff Vanderhulst again waited but was not contacted by the dealership.

77. Plaintiff Vanderhulst returned to the dealership again on July 30, 2020, for an oil change and tire rotation. At this visit he again inquired about the recall fix and was told that he was still fifth on the wait list. He believes his coolant was topped off during this visit.

78. After this visit, Plaintiff Vanderhulst observed that his coolant level dropped again.

79. Prior to purchasing the Class Vehicle, Plaintiff Vanderhulst had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Vanderhulst saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle Plaintiff Vanderhulst would subsequently purchase—had enhanced safety, reliability durability compared to other comparable vehicles on the American market. On the date that Plaintiff Vanderhulst purchased the Class Vehicle, and in connection with his

purchasing the Class Vehicle, Plaintiff Vanderhulst reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Vanderhulst, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Vanderhulst would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Vanderhulst did not receive the benefit of the bargain, but received less than what was bargained for.

80. On approximately September 22, 2020, Plaintiff Vanderhulst received a different EGR cooler part. Paperwork provided to Plaintiff Vanderhulst merely indicates "VB1 Recall" with no further detail. Given FCA's misrepresentations regarding the EGR cooler fix, Plaintiff Vanderhulst does not know if the recall has been remedied. He does not feel safe driving his truck and it is always in the back of his mind whether or not the EGR cooler defect in his truck has indeed been fixed. Plaintiff Vanderhulst is also concerned that his truck may have experienced additional damage from having a defective EGR cooler, such as damage to the emissions control catalysts.

7. Michael O'Brien

81. Plaintiff Michael O'Brien ("Plaintiff O'Brien") is and was throughout the events pleaded here a citizen of the State of Connecticut, and domiciled in

West Haven, Connecticut. On or about September 26, 2019, Plaintiff O'Brien purchased a certified pre-owned 2016 Dodge Ram 1500 "Longhorn" edition EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $35,108.29, including trade-in of Plaintiff's prior vehicle, from the Milford Auto Group dealership in Milford, Connecticut. Plaintiff O'Brien had the Class Vehicle registered in his home state of Connecticut. At the time of purchase, the Class Vehicle had approximately 65,895 miles on it and had a 100,000-mile warranty. Plaintiff's EGR Cooler is also covered for seven years/70,000 miles under his state's emission warranty.

82. Unknown to Plaintiff O'Brien at the time the Class Vehicle was purchased, it was equipped with an EGR cooler that was defective and did not function safely, as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff O'Brien out-of-pocket loss, diminished value of the Class Vehicle, and near loss of life.

83. At the time of purchase, Plaintiff O'Brien noticed that the truck might be leaking coolant. He was told by a mechanic at the Milford Auto Group dealership that his EGR cooler may be bad and that they would replace it once the part was available. The dealership inspected the truck on September 23, 2019, and indicated that it met all FCA standards. The dealership provided Plaintiff O'Brien

with a "we owe you" dated September 26, 2019, indicating "EGR Cooler ordered" and topped off the truck with coolant. Based upon this promised fix, the fact that the truck met all FCA standards, and the fact that Plaintiff O'Brien was not told that the truck should not be driven, Plaintiff O'Brien purchased the truck and drove it off the lot.

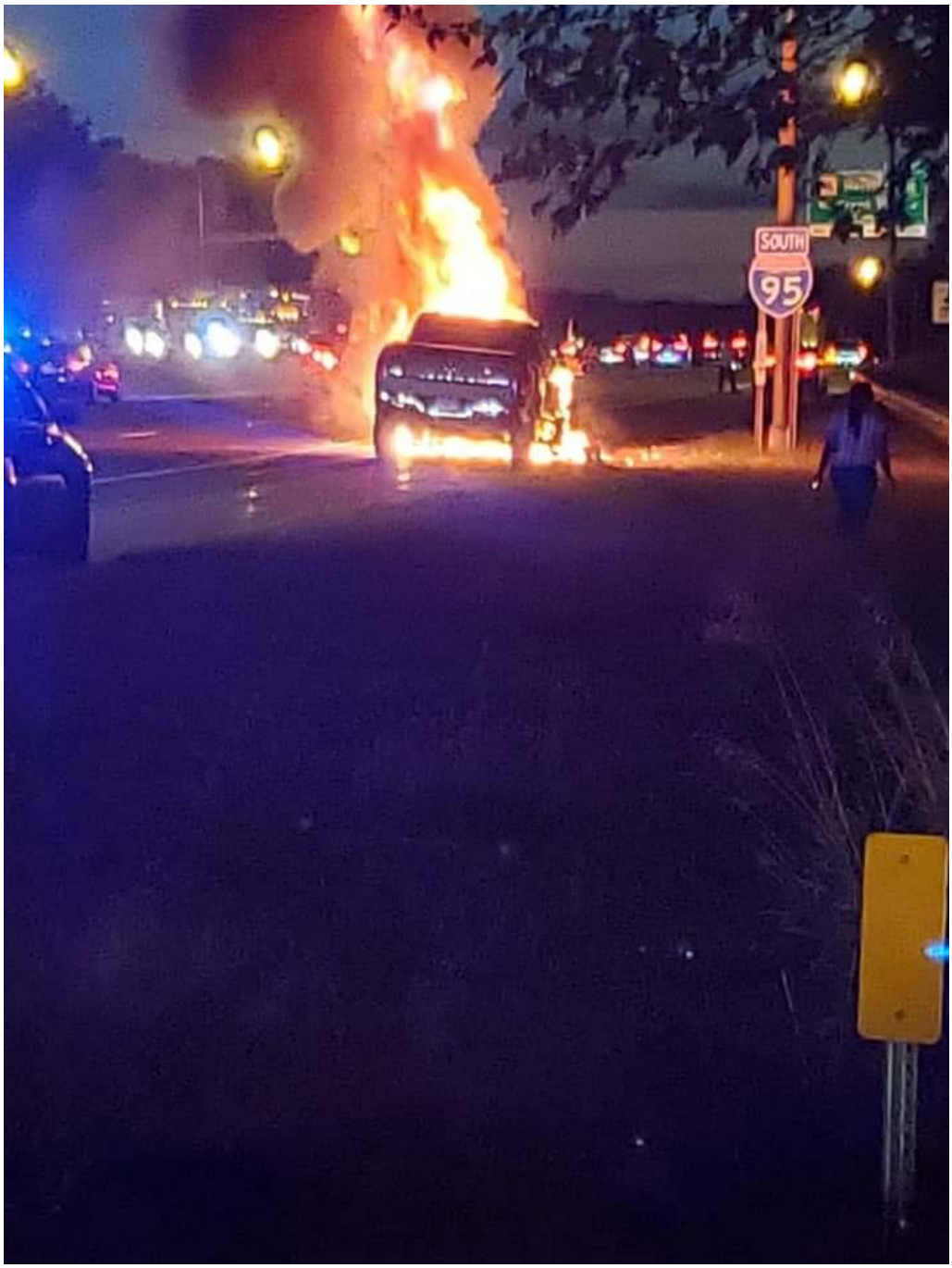
84. Plaintiff O'Brien used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff O'Brien relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff O'Brien also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

85. After purchasing the truck, Plaintiff O'Brien drove home and went to work the following day, September 27. That day the dealership called him to let him know that the part was available. However, Plaintiff O'Brien had committed

to driving a few towns over that evening for an appointment to adopt a puppy. His seven months' pregnant wife came with him. His three-year old daughter almost came with them but they decided against it. Plaintiff O'Brien and his wife had just started on their drive and were in the town of Orange, just a few miles from their home, driving on 1-95 South, when they heard a pop in the truck, the oil pressure warning light illuminated, and they smelled burning plastic. Their truck immediately caught on fire. They exited the truck immediately and it quickly became completely engulfed in flames:[33]

[33] Photo of Plaintiff O'Brien's three year old daughter's car seat after the fire.

[Photo provided by Plaintiff O'Brien]



[Photo provided by Plaintiff O'Brien]

[Photo provided by Plaintiff O'Brien]

[Photo provided by Plaintiff O'Brien]

86. The fire department arrived and put the fire out. The truck was destroyed. As the truck was still smoldering, Plaintiff O'Brien called the Milford Auto Group dealership. He was told by the dealership to call again in the morning.

87. Plaintiff O'Brien went to the Milford Auto Group dealership the next day. The dealership told him that this has "never happened before." The dealership initially refused Plaintiff O'Brien a loaner vehicle. It was only after Plaintiff O'Brien protested that the dealership owner said she would personally pay for it.

88. Plaintiff O'Brien opened a claim with FCA. After FCA's inspection, FCA denied responsibility for the truck fire. FCA's denial letter was dated October 11, less than two weeks before FCA announced the EGR cooler recall. Sometime afterwards, a recall notice was also sent to Plaintiff O'Brien letting him know that the EGR cooler in his truck was defective.

89. At the time of the fire, Plaintiff O'Brien's Class Vehicle was still under FCA's 100,000-mile warranty. Plaintiff O'Brien's 2016 Ram had approximately 60,000 miles on it at the time of the fire. Plaintiff lost use of his sole vehicle as a result of this catastrophic failure due to the defective EGR cooler. Plaintiff's fire is directly attributable to the defect, and to FCA's delay in implementing a recall remedy.

90. Prior to purchasing the Class Vehicle, Plaintiff O'Brien had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff O'Brien saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the

Dodge Ram EcoDiesel—i.e., the Class Vehicle that Plaintiff O'Brien would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff O'Brien purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff O'Brien reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff O'Brien, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff O'Brien would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff O'Brien did not receive the benefit of the bargain, but received less than what was bargained for.

8. Dennis Sullivan

91. Plaintiff Dennis Sullivan ("Plaintiff Sullivan") is and was throughout the events pleaded here a citizen of the State of Connecticut, and domiciled in Easton, Connecticut. On or about March 1, 2016, Plaintiff Sullivan entered into a four-year/15,000-mile per year lease (60,000 miles total) for a new 2016 Dodge Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck"), and then purchased the Truck after the lease for approximately $26,134.71, from the Branhaven Jeep Chrysler Dodge Ram dealership in Branford,

Connecticut. Plaintiff Sullivan had the Class Vehicle registered in his home state of Connecticut. On March 30, 2020, Plaintiff Sullivan purchased the Truck. It was registered in the State of Connecticut during Plaintiff's ownership. At the time of the lease, the Class Vehicle had a three-year/36,000-mile warranty as well as a 100,000-mile factory warranty. Plaintiff's EGR Cooler is also covered for seven years/70,000 miles under his state's emission warranty.

92. Unknown to Plaintiff Sullivan at the time the Class Vehicle was leased and during his ownership, it was equipped with an EGR cooler that was defective and did not function safely, as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Sullivan out-of-pocket loss, diminished value of the Class Vehicle, and near loss of life.

93. Plaintiff Sullivan used the Class Vehicle for personal, family, and/or household uses. Prior to leasing and purchasing the Class Vehicle, Plaintiff Sullivan relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Sullivan also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the

American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

94. Plaintiff Sullivan did not receive an initial recall notice after FCA announced its EGR cooler recall in October 2019.

95. In approximately May 2020, Plaintiff Sullivan purchased $2,200 worth of wheels and tires for his truck.

96. On June 2, 2020, Plaintiff took his truck into the Branhaven dealership for its 70,000-mile maintenance. The truck had approximately 66,639 miles at the time. At this visit the dealership completed a requested 16-point inspection. During this visit the dealership also completed an oil and filter replacement, as well as a brake pad and brake rotor removal and replacement. At no time during this visit did the Branhaven dealership inform Plaintiff Sullivan of the open EGR cooler recall.

97. In approximately August 2020, Plaintiff received a recall notice. This was ten months after the initial recall announcement and was the first time Plaintiff heard about the recall. The recall notice informed him that a fix was available for his Truck.

98. On September 29, 2020, Plaintiff was driving down the highway, about fifteen minutes from home, when he experienced throttle issues and loss of power in the truck. His truck's "throttle error" warning light came on, and he pulled off the side of the highway. Plaintiff saw smoke and flames coming out of the truck's engine and immediately exited the truck. He called 911 as his truck immediately became engulfed in flames.

99. Plaintiff contacted FCA after the fire, but FCA denied responsibility for the truck fire.

100. At the time of the fire, Plaintiff Sullivan's Class Vehicle was still under FCA's 100,000-mile manufacturer's warranty. Plaintiff Sullivan's 2016 Ram had approximately 71,800 miles on it at the time of the fire. Plaintiff lost use of his sole vehicle as a result of this catastrophic failure due to the defective EGR cooler. Plaintiff's fire is directly attributable to the defect, and to FCA's delay in implementing a recall remedy.

101. Prior to purchasing the Class Vehicle, Plaintiff Sullivan had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Sullivan saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle that Plaintiff Sullivan would

subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Sullivan purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Sullivan reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Sullivan, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Sullivan would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Sullivan did not receive the benefit of the bargain, but received less than what was bargained for.

9. Matthew Ogren

102. Plaintiff Matthew Ogren ("Plaintiff Ogren") is a citizen of the State of Maryland, and resides in Waldorf, Maryland. On or about July 2014, Plaintiff Ogren purchased a new 2014 Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $55,000.00 from Sam Lahman Dodge in Peoria, Illinois. Plaintiff Ogren had the Class Vehicle registered in his home state of Maryland, where it is currently registered. Plaintiff Ogren purchased a manufacturer's warranty at the time he bought the truck.

103. Prior to receiving a recall notice from FCA regarding the defective EGR cooler, and after the expiration of his manufacturer's warranty, Plaintiff Ogren's truck caught fire. In October 2019, while at a stop sign, Plaintiff Ogren noticed smoke coming through the vents of his vehicle. The vehicle shut down and Plaintiff Ogren stepped out and opened the hood of the vehicle to discover a full-blown fire. Luckily, a nearby fire truck put the fire out within three minutes. For that reason, the vehicle was initially deemed fixable. Mr. Ogren had the truck towed to a service department, which said they could repair all the damage, except for the EGR cooler, for which they did not have the replacement parts.

104. The recall notice Plaintiff Ogren later received said that there was a fix available for his vehicle, but for Plaintiff Ogren this notice came too late.

105. In approximately December 2019, after several months of being told that his truck was fixable, Plaintiff Ogren was informed by the Waldorf Dodge Ram dealership in Waldorf, Maryland that his truck could not be fixed because the EGR cooler was not available. His insurance company then deemed his truck a total loss.

106. Plaintiff Ogren used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Ogren relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the

vehicle. Plaintiff Ogren also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

107. Unknown to Plaintiff Ogren at the time Plaintiff purchased the Class Vehicle, it was equipped with an EGR cooler that was defective and did not function as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Ogren out-of-pocket losses, diminished the value of the Class Vehicle, and endangered his life and the lives of his passengers.

108. Prior to purchasing the Class Vehicle, Plaintiff Ogren had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Ogren saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the

Dodge Ram EcoDiesel—i.e., the Class Vehicle Plaintiff Ogren would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Ogren purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Ogren reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Ogren, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Ogren would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Ogren did not receive the benefit of the bargain, but received less than what was bargained for.

10. Shaun Graham

109. Plaintiff Shaun Graham ("Plaintiff Graham") is and was throughout the events pleaded here a citizen of the State of Maine, and domiciled in Harrison, Maine. On or about November 16, 2015, Plaintiff Graham purchased a new 2015 Dodge Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for the financed amount of approximately $55,876.50 from the Lee Dodge Chrysler Jeep Ram dealership in Westbrook, Maine. Plaintiff Graham had the Class Vehicle registered in his home state of Maine, where it is

still registered today. At the time of purchase, the Class Vehicle had approximately 256 miles on it and had a new vehicle warranty. Plaintiff's EGR Cooler is also covered for seven years/70,000 miles under his state's emission warranty.

110. Unknown to Plaintiff Graham at the time the Class Vehicle was purchased, it was equipped with an EGR cooler that was defective and did not function safely, as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Graham out-of-pocket loss, diminished value of the Class Vehicle, and near loss of life.

111. Plaintiff Graham used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Graham relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Graham also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents,

and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

112. Plaintiff Graham does not recall receiving a recall notice from FCA regarding the EGR cooler.

113. On approximately August 8, 2020, Plaintiff Graham was driving his truck, traveling approximately 50 mph, when a sensor light appeared on his Truck's dashboard. His truck kept running but lost the ability to accelerate and started to run rough. Plaintiff Graham coasted down a hill into a parking lot and turned off the truck. He immediately saw smoke coming out from the hood. He opened the hood and saw fire. Plaintiff Graham rushed to get his three dogs out of the truck as his truck became engulfed in flames. He called 911. Two people stopped and tried to extinguish the truck fire, but were unsuccessful.

114. Plaintiff Graham filed a case with FCA. FCA initially was unresponsive but eventually contacted Plaintiff Graham and denied responsibility for the fire.

115. At the time of the fire, Plaintiff Graham's Class Vehicle was still under FCA's manufacturer warranty. Plaintiff Graham's 2015 Ram had approximately 115,000 miles on it at the time of the fire. Plaintiff lost use of his sole vehicle as a result of this catastrophic failure due to the defective EGR cooler. He subsequently had to purchase another truck to use for work. Plaintiff's fire is

directly attributable to the defect, and to FCA's delay in implementing a recall remedy.

116. Prior to purchasing the Class Vehicle, Plaintiff Graham had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Graham saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle that Plaintiff Graham would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Graham purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Graham reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Graham, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Graham would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Graham did not receive the benefit of the bargain, but received less than what was bargained for.

11. Brandon Bailey

117. Plaintiff Brandon Bailey ("Plaintiff Bailey") is and was throughout the events pleaded here a citizen of the State of Massachusetts, and domiciled in Dalton, Massachusetts. On or about September 11, 2017, Plaintiff Bailey purchased a certified pre-owned 2014 Dodge Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $37,512.84 from the Herb Chambers Chrysler Dodge Jeep Ram Fiat dealership in Danvers, Massachusetts. Plaintiff Bailey had the Class Vehicle registered in his home state of Massachusetts. At the time of purchase, the Class Vehicle had approximately 57,935 miles on it and Plaintiff purchased a seven-year/100,000-mile bumper-to-bumper warranty. Plaintiff's EGR Cooler is also covered for seven years/70,000 miles under his state's emission warranty.

118. Unknown to Plaintiff Bailey at the time the Class Vehicle was purchased, it was equipped with an EGR cooler that was defective and did not function safely, as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Bailey out-of-pocket loss, diminished value of the Class Vehicle, and near loss of life.

119. Plaintiff Bailey used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Bailey relied on

FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Bailey also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

120. In approximately late 2019 or early 2020, Plaintiff Bailey received a recall notice from FCA indicating that there was a recall on his 2014 Ram 1500 EcoDiesel due to a faulty EGR cooler. That recall notice indicated that there was no remedy or fix for the defect at that time. The notice suggested that owners of Class Vehicles should monitor their vehicle's coolant level and contact the dealership if it was low.

121. On February 21, 2020, Plaintiff Bailey brought his car in for service at the Bedard Bros. Auto Sales Inc. Chrysler Jeep Dodge dealership in Cheshire, Massachusetts. At this appointment, he asked if a remedy was available for the EGR cooler defect in his truck. He was told that the part was not available but was

the dealership said that they would notify him when a part was available. Plaintiff Bailey never was notified by the dealership about a fix after this appointment.

122. On June 2, 2020, Plaintiff Bailey was driving his truck about an hour in Tyringham, Massachusetts, on a dirt road, when the truck died. The EGR light flashed on the dashboard. He then saw smoke and exited the vehicle. He opened up the hood and saw flames. He closed the hood and called 911 but there was no cell service. A bystander happened to be driving by and he flagged her down. She was able to obtain cell service to contact the fire department. The fire department then arrived.

123. Plaintiff Bailey opened up a claim with FCA, but FCA denied responsibility.

124. In October 2020, Plaintiff Bailey contacted the Bedard Bros. dealership to ask them why they allowed him to drive away in his Truck after his February 2020 appointment when they knew about the EGR cooler defect and recall, and knew that a fix was not available. The service manager told Plaintiff Bailey that if the EGR cooler defect was a "serious" issue, then FCA should have instituted a "do not let customer drive away" mandatory order and rental process, which FCA did not do.

125. At the time of the fire, Plaintiff Bailey's Class Vehicle was still under FCA's 120,000-mile manufacturer warranty. Plaintiff Bailey's 2014 Ram had

approximately 78,000 miles on it at the time of the fire. Plaintiff lost use of his sole functional vehicle as a result of this catastrophic failure due to the defective EGR cooler. Plaintiff also lost personal items in his Truck due to the fire. Plaintiff's fire is directly attributable to the defect, and to FCA's delay in implementing a recall remedy.

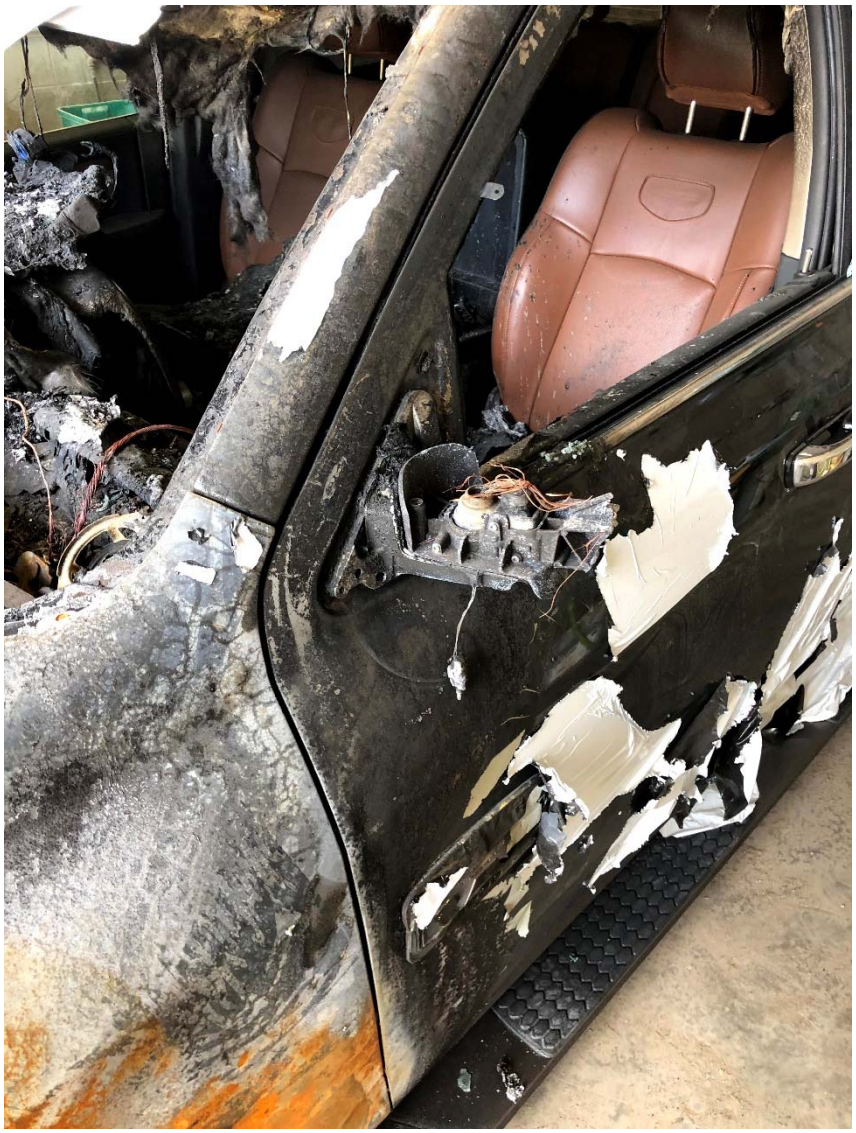
126. Prior to purchasing the Class Vehicle, Plaintiff Bailey had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Bailey saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations and advertisements wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle that Plaintiff Bailey would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Bailey purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Bailey reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Bailey, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Bailey would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less

for it. Plaintiff Bailey did not receive the benefit of the bargain, but received less than what was bargained for.

12. Gregory Briggs

127. Plaintiff Gregory Briggs ("Plaintiff Briggs") is a citizen of the State of Minnesota, and resides in Mankato, Minnesota. On or about April or May 2018, Plaintiff Briggs purchased a 2018 Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") from Lager's Chrysler World Mankato dealership in Mankato, Minnesota. Plaintiff Briggs paid approximately $58,000 to $62,000, taking into account the trade-in value of a 2014 Dodge Ram 1500 EcoDiesel truck. Plaintiff Briggs had the Class Vehicle registered in his home state of Minnesota, where it is currently registered. Plaintiff Briggs obtained the standard warranty at the time he bought the truck.

128. In approximately October 2019, Plaintiff Briggs parked his truck in his garage after running errands, leaving his garage door open. A few minutes after parking, a FedEx delivery person knocked on the door of his house and told Plaintiff Briggs his car was on fire. The fire department was called to put the fire out. The truck was a total loss and Plaintiff Briggs's house was damaged.



129. About three weeks after the catastrophic vehicle fire, Plaintiff Briggs received FCA's October 2019 notice of voluntary recall.

130. Plaintiff Briggs used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Briggs relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Briggs also relied on the sales person's representations and

omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

131. Unknown to Plaintiff Briggs at the time Plaintiff purchased the Class Vehicle, it was equipped with an EGR cooler that was defective and did not function as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Briggs out-of-pocket losses, diminished the value of the Class Vehicle, and endangered his life and the lives of his passengers.

132. Prior to purchasing the Class Vehicle, Plaintiff Briggs had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Briggs saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle Plaintiff Briggs would

subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Briggs purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Briggs reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Briggs, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Briggs would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Briggs did not receive the benefit of the bargain, but received less than what was bargained for.

13. Kara Gulbranson

133. Plaintiff Kara Gulbranson ("Plaintiff Gulbranson") is a citizen of the State of Minnesota, and resides in Pillager, Minnesota. On or about March 2016, Plaintiff Gulbranson purchased a new 2016 Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $52,347.50 from Tanner Motors in Brainerd, Minnesota. Plaintiff Gulbranson had the Class Vehicle registered in her home state of Minnesota, where it is currently registered. Plaintiff Gulbranson obtained the standard warranty and extended warranty at the time of purchase.

134. By approximately December 14, 2020, Plaintiff Gulbranson had contacted Tanner Motors three times to obtain the recall fix for the defective EGR cooler. However, each time, Plaintiff Gulbranson was told that the EGR cooler replacement part was not available. To date, Plaintiff Gulbranson has not been contacted by the dealership to receive the fix.

135. Plaintiff Gulbranson used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Gulbranson relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Gulbranson also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

136. Unknown to Plaintiff Gulbranson at the time Plaintiff purchased the Class Vehicle, it was equipped with an EGR cooler that was defective and did not function as advertised, or as intended by its design. FCA's unfair, unlawful, and

deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Gulbranson out-of-pocket losses, diminished the value of the Class Vehicle, and endangered her life and the lives of her passengers.

137. Prior to purchasing the Class Vehicle, Plaintiff Gulbranson had been looking for an automobile that was safe, durable, and reliable. In contemplating her needs, including the need to purchase a vehicle fit for daily use, Plaintiff Gulbranson saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle Plaintiff Gulbranson would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Gulbranson purchased the Class Vehicle, and in connection with her purchasing the Class Vehicle, Plaintiff Gulbranson reasonably relied—to her detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Gulbranson, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Gulbranson would have received this disclosure through her research, and she would not have purchased the Truck or would have paid less for

it. Plaintiff Gulbranson did not receive the benefit of the bargain, but received less than what was bargained for.

14. Derek Griesel

138. Plaintiff Derek Griesel ("Plaintiff Griesel") is and was throughout the events pleaded here a citizen of the State of Kansas, and domiciled in Arkansas City, Kansas. On or about April 25, 2018, Plaintiff Griesel purchased a used 2016 Dodge Ram 1500 EcoDiesel Laramie Longhorn edition (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $37,000, plus trade-in of Plaintiff Griesel's prior vehicle, from the Jackie Cooper Nissan dealership in Tulsa, Oklahoma. Plaintiff Griesel had the Class Vehicle registered in his home state of Kansas. At the time of purchase, the Class Vehicle had approximately 107,754 miles on it.

139. Unknown to Plaintiff Griesel at the time the Class Vehicle was purchased, it was equipped with an EGR cooler that was defective and did not function safely, as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Griesel out-of-pocket loss, diminished value of the Class Vehicle, and near loss of life.

140. Plaintiff Griesel used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Griesel relied on

FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Griesel also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

141. On approximately May 17, 2019, Plaintiff Griesel's Truck was brought to the Bob Hurley Dodge Chrysler Jeep Ram dealership in Ponca City, Oklahoma. At that visit, the dealership did some active recall fixes. Plaintiff Griesel picked up his Truck on June 12, 2019.

142. On approximately August 12, 2019, Plaintiff Griesel again brought the truck into the Bob Hurley dealership. He brought the Truck in for the specific purpose of having the EGR system checked, as the Truck was losing coolant. He also had acceleration concerns. He picked up the Truck on September 13, 2019. The dealership service department did not check the EGR system at that visit. They simply added coolant, and told Plaintiff Griesel to watch the coolant level.

143. On September 16, 2019, just three days after Plaintiff Griesel picked up his Truck from the Bob Hurley dealership, he was driving alone on a two-lane road to work in Oklahoma, traveling at approximately 55 mph, when his check engine light illuminated.

144. Shortly thereafter, the service throttle control light illuminated. Plaintiff Griesel lost the ability to accelerate. Then, shortly thereafter, the low oil pressure light illuminated and the Truck lost all power. Plaintiff Griesel coasted the Truck into his work location, a group home for individuals with disabilities, to retrieve some necessary work paperwork. He returned outside and was astonished to see smoke coming out from under his Truck's hood. He opened the hood and saw a fire on the left side of the engine bay in the intake/EGR area.

145. Plaintiff Griesel immediately became concerned for the safety of the group home residents, due to the proximity of the Truck to the home. He quickly got into the Truck to put it in neutral via the disengagement lever to roll it away from the home. He had barely gotten back out when the engine bay became fully engulfed in flames.

146. The fire department was called. As Plaintiff Griesel was waiting for them to arrive, the windshield exploded out of the vehicle, sending shards of glass

everywhere. The sunroof, side windows, rear side windows, and rear windshield then shattered. The entire Truck was on fire:[34]

147. Plaintiff Griesel's vehicle had about 152,034 miles on it at the time of the fire and the fire resulted in a total loss. His insurance company quoted him $53,184.89 to repair the vehicle to its pre-fire condition.

148. Plaintiff Griesel contacted FCA. FCA arranged for an inspection after the fire. The inspection report stated that there was no vehicle manufacturing defect. FCA paid for vehicle towing costs, but denied any financial assistance.

[34] Photos provided by Plaintiff Griesel.

149. Approximately one or two months after the fire, Plaintiff Griesel received a recall notice from FCA indicating that there was a recall on his Truck due to a faulty EGR cooler.

150. Plaintiff Griesel lost the use of his Truck, his sole means of transportation. The fire also damaged about $1,000 worth of Plaintiff Griesel's and the group home residents' property. The fire was so severe that there are still shards of glass melted into the pavement and a large blackened spot in the driveway, a reminder Plaintiff Griesel sees every day. The group home had to pay to fix the siding on the group home that had melted due to its proximity to the fire. Plaintiff's fire is directly attributable to the defect, and to FCA's delay in implementing a recall remedy.

151. Prior to purchasing the Class Vehicle, Plaintiff Griesel had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Griesel saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle that Plaintiff Griesel would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Griesel purchased the Class Vehicle, and in connection with his purchasing the

Class Vehicle, Plaintiff Griesel reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Griesel, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Griesel would have received this disclosure through his research and he would not have purchased the Truck or would have paid less for it. Plaintiff Griesel did not receive the benefit of the bargain, but received less than what was bargained for.

15. Patrick Phelan

152. Plaintiff Patrick Phelan ("Plaintiff Phelan") is a citizen of the State of South Carolina, domiciled in Mount Pleasant, South Carolina. On or about October 23, 2015, Plaintiff Phelan purchased a certified pre-owned 2014 Dodge Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $33,742.31, including trade-in of Plaintiff Phelan's 2004 Dodge Ram 1500 truck, from the Brown-Daub, Inc. Dodge Chrysler Ram dealership in Easton, Pennsylvania. At the time, Plaintiff Phelan resided in Nazareth, Pennsylvania, and had the Class Vehicle registered in the state of Pennsylvania. After purchasing the truck, Plaintiff Phelan moved to Mount Pleasant, South Carolina, in December 2015, and registered the truck in his home state of South Carolina after the move. The truck has been registered in South Carolina

continuously since approximately March 2016. At the time of purchase, the Class Vehicle had approximately 15,679 miles on it and had a seven-year/100,000-mile warranty. Plaintiff's EGR Cooler is also covered for seven years/70,000 miles under his state's emissions warranty.

153. Unknown to Plaintiff Phelan at the time the Class Vehicle was purchased, it was equipped with an EGR cooler that was defective and did not function safely, as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Phelan out-of-pocket loss, diminished value of the Class Vehicle, and near loss of life.

154. Plaintiff Phelan used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Phelan relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Phelan also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents,

and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

155. Plaintiff and his wife would occasionally notice an odd sweet smell emanating from the engine compartment. In approximately early 2019, Plaintiff Phelan took his truck into the Rick Hendrick dealership on a couple of occasions and told them it was low on coolant. At those visits, he believes it was topped off with coolant.

156. On approximately May 3, 2019, Plaintiff Phelan was driving on the highway in Charleston, South Carolina, when his truck began running rough and stalled. A warning message then appeared on Plaintiff Phelan's dashboard indicating service control module. Plaintiff Phelan attempted to navigate the Truck off the highway, and it stalled again. Plaintiff Phelan was eventually able to coast the vehicle off the highway and parked it near the intersection of King Street and Carolina Street. He exited the truck and opened the hood, and noticed a fire in the engine compartment. Plaintiff Phelan ran to a nearby convenience store and obtained two buckets of water to try to extinguish the fire. A witness called 911 and the Charleston Fire Department arrived on the scene and put out the fire. Plaintiff experienced smoke inhalation and suffered burns.

157. Plaintiff Phelan filed a case with FCA. FCA rejected his claim.

158. At the time of the fire, Plaintiff Phelan's Class Vehicle was still under FCA's 100,000-mile manufacturer's warranty. Plaintiff Phelan's 2014 Ram had approximately 40,000 miles on it at the time of the fire. Plaintiff lost use of his sole vehicle as a result of this catastrophic failure due to the defective EGR cooler. Plaintiff's fire is directly attributable to the defect, and to FCA's delay in implementing a recall remedy.

159. Prior to purchasing the Class Vehicle, Plaintiff Phelan had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Phelan saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle that Plaintiff Phelan would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Phelan purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Phelan reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Phelan, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Phelan would have received this disclosure through his

research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Phelan did not receive the benefit of the bargain, but received less than what was bargained for.

16. James Deale

160. Plaintiff James Deale ("Plaintiff Deale") is a citizen of the State of Maryland, and resides in Huntingtown, Maryland. On or about November 2015, Plaintiff Deale purchased a used 2015 Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $40,000 from the Keffer Chrysler Jeep Dodge Ram dealership in Charlotte, North Carolina. Plaintiff Deale had the Class Vehicle registered in his home state of Maryland, where it is currently registered. Plaintiff Deale also purchased an extended warranty when he bought the truck.

161. In approximately June 2020, while at a local dealership service department, Plaintiff Deale was notified of the recall regarding the defective EGR cooler. However, he was told that the replacement parts were unavailable. Plaintiff Deale did eventually receive the fix, but only after Plaintiffs' counsel put FCA on notice of this litigation.

162. Plaintiff Deale used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Deale relied on FCA's advertising, which includes advertising such as websites, television, radio,

and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Deale also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

163. Unknown to Plaintiff Deale at the time Plaintiff purchased the Class Vehicle, it was equipped with an EGR cooler that was defective and did not function as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Deale out-of-pocket losses, diminished the value of the Class Vehicle, and endangered his life and the lives of his passengers.

164. Prior to purchasing the Class Vehicle, Plaintiff Deale had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Deale saw and recalled FCA's advertising, which includes advertising such as websites,

television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle Plaintiff Deale would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Deale purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Deale reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Deale, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Deale would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Deale did not receive the benefit of the bargain, but received less than what was bargained for.

17. Paul Maier

165. Plaintiff Paul Maier ("Plaintiff Maier") is a citizen of the State of Washington, and domiciled in Ashford, Washington. At the time he purchased his truck he resided in Bend, Oregon. On or about December 15, 2014, Plaintiff Maier purchased a new 2015 Dodge Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for the amount of approximately $42,005.00 from the Smolich Motors (now Lithia Chrysler Dodge Jeep Ram)

dealership in Bend, Oregon. Plaintiff Maier originally registered the Class Vehicle in the state of Oregon, where he resided at the time, and it is now registered in the state of Washington, where he currently resides. At the time of purchase, the Class Vehicle had approximately 15 miles on it and had a new vehicle warranty of five years/100,000 miles. Plaintiff's EGR Cooler is also covered for seven years/70,000 miles under his state's emission warranty.

166. Unknown to Plaintiff Maier at the time the Class Vehicle was purchased, it was equipped with an EGR cooler that was defective and did not function safely, as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Maier out-of-pocket loss, diminished value of the Class Vehicle, and near loss of life.

167. Plaintiff Maier used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Maier relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Maier also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in

correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

168. Plaintiff Maier recalls receiving a recall notice from FCA regarding the EGR cooler.

169. In approximately September 2020, Plaintiff Maier reached out to the Smolich Motors dealership to address the EGR cooler defect recall, as well as two additional open recalls on his truck. He was told by the dealership that the parts needed for the EGR cooler defect recall (and one other open recall on his vehicle), were not available.

170. On approximately November 29, 2020, Plaintiff Maier was driving his truck, traveling approximately 65 mph, when his truck began to lose power, and several sensor lights appeared on the dashboard. Plaintiff Maier coasted his truck to the side of the road as the truck's cab filled with smoke. He exited the vehicle and saw smoke emerging from under the hood. He opened the hood and the smoke slowly disappeared, but a few minutes later, the smoke increased again, and the truck's engine compartment was engulfed in fire. Plaintiff Maier removed his belongings from the truck. A bystander stopped to assist and dialed 911 and

provided a fire extinguisher that Plaintiff Maier used to put out the fire. Police and the fire department then arrived on the scene.

171. Plaintiff Maier filed a case with FCA. He has been told that FCA plans to inspect his truck. Plaintiff Maier was also verbally told by Quentin Dasilva, the service manager at Smolich Dodge, that his truck fire appeared to possibly have been caused by the EGR cooler defect.

172. At the time of the fire, Plaintiff Maier's Class Vehicle was still under FCA's manufacturer warranty. Plaintiff Maier's 2015 Ram had approximately 127,850 miles on it at the time of the fire. Plaintiff lost use of his sole vehicle as a result of this catastrophic failure due to the defective EGR cooler. Plaintiff's fire is directly attributable to the defect, and to FCA's delay in implementing a recall remedy.

173. Prior to purchasing the Class Vehicle, Plaintiff Maier had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Maier saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle that Plaintiff Maier would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff

Maier purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Maier reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Maier, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Maier would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Maier did not receive the benefit of the bargain, but received less than what was bargained for.

18. Nathan Felker

174. Plaintiff Nathan Felker ("Plaintiff Felker") is and was throughout the events pleaded here a citizen of the State of Tennessee, and domiciled in Knoxville, Tennessee. On or about April 16, 2016, Plaintiff Felker purchased a new 2016 Dodge Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $50,929.51, including trade-in of Plaintiff Felker's prior vehicle, from the Secret City Chrysler, Dodge, Jeep dealership in Oak Ridge, Tennessee. Plaintiff Felker had the Class Vehicle registered in his home state of Tennessee, where it is still registered today. At the time of purchase, the Class Vehicle had approximately 56 miles on it and had a 100,000 mile factory warranty.

175. Unknown to Plaintiff Felker at the time the Class Vehicle was purchased, it was equipped with an EGR cooler that was defective and did not function safely, as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Felker out-of-pocket loss, diminished value of the Class Vehicle, and near loss of life.

176. Plaintiff Felker used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Felker relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Felker also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

177. On August 4, 2019, Plaintiff Felker was driving down the highway, about half way through his three-hour commute to work, when his truck's check

engine light illuminated, the truck made a loud pop sound, and the truck immediately lost all power. Plaintiff Felker quickly put his truck in neutral and managed to steer it to the side of the road. He turned off the key, and let his truck sit for a few minutes. Plaintiff Felker then tried to start the truck up again, but it would not start. Plaintiff Felker was stranded on the side of the road, and called his fiancée to pick him up. He arranged to have the truck towed to the nearest dealership, Chantz Scott Auto Group. Plaintiff Felker had to miss a day of work. At this visit, the dealership replaced the air filter in Plaintiff Felker's truck. Plaintiff Felker opened a case with FCA after this incident.

178. Plaintiff Felker got his Truck back, but soon thereafter, on approximately August 23, 2019, Plaintiff Felker observed that his truck was losing coolant. Plaintiff Felker called FCA customer care after this incident, and asked that FCA make an appointment for him so he could bring in his truck for service. FCA set up a September 6, 2019 appointment for Plaintiff Felker at the Harper Jeep Ram Chrysler Dodge dealership in Alcoa, Tennessee.

179. On September 1, 2019, days before Plaintiff Felker's scheduled dealership appointment, he was driving his truck, preparing to enter the highway, when he heard a loud pop, lost power in his truck, and saw smoke coming out of the air vents. He immediately shifted the truck into neutral and rolled it into a nearby parking lot. Plaintiff Felker popped the truck's hood and saw smoke around

the intake manifold. After this incident, the truck was towed to the Jim Cogdill Dodge Chrysler Jeep Ram dealership in Knoxville. On approximately September 3, the dealership diagnosed a hole in the truck's intake manifold, behind the EGR tube. The dealership also confirmed that the EGR tube had coolant inside, which caused the intake manifold to overheat. The dealership also documented a small leak on the fuel return line. An EGR cooler bearing part number 68483334AA was installed.

180. On approximately January 17, 2020, Plaintiff Felker again observed that he was losing coolant, and his check engine light was illuminated. On that date, Plaintiff Felker took the truck to the Harper, Jeep, Ram, Chrysler Dodge dealership in Aloca, Tennessee. The dealership diagnosed leaking coolant "caused by leaking EGR cooler." An EGR cooler was installed bearing part number 68483334AA. New O-rings were also installed in the truck. Plaintiff again contacted FCA customer car to open up an incident number. During one call, he was told that the EGR cooler part he received was a "redesigned" part that was not readily available, but was provided to customers like Plaintiff Felker, who "complained."

181. Plaintiff Felker has not received any EGR recall notice since FCA announced the EGR Cooler recall. However, Plaintiff Felker has repeatedly continued to experience coolant loss, which has not been remedied even after FCA

has twice replaced his cooler with part 68483334AA that FCA represented to Plaintiff and consumers is "improved" and free from defect.

182. On April 23, 2020, Plaintiff Felker again noticed his truck was losing coolant. He returned his truck to the Harper dealership that day and reported the coolant loss. The dealership confirmed that the Truck's coolant was low. The dealership pressure-tested the system and "found coolant supply line under intake manifold leaking." Multiple parts were replaced, including a new EGR tube using new gaskets. Notably, the dealership's paperwork from this visit stated "shows recall VB1 performed but has never been performed," contradicting FCA's claim that part 68483334AA was the defect-free recall fix.

183. On approximately May 8, 2020, Plaintiff Felker again noticed his Truck was losing coolant. He again took his Truck to the Harper dealership. They just topped off his coolant and told Plaintiff to continue to drive the Truck. Plaintiff requested an invoice be provided for this visit documenting the coolant top-off, but he was refused paperwork.

184. Plaintiff Felker again noticed that his Truck was losing coolant on approximately June 4, 2020, and returned the truck to the Harper dealership that day, reporting the coolant loss. The dealership pressure-tested the cooling system and "found water by pass leaking." A new water bypass was installed along with other parts. The cooling system was checked and "no leaks" were found.

185. Plaintiff Felker again noticed his truck was losing coolant on approximately July 20 and returned the Truck to the dealership. At this visit, the dealership topped off the coolant in the truck. Plaintiff was advised to drive the truck and return it at a later date if he continued to see coolant loss.

186. On approximately September 4, Plaintiff Felker again noticed his Truck was losing coolant, and that his truck temperature was running high at times. He returned the truck to the Harper dealership. The dealership told him that they did not think it was losing coolant, and no leaks were found. The dealership told him that if it was losing coolant, they speculated that it could be the Truck's radiator cap allowing pressure to get out and allowing the coolant to boil. They told him that any needed radiator cap fix was not covered by warranty. At this visit, he was told that his coolant loss wasn't considered low enough as it was not documented during the dealerships test, which only observed the truck while it was idling, not while it was being driven.

187. At the time of the smoke incident, Plaintiff Felker's Class Vehicle was still under FCA's 100,000-mile manufacturer warranty. Plaintiff Felker's 2016 Ram had approximately 93,226 miles on it at the time of the fire. Plaintiff has taken his truck to the dealership no less than seven times in the past year for leaking coolant. On every occasion, Plaintiff has missed work and has lost use of the primary vehicle utilized for his lengthy commute, as a result of this

catastrophic failure due to the defective EGR cooler. Plaintiff's fire is directly attributable to the defect, and to FCA's delay in implementing a recall remedy.

188. Prior to purchasing the Class Vehicle, Plaintiff Felker had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Felker saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle that Plaintiff Felker would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Felker purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Felker reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Felker, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Felker would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Felker did not receive the benefit of the bargain, but received less than what was bargained for.

189. NHTSA's website indicates Plaintiff Felker does not have an open recall for the 19-757 recall.[35] This indicates that FCA is representing that part 68483334AA is a recall fix.

19. Greg Gouker

190. Plaintiff Greg Gouker ("Plaintiff Gouker") is a citizen of the State of Texas, and domiciled in Cedar Creek, Texas. On or about December 19, 2019, Plaintiff Gouker purchased a used 2016 Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $25,000 from the Benny Boyd Gonzales Chrysler Dodge Jeep Ram dealership in Gonzales, Texas. Plaintiff Gouker had the Class Vehicle registered in his home state of Texas. Plaintiff cannot recall the terms of his truck purchase and whether it was an "as is" purchase or whether a warranty accompanied the purchase, but he recalls the presence of a drive train warranty. Plaintiff was not told that his truck had an open recall at the time of sale.

191. Unknown to Plaintiff Gouker at the time the Class Vehicle was purchased, it was equipped with an EGR cooler that was defective and did not function as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the

[35] As of December 1, 2020, a check of NHTSA's website for VIN No. 1C6RR7LMXGS116039 at https://www.nhtsa.gov/recalls does not show an open recall for NHTSA campaign 19V-757.

Class Vehicle with the EGR cooler defect caused Plaintiff Gouker out-of-pocket loss and diminished value of the Class Vehicle.

192. Plaintiff Gouker used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Gouker relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Gouker also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

193. Plaintiff Gouker made two visits to the Benny Boyd dealership for oil changes. On neither visit was Plaintiff Gouker informed that there was an open recall on this truck.

194. In 2020, Plaintiff Gouker received a recall notice from FCA indicating that there was a recall on his 2016 Ram 1500 EcoDiesel due to a faulty EGR cooler. That recall notice indicated that a fix was available for the EGR cooler

defect in Plaintiff Gouker's Truck, and that Plaintiff should bring the Truck in for the fix.

195. After this notice was received, Plaintiff Gouker was driving his truck when he experienced a loss of power, smoke, and sparks. His Truck was towed to a Dodge dealership where it was diagnosed as having a bad EGR cooler and water pump.

196. Plaintiff Gouker's Truck was repaired with the "C" part. Plaintiff Gouker no longer feels comfortable driving his Truck. Plaintiff's smoke incident is directly attributable to the defect, and to FCA's delay in implementing a recall remedy.

197. Prior to purchasing the Class Vehicle, Plaintiff Gouker had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Gouker saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle that Plaintiff Gouker would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Gouker purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Gouker reasonably relied—to his detriment—on the

representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Gouker, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Gouker would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Gouker did not receive the benefit of the bargain, but received less than what was bargained for.

198. Plaintiff Gouker recently received a new EGR cooler part. Given FCA's misrepresentations regarding the EGR cooler fix, Plaintiff Gouker does not know if the recall has been remedied. He does not feel safe driving his truck and it is always in the back of his mind whether or not the EGR cooler defect in his truck has indeed been fixed. He keeps his truck parked, opting to drive another vehicle. Plaintiff Gouker is also concerned that his truck may have experienced additional damage from having a defective EGR cooler, such as damage to the emissions control catalysts.

20. Leroy Mault

199. Plaintiff Leroy Mault ("Plaintiff Mault") is a citizen of the State of Idaho, and domiciled in Buhl, Idaho. At the time he purchased his truck, Plaintiff Mault resided in Draper, Utah. On or about October 14, 2016, Plaintiff Mault purchased a new 2016 Ram 1500 EcoDiesel Big Horn edition truck (for the

purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $47,000 from the Ken Garff West Valley Chrysler Jeep Dodge Ram dealership in West Valley City, Utah. Plaintiff Mault had the Class Vehicle registered in his home state of Utah, and it is currently registered in Idaho. At the time of purchase, the Class Vehicle was new and had a three-year/36,000-mile warranty.

200. Unknown to Plaintiff Mault at the time the Class Vehicle was purchased, it was equipped with an EGR cooler that was defective and did not function as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Mault out-of-pocket loss and diminished value of the Class Vehicle.

201. Plaintiff Mault used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Mault relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Mault also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by

FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

202. In approximately October or November 2019, Plaintiff Mault received a recall notice from FCA indicating that there was a recall on his 2016 Ram 1500 EcoDiesel due to a faulty EGR cooler. That recall notice indicated that there was no remedy or fix for the faulty EGR cooler at that time. The notice suggested that owners of Class Vehicles should monitor the vehicle coolant level and contact the dealership if it was consistently low.[36]

203. In approximately March or April 2020, Plaintiff Mault contacted a dealership near his home, Larry H. Miller Chrysler Jeep Dodge in Sandy, Utah, to see if a remedy was available for the EGR cooler defect.

204. At that visit, Plaintiff Mault was told that the EGR cooler recall part was not available. The dealership told him that they would put him on the list they were maintaining to contact all owners who were waiting for this part. This dealership still has not called Plaintiff Mault.

205. Shortly thereafter, Plaintiff Mault took his car to a local Jiffy Lube for service and to check the coolant level. At that visit, the mechanic noted that his car

[36] Ex. 12, *supra* n.24.

was losing coolant and added coolant. Plaintiff Mault was charged for the visit and for the coolant.

206. Plaintiff Mault moved to Idaho on approximately May 1, 2020.

207. In approximately May or June 2020, Plaintiff Mault received a recall letter from FCA addressed to his Idaho address indicating that a fix was available for his 2016 truck and providing his vehicle VIN. The recall letter to Plaintiff Mault indicated that "it is extremely important to take steps now to repair your vehicle to ensure the safety of you and your passengers."[37] Plaintiff Mault then contacted his local dealership, Lithia Chrysler Jeep Dodge in Twin Falls, Idaho, to get the EGR coolant fix.

208. At this visit, which occurred in approximately June 2020, the dealership told him the part was not available. The dealership told Plaintiff Mault that they were not maintaining a customer wait list for the part. Plaintiff Mault was told to just keep calling the dealership once per month to see if the part is available.

209. Plaintiff Mault was deprived of the use of his Truck while he was awaiting a fix, as he did not feel comfortable driving his Truck due to the fact that a repair was needed, according to FCA, to make his car safe, but that, according to the FCA dealership, this repair was not available.

[37] Ex. 13, *supra* n.24.

210. Prior to purchasing the Class Vehicle, Plaintiff Mault had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Mault saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle that Plaintiff Mault would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Mault purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Mault reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Mault, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Mault would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Mault did not receive the benefit of the bargain, but received less than what was bargained for.

211. Plaintiff recently received a new EGR Cooler part after keeping his truck parked for six months, avoiding all but the most minimal use, due to his fear of a fire. Given FCA's misrepresentations regarding the EGR cooler fix, Plaintiff

Mault does not know if the recall has been remedied. He does not feel safe driving his truck and it is always in the back of his mind whether or not the EGR cooler defect in his truck has indeed been fixed. Even when Plaintiff Mault presented his truck for the recent fix, he spoke to someone at the Lithia Chrysler Jeep Dodge dealership who told him that a recall fix was not available. It was not until he provided his name that he was told that a recall fix was available for him. Plaintiff Mault is also concerned that his truck may have experienced additional damage from having a defective EGR cooler, such as damage to the emissions control catalysts.

21. Dennis Diaz

212. Plaintiff Dennis Diaz ("Plaintiff Diaz") is and was throughout the events pleaded here a citizen of the State of Nevada, and domiciled in Las Vegas, Nevada. On or about August 22, 2017, Plaintiff Diaz purchased a used 2016 Dodge Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $43,000 from the Stephen Wade Chrysler Jeep Dodge Ram Fiat dealership in St. George, Utah. Plaintiff Diaz had the Class Vehicle registered in his home state of Nevada, where it is still registered today. At the time of purchase, the Class Vehicle had approximately 25,675 miles on it.

213. Unknown to Plaintiff Diaz at the time the Class Vehicle was purchased, it was equipped with an EGR cooler that was defective and did not

function safely, as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Diaz out-of-pocket loss, diminished value of the Class Vehicle, and near loss of life.

214. Plaintiff Diaz used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Diaz relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Diaz also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

215. Plaintiff Diaz was not notified about the recall when it was first opened by FCA in October 2019. In approximately late April or early May 2020, Plaintiff Diaz received a recall notice from FCA indicating that there was a recall

on his 2016 Ram 1500 EcoDiesel due to a faulty EGR cooler. That recall notice indicated that there was a fix for the defect and to bring his truck in.

216. Plaintiff Diaz contacted his dealership after receiving the letter and the soonest available appointment was on July 23, 2020. However when he inquired about the EGR cooler fix at that appointment, he was told by the dealership that the EGR cooler recall fix part was not available and that it would be at least seven to nine months before a part might be available, as they were backordered.

217. On October 27, 2020, Plaintiff Diaz was driving on Highway 15 northbound when his Truck's check engine light illuminated and his truck started to lose power. He pulled over and saw smoke. He exited the vehicle and opened the hood, and he saw more smoke and a light towards the rear of the engine. Plaintiff Diaz realized that light was a fire. He tried to douse the fire with a bottle of water and called 911. By the time firefighters arrived, the fire had nearly breached his Truck's passenger compartment.

218. Plaintiff Diaz opened up a claim with FCA. Plaintiff Diaz requested a rental car while the matter was being investigated, but was denied a rental by FCA. FCA also denied his claim.

219. At the time of the fire, Plaintiff Diaz's Class Vehicle was still under FCA's 120,000-mile manufacturer's warranty. Plaintiff Diaz's 2016 Ram had approximately 87,900 miles on it at the time of the fire. Plaintiff Diaz lost use of

his sole vehicle as a result of this catastrophic failure due to the defective EGR cooler. Plaintiff's fire is directly attributable to the defect, and to FCA's delay in implementing a recall remedy.

220. Prior to purchasing the Class Vehicle, Plaintiff Diaz had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Diaz saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle that Plaintiff Diaz would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Diaz purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Diaz reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Diaz, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Diaz would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Diaz did not receive the benefit of the bargain, but received less than what was bargained for.

22. Reyes Vargas

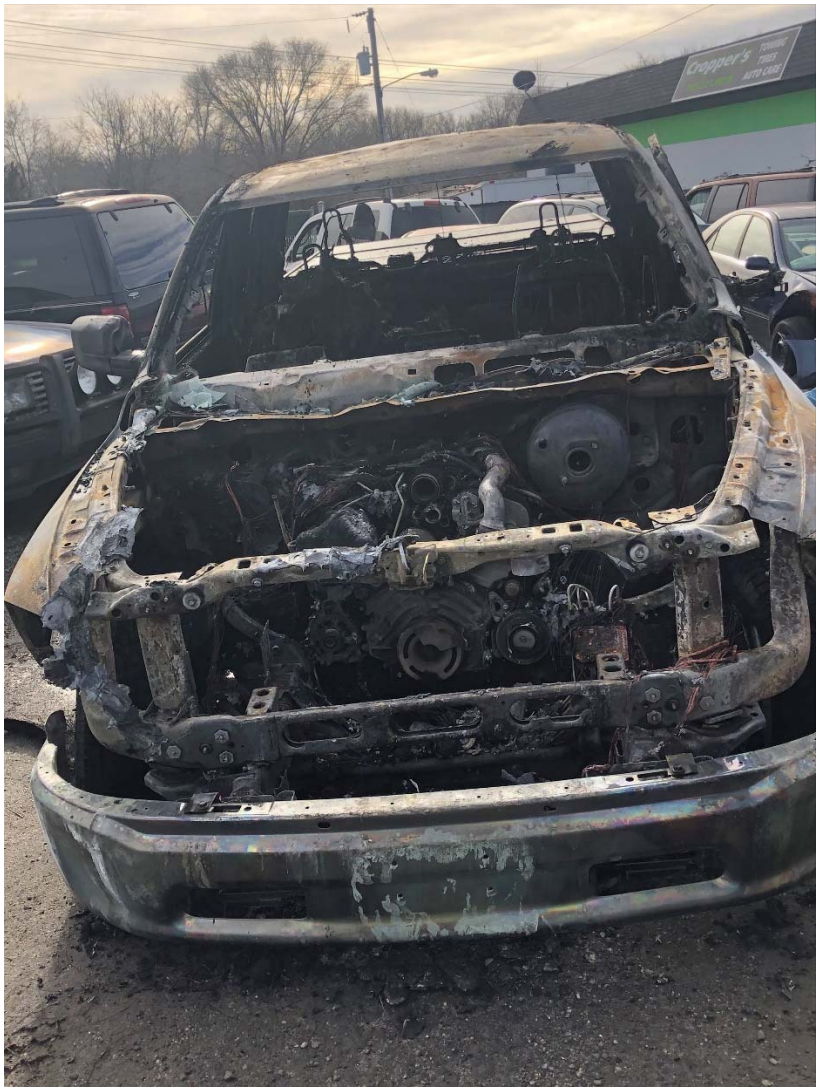
221. Plaintiff Reyes Vargas ("Plaintiff Vargas") is a citizen of the State of Virginia, and resides in Stafford, Virginia. On or about December 2015, Plaintiff Vargas purchased a new 2015 Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $42,000 from Stafford Chrysler Dodge Jeep Ram & Fiat of Fredericksburg in Fredericksburg, Virginia. Plaintiff Vargas had the Class Vehicle registered in his home state of Virginia, where it is currently registered. Plaintiff Vargas purchased an extended warranty when he bought the truck.

222. By November 2019, Plaintiff Vargas received a recall notice from FCA regarding the defective EGR cooler. That recall notice said that there was a fix available for his truck.

223. In approximately December 2019, Plaintiff Vargas had his truck serviced at the dealership in Fredericksburg for an unrelated issue, was further informed of the recall, but was unable to obtain the recall fix for the defective EGR cooler. Later, Plaintiff Vargas was informed that the EGR cooler recall part was not available.

224. In February of 2020, at approximately 4 a.m., Plaintiff Vargas was driving the vehicle on I-95 from Stafford to Fort Belvoir Military Base hospital. When Plaintiff Vargas was several miles from home, the vehicle lost power and

Plaintiff Vargas drove over to the shoulder. When Plaintiff Vargas opened the door to get out of the vehicle, the vehicle caught fire and subsequently exploded.



225. Plaintiff Vargas used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Vargas relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Vargas also relied on the sales person's representations and

omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

226. Unknown to Plaintiff Vargas at the time Plaintiff purchased the Class Vehicle, it was equipped with an EGR cooler that was defective and did not function as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Vargas out-of-pocket losses, diminished the value of the Class Vehicle, and endangered his life and the lives of his passengers.

227. Prior to purchasing the Class Vehicle, Plaintiff Vargas had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Vargas saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle Plaintiff Vargas would

subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Vargas purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Vargas reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Vargas, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Vargas would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Vargas did not receive the benefit of the bargain, but received less than what was bargained for.

23. Gary Grendahl

228. Plaintiff Gary Grendahl ("Plaintiff Grendahl") is and was throughout the events pleaded here a citizen of the State of Washington, and domiciled in Castle Rock, Washington. On or about August 17, 2019, Plaintiff Grendahl purchased a pre-owned 2016 Dodge Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $42,652 from the McCord Dodge Chrysler Jeep dealership in Longview, Washington. Plaintiff Grendahl had the Class Vehicle registered in his home state of Washington. At the time of purchase, the Class Vehicle had approximately 40,000 miles on it and had

a lifetime powertrain warranty and an additional wrap warranty. Plaintiff's EGR Cooler is also covered for seven years/70,000 miles under his state's emission warranty.

229. Unknown to Plaintiff Grendahl at the time the Class Vehicle was purchased, it was equipped with an EGR cooler that was defective and did not function safely, as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Grendahl out-of-pocket loss, diminished value of the Class Vehicle, and near loss of life.

230. Plaintiff Grendahl used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Grendahl relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Grendahl also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents,

and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

231. In approximately August 2020, Plaintiff Grendahl received a recall notice from FCA indicating that there was a recall on his 2016 Ram 1500 EcoDiesel due to a faulty EGR cooler. That recall notice indicated that there was no remedy or fix for the defect at that time. The notice suggested that owners of Class Vehicles should monitor their vehicle coolant level and contact the dealership if it was low. Plaintiff Grendahl received this recall notice nearly ten months after FCA's recall.

232. After receiving this letter, Plaintiff Grendahl contacted the McCord's dealership. He was told there was a long wait for the EGR cooler fix to be installed. At no time was Plaintiff told by the dealership not the drive his Truck while he awaited the recall fix.

233. On approximately September 20, 2020, Plaintiff Grendahl was driving his truck on Interstate 84, approximately twenty miles from Pendleton, Oregon, when his check engine light illuminated. He pulled over but his truck would not shut off. He exited the vehicle, lifted the engine hood and saw flames. His truck was soon completely engulfed in fire, and the wooded hillside adjacent to the highway also caught on fire. It took two responding fire engines to put out the

truck fire and the incident closed the interstate for an hour. Plaintiff Grendahl barely escaped injury and his truck was destroyed.

234. Plaintiff Grendahl filed a case with FCA. FCA initially was unresponsive. FCA eventually contacted Plaintiff Grendahl, but denied responsibility for the fire. Plaintiff Grendahl also contacted the dealership after the fire, and was told he was seventh in line for the recall fix.

235. At the time of the fire, Plaintiff Grendahl's Class Vehicle was still under FCA's manufacturer's warranty. Plaintiff Grendahl's 2016 Ram had approximately 53,000 miles on it at the time of the fire. Plaintiff lost use of his sole vehicle as a result of this catastrophic failure due to the defective EGR cooler. Plaintiff's fire is directly attributable to the defect, and to FCA's delay in implementing a recall remedy.

236. Prior to purchasing the Class Vehicle, Plaintiff Grendahl had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Grendahl saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle that Plaintiff Grendahl would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff

Grendahl purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Grendahl reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Grendahl, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Grendahl would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Grendahl did not receive the benefit of the bargain, but received less than what was bargained for.

24. Kevin Hunting

237. Plaintiff Kevin Hunting ("Plaintiff Hunting") is and was throughout the events pleaded here a citizen of the State of Washington, and is currently domiciled in West Richland, Washington. On or about July 20, 2018, Plaintiff Hunting purchased a used 2015 Dodge Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $36,500 from the Valley Ford Yakima dealership in Yakima, Washington. At the time of purchase, Plaintiff Hunting resided in Carson, Washington. Plaintiff Hunting had the Class Vehicle registered in his home state of Washington, where it is still registered today. At the time of purchase, the Class Vehicle had approximately

31,000 miles on it and was still under the factory warranty. Plaintiff's EGR Cooler is also covered for seven years/70,000 miles under his state's emission warranty.

238. Unknown to Plaintiff Hunting at the time the Class Vehicle was purchased, it was equipped with an EGR cooler that was defective and did not function safely, as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Hunting out-of-pocket loss, diminished value of the Class Vehicle, and near loss of life.

239. Plaintiff Hunting used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Hunting relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Hunting also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

240. In approximately October or November 2019, Plaintiff Hunting received a recall notice from FCA indicating that there was a recall on his 2015 Ram 1500 EcoDiesel due to a faulty EGR cooler. That recall notice indicated that there was no remedy or fix for the defect at that time. The notice suggested that owners of Class Vehicles should monitor their coolant level and contact the dealership if it was low.

241. Plaintiff Hunting contacted the Speck Chrysler Jeep Dodge Ram dealership in Sunnyside, Washington, to inquire about an EGR cooler recall fix, but was told by the dealership that the EGR cooler recall fix part was not available. Plaintiff also contacted the Gresham Chrysler Dodge Jeep Ram dealership in Gresham, Oregon, for the same purpose, and was told by this dealership that the EGR cooler recall fix part was not available. This dealership told Plaintiff Hunting that they did not known when a fix would be available.

242. Since a fix was not available, Plaintiff Hunting continued to check his coolant level on a daily basis. In August 2020, Plaintiff Hunting planned a trip with his wife and daughter to Fullerton, California, to visit his terminally ill mother-in-law. Plaintiff Hunting planned to take a travel trailer to provide a safe place to sleep during the COVID-19 pandemic, given his mother's compromised immune system and his daughter's sensitive medical needs. Plaintiff Hunting and his family

were motivated to complete their trip as it likely would be the last time their child would see her grandmother.

243. On August 13, 2020, prior to leaving, Plaintiff Hunting performed a pre-trip check of the truck. He checked his tire pressure, checked for abnormal wear and the presence of dry rot, checked the truck's oil level and oil color, cleaned the air filter, tested the battery load, and checked his truck's coolant level and color. On August 14, Plaintiff Hunting and his family left on their drive with a planned stop at an RV park in Weed, California. Plaintiff Hunting's truck was climbing a small grade into Dorris, California, when his truck's "Engine Too Hot" message illuminated and the truck went into Limp Mode. Plaintiff Hunting pulled over, checked the coolant and discovered it was low. He performed a visual inspection of the motor, looking for an external leak, and found no evidence of a hose or gasket leak. Plaintiff Hunting had a small amount of coolant with him and added it to the truck to get to the closest auto parts store in Weed.

244. Plaintiff Hunting carefully drove the truck to keep the engine temperature in operating range until reaching the next set of grades leading from Mt. Hebron to Grass Lake north of Weed. Plaintiff Hunting and his family were in the middle of nowhere, with extremely limited services. The ambient temperatures were climbing into the high 90s. Plaintiff Hunting remarked to his wife that they were experiencing the same symptom—unexplained loss of coolant—that was

referenced as a symptom of a failed EGR in the recall notice they had received the prior year. The truck entered Limp Mode twice more due to the truck consuming coolant.

245. Plaintiff Hunting and his family arrived in Weed and purchased coolant for the truck. The truck needed more than a gallon of coolant. There was nowhere nearby to fix the truck, but Plaintiff was able to book an appointment with the Anaheim Jeep Chrysler Dodge Ram dealership in McPeeks, California, just a short distance from Plaintiff's destination. Plaintiff Hunting continued to check the coolant regularly during the duration of the trip and periodically added additional coolant.

246. Plaintiff Hunting and his family arrived at the McPeek's Chrysler Dodge Jeep Ram dealership in Anaheim, California, on August 17 and were assigned to service advisor Michael Northcutt. Plaintiff Hunting explained the circumstances and Northcutt told him that if the issue was the EGR cooler, that the dealership did not have all parts needed to do the installation.

247. Plaintiff Hunting waited at the dealership for three hours. He then was told by Northcutt that "you're screwed" because the EGR cooler was cracked and leaking coolant. Northcutt told him that the dealership would not be able to get the parts to install a new EGR cooler for some time. Northcutt provided Plaintiff inventory allocation paperwork. Northcutt told the Plaintiff that a dealership near

his residence might be able to help. At Plaintiff's request, Northcutt had the truck topped off with coolant, and provided Plaintiff with an extra gallon of coolant for his return home. Plaintiff Hunting also contacted corporate FCA about the issue at the time.

248. The following day, Plaintiff Hunting and his family started the journey home. He periodically added coolant to the vehicle. After arriving home, Plaintiff Hunting contacted the Lithia Chrysler Dodge Jeep Ram Fiat of the Tri-Cities dealership in Kennewick, Washington. He was told by this dealership that the earliest the truck parts would be available was September 15. John at the dealership stated that he would try to get emergency parts quicker, since the truck had already been diagnosed at the McPeeks dealership. Plaintiff Hunting continued to diligently check his coolant level after arriving back to his home in Washington. He also contacted FCA corporate again, and opened a case number.

249. On August 28, Plaintiff Hunting checked his coolant level before leaving for work in the morning. He was driving home in the evening when his truck lost power and he saw black smoke billowing from under the truck's hood. He quickly looked back in the mirrors to make sure he had room to maneuver, and saw smoke all the way back to the stop sign. He made it to a side street near a fire hydrant and used the small fire extinguisher in his work bag to put out the growing fire.

250. Plaintiff Hunting called FCA to figure out who he could have tow the vehicle home. FCA said they would send a tow truck but he did not hear back and a truck did not arrive. Plaintiff Hunting paid a third party to get the truck towed. He also contacted John at Lithia Jeep Dodge Ram to let him know what had happened. He was unable to get a loaner or rental vehicle so had no transportation to and from work. After the fire his travel trailer was stored at a secure mini storage facility near his home.

251. On August 31, Plaintiff Hunting spoke to John Hurwitz at the dealership and was told the truck would not be repaired at that time, and that the case had been escalated to another department due to the engine fire. Hurwitz was unable to provide a phone number for that department. On September 2, Plaintiff Hunting contacted Hurwitz about a loaner or rental vehicle, and was told that he would not be able to get a loaner or rental for longer than nine days through the dealership, and that he could only be provided with a loaner or rental once the work had started on the truck. John had also stated that Plaintiff Hunting could get a rental and ask FCA for reimbursement. Plaintiff Hunting did not opt for this option as he was doubtful he would be reimbursed.

252. Later that morning, Plaintiff Hunting received a phone message from James from FCA Engineering Analysis that FCA would arrange for an inspection of the vehicle. At this point, Plaintiff had been in contact several times with FCA

and was told there would be no rental or loaner vehicle available during the investigation time. He was told it could take two to four weeks for the inspection to be completed, and up to ten business days for the inspection to even happen. He would be without transportation for this entire period of time.

253. Plaintiff Hunting was contacted that evening by Jesse from Bosch Engineering, and was told that Jesse would be out on September 4 to inspect the Truck. Plaintiff Hunting relayed this information to John at the dealership. By September 10, Plaintiff was still unable to learn the status of his Truck's investigation. Customer service and John could only send an internal message to Special Investigations, as no phone number is available to even the Customer service supervisor on duty. Plaintiff Hunting still had no transportation. He contacted FCA, but the Customer Service department disconnected his call before he could talk to a supervisor or the supervisors. Plaintiff eventually had to purchase a new vehicle as he needed reliable transportation for work.

254. Sometime after the truck inspection, FCA agreed to pay for the repair of Plaintiff Hunting's Truck. The dealership's paperwork provided to Plaintiff Hunting confirms that the EGR cooler "breached causing intake manifold

damage."[38] Plaintiff does not feel safe driving his Truck even after its return from the dealership.

255. At the time of the fire, Plaintiff Hunting's Class Vehicle was still under FCA's 120,000-mile manufacturer warranty. Plaintiff Hunting's 2015 Ram had approximately 102,285 miles on it at the time of the fire. Plaintiff Hunting lost use of his sole vehicle for a significant period as a result of this catastrophic failure due to the defective EGR cooler. Plaintiff Hunting still no longer feels safe driving his Truck, and keeps it mostly parked for this reason, and due to an additional open recall on his truck. Plaintiff Hunting's travel trailer and its contents were also stolen from its storage facility on September 9. This approximately $6,000 additional loss would not have been incurred had it not been for the vehicle fire that occurred due to the EGR cooler defect. Plaintiff's fire is directly attributable to the defect, and to FCA's delay in implementing a recall remedy.

256. Prior to purchasing the Class Vehicle, Plaintiff Hunting had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Hunting saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the

[38] Ex. 18, Invoice from Lithia Chrysler Dodge Jeep Ram Fiat of Tri-Cities to Plaintiff Keith Hunting (Oct. 8, 2020), at 2.

Dodge Ram EcoDiesel—i.e., the Class Vehicle that Plaintiff Hunting would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Hunting purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Hunting reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Hunting, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Hunting would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Hunting did not receive the benefit of the bargain, but received less than what was bargained for.

257. On approximately October 8, 2020, Plaintiff Hunting received a new EGR cooler part. Given FCA's misrepresentations regarding the EGR cooler fix, Plaintiff Hunting does not know if the recall has been remedied, and keeps the Truck parked. He does not feel safe driving the Truck and it is always in the back of his mind whether or not the EGR cooler defect in the Truck has indeed been fixed. Plaintiff Hunting is also concerned that the Truck may have experienced additional damage from having a defective EGR cooler, such as damage to the emissions control catalysts.

25. Dennis Anderson

258. Plaintiff Dennis Anderson ("Plaintiff Anderson") is a citizen of the State of Wisconsin, and resides in Stoughton, Wisconsin. On or about March 2018, Plaintiff Anderson purchased a new 2017 Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $38,000 from the Van Horn Chrysler Dodge Jeep Ram dealership in Stoughton, Wisconsin. Plaintiff Anderson had the Class Vehicle registered in his home state of Wisconsin, where it is currently registered. Plaintiff Anderson received the standard vehicle warranty at the time of purchase.

259. In approximately November 2019, Plaintiff Anderson received a recall notice from FCA regarding the defective EGR cooler. That recall notice indicated that there was a fix available for his vehicle.

260. In approximately May 2020 Plaintiff Anderson visited the Von Horn dealership to obtain the recall fix for the defective EGR cooler. At that visit, Plaintiff Anderson was told that the EGR cooler recall part was not available. Plaintiff Anderson did eventually receive the fix, but only after Plaintiffs' counsel put FCA on notice of this litigation.

261. Plaintiff Anderson used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Anderson relied on FCA's advertising, including via websites, television, radio, and print regarding the

safety, reliability and durability of the vehicle. Plaintiff Anderson also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

262. Unknown to Plaintiff Anderson at the time Plaintiff purchased the Class Vehicle, it was equipped with an EGR cooler that was defective and did not function as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Anderson out-of-pocket losses, diminished value of the Class Vehicle, and endangered his life and the lives of his children.

263. Prior to purchasing the Class Vehicle, Plaintiff Anderson had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Anderson saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the

Dodge Ram EcoDiesel—i.e., the Class Vehicle Plaintiff Anderson would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Anderson purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Anderson reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Anderson, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Anderson would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Anderson did not receive the benefit of the bargain, but received less than what was bargained for.

26. Justin Ewing

264. Plaintiff Justin Ewing ("Plaintiff Ewing") is a citizen of the State of Iowa, and resides in Blue Grass, Iowa. On or about September 2015, Plaintiff Ewing purchased a new 2015 Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $42,000 from a Dodge dealership in Platteville, Wisconsin. Plaintiff Ewing had the Class Vehicle registered in his home state of Iowa, where it is currently registered. Plaintiff

Ewing obtained the standard warranty at the time he bought the truck. Later, Plaintiff Ewing purchased an extended warranty.

265. In approximately summer 2020, Plaintiff Ewing took his vehicle to a local dealership service department and asked about the defective EGR cooler repair. The department did an inspection, but informed Plaintiff Ewing they did not have the necessary parts for the repair. To date, Plaintiff Ewing has not been contacted by the dealership to receive the fix.

266. Plaintiff Ewing used the Class Vehicle for personal, family, and/or household uses. Prior to purchasing the Class Vehicle, Plaintiff Ewing relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Ewing also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

267. Unknown to Plaintiff Ewing at the time he purchased the Class Vehicle, it was equipped with an EGR cooler that was defective and did not function as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Ewing out-of-pocket losses, diminished the value of the Class Vehicle, and endangered his life and the lives of his passengers.

268. Prior to purchasing the Class Vehicle, Plaintiff Ewing had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Ewing saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle Plaintiff Ewing would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Ewing purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Ewing reasonably relied—to his detriment—on the representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Ewing, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this

disclosure, Plaintiff Ewing would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Ewing did not receive the benefit of the bargain, but received less than what was bargained for.

27. Kwaterski Construction, Inc.

269. Plaintiff Kwaterski Construction, Inc. ("Plaintiff Kwaterski") is a custom homebuilder located in Green Bay, Wisconsin. On or about August 28, 2019, Plaintiff Kwaterski purchased a used 2016 Ram 1500 EcoDiesel (for the purpose of this subsection, the "Class Vehicle" or "Truck") for approximately $35,000 from Chrysler World in Abrams, Wisconsin. Plaintiff had the Class Vehicle registered in its home state of Wisconsin. At the time of purchase, the Class Vehicle had approximately 36,529 miles on it.

270. Plaintiff Kwaterski used the Class Vehicle for personal, family, and/or household and business use. Prior to purchasing the Class Vehicle, Plaintiff Kwaterski relied on FCA's advertising, which includes advertising such as websites, television, radio, and print and representations regarding the safety, reliability and durability of the vehicle. Plaintiff Kwaterski also relied on the sales person's representations and omissions regarding the Class Vehicle's enhanced safety, reliability and durability as compared to other comparable vehicles on the American market. FCA had the opportunity to disclose the defect through its

advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class Members, through representations by FCA dealerships, through vehicle brochures and other informational documents, and on FCA's website. However, FCA failed to disclose that the Class Vehicles possessed any defect.

271. Unknown to Plaintiff Kwaterski at the time Plaintiff Kwaterski purchased the Class Vehicle, it was equipped with an EGR cooler that was defective and did not function as advertised, or as intended by its design. FCA's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing, selling, and leasing the Class Vehicle with the EGR cooler defect caused Plaintiff Kwaterski out-of-pocket losses, diminished value of the Class Vehicle, and endangered the lives of drivers and occupants.

272. In approximately October or November 2019, Plaintiff Kwaterski received a recall notice from FCA indicating there was a recall on its 2016 Ram 1500 EcoDiesel, due to a faulty EGR cooler. That recall notice indicated that there was no remedy or fix for the defect at that time. The notice suggested that owners of Class Vehicles should monitor their vehicle coolant level and contact the dealership if it was low.

273. On November 25, 2019, Plaintiff Kwaterski attempted to receive the EGR cooler recall fix at Chrysler World in Abrams, Wisconsin. However, Chrysler

World was not able to fix the vehicle because it did not have the necessary replacement parts.[39]

274. On July 25, 2020, Plaintiff Kwaterski's Vehicle was traveling westbound on Interstate 94. Without warning, smoke began to fill the cabin, and the vehicle lost all power. Knowing that the vehicle would not make it to the right-hand shoulder, the vehicle was forced to the left-hand shoulder of the interstate. All five occupants, including four young children, were able to exit the vehicle before several explosions occurred. The entire vehicle became engulfed in flames. Police and Firefighters arrived shortly thereafter.

[39] Ex. 47, Chrysler World service record showing "no available parts" for the EGR Cooler safety recall, dated Nov. 25, 2019.

RAM

275. On July 27, 2020, Mr. Kwaterski visited Chrysler World to inquire about the recall and notify them of the fire. During that visit, a Chrysler World employee told Mr. Kwaterski that they could only fix one EGR cooler per week, and that Plaintiff Kwaterski's vehicle was currently number twenty on the wait list. Meaning at best, Plaintiff Kwaterski's vehicle would not have been able to receive the fix until the second week of December 2020.

276. At the time of the fire, Plaintiff Kwaterski's Class Vehicle had approximately 74,000 miles on it.

277. Due to the loss of its truck, Plaintiff Kwaterski was forced to scramble to find a replacement truck fit for use by a custom home construction company.

278. Prior to purchasing the Class Vehicle, Plaintiff Kwaterski had been looking for an automobile that was safe, durable, and reliable. In contemplating his needs, including the need to purchase a vehicle fit for daily use, Plaintiff Kwaterski saw and recalled FCA's advertising, which includes advertising such as websites, television, radio, and print and representations wherein FCA claimed that the Dodge Ram EcoDiesel—i.e., the Class Vehicle Plaintiff Kwaterski would subsequently purchase—had enhanced safety, reliability and durability compared to other comparable vehicles on the American market. On the date that Plaintiff Kwaterski purchased the Class Vehicle, and in connection with his purchasing the Class Vehicle, Plaintiff Kwaterski reasonably relied—to his detriment—on the

representations by FCA that the Class Vehicle was safe, durable and reliable and free from defect. Plaintiff Kwaterski, absent these representations, would not have purchased the vehicle and/or would have paid less for it. Had FCA made this disclosure, Plaintiff Kwaterski would have received this disclosure through his research, and he would not have purchased the Truck or would have paid less for it. Plaintiff Kwaterski did not receive the benefit of the bargain, but received less than what was bargained for.

B. The Defendant

279. Defendant FCA US LLC ("FCA") is a Delaware limited liability company. Fiat's predecessor, Fiat S.p.A., began its acquisition of FCA's predecessor, Chrysler Group LLC, in 2009 and completed it in January 2014, at which time Chrysler Group LLC became a wholly owned indirect subsidiary of Fiat and was renamed FCA US LLC. FCA's principal place of business and headquarters is located at 1000 Chrysler Drive, Auburn Hills, Michigan 48326.

280. FCA, through its various entities, designs, manufactures, markets, distributes, sells, and leases FCA automobiles in this District and multiple other locations in the United States under the Dodge, Jeep, Chrysler, and Fiat brand names. FCA, and/or its agents and subsidiaries, designed, manufactured, distributed, offered for sale, sold, and installed the engine systems in the Class Vehicles. FCA also developed and disseminated the materially misrepresentative

owners' manuals, warranty booklets, product brochures, advertisements, and other intentionally unreasonable and deceptive promotional materials relating to the Class Vehicles, with the intent that such documents be purposely distributed throughout all 50 states. FCA is engaged in interstate commerce, marketing, selling, and leasing vehicles through its network in every state of the United States.

281. FCA-authorized automobile dealerships act as FCA's agents in selling automobiles under the FCA name and disseminating vehicle information provided by FCA to customers. At all relevant times, FCA's dealerships served as its agents for motor vehicle repairs and warranty issues because they performed repairs, replacements, and adjustments covered by FCA's manufacturer warranty pursuant to the contracts between FCA and its 2,000+ authorized dealerships nationwide.

C. Plaintiffs' Individual and Classwide Basis for a Lawsuit

282. Although Plaintiffs were considering other vehicles, Plaintiffs decided to purchase or lease their subject Class Vehicles because they reasonably relied upon FCA's claims touting the Class Vehicles as free of defect and as durable and reliable—by way of media marketing campaigns and other forms of advertisement described further herein. These misrepresentations and omissions, in combination with the representation and understanding that the vehicle would retain all of its promised durability and performance throughout its useful life, and the

representation and understanding that the vehicle was free of defects and fit for its intended use, induced Plaintiffs to purchase or lease the Class Vehicles.

283. Unbeknownst to the Plaintiffs and Class Members, when they purchased or leased their Class Vehicles, the FCA-made Class Vehicles contained an EGR cooler that is inherently defective—the critical, material truth of which was never disclosed to American consumers. Consequently, their vehicles were not fit for ordinary use, or intended use, and could not deliver the advertised combination of safety, durability, and reliability that Plaintiffs reasonably relied upon. Plaintiffs and each Class Member suffered concrete injury as a direct and proximate result of FCA's conduct and would not have purchased or leased the Class Vehicle and/or would have paid less for it had FCA disclosed the defective nature of the Class Vehicles. As deemed appropriate, Plaintiffs' and each Class Member's ascertainable losses include, but are not limited to, out-of-pocket costs for repair necessitated by the defect (including catastrophic failure and replacement of component parts), payment of a higher price for the Class Vehicles compared to what they would have paid for non-defective vehicles, out-of-pocket losses suffered by overpaying for the vehicles at the time of purchase (or lease), decreased performance of the vehicles, diminished value of the vehicles, and out-of-pocket costs. There is a substantial difference in the market value of the vehicle promised by Defendant and the market value of the vehicle received by Plaintiffs

and Class Members. Plaintiffs did not receive the benefit of their bargain and bring claims individually and as representatives of the Class.

284. Each Plaintiff and/or Class Member expected that FCA, via its authorized dealers or through its advertising campaigns, would disclose material facts about the safety, durability, and longevity of its vehicles and the existence of any defect that will result in expensive, non-ordinary repairs and a potential safety hazard. FCA failed to do so.

III. VENUE AND JURISDICTION

285. This Court has original jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 & 1332. There is also complete diversity of citizenship in this case because FCA is a citizen of a different state than any of the Plaintiffs, and the amount in controversy exceeds the sum of $75,000. 28 U.S.C. § 1332. This Court also has supplemental jurisdiction over the state law claims because those claims are integrally related to the federal claims and form part of the same case and controversy under 28 U.S.C. § 1367.

286. The Court also has jurisdiction over this action pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d), because at least one Class Member is of diverse citizenship from Defendant, there are more than 100 Class Members, and the aggregate amount in controversy exceeds $5,000,000, exclusive

of interests and costs. Subject matter jurisdiction also arises under the Magnuson-Moss Warranty Act claims asserted under 15 U.S.C. § 2301, *et seq.*

287. This Court has personal jurisdiction over FCA by virtue of FCA transacting and doing business in this District and because FCA is registered to do business in Michigan. FCA has transacted and done business in the State of Michigan and in this District and has engaged in statutory violations and common law tortious conduct in Michigan and in this District.

288. Venue is proper pursuant to 28 U.S.C. § 1391(a) & (b) because a substantial part of the events or omissions giving rise to the claims occurred in this District. Venue is proper pursuant to 18 U.S.C. § 1965(a) & (b) because FCA transacts affairs in this District, and the ends of justice require it. Venue is also proper in this District under 28 U.S.C. § 1391(b)(1) because FCA resides in this judicial District for venue purposes.

IV. FACTUAL ALLEGATIONS

A. Class Vehicles Contain EGR Cooler-Equipped EcoDiesel Engines

289. For purposes of this Complaint, the "Class Vehicles" consist of the 2014–2019 model years of the Dodge Ram 1500 pick-up trucks and the 1500 Classic trucks manufactured by FCA and equipped with a 3.0L EcoDiesel engine. All vehicles falling under this Class Vehicle group were manufactured with the

defective EGR cooler and FCA has not provided a fix for a significant number of these vehicles.

B. FCA Profits From the Popularity of EcoDiesel Vehicles

290. Diesel trucks have a loyal following in some U.S. market segments because of their reliability, fuel efficiency, and power. Diesel engines produce higher torque, even at low revolutions per minute ("RPM"), making them popular in buses, heavy-duty pick-ups, and vans, including commercial vehicles, farm trucks, and ambulances.

291. The 3.0L EcoDiesel engine was developed by VM Motori, an Italian diesel engine manufacturer that has been owned by FCA since 2013.

292. FCA engaged in a full-court press to market the Class Vehicles, and to communicate to consumers the purported benefits of the EcoDiesel engine. These communication efforts included, among other things: (1) press releases aimed at generating positive news articles about the EcoDiesel attributes; (2) comprehensive dealer training materials that taught dealers how to sell the Class Vehicles with false and misleading misrepresentations; (3) vehicle brochures disseminated at dealerships and elsewhere; (4) information and interactive features on FCA's websites and blogs; and (5) print and television marketing.

C. The Defective EGR Cooler Design

293. Since 2002, diesel engines have utilized cooled exhaust gas recirculation (EGR) to support meeting United States federal nitrogen oxide emission standards.[40]

294. The EGR system works by recirculating a portion of an engine's exhaust gas back to the engine cylinders.[41] This dilutes the O_2 in the incoming air stream and provides gases inert to combustion to act as absorbents of combustion heat to reduce peak in-cylinder temperatures.[42]

295. A key component of the EGR system is the EGR cooler. This component is used to lower the temperature of the exhaust gases that are recirculated by the EGR system.[43]

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[40] Ex. 19, Billy G. Holland, et al., *Modeling Approach to Estimate EGR Cooler Thermal Fatigue Life*, 8 SAE INT'L J. ENGINES 1724–1732 (2015), available at http://www.jstor.org/stable/26278069.

[41] Ex. 20, *Exhaust gas recirculation*, WIKIPEDIA, available at https://en.wikipedia.org/wiki/Exhaust_gas_recirculation.

[42] *Id.*

[43] Ex. 21, X-ENGINEER.ORG article containing photograph of an EGR cooler, available at https://x-engineer.org/automotive-engineering/internal-combustion-engines/ice-components-systems/exhaust-gas-recirculation-egr-complete-guide-components/ (last visited Aug. 20, 2020).

Image: EGR cooler
Credit: Valeo

296. This cooler is regularly subjected to high heat.

297. FCA's EGR cooler is defective in design as it is subject to cracking due to thermal fatigue. This cracking is catastrophic as it can introduce pre-heated vaporized coolant into the vehicle's EGR system while the engine is running. This can result in combustion within the intake manifold, which may lead to a vehicle fire.

298. The Class Vehicles are unfit for their ordinary use in that they cannot safely and reliably provide transportation and require customers to pay tens of thousands of dollars for a vehicle that is at risk of catastrophic engine fires that can destroy the vehicles and put people in harm's way.

D. FCA Knew, Via Repair Records, Publicly Available Complaints, Blogs Monitored by FCA, and Industry Sources, that the EGR Cooler Was Susceptible to Cracking

299. The Class Vehicles contain a defective EGR cooler, which was an internal, hidden component part in the Class Vehicles. Plaintiffs and Class

Members did not have reason to know at the time of purchase, and until at least October or November 2019 when FCA announced the recall, that this internal component of the Class Vehicles was devastatingly defective to the entire engine system.

300. However, FCA knew these vehicles were compromised and presented an unreasonable safety risk due to the risk of fire.

301. By design, EGR coolers are parts that are put under tremendous pressure from heat and need to reliably manage thermal loads.[44]

302. Because of this, FCA was aware, at least as early as 2014, if not sooner, that the top concern when designing EGR coolers was thermal fatigue, which can cause EGR coolers to crack and lose coolant and/or result in engine overheating. FCA was aware of this tendency because FCA had vehicles presented to it for fixes and fires due to cracked EGR coolers, thermal fatigue design issues in EGR coolers were well-known within the automobile industry, cracks had developed in other FCA cars, there were complaints on Ram forum blogs monitored by FCA, and another manufacturer had announced a recall due to a similar issue.

[44] Ex. 19, *supra* n.40, at 1724.

303. Exhaust EGR coolers have been present on diesel truck engines since 2002.[45] Research suggests that the tendency of the EGR cooler to crack was known in the truck industry for at least seven years prior to FCA's introduction of the affected vehicles into the market.[46]

304. A July 2012 article tracks the problem in heavy duty trucks to at least 2007. An independent maintenance executive and former chairman of the Technology & Maintenance Council (TMC) of American Trucking Associations who worked with fleets is quoted: "With 2007 and 2010 engines, it's usually one of the first things that pop up. It's a very common problem. The real issue is that they're not stout enough, not heavy-duty enough. I don't understand how it is we can put a man on the moon, but we can't get an EGR cooler to last."[47]

305. A February 2014 article in www.truckinginfo.com entitled "Stay Ahead of Trouble on EGR Engines" described thermal fatigue as a cause of leaking in EGR coolers, induced by the expansion and contraction of the

[45] Ex. 22, Mathis Riiber, *EGR Cooler: What is it and Why it Fails?*, BULLETPROOFDIESEL.COM (Aug. 27, 2020), https://bulletproofdiesel.com/blogs/diesel-tips-info/egr-cooler-what-is-it-and-why-it-fails.

[46] Ex. 23, Jonathan S. Reiskin, *E&MU: EGR Cooling Issues Vex Fleets: Often-Overlooked Component in Exhaust Gas Recirculation Systems Can Cause Big Problem*, TRANSPORT TOPICS (July 16, 2012), https://www.ttnews.com/articles/emu-egr-cooling-issues-vex-fleets.

[47] *Id.*

components as the hot exhaust gas flowed through the cooler."[48] The article also indicated that the leak would not be visible externally: "Fleets should be monitoring coolant consumption. If they find they are adding, say, half a gallon of coolant per week, but there are no external leaks, that's a good indication of an EGR cooler with an internal leak."[49]

306. An April 2014 conference paper entitled "Thermal Strain Characteristics of EGR Cooler" noted that "corrosion resistant material" should be considered to improve the performance of EGR coolers and that "the thermal stress produced by the temperature difference between exhaust gas and coolant" is a "very important factor from the point of safety operation."[50] The paper included figures illustrating thermal strain within the EGR Cooler, including a photo of an actual crack on the inlet header in an EGR Cooler.[51] Experiments showed that "there is a high possibility of the cracks appearance on the left down side of the header due to the thermal shock effects. CFD results also proves that the mentioned area is at a high risk of thermal strain due to the higher temperature

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[48] Ex. 24, Jim Park, *Stay Ahead of Trouble on EGR Engines*, TRUCKINGINFO.COM (Feb. 11, 2014), https://www.truckinginfo.com/154878/stay-ahead-of-trouble-on-egr-engines.

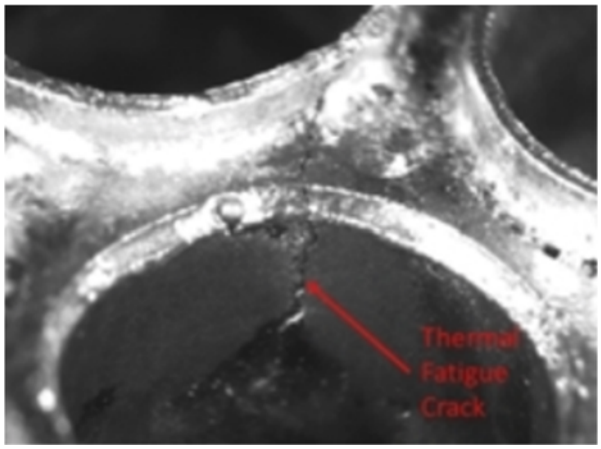
[49] *Id.*

[50] Ex. 25, Vashani, *et al.*, *Thermal and Strain Characteristics of EGR Cooler*, ADVANCED SCIENCE AND TECHNOLOGY LETTERS, Vol. 47 (Healthcare and Nursing 2014) (Apr. 2014), pp. 369-373.

[51] *Id.* at 372.

difference and lower mass flow rate."[52] The paper identified unequal flow and concentration of flow in the EGR Cooler as a source of strain and discussed how CFD simulations could help predict crack locations and identify designs that would reduce the possibility of cracks.[53]

307. A 2015 industry paper authored by Cummins, which FCA certainly was familiar with given at the time Cummins was FCA's existing partner on Ram trucks, entitled "Modeling Approach to Estimate EGR Cooler Thermal Fatigue Life" identified thermal fatigue as a "top concern" in EGR Cooler design.[54] The authors described a "typical thermal fatigue crack" in an EGR cooler. The crack starts on the "inside diameter of a given tube and propagates through the header plate to another tube":



[52] *Id.*
[53] *Id.* at 373.
[54] Ex. 19, *supra* n.40, at 1724.

308. The authors noted that due to the risk of "progressive harm" to the engine, including the turbocharger and exhaust aftertreatment devices, "the ability to estimate EGR cooler thermal fatigue prior to production launch is essential so that engine reliability and customer requirements are met."[55]

309. This paper tested five EGR coolers to failure, analyzed multiple specific EGR cooler thermal fatigue field failures, and presented a model for estimating EGR cooler thermal fatigue life.[56] Like the authors of the 2014 conference paper, the authors concluded that thermal stress could concentrate at the inlet header.[57]

310. In 2015, another automobile manufacturer acknowledged that its EGR coolers were prone to cracking. The service notice for Behr/HELLA KGaA Hueck & Co. Lippstadt's 2009 Opel Insignia vehicle noted: "Loss of coolant at the EGR cooler. The above vehicles can experience a loss of coolant near the exhaust gas recirculation. When examining the cooling system, special attention should be paid to the housing of the EGR cooler. A crack can form leading to a loss of coolant."[58]

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[55] *Id.* at 1731.

[56] *Id.* at 1730–1731.

[57] *Id.* at 1724 ("With EGR cooler gas inlet temperatures in excess of 650˚C and the cyclic nature of EGR flow based on the duty cycle, thermal fatigue at the gas inlet header is a concern.").

[58] Ex. 26, Bulletin, HELLA KGaA, Hueck & Co. (2015), https://www.techtips.ie/Hella-Ireland/opel-insignia--loss-of-coolant-at-egr-cooler.pdf.

311. An April 8, 2016 white paper titled "Characterizing Diesel Particulate Filter Failure During Commercial Fleet Use due to Pinholes, Melting, Cracking and Fouling" published in "Emission Control Science and Technology" describes and provides photographs of EGR coolant leaks that resulted in coolant leaks and ash particles that could contribute to exhaust system corrosion.[59]

312. FCA was also aware since at least 2016 of vehicles leaking coolant and cracked EGR coolers presented to its dealerships for service. For example, a customer posted online in a Dodge Ram forum on May 31, 2016: "Okay guys, I need some help! Cracked EGR Cooler, dealer wants 3000+tax to replace (out of basic warranty, and my extended doesn't cover it)."[60]

313. The issue was also common in online forums and discussions about FCA vehicles, which are monitored by FCA. For example, in June 2016, an owner of a 2014 Ram 1500 Longhorn posted in a Dodge Ram forum: "No evidence of leaks, coolant smell, etc., but truck lost a significant amount of coolant that dealer

[59] Ex. 27, Kun Yang, et al., *Characterizing Diesel Particulate Filter Failure During Commercial Fleet Use due to Pinholes, Melting, Cracking and Fouling*, 2 EMISSION CONTROL SCI. & TECH. (Apr. 8, 2016), https://link.springer.com/article/10.1007/s40825-016-0036-0.

[60] Ex. 28, Carmichael05, *Cracked EGR Cooler*, RAM1500DIESEL.COM (May 31, 2016), Post #1, https://www.ram1500diesel.com/threads/cracked-egr-cooler.11744/.

can't explain where it went."[61] A complaint dated May 22, 2017, in an online Dodge EcoDiesel Ram forum indicated: "I really like my Eco but just got out of the dealer from having an overheating problem. Long story-short, the EGR cooler was leaking internally and had to be replaced. Coolant was being burned off so no external leak was present. At first the engine did not even show a code, so they replaced the thermostat. That lead [sic] to overheating again and this time a code appeared. Hope that is the end of it[.]"[62] This complainant's vehicle had just 35,900 miles on it.[63]

314. Posts in a Dodge Ram online forum demonstrate that by 2017, FCA's dealers were diagnosing cars with a "faulty EGR cooler" and that the parts used at the time to replace the EGR cooler were on a "national back order": "While waiting for the dealer appointment we went on a 2,000 mile road trip. During the trip we had to add about half a gallon of Mopar coolant every 500 miles. Today was our date with the dealer. After pressure testing the system and not observing any external leaks, the dealer concluded that it must be a faulty EGR cooler. Unfortunately, the replacement EGR cooler is on a national back order at Chrysler.

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[61] Ex. 29, Hershey 1, *Losing Coolant*, CARCOMPLAINTS.COM (June 20, 2016), at Post #1, https://www.carcomplaints.com/Ram/1500/2014/cooling_system/loosing_coolant.shtml.

[62] Ex. 30, KWC, *EGR Cooler leaking*, ECODIESELRAM.COM (May 22, 2017), at Post #1, https://www.ecodieselram.com/forum/threads/egr-cooler-leaking.1384/.

[63] *Id.* at Post #3.

So, they sent us home and told us they will call us when the EGR becomes available. How long and how much can I continue driving the truck with a leaking EGR cooler (just topping off the tank every 500 miles)? Can that ruin anything in the engine? Can it leave be stranded in the middle of nowhere (we are planning another road trip)?"[64]

315. Another Dodge Ram online forum complaint from September 2017 indicates "We just had our leaking EGR cooler replaced under warranty. Only 22000 miles on the engine. I hope this is the only problem we have. I really love this truck."[65]

316. Another Dodge Ram 1500 online forum complaint notes "Glad to hear they are supporting you. I have a 2015 with the same 100,000 coverage but they said it's not covered under powertrain. No rental, loaner or help paying the $3100 charge to replace EGR and EGR cooler."[66]

317. FCA also knew since at least 2016 about smoke and fire caused by EGR cooler failure.

318. A June 2016 complaint to NHTSA indicated a 2014 Ram 1500 experienced a catastrophic failure and visible black smoke:

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[64] Ex. 31, TzarIgor, *Are you slowly loosing coolant?*, RAM1500DIESEL.COM (June 26, 2017), at Post #112, https://www.ram1500diesel.com/threads/are-you-slowly-loosing-coolant-possible-egr-cooler-leak.8287/page-6.

[65] Ex. 30, *supra* n.62, at Post #14.

[66] *Id*. at Post #19.

NHTSA ID Number: 10874286
Incident Date June 5, 2016
Location: Simpsonville, SC
Vehicle Identification Number 1C6RR6LM7ES****
CATASTROPHIC EXHAUST GAS RECORD VALVE (EGR) AND EGR COOLER FAILURES WHICH RESULTED IN PLASTIC INTAKE MANIFOLD FAILURE. EGR COOLER SEVERELY PLUGGED WITH SOOT/CARBON WELL BELOW MILEAGE PERIOD OF FEDERAL EMISSIONS WARRANTY. NO SPECIFIED SERVICE REQUIREMENTS FOR THIS EGR SYSTEM. DAMAGE RESULTED IN SUBSTANTIAL LOSS OF POWER, UNABLE TO MAINTAIN MINIMUM SPEED ON INTERSTATE 85 WHEN INTAKE MANIFOLD FAILURE OCCURRED. VISIBLE BLACK SMOKE/SOOT WAS BEING EMITTED FROM EXHAUST UNDER ACCELERATION DURING THIS FAILURE, CLEARLY NOT IN COMPLIANCE WITH EMISSIONS STANDARDS.

319. A June 2018 complaint to NHTSA indicated an FCA dealership diagnosed an EGR system failure as the cause of a fire in a 2014 Ram 1500 truck:

NHTSA ID Number: 11099511
Incident Date June 1, 2018
Consumer Location JEFFERSON CITY, MO
Vehicle Identification Number 1C6RR7VM1ES****
TL* THE CONTACT OWNS A 2014 RAM 1500. WHILE DRIVING AT AN UNKNOWN SPEED, SMOKE AND FLAMES APPEARED FROM THE ENGINE COMPARTMENT. A POLICE REPORT WAS NOT FILED AND NO INJURIES WERE SUSTAINED. THE FLAMES WERE EXTINGUISHED AND THE VEHICLE WAS TOWED TO CAPITOL CHRYSLER DODGE JEEP RAM (3201 MISSOURI BLVD, JEFFERSON CITY, MO 65109, (573) 893-5000) WHERE IT WAS DIAGNOSED THAT THE EXHAUST GAS RECIRCULATION SYSTEM

> FAILED, AND THE WIRING HARNESS AND INTAKE AND EXHAUST MANIFOLDS NEEDED TO BE REPLACED. THE MANUFACTURER WAS CONTACTED AND DID NOT ASSIST. THE FAILURE MILEAGE WAS 74,000.

320. An owner of a Dodge Ram 2014 EcoDiesel posted in 2018 of his February 2017 truck fire: "I bought a Ram 1500 EcoDiesel 2014 last January. The engine caught fire while I was pulling a RV on the I95. By the time we put out the fire too much damage was done and the truck was scrapped by the Insurance. The fire started at the rear top of the engine on passenger side and quickly spread to the driver side. We have no clue as to what caused that." He later posted that he suspected the cause was leaking antifreeze or leaking fuel, and had noticed a liquid leaking from the intake manifold.[67]

321. An owner of a 2016 Ram 1500 Tradesman posted on an online forum of a fire approximately one year after the unspecified date of purchase: "Our 2016 Ram 1500 Tradesman just caught on fire while driving it. Chrysler/Ram investigated and said it was no fault of theirs. The truck was one year old with 17,500 miles on it. Started under hood front left side. Was gone in 10 minutes. We had just had it completely checked, oil change, etc. for a trip we were taking. Chrysler won't do a thing!"[68]

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[67] Ex. 32, Andrepatry & Dawn, *Engine compartment fires*, CARGURUS.COM, https://www.cargurus.com/Cars/Discussion-c10415_ds519785.

[68] *Id.*

322. FCA was also aware of the issue due to BMW's 2018 recall of EGR coolers due to fire risk. The recall, like FCA's eventual recall, was based on the admission that cooling fluid could leak and melt the intake manifold, increasing the risk of a fire.[69] An investigative team of 32 experts concluded that faulty EGR valves were the cause of engine fire, BMW admitted the fire risk, and was fined for its delayed recall.[70]

E. Investigation and Recall

323. Despite FCA's knowledge as early as 2014, and possibly sooner, of the tendency of EGR coolers to crack due to thermal fatigue, and the need to implement design features to mitigate this risk, it was not until May 22, 2019, that FCA's Vehicle Safety and Regulatory Compliance organization opened an investigation into the issue.[71]

324. By the time of the investigation, FCA was aware of engine compartment fires in Ram 1500 3.0L EcoDiesel trucks.[72]

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[69] Ex. 33, BMW Important Safety Recall (May 2019), available at https://static.nhtsa.gov/odi/rcl/2018/RCONL-18V755-1720.pdf.

[70] Ex. 34, Park Jae-hyuk, *BMW fined $10 million for delayed recall*, KOREATIMES.CO.KR (Dec. 24, 2018), https://www.koreatimes.co.kr/www/tech/2019/01/419_260887.html.

[71] Ex. 35, FCA US LLC Chronology, 2014–2019 Ram 1500 EcoDiesel Engine Compartment (Oct. 24, 2019), https://static.nhtsa.gov/odi/rcl/2019/RMISC-19V757-6098.pdf.

[72] *Id.*

325. FCA's investigation between May 24, 2019, and June 2019, determined that a number of Dodge Ram 1500 3.0L EcoDiesel fires reported to the company had originated in the general vicinity of the center of the engine compartment.[73]

326. The vehicles examined by FCA showed holes in the intake manifold.[74]

327. By October 11, 2019, FCA was aware of injuries relating to EGR cooler failures, and was aware of 61 field reports related to EGR cooler failure, 1,289 CAIRs, and a total of 8,909 EGR cooler warranty replacements reports.[75]

328. FCA finally admitted at the time of its October 2019 EGR cooler recall that the EGR cooler was susceptible to thermal fatigue.[76]

329. FCA also admitted that this "[t]hermal fatigue may cause the cooler to crack internally over time."[77]

330. FCA also admitted that the EGR cooler can crack and cause a fire.[78]

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[73] *Id.*

[74] *Id.*

[75] *Id.*

[76] *See* Ex. 1, *supra* n.1 ("Some 2014–2019MY Ram 1500/1500 Classic ('Ram 1500') vehicles equipped with the 3.0L EcoDiesel engine, may have been built with Exhaust Gas Recirculation ('EGR') coolers that are susceptible to thermal fatigue.").

[77] *Id.*

[78] Ex. 36, FCA Press Release, *Statement: EGR Cooler* (Oct. 25, 2019), https://media.fcanorthamerica.com/newsrelease.do?id=21315&mid=1 ("Such reports prompted an internal investigation that discovered microscopic cracks in some Exhaust Gas Recirculation (EGR) coolers. If these microscopic cracks are

331. FCA admitted a fire was a safety hazard to vehicle occupants and bystanders.[79]

F. Subsequent Failure to Act

332. At the time of the recall, FCA represented that all affected vehicle owners would have the EGR cooler replaced with a new EGR cooler that is not susceptible to thermal fatigue.[80]

333. While some impacted owners have received what FCA claims is a fix, remarkably, over 10 months after the announcement of this recall, a considerable portion of owners of affected vehicles have been left with no recourse for this defect that renders the vehicle unsafe, and presents an unreasonable risk to vehicle occupant safety, and no option for returning their trucks.

334. FCA notified dealerships that a fix is available for the 2014–2016 model years only[81] and notified owners that "it is extremely important to take steps

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present, coolant may escape and—in rare circumstances—pose an engine fire risk.").

[79] *See* Ex. 2, *supra* n.2.

[80] Ex. 1, *supra* n.1 ("FCA US will conduct a voluntary safety recall on all affected vehicles to replace the EGR cooler with a new EGR cooler (part number 68483334AA) that is not susceptible to thermal fatigue. In the event the intake manifold is damaged, the intake manifold will be replaced.").

[81] *See* Ex. 10, *supra* n.22 (indicating remedy is available for 2014–2015 models); Ex. 6, *supra* n.12 (adding 2016 model year); Ex. 7, *supra* n.14 (amendment 5, which introduced phased mailing campaign for 2016–2019 model years; for Phase 2, 2016 model years (or before May 7, 2020); and for Phase 3, 2017–2019 model years (or about May 28, 2020)); Ex. 9, *supra* n.20 (amendment 6, which changed timeframe: Phase 2 for the 2016 model year would start on or

now to repair your vehicle to ensure the safety of you and your passengers." Yet owners of these model years are still routinely being told a fix is not available, and NHTSA's website lists many, many complaints regarding not just the lack of a remedy, but about the fact that FCA has exceeded the reasonable time period for providing a fix:

> NHTSA ID Number: 11331819
> Incident Date June 30, 2020
> Consumer Location HARLINGEN, TX
> Vehicle Identification Number 1C6RR6LM7GS****
> TL* THE CONTACT OWNS A 2016 RAM 1500. THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 19V757000 (ENGINE AND ENGINE COOLING) HOWEVER, THE PART TO DO THE RECALL REPAIR WAS UNAVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. BERT OGDEN CHRYSLER DODGE JEEP RAM (8421 W. EXPY 83, HARLINGEN, TX 78552, (956) 335-3018) WAS CONTACTED AND CONFIRMED THAT PARTS WERE NOT AVAILABLE FOR THE RECALL REPAIR. THE MANUFACTURER WAS NOT NOTIFIED OF THE ISSUE. THE CONTACT HAD NOT EXPERIENCED A FAILURE. VIN TOOL CONFIRMS PARTS NOT AVAILABLE.

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about May 28, 2020 and Phase 3 for the 2017–2019 model years would start on or about June 18, 2020); Ex. 37, Part 573 Safety Recall Report for Recall 19V-757 (June 11, 2020), available at https://static.nhtsa.gov/odi/rcl/2019/RCLRPT-19V757-7169.PDF (amendment 7, which reset the timing to the amendment 5 deadlines).

NHTSA ID Number: 11330406
Incident Date June 22, 2020
Consumer Location SAN JOSE, CA
Vehicle Identification Number 3C6JR7DM3EG****
RECEIVED RECALL NOTICE VB1 TO REPLACE EGR COOLER THAT MAY CAUSE ENGINE FIRE. THE RECALL SAYS THAT PARTS ARE AVAILABLE. I CONTACTED 2 DEALER AND HAD CHAT WITH FCA DIRECTLY. ALL OF THEM TOLD ME THAT PARTS ARE NOT AVAILABLE. NEITHER DEALER WOULD GIVE ME AN APPOINTMENT DATE AND SAID THAT THERE WERE MANY AHEAD OF ME. FCA SAID THAT PARTS ARE ALLOCATED AT 1 SET OF PARTS PER DEALER PER WEEK.

THE BOTTOM LINE IS THAT THESE TRUCKS ARE AT RISK FOR FIRE THAT COULD RESULT IN INJURY, BUT FCA IS NOT RESPONSIVE BY THE FACT THAT THE PARTS ARE NOT AVAILABLE.

NHTSA ID Number: 11329574
Incident Date May 1, 2020
Consumer Location SYLACAUGA, AL
Vehicle Identification Number 1C6RR7PM9GS****
TL* THE CONTACT OWNS A 2016 RAM 1500. THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 19V757000 (ENGINE AND ENGINE COOLING) HOWEVER, THE PART TO DO THE RECALL REPAIR WAS UNAVAILABLE. THE CONTACT CALLED TO MCSWEENEY CHRYSLER DODGE JEEP RAM (2605 DR JOHN HAYNES DR, PELL CITY, AL 35125; (205) 813-7020) WHERE IT WAS CONFIRMED THAT THE PART WAS NOT AVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. THE MANUFACTURER HAD NOT BEEN MADE AWARE OF THE ISSUE. THE CONTACT HAD NOT

EXPERIENCED A FAILURE. PARTS DISTRIBUTION DISCONNECT.

NHTSA ID Number: 11340956
Incident Date October 24, 2019
Consumer Location SEQUIM, WA
Vehicle Identification Number 1C6RR7NM5HS****
TL* THE CONTACT OWNS A 2017 RAM 1500. THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 19V757000 (ENGINE AND ENGINE COOLING). THE CONTACT CALLED THE WILDER CHRYSLER JEEP DODGE RAM DEALER LOCATED AT 53 JETTA WAY, PORT ANGELES, WA 98362, AND IT WAS CONFIRMED THAT THE PARTS WERE NOT YET AVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. THE MANUFACTURER WAS MADE AWARE OF THE ISSUE. THE CONTACT HAD NOT EXPERIENCED A FAILURE. PARTS DISTRIBUTION DISCONNECT.

NHTSA ID Number: 11340466
Incident Date July 20, 2020
Consumer Location MURRAY, KY
Vehicle Identification Number 1C6RR7NM7HS****
TL* THE CONTACT OWNS A 2017 RAM 1500. THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 19V757000 (ENGINE AND ENGINE COOLING) HOWEVER, THE PART TO DO THE RECALL REPAIR WAS UNAVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. THE DEALER DAVID TAYLOR CHRYSLER-DODGE-JEEP-RAM-FIAT (2052 US-641, MURRAY, KY 42071) WAS CONTACTED AND CONFIRMED THAT PARTS WERE NOT YET AVAILABLE. THE MANUFACTURER WAS NOT MADE AWARE OF THE ISSUE. THE CONTACT HAD NOT

EXPERIENCED A FAILURE. VIN TOOL CONFIRMS PARTS NOT AVAILABLE.

NHTSA ID Number: 11338371
Incident Date June 12, 2020
Consumer Location EAGLE, WI
Vehicle Identification Number 1C6RR7NM9HS****
TL* THE CONTACT OWNS 2017 RAM 1500. THE CONTACT RECEIVED RECALL NOTIFICATION FOR NHTSA CAMPAIGN NUMBER: 19V757000 (ENGINE AND ENGINE COOLING). HOWEVER, THE PARTS TO DO THE REPAIR WERE AVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. THE DEALER LYNCH CHEVROLET OF MUKWONAGO (280 E WOLF RUN, MUKWONAGO, WI 53149) WAS CONTACTED AND STATED THE PARTS WERE ON BACKORDER FOR THE RECALL REMEDY. THE MANUFACTURER WAS NOT NOTIFIED OF THE ISSUE. THE CONTACT STATED THAT SEVERAL MONTHS AFTER HE RECEIVED THE RECALL NOTIFICATION, THE VEHICLE STALLED WHILE DRIVING AT AN UNKNOWN SPEED. THE CONTACT WAS ABLE TO PULL TO THE SIDE OF THE ROAD AND TURN THE VEHICLE OFF. AN UPON OPENING THE HOOD THE CONTACT NOTICED FLAMES AROUND THE ENGINE CORDS AND WIRE. THE CONTACT STATED HE WAS ABLE TO EXTINGUISH THE FIRE HIMSELF WITH WATER. THE VEHICLE WAS TOWED TO LYNCH CHEVROLET OF MUKWONAGO FOR DIAGNOSTIC TESTING AND REPAIRS. THE FAILURE MILEAGE WAS APPROXIMATELY 58,000. PART DISTRIBUTION DISCONNECT.

335. Another owner wrote in a Dodge Ram forum: “I received a recall notice from FCA stating that a faulty EGR cooler can cause fires and is a safety

concern. The recall also states that parts are available. I have contacted several Ram dealers and they all tell me that parts are on back order and that each dealer only gets one set of parts per week. I was also told that it may be as long as 6-8 months before my truck can be addressed. Mine is not an isolated incident. As a member of a Ram forum of 17K members, this is an frequent complaint. Since Ram knows that this is a safety issue that could cause a fire, they should be either repairing the vehicles or providing loaner transportation until such time as the repair can be made."[82]

336. Owners of the 2017–2019 model years have not been notified of an available fix yet.

G. The EGR Cooler Defect Poses an Inherent Risk to Vehicle Occupant Safety and Renders the Class Vehicles *Per Se* Defective

337. The federal Safety Act and related regulations require the quarterly submission to NHTSA of "early warning reporting" data, including claims relating to property damage received by the automotive manufacturer, warranty claims paid by the automotive manufacturer, consumer complaints, incidents involving injury or death, and field reports prepared by the automotive manufacturer's employees

[82] Ex. 38, 2014 RAM 1500 OWNER COMMENTS, CARCOMPLAINTS.COM, Post #187 (June 17, 2020), https://www.carcomplaints.com/Ram/1500/2014/engine/engine.shtml.

or representatives concerning failure, malfunction, lack of durability, or other performance issues. 49 U.S.C. § 30166(m)(3); 49 C.F.R. § 579.21.

338. The Safety Act further requires immediate action when a manufacturer determines or should determine that a safety defect exists. *See United States v. Gen. Motors Corp.*, 574 F. Supp. 1047, 1050 (D.D.C. 1983). A safety defect is defined by regulation to include any defect that creates an "unreasonable risk of accidents occurring because of the design, construction, or performance of a motor vehicle" or "unreasonable risk of death or injury in an accident." 49 U.S.C. § 30102(a)(8). Within five (5) days of learning about a safety defect, a manufacturer must notify NHTSA and provide a description of the vehicles potentially containing the defect, including "make, line, model year, [and] the inclusive dates (month and year) of manufacture," a description of how these vehicles differ from similar vehicle does not included in the recall, and "a summary of all warranty claims, field or service reports, and other information" that formed the basis of the determination that the defect was safety related. 49 U.S.C. § 30118(c); 49 C.F.R. § 573.6(b)–(c). Then, "within a reasonable time" after deciding that a safety issue exists, the manufacturer must notify the owners of the defective vehicles. 49 C.F.R. §§ 577.5(a), 577.7(a). Violating these notification requirements can result in a maximum civil penalty of $15,000,000. 49 U.S.C. § 30165(a)(1).

339. It is standard practice for automobile manufacturers to engage in extensive pre-launch testing of its vehicles. FCA did so for the Class Vehicles and tested the operation of the EGR cooler prior to selling the Class Vehicles. By 2014, there were industry methods for testing EGR coolers for thermal strain. This design, engineering, and testing data is unavailable to Plaintiffs without discovery, but upon information and belief, analysis of this data would have revealed the defects. Moreover, vehicle manufacturers such as FCA have significant and dedicated departments that monitor many public and subscription sites to ensure awareness of emerging safety-related issues, among others. Emerging problems such as the EGR Cooler defect were tracked by FCA. Relevant information would be condensed and pushed to design, development, testing, service and quality departments for follow up.

340. Upon information and belief, FCA has known about the dangerous defects present in the Defective Vehicles since at least 2013 and acquired such knowledge through this pre-release testing, as well as via post-release monitoring; dealership repair records; warranty and post-warranty claims; the numerous complaints made to NHTSA; the high volume of complaints made on internet forums; and complaints made to FCA itself. Moreover, the defects themselves are pervasive, increasing the likelihood of FCA's early knowledge.

341. FCA routinely monitors the internet for consumer complaints. Its customer relations department routinely monitors the internet for customer complaints, and it retains the services of third parties to do the same. FCA's customer relations division regularly receives and responds to customer calls concerning product defects. Based on its duty to monitor safety-related complaints or concerns, FCA assuredly saw scores of consumer complaints regarding the EGR cooler failure. It is clear that FCA knew about the defects before the Class Vehicles were sold.

342. FCA's customer relations department also collects and analyzes field data including, but not limited to, repair requests made at dealerships and service centers, technical reports prepared by engineers that have reviewed vehicles for which warranty coverage is requested, parts sales reports, and warranty claims data. Defendant had notice of the defect via replacement part sales and warranty repair requests, indirect complaints from customers through online fora, NHTSA complaints, other automobile makers, industry sources including articles and whitepapers, and testing and investigations. It is clear that FCA knew about the defects before the Class Vehicles were sold.

343. FCA knew about the defects because its customer relations department, which interacts with FCA-authorized service technicians in order to identify potentially widespread vehicle problems and assist in diagnosing vehicle

issues, has received numerous reports that the EGR cooler can crack and cause a truck fire.

H. FCA Concealed, Both Affirmatively and Via Omission, the Defective Nature of the EGR Cooler

344. At least from 2014 through 2019, FCA has extensively advertised the benefits of the EcoDiesel engine located within all of the Class Vehicles. At all times relevant to this action, FCA omitted and/or concealed the EGR cooler defect. At no point during the period relevant to this action did FCA inform buyers and/or lessees of the Class Vehicles that the EGR cooler could crack and lead to an engine fire. FCA represented that the Class Vehicles were free from defect and advertised that they are durable and reliable, but this is not true.

345. In so doing, FCA led consumers, including Plaintiffs and the putative Class Members, to believe that the Class Vehicles would be free from defects that result in loss of power and engine fire.

346. FCA claimed that its 2014 Dodge Ram EcoDiesel vehicles were durable, touting that "the available 3.0L EcoDiesel V6 utilizes dual-filtration technology for greater … durability."[83]

[83] Ex. 39, 2014 Ram Commercial eBrochure, at 4, available at https://www.ramtrucks.com/assets/pdf/brochures/14MY_Ram_Commercial_eBrochure.pdf.

I. FCA Also Misrepresented that Loaner Vehicles Would Be Provided to Impacted Owners

347. FCA not only concealed the defect, denied warranty claims, claimed it was not at fault after fire investigations, and told owners a fix was available when it was not, but FCA is also routinely denying some requests for loaner cars pending a fix, which is forcing impacted truck owners back on the road. Not only this, but FCA also actively misrepresented that loaner cars would be provided for all concerned owners.

348. In December 2019, FCA released an instruction indicating that "if the vehicle does not currently need any repairs, and the customer is still concerned for their safety, please provide the customer with a loaner vehicle until such time that the remedy for the recall is available."[84]

349. But this isn't happening: "My truck started leaking coolant out the rear of engine down transmission and on the ground and motor wouldn't hold any coolant in it so I called FCA customer care and they told me vehicle is not drivable to get it to Ram dealership for repairs it's been sitting there 9 days now and I can't get anybody from dealer or customer care to get it worked on and diagnosed it's under factory warranty plus the EcoDiesel settlement extended warranty coverage for all parts of possible problem and they will not loan me a vehicle of any kind

[84] *See* Ex. 8, *supra* n.16.

and I'm in need of my vehicle repaired and back to being able to drive it, I call Ram customer care every day and keep getting told nothing about it getting repaired or problem located."[85]

350. Another affected owner posted in a Dodge Ram 1500 EcoDiesel forum that he filed a NHTSA complaint and asked FCA for a rental car until the fix was available, and was told "we can't authorize a rental car."[86]

J. FCA Continued to Sell Vehicles with the Subject Coolers After the Announcement of the Recall

351. Compounding the danger further, FCA continues to sell vehicles with this known issue. This continues to put owners and their families at risk:

> So, I just purchased a 2015 eco around 1 month ago from a dealer. Truck has 37,000 miles on it. I obviously have not received any recall letter for this large issue. What I've been reading on this thread, is the engine starts to loses power first? I have a 5 y/o who is still in a car seat, so I want to know the first sign. I contacted the dealer and they said they would contact me when parts are

[85] Ex. 40, 2014 RAM 1500 OWNER COMMENTS, CARCOMPLAINTS.COM, Post #164 (Jan. 14, 2020), https://www.carcomplaints.com/Ram/1500/2014/engine/engine-2.shtml.

[86] "I filed a complaint to NHTSA and got a claim # and I also contacted FCA regarding a rental car until the fix and their response was 'we can't authorize a rental car' and I said I would be furious if my 2016 Ecodiesel burns to the ground when it could have been avoided. I recently added approved coolant and have driven less than 50 miles and the coolant level is already low, this is bullshit that I have to monitor coolant level on a daily basis. All the dealerships that I've contacted said EGR cooler is on backorder. I almost wish I would have bought a gas motor, this is bullshit!!!!" Ex. 41, Bobcope399, *Engine Fire*, ECODIESELRAM.COM, Post #119 (Dec. 24, 2019), https://www.ecodieselram.com/forum/threads/engine-fire.3227/page-6#post-27807.

> available for the recall. Does anyone know when parts are available? Also how can a Ram dealership sell a vehicle with this type of recall pending?[87]

K. FCA Deliberately and Fraudulently Misrepresented Its Recall Fixes

352. Perhaps the most disturbing fact of all, which has just recently come to light, is that FCA further misled its impacted consumers by peddling at least one fake recall fix. FCA misrepresented to impacted consumers soon after the recall began that a recall remedy was available, which was a new, improved, defect-free part. FCA has identified an "improved EGR cooler" that it claims is "not susceptible to thermal fatigue."[88]

353. FCA knew at the time that this statement was false. Evidence shows that FCA was installing this part *before the recall was even announced.* For example, Plaintiff Nathan Felker received part number 68483334AA in September 2019, *prior to FCA's announcement of the recall*. Given that Plaintiff Felker's repair work was done before the recall and before FCA's safety recall advanced communication dated November 1, 2019, which indicated that "the remedy for this condition is not currently available," this part clearly was not a real fix.[89] In fact, Plaintiff Felker received another EGR fix in January 2020 because he was

[87] *Id*. at Post #13 (Dec. 18, 2019).
[88] Ex. 1, *supra* n.1.
[89] Ex. 42, New Safety Recall Advanced Communication (Nov. 1, 2019), available at https://static.nhtsa.gov/odi/rcl/2019/RCMN-19V757-5848.pdf.

continuing to have issues even after this part was installed. In a later fix, he was again given part number 68483334AA. At this visit, he was affirmatively told by FCA that this was a new "redesigned" part. He was also told that the part was not readily available, but that if a customer "complained," that customer got the part.

354. FCA has taken this fraud a step further. A check of NHTSA's website of Plaintiff Felker's VIN shows that the recall fix has been performed, even though he received the 68483334AA part. This is further clear evidence of FCA's intent to defraud consumers and to register these trucks has fixed. This also calls into question the information submitted in FCA's quarterly report on its recall progress.

355. Based upon an online search, it is very rare for a consumer to be told the truth about this "6" part. An online search located only two references on owner blogs that indicate that dealerships have told owners that part 6 is just an "interim" part. For example, one Ram 1500 owner posted in approximately February 2020: "I just got my truck back, it was in the shop for 8 days. The dealer told me I got an 'interim' EGR until the recall part is available. I'll have to go back in once parts are available to complete the recall."[90] Along with his post is a service record showing the part he received was 68483334AA.[91] Another Ram

[90] Ex. 43, Brianw0048, *Redesigned EGR Cooler*, RAM1500DIESEL.COM, Post #5 (Mar. 2020), https://www.ram1500diesel.com/threads/redesigned-egr-cooler.67924/.

[91] *Id.*

1500 owner posted: "I have no connection to FCA or a dealership to be clear. I was told: Interim Fix: 68483334aa; Permanent Fix: CSNDVB11AA (but we have reports of CSNDVB11AB showing up)."[92] The "C" at the beginning of the Mopar number may designate "Campaign" as a recall part is referred to as a "campaign part."[93]

356. FCA's own recall paperwork provided months after the initial safety recall report shows that beginning in approximately May 2020, FCA started to identify the fix as part CSNDVB11AA.[94] But consumers have still not been told the truth about the "6" part, and given that FCA has fraudulently represented to owners that an existing part available before the recall (68483334AA) is or was actually a new, improved, defect-free part, no consumer, including any Plaintiff that allegedly receives a remedy, can know or have any assurance that the defect in their vehicle has indeed been remedied, and is not ongoing. For this reason, no affected consumer, including any Plaintiff, who has received a supposed recall "fix" prior to or after the filing of this litigation, should be considered to not have a stake in this litigation due to a supposed "fix." This is a factual question that cannot be determined at this time.

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[92] Ex. 44, Themidnightwill, *Updated EGR Part #?*, RAM1500DIESEL.COM, Post #2 (May 2020), https://www.ram1500diesel.com/threads/updated-egr-part-%F0%9F%A4%94.68354/.

[93] *Id.* at Post #7.

[94] Ex. 10, *supra* n.22.

L. FCA Has a Long Pattern of Turning Its Back on Owners Before and After Recalls

357. After all these abject failures and intentional misrepresentations and omissions, FCA owners are left in an impossible situation with no recourse. Owners of the vehicles have not much more to do than to continue to warn each other about the danger in the hopes to get the word out and save lives. As one owner posted, "On Friday, 03 January 2020, my EcoDiesel succumbed to the VB1 recall fire—EGR Cooler failure. Within 90 seconds, the fire was too much for me to logically be anywhere near that truck anymore. If you smell smoke, get everybody out and get away immediately."[95] He went on to write: "Mine took only 90 seconds from the time the truck stopped—I immediately smelled smoke—until the fire was visible and I had to stop trying to get anything else out of the truck. Total loss and thank God I was alone when it happened. If you are driving an EcoDiesel, prepare for this to happen at a moment's notice. If you are losing coolant, get it in to the dealer now. Document it. Demand a loaner vehicle. I will not drive or let anybody I know get in another ED unless it is a 2020. Yes, it is that serious. Life and death serious."[96]

[95] Ex. 45, Deward, RAM1500DIESEL.COM (Nov. 19, 2018), https://www.ram1500diesel.com/members/deward.38134/.

[96] *Id.*

M. Allegations Establishing Agency Relationship Between Manufacturer FCA and FCA Dealerships

358. An agency relationship existed and exists between FCA and FCA dealerships. Upon information and belief, Manufacturer Defendant FCA has impliedly or expressly acknowledged that FCA-authorized dealerships are its sales agents, and the dealers have accepted that undertaking, FCA has the ability to control authorized FCA dealers, and FCA acts as the principal in that relationship, as is shown by the following:

i. Manufacturer FCA can terminate the relationship with its dealers at will.

ii. The relationships are indefinite.

iii. Manufacturer FCA is in the business of selling vehicles as are its dealers.

iv. Manufacturer FCA provides tools and resources for FCA dealers to sell vehicles.

v. Manufacturer FCA supervises its dealers regularly.

vi. Without Manufacturer FCA, the relevant FCA dealers would not exist.

vii. Manufacturer FCA requires the following of its dealers:

1. Reporting of sales;

2. Computer network connection with Manufacturer FCA;

3. Training of dealers' sales and technical personnel;

4. Use of Manufacturer FCA-supplied computer software;

5. Participation in Manufacturer FCA's training programs;

6. Establishment and maintenance of service departments in FCA dealerships;

7. Certification of FCA pre-owned vehicles;

8. Reporting to Manufacturer FCA with respect to the car delivery, including reporting Plaintiffs' names, addresses, preferred titles, primary and business phone numbers, e-mail addresses, vehicle VIN numbers, delivery date, type of sale, lease/finance terms, factory incentive coding, if applicable, vehicles' odometer readings, extended service contract sale designations, if any, and names of delivering dealership employees; and

9. Displaying Manufacturer FCA logos on signs, literature, products, and brochures within FCA dealerships.

viii. Dealerships bind Manufacturer FCA with respect to:

1. Warranty repairs on the vehicles the dealers sell; and

2. Issuing service contracts administered by Manufacturer FCA.

ix. Manufacturer FCA further exercises control over its dealers with respect to:

1. Financial incentives given to FCA dealer employees;

2. Locations of dealers;

3. Testing and certification of dealership personnel to ensure compliance with Manufacturer FCA's policies and procedures; and

4. Customer satisfaction surveys, pursuant to which Manufacturer FCA allocates the number of FCA cars to each dealer, thereby directly controlling dealership profits.

x. FCA dealers sell FCA vehicles on Manufacturer FCA's behalf, pursuant to a "floor plan," and Manufacturer FCA does not receive payment for its cars until the dealerships sell them.

xi. Dealerships bear FCA's brand names, use FCA's logos in advertising and on warranty repair orders, post FCA-brand signs for the public to see, and enjoy a franchise to sell Manufacturer FCA's products, including the Class Vehicles.

xii. Manufacturer FCA requires FCA dealers to follow the rules and policies of Manufacturer FCA in conducting all aspects of dealer business, including the delivery of Manufacturer FCA's warranties described above, and the servicing of defective vehicles such as the Class Vehicles.

xiii. Manufacturer FCA requires its dealers to post FCA's brand names, logos, and signs at dealer locations, including dealer service departments, and to identify themselves and to the public as authorized FCA dealers and servicing outlets for Manufacturer FCA cars.

xiv. Manufacturer FCA requires its dealers to use service and repair forms containing Manufacturer FCA's brand names and logos.

xv. Manufacturer FCA requires FCA dealers to perform Manufacturer FCA's warranty diagnoses and repairs, and to do the diagnoses and repairs according to the procedures and policies set forth in writing by Manufacturer FCA.

xvi. Manufacturer FCA requires FCA dealers to use parts and tools either provided by Manufacturer FCA, or approved by Manufacturer FCA, and to inform FCA when dealers discover that unauthorized parts have been installed on one of Manufacturer FCA's vehicles.

xvii. Manufacturer FCA requires dealers' service and repair employees to be trained by FCA in the methods of repair of FCA-brand vehicles.

xviii. Manufacturer FCA audits FCA dealerships' sales and service departments and directly contacts the customers of said dealers to determine their level of satisfaction with the sale and repair services provided by the dealers; dealers are then granted financial incentives or reprimanded depending on the level of satisfaction.

xix. Manufacturer FCA requires its dealers to provide FCA with monthly statements and records pertaining, in part, to dealers' sales and servicing of Manufacturer FCA's vehicles.

xx. Manufacturer FCA provides technical service bulletins and messages to its dealers detailing chronic defects present in product lines and repair procedures to be followed for chronic defects.

xxi. Manufacturer FCA provides its dealers with specially trained service and repair consultants with whom dealers are required by Manufacturer FCA to consult when dealers are unable to correct a vehicle defect on their own.

xxii. Manufacturer FCA requires FCA-brand vehicle owners to go to authorized FCA dealers to obtain servicing under FCA warranties.

xxiii. FCA dealers are required to notify Manufacturer FCA whenever a car is sold or put into warranty service.

V. TOLLING OF THE STATUTE OF LIMITATIONS

359. As of the date of this Complaint, FCA continues to market its vehicles based on superior durability and reliability, despite its knowledge that the Class Vehicles are defective, have catastrophically failed, or can catastrophically fail, and continues to represent that a remedy is readily available for the EGR cooler recall.

360. Plaintiffs and Class Members did not discover and could not reasonably have discovered prior to purchase that their Class Vehicles are defective, that the durability and performance of their Class Vehicles is impaired by this defect, and that such durability and performance is far less than FCA promised, or that, as a result of the foregoing, they overpaid for their vehicles at the point of sale or lease, the value of their vehicles is diminished, their vehicles were unsafe, and/or their vehicles will require costly modification to avoid a

catastrophic, even more costly failure, and that any such modifications would impair other qualities of the Class Vehicles that formed a material part of the bargain between the parties in the purchase of the Class Vehicles by Plaintiffs and Class Members.

361. With respect to Class Vehicles that experienced a catastrophic EGR cooler crack prior to the recall, Plaintiffs and Class Members did not discover and could not reasonably have discovered their EGR cooler failure.

362. With respect to Class Vehicles that experienced a catastrophic EGR cooler crack after the recall, Plaintiffs and Class Members did not discover and could not reasonably have known that FCA would not provide a fix for their EGR cooler failure. Therefore, all applicable statutes of limitation have been tolled by operation of the discovery rule.

363. Until the announcement of the botched recall in October 2019, Plaintiffs and putative Class Members had no way of knowing about FCA's wrongful and deceptive conduct with respect to their defective Class Vehicles. After the recall, FCA falsely represented that all EGR coolers would be replaced given that 100% were impacted by the recall, did not tell owners that only those that were cracked would be fixed, and did not tell owners that the parts needed for the fix would not be available for a significant segment of vehicle owners impacted by the recall.

VI. CLASS ACTION ALLEGATIONS

364. Throughout this Complaint, "Class Vehicle" is defined as FCA-manufactured 2014–2019 Dodge Ram 1500 EcoDiesel Trucks and 1500 Classic Trucks, which did not and have not received an updated EGR cooler part purportedly free from defect.

365. Plaintiffs bring this action on behalf of themselves and as a class action, pursuant to Federal Rule of Civil Procedure 23, on behalf of the following Class and Subclasses:

The Nationwide Class:

All persons or entities in the United States who purchased or leased one or more of the Class Vehicles.

The Arizona Class:

All persons or entities who are residents of Arizona or purchased or leased one or more of the Class Vehicles in Arizona.

The California Subclass:

All persons or entities who are residents of California or purchased or leased one or more of the Class Vehicles in California.

The Connecticut Class:

All persons or entities who are residents of Connecticut or purchased or leased one or more of the Class Vehicles in Connecticut.

The Hawaii Subclass:

All persons or entities who are residents of Hawaii or purchased or leased one or more of the Class Vehicles in Hawaii.

The Idaho Subclass:

All persons or entities who are residents of Idaho or purchased or leased one or more of the Class Vehicles in Idaho.

The Iowa Subclass:

All persons or entities who are residents of Iowa or purchased or leased one or more of the Class Vehicles in Iowa.

The Illinois Class:

All persons or entities who are residents of Illinois or purchased or leased one or more of the Class Vehicles in Illinois.

The Kansas Subclass:

All persons or entities who are residents of Kansas or purchased or leased one or more of the Class Vehicles in Kansas.

The Maine Class:

All persons or entities who are residents of Maine or purchased or leased one or more of the Class Vehicles in Maine.

The Maryland Class:

All persons or entities who are residents of Maryland or purchased or leased one or more of the Class Vehicles in Maryland.

The Massachusetts Class:

All persons or entities who are residents of Massachusetts or purchased or leased one or more of the Class Vehicles in Massachusetts.

The Minnesota Class:

All persons or entities who are residents of Minnesota or purchased or leased one or more of the Class Vehicles in Minnesota.

The Nevada Class:

All persons or entities who are residents of Nevada or purchased or leased one or more of the Class Vehicles in Nevada.

The North Carolina Class:

All persons or entities who are residents of North Carolina or purchased or leased one or more of the Class Vehicles in North Carolina.

The Oklahoma Class:

All persons or entities who are residents of Oklahoma or purchased or leased one or more of the Class Vehicles in Oklahoma.

The Oregon Class:

All persons or entities who are residents of Oklahoma or purchased or leased one or more of the Class Vehicles in Oregon.

The Pennsylvania Class:

All persons or entities who are residents of Pennsylvania or purchased or leased one or more of the Class Vehicles in Pennsylvania.

The South Carolina Class:

All persons or entities who are residents of South Carolina or purchased or leased one or more of the Class Vehicles in South Carolina.

The Tennessee Class:

All persons or entities who are residents of Tennessee or purchased or leased one or more of the Class Vehicles in Tennessee.

The Texas Class:

All persons or entities who are residents of Texas or purchased or leased one or more of the Class Vehicles in Texas.

The Utah Class:

All persons or entities who are residents of Utah or purchased or leased one or more of the Class Vehicles in Utah.

The Virginia Class:

All persons or entities who are residents of Virginia or purchased or leased one or more of the Class Vehicles in Virginia.

The Washington Class:

All persons or entities who are residents of Washington or purchased or leased one or more of the Class Vehicles in Washington.

The Wisconsin Class:

All persons or entities who are residents of Wisconsin or purchased or leased one or more of the Class Vehicles in Wisconsin.

366. Plaintiffs assert claims under the laws of each state set forth below.

367. Excluded from the Class and Subclasses are individuals who have personal injury claims resulting from an EGR cooler failure. Also excluded from the Class and Subclasses is FCA and its officers, directors, affiliates, legal

representatives, employees, co-conspirators, successors, subsidiaries, and assigns, as well as any entity in which FCA has a controlling interest. In addition, governmental entities and any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff are excluded from the Class and Subclasses. Plaintiffs reserve the right to revise the Class definitions based upon information learned through discovery.

368. Certification of Plaintiffs' claims for classwide treatment is appropriate because Plaintiffs can prove the elements of their claims on a classwide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claim.

369. The Class Representatives are asserting claims that are typical of the claims of Class and Subclass Member, and they will fairly and adequately represent and protect the interests of the Class and Subclasses in that they have no interests antagonistic to those of the putative Class and Subclass Members.

370. The amount of damages suffered by each individual member of the Class, in light of the expense and burden of individual litigation, would make it difficult or impossible for individual Class and Subclass Members to redress the wrongs done to them. Plaintiffs and Class Members have all suffered harm and damages as a result of FCA's unlawful and wrongful conduct. Absent a class action, FCA will likely not have to compensate victims for FCA's wrongdoings

and unlawful acts or omissions, and will continue to commit the same kinds of wrongful and unlawful acts or omissions in the future. Indeed, upon information and belief, FCA continues to deny claims and recall fixes relating to the EGR cooler and thus continues ongoing misrepresentations to the Class.

371. **Numerosity under Federal Rule of Civil Procedure 23(a)(1):** The Class and Subclasses are so numerous that individual joinder of all of its members is impracticable. Due to the nature of the trade and commerce involved, Plaintiffs believe that the total number of Class and Subclass Members is at least in the thousands, and are numerous and geographically dispersed across the country. While the exact number and identities of the Class and Subclass Members is unknown at this time, such information can be ascertained through appropriate investigation and discovery, as well as by the notice Class Members will receive by virtue of this litigation so that they may self-identify. The disposition of the claims of Class and Subclass Members in a single class action will provide substantial benefits to all Parties and the Court. Members of the Class may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice. The number of persons for whom this action is filed who are citizens of these United States effectively exhausts the membership of the class.

372. **Commonality and Predominance under Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3):** This action involves common questions of law and fact which predominate over any questions affecting individual Class Members, including, without limitation:

a. Whether FCA engaged in the conduct alleged herein;

b. Whether FCA knew about the EGR cooler defect and the inherent problems related thereto, and if so, how long FCA knew or should have known as much;

c. Whether FCA designed, advertised, marketed, distributed, leased, sold, or otherwise placed the defective Class Vehicles into the stream of commerce within the United States;

d. Whether the diesel engine systems that are the subject of this Complaint are defective such that they are not fit for ordinary consumer use;

e. Whether FCA omitted material facts about the quality, durability, and vehicle longevity of the Class Vehicles;

f. Whether FCA designed, manufactured, marketed, and distributed Class Vehicles with defective or otherwise inadequate EGR cooler;

g. Whether FCA's conduct violates states' consumer protection statutes and constitutes breach of contract or warranty and fraudulent concealment as asserted herein;

h. Whether Plaintiffs and the Subclass Members overpaid for their vehicles at the point of sale or lease; and

i. Whether Plaintiffs and Subclass Members are entitled to damages and other monetary relief and, if so, what amount.

373. **Typicality under Federal Rule of Civil Procedure 23(a)(3):** Plaintiffs' claims are typical of the Class and Subclass Members' claims because

all have been comparably injured through FCA's wrongful conduct as described above.

374. **Adequacy of Representation under Federal Rule of Civil Procedure 23(a)(4):** Plaintiffs are adequate Class Representatives because their interests do not conflict with the interests of Class and Subclass Members they seek to represent. Additionally, Plaintiffs have retained counsel with substantial experience in handling complex class action and multi-district litigation. Plaintiffs and their counsel are committed to prosecuting this action vigorously on behalf of Class and Subclass Members and have the financial resources to do so. The interests of Class and Subclass Members will be fairly and adequately protected by Plaintiffs and their counsel.

375. **Declaratory and Injunctive Relief under Federal Rule of Civil Procedure 23(b)(2):** FCA has acted or refused to act on grounds generally applicable to Plaintiffs and the other members of the Class, thereby making appropriate final injunctive relief and declaratory relief with respect to the Class as a whole.

376. **Superiority of Class Action under Federal Rule of Civil Procedure 23(b)(3):** A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The financial detriment

suffered by Plaintiffs and the other members of the Class and Subclasses are relatively small compared to the burden and expense that would be required to individually litigate their claims against FCA. Accordingly, it would be impracticable for the members of the Class and Subclasses to individually seek redress for FCA's wrongful conduct. Even if members of the Class and Subclasses could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

VII. CAUSES OF ACTION

A. Claims brought on behalf of the Nationwide Class

COUNT I

VIOLATIONS OF 15 U.S.C. § 2301, *ET SEQ.* THE MAGNUSON-MOSS WARRANTY ACT

377. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

378. This claim is brought on behalf of the Nationwide Class.

379. Plaintiffs are "consumers" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

380. FCA is a "supplier" and "warrantor" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)–(5).

381. The Class Vehicles are "consumer products" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

382. 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 a written or implied warranty.

383. FCA warranty provided to owners and lessees of the Class Vehicles is a written warranty within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The Class Vehicles' implied warranties are covered under 15 U.S.C. § 2301(7).

384. FCA breached these warranties, as described in more detail above. Without limitation, the Class Vehicles are equipped with a defective EGR cooler that can crack and cause an engine fire, leading to injury and property damage. The Class Vehicles share a common design defect in that the EGR cooler fails to operate as represented by FCA.

385. Plaintiffs and Class Members have had sufficient direct dealings with either FCA or its agents (e.g., dealerships and technical support) to establish privity of contract between FCA on one hand, and Plaintiffs and each of the other Class Members on the other hand. Nonetheless, privity is not required here because

Plaintiffs and each of the other Class Members are 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.

386. Affording FCA a reasonable opportunity to cure its breach of written warranties would be unnecessary and futile here.

387. At the time of sale or lease of each Class Vehicle, FCA knew, should have known, or was reckless in not knowing of its misrepresentations and omissions concerning the Class Vehicles' inability to perform as warranted, but nonetheless failed to rectify the situation. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate, and any requirement that Plaintiffs resort to an informal dispute resolution procedure and/or afford FCA a reasonable opportunity to cure its breach of warranties is excused and thereby deemed satisfied.

388. Plaintiffs and Class Members would suffer economic hardship if they returned their Class Vehicles but did not receive the return of all payments made by them. Because FCA is refusing to acknowledge any revocation of acceptance

and return immediately any payments made, Plaintiffs and Class Members have not re-accepted their Class Vehicles by retaining them.

389. The amount in controversy of Plaintiffs' individual claims meets or exceeds the sum of $25. The amount in controversy of this action exceeds the sum of $50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit.

390. Plaintiffs, individually and on behalf of the other Class Members, seek all damages permitted by law, including diminution in value of the Class Vehicles, in an amount to be proven at trial.

COUNT II

FRAUDULENT CONCEALMENT

391. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

392. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the State Subclasses, against Defendant FCA.

393. FCA failed to disclose the EGR cooler defect in the Class Vehicles and affirmatively represented through advertisements and other avenues of communications, including standard and uniform materials provided with each Class Vehicle and on its website, that the class vehicles were safe, reliable,

durable, and of high quality, and would perform and operate in a safe manner. Furthermore, FCA affirmatively misrepresented to Plaintiffs that a recall was readily available for Class Vehicles when it was not.

394. FCA knew about the defect in the Class Vehicles when these representations were made.

395. Any reasonable consumer would understand those representations to mean that the Class Vehicle was free from defects.

396. FCA intentionally concealed from Plaintiffs the fact that the Class Vehicles had an EGR cooler defect.

397. FCA had a duty to disclose the dangers and risks posed by the Class Vehicles and/or the defective EGR coolers installed in them, as well as the lack of remedy, because they concerned the safety of the Class Vehicles.

398. FCA knowingly concealed these material facts from Plaintiffs and Class members to mislead them.

399. FCA had a duty to disclose the existence of the EGR cooler defect because FCA had exclusive knowledge of the material facts.

400. Plaintiffs and Class members did not know the true nature of the Class Vehicles and could not have discovered the EGR cooler defect through reasonably diligent investigation.

401. FCA took affirmative actions to conceal the material facts, including by not timely notifying NHTSA and consumers about the existence of the EGR cooler defect.

402. When Plaintiffs and Class members bought their Class Vehicles, they received no information from FCA regarding the dangerously defective EGR cooler. The failure to disclose the EGR cooler defect was consistent and pervasive. In advertising and materials provided with each Class Vehicle, the EGR cooler defect was uniformly concealed from Plaintiffs and Class members.

403. FCA intentionally concealed, suppressed and failed to disclose the EGR cooler defect in the Class Vehicles and the nature of the risk. The full and complete nature of the Defect was concealed from Plaintiffs, Class members, and the general public. FCA knew or should have known the true facts. However, FCA did not reveal the truth to Plaintiffs or the Class. Instead, FCA concealed the truth, intending that Plaintiffs and the Class would rely on their concealment, which Plaintiffs and the Class did.

404. A reasonable consumer expects their vehicle will not burst into flames while driving under real world conditions.

405. Defendant had a duty to disclose the true nature of the EGR cooler defect and the true nature of the recall in light of their representations.

406. On information and belief, FCA still has not made full and adequate disclosures and continues to defraud Plaintiffs and the members of the Class by concealing material information regarding the defective EGR coolers and the recall.

407. But for FCA's fraud, Plaintiffs and the members of the Class would not have purchased the Class Vehicles, or would have paid less for them. Plaintiffs and members of the Class have sustained damage because they purchased vehicles that diminished in value as a result of FCA's fraud, and because the vehicles are not worth the full price paid at the time of purchase. Accordingly, FCA is liable to Plaintiffs and the members of the Class for damages in an amount to be proved at trial.

408. FCA's acts were done deliberately with intent to defraud and in reckless disregard of the rights of Plaintiffs and the Class and the safety of consumers and the public at large; and to enrich themselves through additional vehicle sales. FCA's misconduct warrants an assessment of punitive damages sufficient to deter such conduct in the future, which amount shall be determined according to proof at trial.

B. Claims brought on behalf of the Arizona Subclass

COUNT I

VIOLATIONS OF THE ARIZONA CONSUMER FRAUD ACT (ARIZ. REV. STAT. § 44-1521, *ET SEQ.*)

409. Plaintiffs (for purposes of all Arizona Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

410. Plaintiffs bring this Count on behalf of the Arizona Subclass Members against FCA.

411. Defendant, Plaintiffs, and the Arizona Subclass Members are each "persons" as defined under the Arizona Consumer Fraud Act ("Arizona CFA"). Ariz. Rev. Stat § 44-1521.

412. The Arizona CFA provides that "[t]he act, use or employment by any person of any deception, deceptive act or practice, fraud, ... misrepresentation, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale ... of any merchandise whether or not any person has in fact been misled, deceived or damaged thereby, is declared to be an unlawful practice." Ariz. Rev. Stat. § 44-1522(A).

413. FCA is a "person" within the meaning of the Arizona CFA, Ariz. Rev. Stat. § 44-1521(6). FCA's acts or practices as set forth above and herein

constituted a "sale" and each Class Vehicle is "merchandise" under Ariz. Rev. Stat. § 44-1521(5).

414. The Arizona CFA prohibits deceptive business practices including but not limited to: (1) representing that the Class Vehicles have characteristics, uses, and benefits which they do not have; (2) representing that the Class Vehicles are of a particular standard, quality, and grade when they are not; (3) advertising the Class Vehicles with the intent not to sell them as advertised; (4) engaging in acts or practices which are otherwise misleading, false, or deceptive to the consumer; and (5) engaging in any unconscionable method, act, or practice in the conduct of trade or commerce.

415. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

416. In purchasing or leasing the Class Vehicles, Plaintiffs and the Arizona Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

417. Plaintiffs and Arizona Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and Arizona Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

418. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

419. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts was likely to, and did in fact, deceive reasonable consumers.

420. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Arizona Subclass Members.

421. Defendant knew or should have known that its conduct violated the Arizona law regarding unfair or deceptive acts in trade or commerce.

422. Defendant owed Plaintiffs and Arizona Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Arizona Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Arizona Subclass Members that contradicted these representations.

423. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Arizona Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and Arizona Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Arizona Subclass Members, FCA had the duty to disclose not just the partial truth, but the

entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Arizona Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Arizona Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect when there was not.

424. Defendant's conduct proximately caused injuries to Plaintiffs and the Arizona Subclass Members.

425. Plaintiffs and the Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the Arizona Subclass Members 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 Defendant's misrepresentations and omissions.

426. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are

immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

427. Plaintiffs and Arizona Subclass Members seek monetary relief against FCA in an amount to be determined at trial, including damages, and including out-of-pocket and/or benefit of the bargain, attorneys' fees, and any other just and proper relief available under the Arizona CFA.

428. Plaintiffs and Arizona Subclass Members also seek punitive damages against FCA because FCA's conduct evidences an extreme deviation from reasonable standards. Defendant's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON ARIZONA LAW)

429. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

430. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Arizona Subclass, against Defendant FCA.

431. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon common law in each state.

432. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

433. FCA intentionally concealed that the Class Vehicles are defective.

434. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

435. Defendant knew about the defect in the Class Vehicles when these representations were made.

436. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

437. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

438. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant

touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

439. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

440. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

441. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

442. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known

and/or accessible only to Defendant, because Defendant had exclusive knowledge as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

443. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

444. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

445. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

446. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect,

and/or would have taken other affirmative steps in light of the information concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

447. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

448. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

449. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

450. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and

Class Members' rights and the representations that Defendant made to them in order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (ARIZ. REV. STAT. § 47-2314)

451. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

452. Plaintiffs bring this Count on behalf of the Arizona Subclass Members against FCA.

453. FCA is a merchant with respect to motor vehicles within the meaning of the Ariz. Rev. Stat. § 47-2014.

454. Under Ariz. Rev. Stat. § 47-2314, a warranty that the Class Vehicles were in merchantable condition was implied by law in the transactions when Plaintiffs and Arizona Subclass Members purchased or leased their Class Vehicles from FCA.

455. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a

condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

456. Plaintiffs and Arizona Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

457. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and Arizona Subclass Members have been damaged in an amount to be proven at trial.

COUNT IV

BREACH OF CONTRACT (BASED ON ARIZONA LAW)

458. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

459. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Arizona Subclass.

460. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

461. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

462. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

463. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

464. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT V

UNJUST ENRICHMENT

465. Plaintiffs incorporate all paragraphs as though fully set forth herein.

466. Plaintiffs bring this Count on behalf of the Arizona Subclass Members against FCA.

467. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and Arizona Subclass Members.

468. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and Arizona Subclass Members.

469. FCA enjoyed the benefit of increased financial gains to the detriment of Plaintiffs and Arizona Subclass Members, who paid a higher price for their vehicles that actually had lower values.

470. FCA has received and retained unjust benefits from the Plaintiffs and Arizona Subclass Members, and inequity has resulted.

471. Thus, all Plaintiffs and Arizona Subclass Members conferred a benefit on FCA.

472. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

473. Because FCA concealed its fraud and deception, Plaintiffs and Arizona Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

474. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

475. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and Arizona Subclass Members in an amount to be proven at trial. Plaintiffs and Arizona Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

C. Claims brought on behalf of the California Subclass

COUNT I

VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT (CAL. CIV. CODE § 1750, *ET SEQ.*)[97]

476. Plaintiffs (for purposes of all California Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

477. Plaintiffs bring this Count on behalf of the California Subclass Members against FCA.

478. FCA is a "person" under Cal. Civ. Code § 1761(c).

479. Plaintiffs and the California Subclass are "consumers," as defined by Cal. Civ. Code § 1761(d), who purchased or leased one or more Class Vehicles.

480. The California Legal Remedies Act ("CLRA") prohibits "unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer[.]" Cal. Civ. Code § 1770(a). FCA's conduct, as described herein, was and is in violation of the CLRA. FCA's conduct violates at least the following enumerated CLRA provisions:

i. Cal. Civ. Code § 1770(a)(2): Misrepresenting the approval or certification of goods;

[97] Ex. 46, Declaration of Bradley Crawford re: Venue.

ii. Cal. Civ. Code § 1770(a)(5): Representing that goods have sponsorship, approval, characteristics, uses, benefits, or quantities which they do not have;

iii. Cal. Civ. Code § 1770(a)(7): Representing that goods are of a particular standard, quality, or grade, if they are of another;

iv. Cal. Civ. Code § 1770(a)(9): Advertising goods with intent to sell them as advertised; and

v. Cal. Civ. Code § 1770(a)(16): Representing that goods have been supplied in accordance with a previous representation when they have not.

481. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of Class Vehicles.

482. In purchasing or leasing the Class Vehicles, Plaintiffs and the California Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

483. Plaintiffs and California Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the California Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class Vehicles, and Plaintiffs and California Subclass Members were not aware of the defective nature of the EGR cooler prior to purchase or lease.

484. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

485. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts was likely to and did in fact deceive reasonable consumers.

486. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the California Subclass Members.

487. Defendant knew or should have known that its conduct violated the California law regarding unfair or deceptive acts in trade or commerce.

488. Defendant owed Plaintiffs and California Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the California Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the California Subclass Members that contradicted these representations.

489. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and California Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and California Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and California Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and California Subclass Members. Longevity, durability, performance,

and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and California Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

490. Defendant's conduct proximately caused injuries to Plaintiffs and the California Subclass Members.

491. Plaintiffs and the California Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the California Subclass Members 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 Defendant's misrepresentations and omissions.

492. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

493. As a direct and proximate result of FCA's violations of the CLRA, Plaintiffs and the California Subclass Members have suffered injury-in-fact and/or actual damage.

494. Under Cal. Civ. Code § 1780(a), Plaintiffs and the California Subclass Members seek monetary relief against FCA measured as the diminution of the value of their vehicles caused by FCA's violations of the CLRA as alleged herein.

495. Under Cal. Civ. Code § 1780(b), Plaintiffs seek an additional award against FCA of up to $5,000 for each California Subclass Member who qualifies as a "senior citizen" or "disabled person" under the CLRA. FCA knew or should have known that its conduct was directed to one or more California Subclass Members who are senior citizens or disabled persons. FCA's conduct caused one or more of these senior citizens or disabled persons to suffer a substantial loss of property set aside for retirement or for personal or family care and maintenance, or assets essential to the health or welfare of the senior citizen or disabled person. One or more California Subclass Members who are senior citizens or disabled persons are substantially more vulnerable to FCA's conduct because of age, poor health or infirmity, impaired understanding, restricted mobility, or disability, and each of them suffered substantial physical, emotional, or economic damage resulting from FCA conduct.

496. Plaintiffs also seek punitive damages against FCA because it carried out reprehensible conduct with willful and conscious disregard of the rights and safety of others, subjecting Plaintiffs and the California Subclass to potential cruel and unjust hardship as a result. FCA intentionally and willfully deceived Plaintiffs on life-or-death matters and concealed material facts that only FCA knew. FCA's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages under Cal. Civ. Code § 3294.

497. Plaintiffs further seek an order enjoining FCA's unfair or deceptive acts or practices, restitution, punitive damages, costs of court, attorneys' fees under Cal. Civ. Code§ 1780(e), and any other just and proper relief available under the CLRA.

498. In accordance with Cal. Civ. Code § 1780(b), on or about August 20, 2020, Plaintiffs' counsel, on behalf of Plaintiffs and the California Subclass Members, sent a letter to FCA with notice of their allegations regarding FCA's violations of the CLRA relating to the Class Vehicles and the California Subclass Members' demand that FCA correct or agree to correct the actions described therein. FCA has failed to do so. Plaintiffs therefore seek compensatory and monetary damages to which Plaintiffs and California Subclass Members are entitled.

COUNT II

VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW (CAL. BUS. & PROF. CODE § 17200, *ET SEQ.*)

499. Plaintiffs (for purposes of all California Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

500. Plaintiffs bring this Count on behalf of the California Subclass Members against FCA.

501. California Business and Professions Code § 17200 prohibits any "unlawful, unfair, or fraudulent business act or practices." FCA has engaged in unlawful, fraudulent, and unfair business acts and practices in violation of the UCL.

502. FCA violated the unlawful prong of § 17200 by the following:

503. FCA represented to Plaintiffs and California Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

504. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect as alleged herein, because Plaintiffs and the California Subclass Members relied on Defendant's material representations.

505. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

506. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and the California Subclass Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and California Subclass Members.

507. FCA's violations present a continuing risk to Plaintiffs and California Subclass Members, as well as to the general public. Its unlawful acts and practices complained of herein affect the public interest.

508. As a direct and proximate result of FCA's violations of the UCL, Plaintiffs and the California Subclass have suffered injury-in-fact and/or actual damage.

509. Plaintiffs request that this Court enter such orders or judgments as may be necessary, including a declaratory judgment that FCA has violated the UCL; an order enjoining FCA from continuing its unfair, unlawful, and/or deceptive practices; an order and judgment restoring to the California Subclass

Members any money lost as the result of FCA's unfair, unlawful, and deceptive trade practices, including restitution and disgorgement of any profits FCA received as a result of its unfair, unlawful, and/or deceptive practices, as provided in Cal. Bus. & Prof. Code § 17203, Cal. Civ. Proc. Code § 384, and Cal. Civ. Code § 3345; and for such other relief as may be just and proper.

COUNT III

FRAUD BY CONCEALMENT (BASED ON CALIFORNIA LAW)

510. Plaintiffs (for purposes of all California Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

511. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the California State Subclass, against Defendant FCA.

512. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

513. FCA intentionally concealed that the Class Vehicles are defective.

514. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would

perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

515. Defendant knew about the defect in the Class Vehicle when these representations were made.

516. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

517. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

518. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

519. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and the other Subclass Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Subclass Members.

520. Plaintiffs and the other Subclass Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Subclass Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Subclass Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

521. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicle, which played a significant role in the value of the Class Vehicle.

522. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known and/or accessible only to Defendant, because Defendant had exclusive knowledge as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Subclass Members.

523. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of Class Vehicles, without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

524. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Subclass Members.

525. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Subclass Members by concealing material information regarding the defect and recall of the Class Vehicles.

526. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for Class Vehicles with the EGR cooler defect, and/or would have taken other affirmative steps in light of the information concealed from them. Plaintiffs' and Subclass Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Subclass Members.

527. Because of the concealment and/or suppression of facts, Plaintiffs and Subclass Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of Class Vehicles. Had Plaintiffs and Subclass Members been aware of the

EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Subclass Members would have paid less for their Class Vehicles or would not have purchased them at all.

528. The value of Plaintiffs' and Subclass Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

529. Accordingly, Defendant is liable to Plaintiffs and Subclass Members for damages in an amount to be proven at trial.

530. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Subclass Members' rights and the representations that Defendant made to them, in order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT IV

VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT FOR BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (CAL. CIV. CODE §§ 1791.1 & 1792)

531. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

532. Plaintiffs bring this Count on behalf of the California Subclass Members against FCA.

533. Plaintiffs and the California Subclass are "buyers" within the meaning of Cal. Civ. Code § 1791(b).

534. The Class Vehicles are "consumer goods" within the meaning of Cal. Civ. Code § 1791(a).

535. FCA was a "manufacturer" of the Class Vehicles within the meaning of Cal. Civ. Code § 1791(j).

536. FCA impliedly warranted to Plaintiffs and the California Subclass that FCA-branded Class Vehicles sold or leased were "merchantable" within the meaning of Cal. Civ. Code §§ 1791.1(a) & 1792; however, the Class Vehicles do not have the quality that a buyer would reasonably expect, and were therefore not merchantable.

537. Cal. Civ. 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:

(1) pass without objection in the trade under the contract description;

(2) are fit for the ordinary purposes for which such goods are used;

(3) are adequately contained, packaged, and labeled; and

(4) conform to the promises or affirmations of fact made on the container or label.

538. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

539. Plaintiffs and California Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass.

Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

540. As a direct and proximate result of FCA's breach of its duties under California's Lemon Law, Plaintiffs and the California Subclass received goods whose dangerous condition substantially impairs their value. Plaintiffs and the California Subclass Members have been damaged by the diminished value of their vehicles, the product's defect, and the loss of use of their Class Vehicles.

541. Under Cal. Civ. Code §§ 1791.1(d) & 1794, Plaintiffs and California Subclass Members are entitled to damages and other legal and equitable relief including, at their election, the purchase price of their Defective Vehicles, or the overpayment or diminution in value of their Defective Vehicles.

542. Under Cal. Civ. Code § 1794, Plaintiffs and the California Subclass are entitled to costs and attorneys' fees.

COUNT V

BREACH OF CONTRACT
(BASED ON CALIFORNIA LAW)

543. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

544. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the California Subclass.

545. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

546. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

547. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

548. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and

reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

549. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT VI

UNJUST ENRICHMENT

550. Plaintiffs (for purposes of all California Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

551. Plaintiffs bring this Count on behalf of the California Subclass Members against FCA.

552. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and California Subclass Members.

553. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and California Subclass Members.

554. FCA enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs and California Subclass Members, who paid a higher price for their vehicles that actually had lower values.

555. FCA has received and retained unjust benefits from the Plaintiffs and California Subclass Members, and inequity has resulted.

556. Thus, all Plaintiffs and California Subclass Members conferred a benefit on FCA.

557. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

558. Because FCA concealed its fraud and deception, Plaintiffs and California Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

559. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

560. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and California Subclass Members in an amount to be proven at trial. Plaintiffs and California Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

D. Claims brought on behalf of the Connecticut Subclass

COUNT I

VIOLATIONS OF THE CONNECTICUT UNFAIR TRADE PRACTICES ACT (CONN. GEN. STAT. § 42-110A *ET SEQ.*)

561. Plaintiffs (for purposes of all Connecticut Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

562. Plaintiffs bring this Count on behalf of the Connecticut Subclass Members against FCA.

563. Defendant, Plaintiffs, and the Connecticut Subclass Members are each "persons" as defined under the Connecticut Unfair Trade Practices Act ("Connecticut UTPA"). Conn. Gen. Stat § 42-110a(3).

564. The Connecticut UTPA provides: "No person shall engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." Conn. Gen. Stat. § 42-110b(a).

565. FCA's acts or practices as set forth above and herein occurred in the conduct of "trade" or "commerce" under Conn. Gen. Stat. § 42-110a(4).

566. The Connecticut UTPA § 42-110 prohibits deceptive business practices including but not limited to: (1) representing that the Class Vehicles have characteristics, uses, and benefits which they do not have; (2) representing that the Class Vehicles are of a particular standard, quality, and grade when they are not;

(3) advertising the Class Vehicles with the intent not to sell them as advertised; (4) engaging in acts or practices which are otherwise misleading, false, or deceptive to the consumer; and (5) engaging in any unconscionable method, act, or practice in the conduct of trade or commerce.

567. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

568. In purchasing or leasing the Class Vehicles, Plaintiffs and the Connecticut Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

569. Plaintiffs and Connecticut Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that

Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the Connecticut Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

570. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

571. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to, and did in fact, deceive reasonable consumers.

572. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Connecticut Subclass Members.

573. Defendant knew or should have known that its conduct violated the Connecticut law regarding unfair or deceptive acts in trade or commerce.

574. Defendant owed Plaintiffs and Connecticut Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Connecticut Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Connecticut Subclass Members that contradicted these representations.

575. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Connecticut Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and Connecticut Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Connecticut Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Connecticut Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Connecticut Subclass Members that they were

purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

576. Defendant's conduct proximately caused injuries to Plaintiffs and the Connecticut Subclass Members.

577. Plaintiffs and the Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the Connecticut Subclass Members 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 Defendant's misrepresentations and omissions.

578. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

579. Plaintiffs and Class Members are entitled to recover their actual damages, punitive damages, and attorneys' fees pursuant to Conn. Gen. Stat. § 42-110g.

580. Plaintiffs and Connecticut Subclass Members also seek punitive damages against FCA because FCA's conduct evidences an extreme deviation from reasonable standards. Defendant's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON CONNECTICUT LAW)

581. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

582. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Connecticut State Subclass, against Defendant FCA.

583. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon the common law in each state.

584. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

585. FCA intentionally concealed that the Class Vehicles are defective.

586. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the

Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

587. Defendant knew about the defect in the Class Vehicles when these representations were made.

588. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

589. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect as alleged herein because Plaintiffs and Class Members relied on Defendant's material representations.

590. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

591. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

592. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

593. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

594. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known and/or accessible only to Defendant, because Defendant had exclusive knowledge as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

595. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

596. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

597. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

598. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect, and/or would have taken other affirmative steps in light of the information concealed from them. Plaintiffs' and Class Members' actions were justified.

Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

599. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

600. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

601. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

602. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class Members' rights and the representations that Defendant made to them, in order to enrich Defendant. Defendant's conduct warrants an assessment of punitive

damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (CONN. GEN. STAT. ANN. § 42A-2-314)

603. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

604. Plaintiffs bring this Count on behalf of the Connecticut Subclass Members against FCA.

605. FCA is a merchant with respect to motor vehicles within the meaning of the Conn. Gen. Stat. Ann. § 42a-2-104(1).

606. Under Conn. Gen. Stat. Ann. § 42a-2-314, a warranty that the Class Vehicles were in merchantable condition was implied by law in the transactions when Plaintiffs and Connecticut Subclass Members purchased or leased their Class Vehicles from FCA.

607. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

608. Plaintiffs and Connecticut Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

609. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and Connecticut Subclass Members have been damaged in an amount to be proven at trial.

COUNT IV

BREACH OF CONTRACT
(BASED ON CONNECTICUT LAW)

610. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

611. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Connecticut Subclass.

612. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

613. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

614. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

615. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

616. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT V

UNJUST ENRICHMENT

617. Plaintiffs incorporate all paragraphs as though fully set forth herein.

618. Plaintiffs bring this Count on behalf of the Connecticut Subclass Members against FCA.

619. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and Connecticut Subclass Members.

620. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and Connecticut Subclass Members.

621. FCA enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs and Connecticut Subclass Members, who paid a higher price for their vehicles that actually had lower values.

622. FCA has received and retained unjust benefits from the Plaintiffs and Connecticut Subclass Members, and inequity has resulted.

623. Thus, all Plaintiffs and Connecticut Subclass Members conferred a benefit on FCA.

624. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

625. Because FCA concealed its fraud and deception, Plaintiffs and Connecticut Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

626. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

627. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and Connecticut Subclass Members in an amount to be proven at trial. Plaintiffs and Connecticut Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

E. Claims brought on behalf of the Hawaii Subclass

COUNT I

UNFAIR AND DECEPTIVE ACTS IN VIOLATION OF HAWAII LAW (HAW. REV. STAT. ANN. § 480, *ET SEQ.*)

628. Plaintiffs (for purposes of all Hawaii Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

629. Plaintiffs bring this Count on behalf of the Hawaii Subclass Members against FCA.

630. Haw. Rev. Stat. Ann. § 480-2(a) prohibits "unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce."

631. FCA is a "person" under Haw. Rev. Stat. Ann. § 480-1.

632. Plaintiffs and Hawaii Subclass Members are "consumer[s]" as defined by Haw. Rev. Stat. Ann. § 480-1, who purchased or leased the Class Vehicles.

633. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud,

misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

634. In purchasing or leasing the Class Vehicles, Plaintiffs and the Hawaii Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

635. Plaintiffs and Hawaii Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the Hawaii Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

636. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

637. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to, and did in fact, deceive reasonable consumers.

638. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Hawaii Subclass Members.

639. Defendant knew or should have known that its conduct violated the Hawaii law regarding unfair or deceptive acts in trade or commerce.

640. Defendant owed Plaintiffs and Hawaii Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Hawaii Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Hawaii Subclass Members that contradicted these representations.

641. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Hawaii Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and Hawaii Subclass Members that the EGR coolers were defective, that the Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to

Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Plaintiffs and Hawaii Subclass Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Hawaii Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Hawaii Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Hawaii Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

642. Defendant's conduct proximately caused injuries to Plaintiffs and the Hawaii Subclass Members.

643. Plaintiffs and the Hawaii Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the Subclass Members 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 Defendant's misrepresentations and omissions.

644. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

645. Pursuant to Haw. Rev. Stat. Ann. § 480-13, Plaintiffs and Hawaii Subclass Members seek monetary relief against FCA measured as the greater of (a) $1,000 and (b) threefold actual damages in an amount to be determined at trial.

646. Pursuant to Haw. Rev. Stat. Ann. § 480-13.5, Plaintiffs and Hawaii Subclass Members seek an additional award against FCA of up to $10,000 for each violation directed at a Hawaii elder. FCA knew or should have known that its conduct was directed to one or more Plaintiffs who are elders. FCA's conduct caused one or more of these elders to suffer a substantial loss of property set aside for retirement or for personal or family care and maintenance, or assets essential to the health or welfare of the elder. Plaintiffs who are elders are substantially more vulnerable to FCA's conduct because of age, poor health or infirmity, impaired understanding, restricted mobility, or disability, and each of them suffered a

substantial physical, emotional, or economic damage resulting from FCA's conduct.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (HAW. REV. STAT. ANN. § 490:2-314)

647. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

648. Plaintiffs bring this Count on behalf of the Hawaii Subclass Members against FCA.

649. FCA was a merchant with respect to motor vehicles within the meaning of the Haw. Rev. Stat. Ann. § 490:2-104(1).

650. Under Haw. Rev. Stat. Ann. § 490:2-314, a warranty that the Class Vehicles are in merchantable condition was implied by law in the transactions when Plaintiffs and Hawaii Subclass Members purchased or leased their Class Vehicles from FCA.

651. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

652. Plaintiffs and Hawaii Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

653. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and Hawaii Subclass Members have been damaged in an amount to be proven at trial.

COUNT III

FRAUDULENT CONCEALMENT (BASED ON HAWAII LAW)

654. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

655. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Hawaii State Subclass, against Defendant FCA.

656. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon the common law in each state.

657. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

658. FCA intentionally concealed that the Class Vehicles are defective.

659. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

660. Defendant knew about the defect in the Class Vehicles when these representations were made.

661. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

662. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

663. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant

touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

664. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

665. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

666. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

667. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known

and/or accessible only to Defendant, because Defendant had exclusive knowledge as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

668. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

669. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

670. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

671. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect,

and/or would have taken other affirmative steps in light of the information concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

672. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

673. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

674. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

675. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and

Class Members' rights and the representations that Defendant made to them, in order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT IV

BREACH OF CONTRACT
(BASED ON HAWAII LAW)

676. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

677. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Hawaii Subclass.

678. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

679. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

680. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have

purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and Class Members overpaid for their Trucks and did not receive the benefit of the bargain.

681. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

682. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

F. Claims brought on behalf of the Idaho Subclass

COUNT I

VIOLATIONS OF THE IDAHO CONSUMER PROTECTION ACT (IDAHO CIV. CODE § 48-601 *ET SEQ.*)

683. Plaintiffs (for purposes of all Idaho Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

684. Plaintiffs bring this Count on behalf of the Idaho Subclass Members against FCA.

685. FCA is a "person" under the Idaho Consumer Protection Act ("Idaho CPA"). Idaho Civ. Code § 48-602(1).

686. FCA's acts or practices as set forth above and herein occurred in the conduct of "trade" or "commerce" under Idaho Civ. Code § 48-602(2).

687. Idaho Civ. Code § 48-603 prohibits deceptive business practices including but not limited to: (1) representing that the Class Vehicles have characteristics, uses, and benefits which they do not have; (2) representing that the Class Vehicles are of a particular standard, quality, and grade when they are not; (3) advertising the Class Vehicles with the intent not to sell them as advertised; (4) engaging in acts or practices which are otherwise misleading, false, or deceptive to the consumer; and (5) engaging in any unconscionable method, act, or practice in the conduct of trade or commerce.

688. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

689. In purchasing or leasing the Class Vehicles, Plaintiffs and the Idaho Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

690. Plaintiffs and Idaho Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the Idaho Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class

Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

691. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

692. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to, and did in fact, deceive reasonable consumers.

693. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Idaho Subclass Members.

694. Defendant knew or should have known that its conduct violated the Idaho law regarding unfair or deceptive acts in trade or commerce.

695. Defendant owed Plaintiffs and Idaho Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Idaho Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Idaho Subclass Members that contradicted these representations.

696. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Idaho Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and Idaho Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Idaho Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Idaho Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Idaho Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

697. Defendant's conduct proximately caused injuries to Plaintiffs and the Idaho Subclass Members.

698. Plaintiffs and the Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the Idaho Subclass Members 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 Defendant's misrepresentations and omissions.

699. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

700. Plaintiffs and Idaho Subclass Members seek the greater of $1,000 or actual ascertainable damages, including out-of-pocket and/or benefit of the bargain, attorneys' fees, and any other just and proper relief available under the Idaho CPA.

701. Under Idaho Civ. Code § 48-608(2) Plaintiffs seek an additional award against FCA of up to $15,000, or treble damages, whichever is greater, for each Idaho Subclass Member who qualifies as a "senior citizen" or "disabled

person" under the Idaho CPA. FCA knew or should have known that its conduct was directed to one or more Idaho Subclass Members who are senior citizens or disabled persons. FCA's conduct caused one or more of these senior citizens or disabled persons to suffer a substantial loss of property set aside for retirement or for personal or family care and maintenance, or assets essential to the health or welfare of the senior citizen or disabled person. One or more Idaho Subclass Members who are senior citizens or disabled persons are substantially more vulnerable to FCA's conduct because of age, poor health or infirmity, impaired understanding, restricted mobility, or disability, and each of them suffered substantial physical, emotional, or economic damage resulting from FCA conduct.

702. Plaintiffs and Idaho Subclass Members also seek punitive damages against FCA because FCA's conduct evidences an extreme deviation from reasonable standards. Defendant's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON IDAHO LAW)

703. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

704. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Idaho State Subclass, against Defendant FCA.

705. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon the common law in each state.

706. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

707. FCA intentionally concealed that the Class Vehicles are defective.

708. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

709. Defendant knew about the defect in the Class Vehicles when these representations were made.

710. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

711. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

712. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

713. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

714. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts

about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

715. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

716. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known and/or accessible only to Defendant, because Defendant had exclusive knowledge as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

717. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

718. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were

material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

719. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

720. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect, and/or would have taken other affirmative steps in light of the information concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

721. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

722. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

723. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

724. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class Members' rights and the representations that Defendant made to them, in order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (IDAHO CODE ANN § 28-2-314)

725. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

726. Plaintiffs bring this Count on behalf of the Idaho Subclass Members against FCA.

727. FCA is a merchant with respect to motor vehicles within the meaning of the Idaho Code Ann § 28-2-104.

728. Under Idaho Code Ann § 28-2-314, a warranty that the Class Vehicles were in merchantable condition was implied by law in the transactions when Plaintiffs and Idaho Subclass Members purchased or leased their Class Vehicles from FCA.

729. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

730. Plaintiffs and Idaho Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

731. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and Idaho Subclass Members have been damaged in an amount to be proven at trial.

COUNT IV

BREACH OF CONTRACT (BASED ON IDAHO LAW)

732. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

733. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Idaho Subclass.

734. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

735. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

736. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have

purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

737. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

738. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT IV

UNJUST ENRICHMENT

739. Plaintiffs incorporate all paragraphs as though fully set forth herein.

740. Plaintiffs bring this Count on behalf of the Idaho Subclass Members against FCA.

741. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and Idaho Subclass Members.

742. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and Idaho Subclass Members.

743. FCA enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs and Idaho Subclass Members, who paid a higher price for their vehicles that actually had lower values.

744. FCA has received and retained unjust benefits from the Plaintiffs and Idaho Subclass Members, and inequity has resulted.

745. Thus, all Plaintiffs and Idaho Subclass Members conferred a benefit on FCA.

746. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

747. Because FCA concealed its fraud and deception, Plaintiffs and Idaho Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

748. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

749. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and Idaho Subclass Members in an amount to be proven at trial. Plaintiffs and Idaho Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

G. Claims brought on behalf of the Illinois Subclass

COUNT I

VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT (815 ILCS 505/1 *ET SEQ.* AND 720 ILCS 295/1A)

750. Plaintiffs (for purposes of all Illinois Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

751. Plaintiffs bring this Count on behalf of the Illinois Subclass Members against FCA.

752. Defendant is a "person" as that term is defined in 815 ILCS 505/1 (c).

753. Plaintiffs and the Illinois Subclass Members are "consumers" as that term is defined in 815 ILCS 505/1 (e).

754. The Illinois Consumer Fraud and Deceptive Business Practices Act ("Illinois CFA") prohibits "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 the 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 trade or commerce...whether any person has in fact been misled, deceived or damaged thereby." 815 ILCS 505/2.

755. FCA's acts or practices as set forth above and herein occurred in the conduct of "trade" or "commerce" under 815 ILCS 505/2.

756. The Illinois CFA prohibits deceptive business practices including but not limited to: (1) representing that the Class Vehicles have characteristics, uses, and benefits which they do not have; (2) representing that the Class Vehicles are of a particular standard, quality, and grade when they are not; (3) advertising the Class Vehicles with the intent not to sell them as advertised; (4) engaging in acts or practices which are otherwise misleading, false, or deceptive to the consumer; and (5) engaging in any unconscionable method, act, or practice in the conduct of trade or commerce.

757. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer

would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

758. In purchasing or leasing the Class Vehicles, Plaintiffs and the Illinois Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

759. Plaintiffs and Illinois Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the Illinois Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

760. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

761. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to, and did in fact, deceive reasonable consumers.

762. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Illinois Subclass Members.

763. Defendant knew or should have known that its conduct violated the Illinois law regarding unfair or deceptive acts in trade or commerce.

764. Defendant owed Plaintiffs and Illinois Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Illinois Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Illinois Subclass Members that contradicted these representations.

765. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Illinois Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs

and Illinois Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Illinois Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Illinois Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Illinois Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

766. Defendant's conduct proximately caused injuries to Plaintiffs and the Illinois Subclass Members.

767. Plaintiffs and the Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of

Defendant's conduct, Plaintiffs and the Illinois Subclass Members 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 Defendant's misrepresentations and omissions.

768. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

769. Pursuant to 815 ILCS 505/10a(a), Plaintiffs and Illinois Subclass Members seek monetary relief against Defendant in the amount of actual damages in an amount to be determined at trial including out-of-pocket and/or benefit of the bargain, attorneys' fees, and any other just and proper relief available under the Illinois CFA.

770. Plaintiffs and Illinois Subclass Members also seek punitive damages against FCA because FCA's conduct evidences an extreme deviation from reasonable standards. Defendant's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON ILLINOIS LAW)

771. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

772. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Illinois State Subclass, against Defendant FCA.

773. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon the common law in each state.

774. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

775. FCA intentionally concealed that the Class Vehicles are defective.

776. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to

Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

777. Defendant knew about the defect in the Class Vehicles when these representations were made.

778. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

779. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

780. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

781. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

782. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were

false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

783. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

784. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known and/or accessible only to Defendant, because Defendant had exclusive knowledge as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

785. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

786. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

787. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

788. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect, and/or would have taken other affirmative steps in light of the information concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

789. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the

EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

790. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

791. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

792. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class Members' rights and the representations that Defendant made to them, in order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (810 ILCS 5/2-314)

793. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

794. Plaintiffs bring this Count on behalf of the Illinois Subclass Members against FCA.

795. FCA was a merchant with respect to motor vehicles within the meaning of the 810 ILCS 5/2-314.

796. Under 810 ILCS 5/2-314, a warranty that the Class Vehicles were in merchantable condition was implied by law in the transactions when Plaintiffs and Illinois Subclass Members purchased or leased their Class Vehicles from FCA.

797. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

798. Plaintiffs and Illinois Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

799. Plaintiffs and the Illinois Subclass members have provided FCA with reasonable notice and opportunity to cure its breach of the implied warranty of merchantability by way of the numerous NHTSA complaints filed against them, and a notice letter sent to FCA US LLC by the Illinois Subclass members within a reasonable amount of time after the EGR cooler defect became public. A notice letter was sent on January 7, 2021.

800. Alternatively, any opportunity to cure the breach is unnecessary and futile.

801. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and Illinois Subclass Members have been damaged in an amount to be proven at trial.

COUNT IV

BREACH OF CONTRACT
(BASED ON ILLINOIS LAW)

802. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

803. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Illinois Subclass.

804. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

805. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

806. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

807. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

808. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT V

UNJUST ENRICHMENT

809. Plaintiffs incorporate all paragraphs as though fully set forth herein.

810. Plaintiffs bring this Count on behalf of the Illinois Subclass Members against FCA.

811. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and Illinois Subclass Members.

812. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and Illinois Subclass Members.

813. FCA enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs and Illinois Subclass Members, who paid a higher price for their vehicles that actually had lower values.

814. FCA has received and retained unjust benefits from the Plaintiffs and Illinois Subclass Members, and inequity has resulted.

815. Thus, all Plaintiffs and Illinois Subclass Members conferred a benefit on FCA.

816. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

817. Because FCA concealed its fraud and deception, Plaintiffs and Illinois Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

818. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

819. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and Illinois Subclass Members in an amount to be proven at trial. Plaintiffs and Illinois Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

H. Claims brought on behalf of the Iowa Subclass

COUNT I

VIOLATION OF THE PRIVATE RIGHT OF ACTION FOR CONSUMER FRAUDS ACT (IOWA CODE §§ 714H.1, *ET SEQ.*)

820. Plaintiffs (for purposes of all Iowa Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

821. Plaintiffs bring this action individually and on behalf of the Iowa Subclass against FCA.

822. FCA, Plaintiffs, and the Iowa Subclass members are "persons" within the meaning of Iowa Code § 714H.2(7).

823. Plaintiffs and the Iowa Subclass members are "consumers" within the meaning of Iowa Code § 714H.2(3).

824. The Iowa Private Right of Action for Consumer Frauds Act ("Iowa CFA") prohibits any "practice or act the person knows or reasonably should know is an unfair practice, deception, fraud, false pretense, or false promise, or the misrepresentation, concealment, suppression, or omission of a material fact, with the intent that others rely upon the unfair practice, deception, fraud, false pretense, false promise, misrepresentation, concealment, suppression, or omission in connection with the advertisement, sale, or lease of consumer merchandise." Iowa Code § 714H.3.

825. FCA, through its agents, employees, and/or subsidiaries, violated the Iowa CFA.

826. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

827. In purchasing or leasing the Class Vehicles, Plaintiffs and the Iowa Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

828. Plaintiffs and Iowa Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and

the Iowa Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

829. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

830. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to, and did in fact, deceive reasonable consumers.

831. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Iowa Subclass Members.

832. Defendant knew or should have known that its conduct violated the Iowa law regarding unfair or deceptive acts in trade or commerce.

833. Defendant owed Plaintiffs and Iowa Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Iowa Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Iowa Subclass Members that contradicted these representations.

834. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Iowa Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and Iowa Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Iowa Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Iowa Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Iowa Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before

catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

835. Defendant's conduct proximately caused injuries to Plaintiffs and the Iowa Subclass Members.

836. Plaintiffs and the Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the Iowa Subclass Members 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 Defendant's misrepresentations and omissions.

837. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

838. On December 8, 2020, Plaintiffs submitted a draft of this cause of action to the Iowa Attorney General for approval in accordance with the Iowa CFA. Plaintiffs received approval from the Office of the Iowa Attorney General in an email dated December 9, 2020.

839. Pursuant to Iowa Code § 714H.5, Plaintiffs and the Iowa Subclass members seek an order enjoining FCA's unfair or deceptive acts or practices and awarding damages and any other just and proper relief available under the Iowa CFA.

840. Plaintiffs and Iowa Subclass Members also seek punitive damages against FCA because FCA's conduct evidences an extreme deviation from reasonable standards. Defendant's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON IOWA LAW)

841. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

842. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Iowa State Subclass, against Defendant FCA.

843. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon common law in each state.

844. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

845. FCA intentionally concealed that the Class Vehicles are defective.

846. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

847. Defendant knew about the defect in the Class Vehicles when these representations were made.

848. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

849. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

850. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as

well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

851. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

852. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

853. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

854. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known and/or accessible only to Defendant, because Defendant had exclusive knowledge

as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

855. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

856. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

857. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

858. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect, and/or would have taken other affirmative steps in light of the information

concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

859. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

860. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

861. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

862. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class Members' rights and the representations that Defendant made to them in

order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

BREACH OF IMPLIED WARRANTY (IOWA CODE §§ 554.2314, 554.2315, 554.13212, AND 554.13213)

863. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

864. Plaintiffs bring this Count on behalf of the Iowa Subclass Members against FCA.

865. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which such goods are used is implied by law pursuant to Iowa Code §§ 554.2314, 554.2315, 554.13212, and 554.13213.

866. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

867. Plaintiffs and Iowa Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty

containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

868. Plaintiffs and the Iowa Subclass members who purchased or leased the Class Vehicles in Iowa are "buyers" within the meaning of Iowa Code § 554.2103(1)(a), and "lessees" within the meaning of Iowa Code § 554.13103(1)(n).

869. FCA is and was at all relevant times a "merchant" with respect to motor vehicles under Iowa Code §§ 554.2104(1) and 554.13103(3), and a "seller" of motor vehicles under § 554.2103(1)(d).

870. With respect to leases, FCA is and was at all relevant times a "lessor" of motor vehicles under Iowa Code § 554.13103(1)(p).

871. The Class Vehicles were at all relevant times "goods" within the meaning of Iowa Code §§ 554.2105(1) and 554.13103(1)(h).

872. Plaintiffs and the Iowa Subclass members have provided FCA with reasonable notice and opportunity to cure its breach of the implied warranty of merchantability by way of the numerous NHTSA complaints filed against them, and a notice letter sent to FCA US LLC by the Iowa Subclass members within a

reasonable amount of time after the EGR cooler defect became public. A notice letter was sent on January 7, 2021.

873. Alternatively, any opportunity to cure the breach is unnecessary and futile.

874. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and the Iowa Subclass have been damaged in an amount to be proven at trial.

COUNT VI

BREACH OF CONTRACT (BASED ON IOWA LAW)

875. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

876. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Iowa Subclass.

877. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

878. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and

performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

879. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

880. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

881. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT V

UNJUST ENRICHMENT

882. Plaintiffs incorporate all paragraphs as though fully set forth herein.

883. Plaintiffs bring this Count on behalf of the Iowa Subclass Members against FCA.

884. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and Iowa Subclass Members.

885. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and Iowa Subclass Members.

886. FCA enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs and Iowa Subclass Members, who paid a higher price for their vehicles that actually had lower values.

887. FCA has received and retained unjust benefits from the Plaintiffs and Iowa Subclass Members, and inequity has resulted.

888. Thus, all Plaintiffs and Iowa Subclass Members conferred a benefit on FCA.

889. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

890. Because FCA concealed its fraud and deception, Plaintiffs and Iowa Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

891. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

892. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and Iowa Subclass Members in an amount to be proven at trial. Plaintiffs and Iowa Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

I. Claims brought on behalf of the Kansas Subclass

COUNT I

VIOLATIONS OF THE KANSAS CONSUMER PROTECTION ACT (KAN. STAT. ANN. § 50-623 *ET SEQ.*)

893. Plaintiffs (for purposes of all Kansas Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

894. Plaintiffs bring this Count on behalf of the Kansas Subclass Members against FCA.

895. FCA is a "supplier" under the Kansas Consumer Protection Act ("Kansas CPA"). Kan. Stat. Ann. § 50-624(1).

896. Plaintiffs and Kansas Subclass Members are "consumers," within the meaning of Kan. Stat. Ann. § 50-624(b), who purchased or leased one or more Class Vehicles.

897. The sale or lease of the Class Vehicles to the Kansas Class Members was a "consumer transaction" within the meaning of Kan. Stat. Ann. § 50-624(c).

898. The Kansas CPA states that "[n]o supplier shall engage in any deceptive act or practice in connection with a consumer transaction," Kan. Stat. Ann.§ 50-626(a), and that deceptive acts or practices include: (1) knowingly making representations or with reason to know that "(A) [p]roperty or services have sponsorship, approval, accessories, characteristics, ingredients, uses, benefits, or quantities that they do not have," and "(D) property or services are of a particular standard, quality, grade, style, or model, if they are of another which differs materiality from the representation"; "(2) the willful use, in any oral or written representation, of exaggeration, falsehood, innuendo or ambiguity as to a material fact"; and "(3) the willful failure to state a material fact, or the willful concealment, suppression, or omission of a material fact." The Kansas CPA also provides that "[n]o supplier shall engage in any unconscionable act or practice in connection with a consumer transaction." Kan. Stat. Ann. § 50-627(a).

899. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of Class Vehicles.

900. In purchasing or leasing the Class Vehicles, Plaintiffs and the Kansas Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

901. Plaintiffs and Kansas Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the Kansas Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the

Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

902. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

903. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to, and did in fact, deceive reasonable consumers.

904. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Kansas Subclass Members.

905. Defendant knew or should have known that its conduct violated the Kansas law regarding unfair or deceptive acts in trade or commerce.

906. Defendant owed Plaintiffs and Kansas Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Kansas Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Kansas Subclass Members that contradicted these representations.

907. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Kansas Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and Kansas Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Kansas Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Kansas Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Kansas Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

908. Defendant's conduct proximately caused injuries to Plaintiffs and the Kansas Subclass Members.

909. Plaintiffs and the Kansas Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the Kansas Subclass Members 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 Defendant's misrepresentations and omissions.

910. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

911. Pursuant to Kan. Stat. Ann. § 50-634, Plaintiffs and Kansas Subclass Members seek monetary relief against Defendant measured as the greater of (a) actual damages in an amount to be determined at trial and (b) statutory damages in the amount of $10,000 for Plaintiffs and each Kansas Subclass Member. FCA's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

912. Plaintiffs and Kansas Subclass Members also seek an order enjoining FCA's unfair, unlawful, and/or deceptive practices, declaratory relief, attorneys' fees, and any other just and proper relief available under the Kansas CPA.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON KANSAS LAW)

913. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

914. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Kansas State Subclass, against Defendant FCA.

915. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon the common law in each state.

916. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

917. FCA intentionally concealed that the Class Vehicles are defective.

918. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles

were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

919. Defendant knew about the defect in the Class Vehicles when these representations were made.

920. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

921. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

922. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

923. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

924. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

925. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

926. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known and/or accessible only to Defendant, because Defendant had exclusive knowledge as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

927. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental

system defect that would affect the safety, quality, and reliability of the Class Vehicles.

928. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

929. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

930. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect, and/or would have taken other affirmative steps in light of the information concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

931. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are

diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

932. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

933. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

934. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class Members' rights and the representations that Defendant made to them, in order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (KAN. STAT. ANN. § 84-2-314)

935. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

936. Plaintiffs bring this Count on behalf of the Kansas Subclass Members against FCA.

937. FCA was a merchant with respect to motor vehicles within the meaning of the Kan. Stat. Ann. § 84-2-314.

938. Under Kan. Stat. Ann. § 84-2-314, a warranty that the Class Vehicles were in merchantable condition was implied by law in the transactions when Plaintiffs and Kansas Subclass Members purchased or leased their Class Vehicles from FCA.

939. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

940. Plaintiffs and Kansas Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty

containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

941. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and Kansas Subclass Members have been damaged in an amount to be proven at trial.

COUNT IV

BREACH OF CONTRACT (BASED ON KANSAS LAW)

942. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

943. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Kansas Subclass.

944. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

945. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and

performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

946. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and Class Members overpaid for their Trucks and did not receive the benefit of the bargain.

947. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

948. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

J. Claims brought on behalf of the Maine Subclass

COUNT I

VIOLATIONS OF THE MAINE UNFAIR TRADE PRACTICES ACT (ME. REV. STAT. ANN. TIT. 5, § 205-A *ET SEQ.*)

949. Plaintiffs (for purposes of all Maine Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

950. Plaintiffs bring this Count on behalf of the Maine Subclass Members against FCA.

951. Defendant, Plaintiffs, and the Maine Subclass Members are each "persons" as defined under the Maine Unfair Trade Practices Act ("Maine UTPA"). Me. Rev. Stat. Ann. Title 5, § 206(2).

952. The Maine UTPA makes unlawful "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." Me. Rev. Stat. Ann. Title 5, § 207.

953. FCA's acts or practices as set forth above and herein occurred in the conduct of "trade" or "commerce" under Me. Rev. Stat. Ann. Title 5, § 206(3).

954. The Maine UTPA prohibits deceptive business practices including but not limited to: (1) representing that the Class Vehicles have characteristics, uses, and benefits which they do not have; (2) representing that the Class Vehicles are of a particular standard, quality, and grade when they are not; (3) advertising the

Class Vehicles with the intent not to sell them as advertised; (4) engaging in acts or practices which are otherwise misleading, false, or deceptive to the consumer; and (5) engaging in any unconscionable method, act, or practice in the conduct of trade or commerce.

955. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

956. In purchasing or leasing the Class Vehicles, Plaintiffs and the Maine Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

957. Plaintiffs and Maine Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that

Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the Maine Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

958. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

959. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to, and did in fact, deceive reasonable consumers.

960. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Maine Subclass Members.

961. Defendant knew or should have known that its conduct violated the Maine law regarding unfair or deceptive acts in trade or commerce.

962. Defendant owed Plaintiffs and Maine Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Maine Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Maine Subclass Members that contradicted these representations.

963. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Maine Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and Maine Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Maine Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Maine Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Maine Subclass Members that they were purchasing or leasing vehicles that were free

from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

964. Defendant's conduct proximately caused injuries to Plaintiffs and the Maine Subclass Members.

965. Plaintiffs and the Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the Maine Subclass Members 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 Defendant's misrepresentations and omissions.

966. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

967. Pursuant to Me. Rev. Stat. Ann. tit. 5, § 213(2), Plaintiffs and Maine Subclass Members seek costs, attorneys' fees, and any other just and proper relief under applicable law.

968. On December 1, 2020, in accordance with Me. Rev. Stat. Ann. Title 5, § 213(1-A), Plaintiffs' counsel, on behalf of Plaintiffs and Maine Subclass Members, sent a letter to FCA with notice of their allegations regarding FCA's violations of the Maine UTPA relating to the Class Vehicles and Plaintiffs' demand that FCA correct or agree to correct the actions described therein. Plaintiffs therefore seek compensatory and monetary damages to which Plaintiffs and Maine Subclass Members are entitled.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON MAINE LAW)

969. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

970. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Maine State Subclass, against Defendant FCA.

971. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon the common law in each state.

972. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

973. FCA intentionally concealed that the Class Vehicles are defective.

974. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

975. Defendant knew about the defect in the Class Vehicles when these representations were made.

976. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

977. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

978. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as

well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

979. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

980. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

981. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

982. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known and/or accessible only to Defendant, because Defendant had exclusive knowledge

as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

983. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

984. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

985. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

986. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect, and/or would have taken other affirmative steps in light of the information

concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

987. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

988. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

989. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

990. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class Members' rights and the representations that Defendant made to them, in

order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (ME. REV. STAT. ANN. TITLE 11, § 2-314)

991. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

992. Plaintiffs bring this Count on behalf of the Maine Subclass Members against FCA.

993. FCA was a merchant with respect to motor vehicles within the meaning of the Me. Rev. Stat. Ann. Title 11, § 2-314.

994. Under Me. Rev. Stat. Ann. Title 11, § 2-314, a warranty that the Class Vehicles were in merchantable condition was implied by law in the transactions when Plaintiffs and Maine Subclass Members purchased or leased their Class Vehicles from FCA.

995. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a

condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

996. Plaintiffs and Maine Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

997. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and Maine Subclass Members have been damaged in an amount to be proven at trial.

COUNT IV

BREACH OF CONTRACT (BASED ON MAINE LAW)

998. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

999. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Maine Subclass.

1000. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1001. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

1002. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

1003. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

1004. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT V

UNJUST ENRICHMENT

1005. Plaintiffs incorporate all paragraphs as though fully set forth herein.

1006. Plaintiffs bring this Count on behalf of the Maine Subclass Members against FCA.

1007. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and Maine Subclass Members.

1008. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and Maine Subclass Members.

1009. FCA enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs and Maine Subclass Members, who paid a higher price for their vehicles that actually had lower values.

1010. FCA has received and retained unjust benefits from the Plaintiffs and Maine Subclass Members, and inequity has resulted.

1011. Thus, all Plaintiffs and Maine Subclass Members conferred a benefit on FCA.

1012. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

1013. Because FCA concealed its fraud and deception, Plaintiffs and Maine Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

1014. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

1015. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and Maine Subclass Members in an amount to be proven at trial. Plaintiffs and Maine Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

K. Claims brought on behalf of the Maryland Subclass

COUNT I

VIOLATION OF THE MARYLAND CONSUMER PROTECTION ACT (MD. CODE COM. LAW §§ 13-101, *ET SEQ.*)

1016. Plaintiffs (for purposes of all Maryland Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

1017. Plaintiffs bring this Count on behalf of the Maryland Subclass Members against FCA.

1018. Plaintiffs, Maryland Subclass members, and FCA are "persons" within the meaning of Md. Code Com. Law § 13-101(h).

1019. Plaintiffs, and the Maryland Subclass members, are "consumers" within the meaning of Md. Code Com. Law § 13-101(c).

1020. The Class Vehicles and the defective EGR coolers installed in them are "merchandise" within the meaning of Md. Code Com. Law § 13-101(f).

1021. The Maryland Consumer Protection Act ("Maryland CPA") prohibits "[u]nfair, abusive, or deceptive trade practices[.]" Md. Code Com. Law § 13-301.

1022. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer

would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

1023. Specifically, by misrepresenting the Class Vehicles and/or the defective EGR coolers installed in them as safe and/or free from defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class Vehicles and/or the EGR cooler defect, FCA engaged in one or more of the following unfair or deceptive business practices prohibited by Md. Code Com. Law § 13-303:

a. Representing that the Class Vehicles and/or the defective EGR coolers installed in them have characteristics, uses, benefits, and qualities which they do not have;

b. Representing that the Class Vehicles and/or the defective EGR coolers installed in them are of a particular standard, quality, and grade when they are not;

c. Failure to state material facts about the Class Vehicles and/or defective EGR coolers;

d. Advertising the Class Vehicles and/or the defective EGR coolers installed in them with the intent not to sell or lease them as advertised; and

e. Otherwise engaging in deception, fraud, false pretense, false premise, misrepresentation, or knowing concealment, suppression, or omission of material facts regarding the safety of the Class Vehicles and/or defective EGR coolers.

Md. Code Com. Law § 13-301(1), (2)(i), (2)(iv), (3), (5)(i), and (9)(i).

1024. In purchasing or leasing the Class Vehicles, Plaintiffs and the Maryland Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

1025. Plaintiffs and Maryland Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the Maryland Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

1026. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

1027. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to, and did in fact, deceive reasonable consumers.

1028. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Maryland Subclass Members.

1029. Defendant knew or should have known that its conduct violated the Maryland law regarding unfair or deceptive acts in trade or commerce.

1030. Defendant owed Plaintiffs and Maryland Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Maryland Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Maryland Subclass Members that contradicted these representations.

1031. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Maryland Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and Maryland Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to

Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Maryland Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Maryland Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Maryland Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

1032. Defendant's conduct proximately caused injuries to Plaintiffs and the Maryland Subclass Members.

1033. Plaintiffs and the Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the Maryland Subclass Members 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 Defendant's misrepresentations and omissions.

1034. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

1035. Pursuant to Md. Code Com. Law § 13-408, Plaintiffs and the Maryland Subclass members seek an order enjoining FCA's unfair or deceptive acts or practices and awarding damages and any other just and proper relief available under the Maryland CPA.

1036. Plaintiffs and Maryland Subclass Members also seek punitive damages against FCA because FCA's conduct evidences an extreme deviation from reasonable standards. Defendant's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON MARYLAND LAW)

1037. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1038. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Maryland State Subclass, against Defendant FCA.

1039. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon common law in each state.

1040. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1041. FCA intentionally concealed that the Class Vehicles are defective.

1042. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

1043. Defendant knew about the defect in the Class Vehicles when these representations were made.

1044. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

1045. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

1046. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

1047. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

1048. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts

about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

1049. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

1050. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known and/or accessible only to Defendant, because Defendant had exclusive knowledge as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

1051. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

1052. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were

material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

1053. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

1054. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect, and/or would have taken other affirmative steps in light of the information concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

1055. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

1056. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

1057. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

1058. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class Members' rights and the representations that Defendant made to them in order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (MD. CODE COM. LAW §§ 2-314 AND 2A-212)

1059. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

1060. Plaintiffs bring this Count on behalf of the Maryland Subclass Members against FCA.

1061. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which such goods are used is implied by law pursuant to Md. Code Com. Law §§ 2-314 and 2A-212.

1062. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

1063. FCA knew at the time of the sale of the Class Vehicles that the EGR coolers were defective, and that Plaintiffs and Maryland Subclass Members intended to use the Class Vehicles in a manner requiring a particular standard of performance and durability, and the Plaintiffs and Maryland Subclass Members were relying on FCA's skill and judgment to furnish suitable products for this particular purpose.

1064. Plaintiffs and Maryland Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under

Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

1065. FCA is and was at all relevant times a "merchant" with respect to motor vehicles under Md. Code Com. Law §§ 2-104(1) and 2A-103(3), and a "seller" of motor vehicles under § 2-103(1)(d).

1066. With respect to leases, FCA is and was at all relevant times a "lessor" of motor vehicles under Md. Code. Com. Law § 2A-103(1)(p).

1067. All Maryland Subclass members who purchased Class Vehicles in Maryland are "buyers" within the meaning of Md. Code. Com. Law § 2-103(1)(a).

1068. All Maryland Subclass members who leased Class Vehicles in Maryland are "lessees" within the meaning of Md. Code. Com. Law § 2A-103(1)(n).

1069. The Class Vehicles are and were at all relevant times "goods" within the meaning of Md. Code. Com. Law §§ 2-105(1) and 2A-103(1)(h).

1070. Plaintiffs and the Maryland Subclass members have provided FCA with reasonable notice and opportunity to cure its breach of the implied warranty of merchantability by way of the numerous NHTSA complaints filed against them, and notice letters sent to FCA US LLC by the Maryland Subclass members within

a reasonable amount of time after the EGR cooler defect became public. Notice letters were sent on October 28, 2020, and January 7, 2021.

1071. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1072. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and the Maryland Subclass members have been damaged in an amount to be proven at trial.

COUNT IV

BREACH OF CONTRACT (BASED ON MARYLAND LAW)

1073. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1074. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Maryland Subclass.

1075. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1076. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and

performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

1077. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

1078. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

1079. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT V

UNJUST ENRICHMENT

1080. Plaintiffs incorporate all paragraphs as though fully set forth herein.

1081. Plaintiffs bring this Count on behalf of the Maryland Subclass Members against FCA.

1082. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and Maryland Subclass Members.

1083. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and Maryland Subclass Members.

1084. FCA enjoyed the benefit of increased financial gains to the detriment of Plaintiffs and Maryland Subclass Members, who paid a higher price for their vehicles that actually had lower values.

1085. FCA has received and retained unjust benefits from the Plaintiffs and Maryland Subclass Members, and inequity has resulted.

1086. Thus, all Plaintiffs and Maryland Subclass Members conferred a benefit on FCA.

1087. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

1088. Because FCA concealed its fraud and deception, Plaintiffs and Maryland Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

1089. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

1090. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and Maryland Subclass Members in an amount to be proven at trial. Plaintiffs and Maryland Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

L. Claims brought on behalf of the Massachusetts Subclass

COUNT I

VIOLATIONS OF THE MASSACHUSETTS CONSUMER PROTECTION ACT (MASS. GEN. LAWS CH. 93A)

1091. Plaintiffs (for purposes of all Massachusetts Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

1092. Plaintiffs bring this Count on behalf of the Massachusetts Subclass Members against FCA.

1093. Defendant, Plaintiffs, and the Massachusetts Subclass Members are each "persons" as defined under the Massachusetts Consumer Protection Act ("Massachusetts CPA"). Mass. Gen. Laws ch. 93A, § 1(a).

1094. The Massachusetts Unfair Trade Practices Act ("Massachusetts UTPA") prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." Mass Gen. Laws ch. 93A, § 2(1).

1095. FCA's acts or practices as set forth above and herein occurred in the conduct of "trade" or "commerce" under Mass. Gen. Laws ch. 93A, § 1(b).

1096. The Massachusetts CPA § 93A prohibits deceptive business practices including but not limited to: (1) representing that the Class Vehicles have characteristics, uses, and benefits which they do not have; (2) representing that the Class Vehicles are of a particular standard, quality, and grade when they are not; (3) advertising the Class Vehicles with the intent not to sell them as advertised; (4) engaging in acts or practices which are otherwise misleading, false, or deceptive to the consumer; and (5) engaging in any unconscionable method, act, or practice in the conduct of trade or commerce.

1097. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the

vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

1098. In purchasing or leasing the Class Vehicles, Plaintiffs and the Massachusetts Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

1099. Plaintiffs and Massachusetts Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the Massachusetts Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

1100. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

1101. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to, and did in fact, deceive reasonable consumers.

1102. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Massachusetts Subclass Members.

1103. Defendant knew or should have known that its conduct violated the Massachusetts law regarding unfair or deceptive acts in trade or commerce.

1104. Defendant owed Plaintiffs and Massachusetts Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Massachusetts Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Massachusetts Subclass Members that contradicted these representations.

1105. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased

durability of the Class Vehicles, and Plaintiffs' and Massachusetts Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and Massachusetts Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Massachusetts Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Massachusetts Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Massachusetts Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

1106. Defendant's conduct proximately caused injuries to Plaintiffs and the Massachusetts Subclass Members.

1107. Plaintiffs and the Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the Massachusetts Subclass Members 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 Defendant's misrepresentations and omissions.

1108. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

1109. Pursuant to Mass. Gen. Laws ch. 93A, § 9, the Massachusetts Subclass Members are entitled to monetary relief from FCA 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 Massachusetts Subclass Member.

1110. Plaintiffs and Massachusetts Subclass Members also seek punitive damages against FCA because FCA's conduct evidences an extreme deviation from reasonable standards. Defendant's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages. Because FCA's conduct was

committed willfully and knowingly, Plaintiffs are entitled to recover up to three times actual damages, but no less than two times actual damages.

1111. In accordance with Mass. Gen. Laws ch. 93A, § 9(3), on December 1, 2020, Plaintiffs' counsel, on behalf of Plaintiffs and the Massachusetts Subclass Members, sent a letter to FCA providing notice of the allegations regarding FCA's violations of the Massachusetts CPA relating to the Class Vehicles and the Massachusetts Subclass Members' demand that FCA correct or agree to correct the actions described therein. Plaintiffs therefore seek compensatory and monetary damages to which Plaintiffs and Massachusetts Subclass Members are entitled.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON MASSACHUSETTS LAW)

1112. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1113. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Massachusetts State Subclass, against Defendant FCA.

1114. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon the common law in each state.

1115. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1116. FCA intentionally concealed that the Class Vehicles are defective.

1117. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

1118. Defendant knew about the defect in the Class Vehicles when these representations were made.

1119. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

1120. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

1121. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant

touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

1122. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

1123. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

1124. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

1125. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known

and/or accessible only to Defendant, because Defendant had exclusive knowledge as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

1126. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

1127. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

1128. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

1129. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect,

and/or would have taken other affirmative steps in light of the information concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

1130. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

1131. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

1132. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

1133. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and

Class Members' rights and the representations that Defendant made to them, in order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (MASS. GEN. LAWS CH. 106, § 2-314)

1134. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

1135. Plaintiffs bring this Count on behalf of the Massachusetts Subclass Members against FCA.

1136. FCA was a merchant with respect to motor vehicles within the meaning of the Mass. Gen. Laws ch. 106, § 2-314.

1137. Under Mass. Gen. Laws. ch. 106, § 2-314, a warranty that the Class Vehicles were in merchantable condition was implied by law in the transactions when Plaintiffs and Massachusetts Subclass Members purchased or leased their Class Vehicles from FCA.

1138. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a

condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

1139. Plaintiffs and Massachusetts Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

1140. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and Massachusetts Subclass Members have been damaged in an amount to be proven at trial.

COUNT IV

BREACH OF CONTRACT
(BASED ON MASSACHUSETTS LAW)

1141. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1142. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Massachusetts Subclass.

1143. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1144. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

1145. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

1146. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and

reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

1147. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT V

UNJUST ENRICHMENT

1148. Plaintiffs incorporate all paragraphs as though fully set forth herein.

1149. Plaintiffs bring this Count on behalf of the Massachusetts Subclass Members against FCA.

1150. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and Massachusetts Subclass Members.

1151. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and Massachusetts Subclass Members.

1152. FCA enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs and Massachusetts Subclass Members, who paid a higher price for their vehicles that actually had lower values.

1153. FCA has received and retained unjust benefits from the Plaintiffs and Massachusetts Subclass Members, and inequity has resulted.

1154. Thus, all Plaintiffs and Massachusetts Subclass Members conferred a benefit on FCA.

1155. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

1156. Because FCA concealed its fraud and deception, Plaintiffs and Massachusetts Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

1157. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

1158. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and Massachusetts Subclass Members in an amount to be proven at trial. Plaintiffs and Massachusetts Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

M. Claims brought on behalf of the Minnesota Subclass

COUNT I

VIOLATION OF THE MINNESOTA PREVENTION OF CONSUMER FRAUD ACT (MINN. STAT. §§ 325F.68, *ET SEQ.* AND MINN. STAT. § 8.31, SUBD. 3A)

1159. Plaintiffs (for purposes of all Minnesota Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

1160. Plaintiffs bring this Count on behalf of the Minnesota Subclass Members against FCA.

1161. FCA, Plaintiffs, and the Minnesota Subclass members are "persons" within the meaning of Minn. Stat. § 325F.68(3).

1162. The Class Vehicles are "merchandise" within the meaning of Minn. Stat. § 325F.68(2).

1163. The Minnesota Prevention of Consumer Fraud Act ("Minnesota CFA") prohibits "act, use, or employment by any person of any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged[.]" Minn. Stat. § 325F.69(1).

1164. FCA, through its agents, employees, and/or subsidiaries, engaged in an unfair or deceptive business practice prohibited by Minn. Stat. § 325F.69

1165. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

1166. In purchasing or leasing the Class Vehicles, Plaintiffs and the Minnesota Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

1167. Plaintiffs and Minnesota Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the Minnesota Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the

Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

1168. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

1169. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to, and did in fact, deceive reasonable consumers.

1170. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Minnesota Subclass Members.

1171. Defendant knew or should have known that its conduct violated the Minnesota law regarding unfair or deceptive acts in trade or commerce.

1172. Defendant owed Plaintiffs and Minnesota Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Minnesota Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Minnesota Subclass Members that contradicted these representations.

1173. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Minnesota Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and Minnesota Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Minnesota Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Minnesota Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Minnesota Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

1174. Defendant's conduct proximately caused injuries to Plaintiffs and the Minnesota Subclass Members.

1175. Plaintiffs and the Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the Minnesota Subclass Members 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 Defendant's misrepresentations and omissions.

1176. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

1177. Pursuant to Minn. Stat. §§ 8.31(3a) and 549.20(1)(a), Plaintiffs and the Minnesota Subclass members seek an order enjoining FCA's unfair or deceptive acts or practices and awarding damages and any other just and proper relief available under the Minnesota CFA.

1178. Plaintiffs and Minnesota Subclass Members also seek punitive damages against FCA because FCA's conduct evidences an extreme deviation

from reasonable standards. Defendant's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

COUNT II

VIOLATION OF THE MINNESOTA UNIFORM DECEPTIVE TRADE PRACTICES ACT (MINN. STAT. §§ 325D.43, *ET SEQ.*)

1179. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

1180. Plaintiffs bring this Count on behalf of the Minnesota Subclass Members against FCA.

1181. The Minnesota Deceptive Trade Practices Act ("Minnesota DTPA") prohibits deceptive trade practices in the course of a business, vocation, or occupation. Minn. Stat. § 325D.44, Subd. 1.

1182. The Minnesota DTPA makes unlawful specific acts, including:

a. "[R]epresent[ing] that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have";

b. "[R]epresent[ing] that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another"; and

c. "[A]dvertis[ing] goods or services with intent not to sell them as advertised".

Minn. Stat. § 325D.44, Subd. 1(5), (7), and (9).

1183. FCA, through its agents, employees, and/or subsidiaries, engaged the unfair methods of competition in the course of a business, vocation, or occupation prohibited by Minn. Stat. § 325D.44, Subd. 1.

1184. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

1185. In purchasing or leasing the Class Vehicles, Plaintiffs and the Minnesota Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

1186. Plaintiffs and Minnesota Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein,

Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the Minnesota Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

1187. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

1188. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to, and did in fact, deceive reasonable consumers.

1189. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Minnesota Subclass Members.

1190. Defendant knew or should have known that its conduct violated the Minnesota law regarding unfair or deceptive acts in trade or commerce.

1191. Defendant owed Plaintiffs and Minnesota Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Minnesota Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Minnesota Subclass Members that contradicted these representations.

1192. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Minnesota Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and Minnesota Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Minnesota Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Minnesota Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Minnesota Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of

time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

1193. Defendant's conduct proximately caused injuries to Plaintiffs and the Minnesota Subclass Members.

1194. Plaintiffs and the Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the Minnesota Subclass Members 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 Defendant's misrepresentations and omissions.

1195. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

1196. Pursuant to Minn. Stat. §§ 8.31(3a), 325D.45, and 549.20(1)(a), Plaintiffs and the Minnesota Subclass members seek an order enjoining FCA's unfair or deceptive acts or practices and awarding damages and any other just and proper relief available under the Minnesota DTPA.

1197. Plaintiffs and Minnesota Subclass Members also seek punitive damages against FCA because FCA's conduct evidences an extreme deviation from reasonable standards. Defendant's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

COUNT III

FRAUDULENT CONCEALMENT (BASED ON MINNESOTA LAW)

1198. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1199. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Minnesota State Subclass, against Defendant FCA.

1200. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon common law in each state.

1201. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1202. FCA intentionally concealed that the Class Vehicles are defective.

1203. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the

Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

1204. Defendant knew about the defect in the Class Vehicles when these representations were made.

1205. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

1206. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

1207. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

1208. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

1209. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

1210. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

1211. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known and/or accessible only to Defendant, because Defendant had exclusive knowledge as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

1212. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

1213. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

1214. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

1215. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect, and/or would have taken other affirmative steps in light of the information concealed from them. Plaintiffs' and Class Members' actions were justified.

Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

1216. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

1217. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

1218. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

1219. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class Members' rights and the representations that Defendant made to them in order to enrich Defendant. Defendant's conduct warrants an assessment of punitive

damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT IV
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(MINN. STAT. §§ 336.2-314 AND 336.2A-212)

1220. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

1221. Plaintiffs bring this Count on behalf of the Minnesota Subclass Members against FCA.

1222. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which such goods are used is implied by law pursuant to Minn. Stat. §§ 336-2-314 and 336-2A-212.

1223. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

1224. Plaintiffs and Minnesota Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies.

Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

1225. FCA is and was at all relevant times a "merchant" with respect to motor vehicles under Minn. Stat. §§ 336.2-104(1) and 336.2A-103(3), and a "seller" of motor vehicles under § 336.2-103(1)(d).

1226. With respect to leases, FCA is and was at all relevant times a "lessor" of motor vehicles under Minn. Stat. § 336.2A-103(1)(p).

1227. All Minnesota Subclass members who purchased Class Vehicles in Minnesota are "buyers" within the meaning of Minn. Stat. § 336.2-103(1)(a).

1228. All Minnesota Subclass members who leased Class Vehicles in Minnesota are "lessees" within the meaning of Minn. Stat. § 336.2A-103(1)(n).

1229. The Class Vehicles are and were at all relevant times "goods" within the meaning of Minn. Stat. §§ 336.2-105(1) and 336.2A-103(1)(h).

1230. Plaintiffs and the Minnesota Subclass members have provided FCA with reasonable notice and opportunity to cure its breach of the implied warranty of merchantability by way of the numerous NHTSA complaints filed against them, and notice letters sent to FCA US LLC by the Minnesota Subclass members within

a reasonable amount of time after the EGR cooler defect became public. Notice letters were sent on October 28, 2020, and January 7, 2021.

1231. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1232. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and Minnesota Subclass members have been damaged in an amount to be proven at trial.

COUNT V

BREACH OF CONTRACT (BASED ON MINNESOTA LAW)

1233. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1234. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Minnesota Subclass.

1235. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1236. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and

performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

1237. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

1238. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

1239. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT VI

UNJUST ENRICHMENT

1240. Plaintiffs incorporate all paragraphs as though fully set forth herein.

1241. Plaintiffs bring this Count on behalf of the Minnesota Subclass Members against FCA.

1242. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and Minnesota Subclass Members.

1243. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and Minnesota Subclass Members.

1244. FCA enjoyed the benefit of increased financial gains to the detriment of Plaintiffs and Minnesota Subclass Members, who paid a higher price for their vehicles that actually had lower values.

1245. FCA has received and retained unjust benefits from the Plaintiffs and Minnesota Subclass Members, and inequity has resulted.

1246. Thus, all Plaintiffs and Minnesota Subclass Members conferred a benefit on FCA.

1247. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

1248. Because FCA concealed its fraud and deception, Plaintiffs and Minnesota Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

1249. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

1250. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and Minnesota Subclass Members in an amount to be proven at trial. Plaintiffs and Minnesota Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

N. Claims brought on behalf of the Nevada Subclass

COUNT I

VIOLATIONS OF THE NEVADA DECEPTIVE TRADE PRACTICES ACT (NEV. REV. STAT. § 598.0903 *ET SEQ.*)

1251. Plaintiffs (for purposes of all Nevada Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

1252. Plaintiffs bring this Count on behalf of the Nevada Subclass Members against FCA.

1253. Defendant is a "person" for purposes of the Nevada Deceptive Trade Practices Act ("NDTPA"), Nev. Rev. Stat. § 598.0903, *et seq*.

1254. The NDTPA prohibits deceptive trade practices. Nev. Rev. Stat. § 598.0915 provides that a person engages in a "deceptive trade practice" if, in the course of business or occupation, the person "[k]nowingly makes a false representation as to the characteristics, ingredients, uses, benefits, alterations or quantities of goods or services for sale or lease or a false representation as to the sponsorship, approval, status, affiliation or connection of a person therewith"; "[r]epresents that goods or services for sale or lease are of a particular standard, quality or grade, or that such goods are of a particular style or model, if he or she knows or should know that they are of another standard, quality, grade, style or model"; "[a]dvertises goods or services with intent not to sell or lease them as advertised and certified"; or "[k]nowingly makes any other false representation in a transaction." Nev. Rev. Stat. §§ 598.0915—598.0925.

1255. Nev. Rev. Stat. § 41.600 provides a private right of action for violations of the NDTPA.

1256. The NDTPA prohibits deceptive business practices including but not limited to: (1) representing that the Class Vehicles have characteristics, uses, and benefits which they do not have; (2) representing that the Class Vehicles are of a particular standard, quality, and grade when they are not; (3) advertising the Class

Vehicles with the intent not to sell them as advertised; (4) engaging in acts or practices which are otherwise misleading, false, or deceptive to the consumer; and (5) engaging in any unconscionable method, act, or practice in the conduct of trade or commerce.

1257. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

1258. In purchasing or leasing the Class Vehicles, Plaintiffs and the Nevada Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

1259. Plaintiffs and Nevada Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that

Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the Nevada Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

1260. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

1261. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to, and did in fact, deceive reasonable consumers.

1262. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Nevada Subclass Members.

1263. Defendant knew or should have known that its conduct violated the Nevada law regarding unfair or deceptive acts in trade or commerce.

1264. Defendant owed Plaintiffs and Nevada Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Nevada Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Nevada Subclass Members that contradicted these representations.

1265. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Nevada Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and Nevada Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Nevada Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Nevada Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Nevada Subclass Members that they were purchasing or leasing vehicles that were

free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

1266. Defendant's conduct proximately caused injuries to Plaintiffs and the Nevada Subclass Members.

1267. Plaintiffs and the Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the Nevada Subclass Members 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 Defendant's misrepresentations and omissions.

1268. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

1269. Accordingly, Plaintiffs and Nevada Subclass Members seek their actual damages, punitive damages, court costs, attorneys' fees, and all other

appropriate and available remedies under the Nevada DTPA. Nev. Rev. Stat. § 41.600.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON NEVADA LAW)

1270. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1271. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Nevada State Subclass, against Defendant FCA.

1272. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon the common law in each state.

1273. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1274. FCA intentionally concealed that the Class Vehicles are defective.

1275. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would

perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

1276. Defendant knew about the defect in the Class Vehicles when these representations were made.

1277. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

1278. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

1279. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

1280. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

1281. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

1282. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

1283. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known and/or accessible only to Defendant, because Defendant had exclusive knowledge as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

1284. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental

system defect that would affect the safety, quality, and reliability of the Class Vehicles.

1285. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

1286. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

1287. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect, and/or would have taken other affirmative steps in light of the information concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

1288. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are

diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

1289. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

1290. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

1291. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class Members' rights and the representations that Defendant made to them, in order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (NEV. REV. STAT. § 104.2314)

1292. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

1293. Plaintiffs bring this Count on behalf of the Nevada Subclass Members against FCA.

1294. FCA was a merchant with respect to motor vehicles within the meaning of Nev. Rev. Stat. § 104.2314.

1295. Under Nev. Rev. Stat. § 104.2314, a warranty that the Class Vehicles were in merchantable condition was implied by law in the transactions when Plaintiffs and Nevada Subclass Members purchased or leased their Class Vehicles from FCA.

1296. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

1297. Plaintiffs and Nevada Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty

containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

1298. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and Nevada Subclass Members have been damaged in an amount to be proven at trial.

COUNT IV

BREACH OF CONTRACT
(BASED ON NEVADA LAW)

1299. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1300. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Nevada Subclass.

1301. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1302. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and

performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

1303. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

1304. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

1305. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT V

UNJUST ENRICHMENT

1306. Plaintiffs incorporate all paragraphs as though fully set forth herein.

1307. Plaintiffs bring this Count on behalf of the Nevada Subclass Members against FCA.

1308. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and Nevada Subclass Members.

1309. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and Nevada Subclass Members.

1310. FCA enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs and Nevada Subclass Members, who paid a higher price for their vehicles that actually had lower values.

1311. FCA has received and retained unjust benefits from the Plaintiffs and Nevada Subclass Members, and inequity has resulted.

1312. Thus, all Plaintiffs and Nevada Subclass Members conferred a benefit on FCA.

1313. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

1314. Because FCA concealed its fraud and deception, Plaintiffs and Nevada Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

1315. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

1316. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and Nevada Subclass Members in an amount to be proven at trial. Plaintiffs and Nevada Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

O. Claims brought on behalf of the North Carolina Subclass

COUNT I

VIOLATION OF THE NORTH CAROLINA UNFAIR AND DECEPTIVE TRADE PRACTICES ACT (N.C. GEN. STAT. §§ 75-1.1, *ET SEQ.*)

1317. Plaintiffs (for purposes of all North Carolina Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

1318. Plaintiffs bring this Count on behalf of the North Carolina Subclass Members against FCA.

1319. FCA was and is engaged in "commerce" within the meaning of N.C. Gen. Stat. § 75-1.1(b).

1320. FCA engaged the unfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce prohibited by N.C. Gen. Stat. § 75-16.

1321. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

1322. In purchasing or leasing the Class Vehicles, Plaintiffs and the North Carolina Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

1323. Plaintiffs and North Carolina Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the North Carolina Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

1324. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

1325. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to, and did in fact, deceive reasonable consumers.

1326. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the North Carolina Subclass Members.

1327. Defendant knew or should have known that its conduct violated the North Carolina law regarding unfair or deceptive acts in trade or commerce.

1328. Defendant owed Plaintiffs and North Carolina Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the North Carolina Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the North Carolina Subclass Members that contradicted these representations.

1329. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and North Carolina Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and North Carolina Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and North Carolina Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and North Carolina Subclass Members. Longevity, durability,

performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and North Carolina Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

1330. Defendant's conduct proximately caused injuries to Plaintiffs and the North Carolina Subclass Members.

1331. Plaintiffs and the Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the North Carolina Subclass Members 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 Defendant's misrepresentations and omissions.

1332. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

1333. Pursuant to N.C. Gen. Stat. § 75-16, Plaintiffs and the North Carolina Subclass members seek an order enjoining FCA's unfair or deceptive acts or practices and awarding damages and any other just and proper relief available under the North Carolina UDTPA.

1334. Plaintiffs and North Carolina Subclass Members also seek punitive damages against FCA because FCA's conduct evidences an extreme deviation from reasonable standards. Defendant's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON NORTH CAROLINA LAW)

1335. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1336. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the North Carolina State Subclass, against Defendant FCA.

1337. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon common law in each state.

1338. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1339. FCA intentionally concealed that the Class Vehicles are defective.

1340. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

1341. Defendant knew about the defect in the Class Vehicles when these representations were made.

1342. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

1343. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

1344. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as

well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

1345. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

1346. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

1347. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

1348. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known and/or accessible only to Defendant, because Defendant had exclusive knowledge

as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

1349. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

1350. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

1351. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

1352. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect, and/or would have taken other affirmative steps in light of the information

concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

1353. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

1354. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

1355. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

1356. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class Members' rights and the representations that Defendant made to them in

order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (N.C. GEN. STAT. §§ 25-2-314 AND 25-2A-212)

1357. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

1358. Plaintiffs bring this Count on behalf of the North Carolina Subclass Members against FCA.

1359. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which such goods are used is implied by law pursuant to N.C. Gen. Stat. §§ 25-2-314 and 25-2A-212.

1360. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

1361. Plaintiffs and North Carolina Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written

warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

1362. FCA is and was at all relevant times a "merchant" with respect to motor vehicles under N.C. Gen. Stat. §§ 25-2-104(1) and 25-2A-103(3), and a "seller" of motor vehicles under § 25-2-103(1)(d).

1363. With respect to leases, FCA is and was at all relevant times a "lessor" of motor vehicles under N.C. Gen. Stat. § 25-2A-103(1)(p).

1364. All North Carolina Subclass members who purchased Class Vehicles in North Carolina are "buyers" within the meaning of N.C. Gen. Stat. § 25-2-103(1)(a).

1365. All North Carolina Subclass members who leased Class Vehicles in North Carolina are "lessees" within the meaning of N.C. Gen. Stat. § 25-2A-103(1)(n).

1366. The Class Vehicles are and were at all relevant times "goods" within the meaning of N.C. Gen. Stat. §§ 25-2-105(1) and 25-2A-103(1)(h).

1367. Plaintiffs and the North Carolina Subclass members have provided FCA with reasonable notice and opportunity to cure its breach of the implied warranty of merchantability by way of the numerous NHTSA complaints filed against them, and notice letters sent to FCA US LLC by the North Carolina Subclass members within a reasonable amount of time after the EGR cooler defect became public. Notice letters were sent on October 28, 2020, and January 7, 2021.

1368. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1369. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and North Carolina Subclass members have been damaged in an amount to be proven at trial.

COUNT IV

BREACH OF CONTRACT
(BASED ON NORTH CAROLINA LAW)

1370. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1371. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the North Carolina Subclass.

1372. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1373. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

1374. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

1375. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

1376. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT V

UNJUST ENRICHMENT

1377. Plaintiffs incorporate all paragraphs as though fully set forth herein.

1378. Plaintiffs bring this Count on behalf of the North Carolina Subclass Members against FCA.

1379. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and North Carolina Subclass Members.

1380. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and North Carolina Subclass Members.

1381. FCA enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs and North Carolina Subclass Members, who paid a higher price for their vehicles that actually had lower values.

1382. FCA has received and retained unjust benefits from the Plaintiffs and North Carolina Subclass Members, and inequity has resulted.

1383. Thus, all Plaintiffs and North Carolina Subclass Members conferred a benefit on FCA.

1384. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

1385. Because FCA concealed its fraud and deception, Plaintiffs and North Carolina Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

1386. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

1387. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and North Carolina Subclass Members in an amount to be proven at trial. Plaintiffs and North Carolina Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

P. Claims brought on behalf of the Oklahoma Subclass

COUNT I

VIOLATIONS OF THE OKLAHOMA CONSUMER SALES PRACTICES ACT (OKLA. STAT. TIT. 15, § 751 *ET SEQ.*)

1388. Plaintiffs (for purposes of all Oklahoma Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

1389. Plaintiffs bring this Count on behalf of the Oklahoma Subclass Members against FCA.

1390. Defendant FCA qualifies as a "person," "corporation," or "association" within the meaning of Okla. Stat. Tit. 15, § 15-751(1).

1391. Oklahoma Plaintiff and the Oklahoma Subclass members are "persons" under Okla. Stat. Tit. 15, § 752. Sales and leases of the Class Vehicles to Plaintiffs and the Oklahoma Subclass members are "consumer transactions" within the meaning of Okla. Stat. Tit. 15, § 752 and FCA's actions as set forth herein occurred in the conduct of trade or commerce.

1392. The Oklahoma Consumer Protection Act declares unlawful, *inter alia*, the following acts or practices when committed in the course of business: making a "misrepresentation, omission or other practice that has deceived or could reasonably be expected to deceive or mislead a person to the detriment of that person" and "any practice which offends established public policy or if the practice

is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers." Okla. Stat. Tit. 15, §§ 752–753. FCA committed deceptive acts or practices in the conduct of trade or commerce, by, among other things:
(a) engaging in unconscionable acts; (b) representing that the Class Vehicles have characteristics, uses, benefits, and qualities which they do not have; and
(c) representing that the Class Vehicles are of a particular standard, quality, and grade when they are not.

1393. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

1394. In purchasing or leasing the Class Vehicles, Plaintiffs and the Oklahoma Subclass Members were deceived by Defendant's failure to disclose

that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

1395. Plaintiffs and Oklahoma Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the Oklahoma Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

1396. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

1397. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to and did in fact deceive reasonable consumers.

1398. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Oklahoma Subclass Members.

1399. Defendant knew or should have known that its conduct violated the Oklahoma CPA.

1400. Defendant owed Plaintiffs and Oklahoma Subclass Members a duty to disclose the truth about the EGR Cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Oklahoma Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Oklahoma Subclass Members that contradicted these representations.

1401. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Oklahoma Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and Oklahoma Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Oklahoma Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by

Plaintiffs and Oklahoma Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Oklahoma Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

1402. Defendant's conduct proximately caused injuries to Plaintiffs and the Oklahoma Subclass members.

1403. Plaintiffs and the Subclass members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the Oklahoma Subclass members 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 Defendant's misrepresentations and omissions.

1404. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest and offends public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

1405. Because FCA's unconscionable conduct caused injury to Oklahoma Plaintiff, Oklahoma Plaintiff seeks recovery of actual damages, discretionary penalties up to $2,000 per violation, and reasonable attorneys' fees, under Okla. Stat. Title 15, § 761.1. Plaintiffs further seek an order enjoining FCA's unfair and/or deceptive acts or practices, and any other just and proper relief available under the Oklahoma CPA.

1406. Plaintiffs and Oklahoma Subclass Members also seek punitive damages against FCA because FCA's conduct evidences an extreme deviation from reasonable standards. Defendant's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON OKLAHOMA LAW)

1407. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1408. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Oklahoma State Subclass, against Defendant FCA.

1409. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon common law in each state.

1410. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1411. FCA intentionally concealed that the Class Vehicles are defective.

1412. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

1413. Defendant knew about the defect in the Class Vehicles when these representations were made.

1414. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

1415. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

1416. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant

touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

1417. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

1418. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

1419. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

1420. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known

and/or accessible only to Defendant, because Defendant had exclusive knowledge as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

1421. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

1422. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

1423. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

1424. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect,

and/or would have taken other affirmative steps in light of the information concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

1425. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

1426. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

1427. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

1428. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and

Class Members' rights and the representations that Defendant made to them in order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (12A OKA. STAT. § 2-314)

1429. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

1498. Plaintiffs bring this Count on behalf of the Oklahoma Subclass members against FCA.

1430. FCA is a merchant with respect to motor vehicles within the meaning of 12A Okla. Stat. § 2-104.

1431. Pursuant to 12A OKA. STAT. § 2-314, a warranty that the Class Vehicles were in merchantable condition was implied by law in the transactions when Plaintiffs and Oklahoma Subclass members purchased or leased their Class Vehicles from FCA.

1432. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a

condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

1433. Plaintiffs and Oklahoma Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

1434. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and Oklahoma Subclass Members have been damaged in an amount to be proven at trial.

COUNT IV

BREACH OF CONTRACT (BASED ON OKLAHOMA LAW)

1435. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1436. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Oklahoma Subclass.

1437. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1438. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

1439. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

1440. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and

reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

1441. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT V

UNJUST ENRICHMENT

1442. Plaintiffs incorporate all paragraphs as though fully set forth herein.

1443. Plaintiffs bring this Count on behalf of the Oklahoma Subclass Members against FCA.

1444. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and Oklahoma Subclass Members.

1445. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and Oklahoma Subclass Members.

1446. FCA enjoyed the benefit of increased financial gains to the detriment of Plaintiffs and Oklahoma Subclass Members, who paid a higher price for their vehicles that actually had lower values.

1447. FCA has received and retained unjust benefits from the Plaintiffs and Oklahoma Subclass Members, and inequity has resulted.

1448. Thus, all Plaintiffs and Oklahoma Subclass Members conferred a benefit on FCA.

1449. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

1450. Because FCA concealed its fraud and deception, Plaintiffs and Oklahoma Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

1451. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

1452. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and Oklahoma Subclass Members in an amount to be proven at trial. Plaintiffs and Oklahoma Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

Q. Claims brought on behalf of the Oregon Subclass

COUNT I

VIOLATIONS OF THE OREGON UNLAWFUL TRADE PRACTICES ACT (OR. REV. STAT. § 646.605, *ET SEQ.*)

1453. Plaintiffs (for purposes of all Oregon Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

1454. Plaintiffs bring this Count on behalf of the Oregon Subclass Members against FCA.

1455. FCA is a "person" within the meaning of Or. Rev. State. § 646.650(4).

1456. The Class Vehicles at issue are "goods" obtained primarily for personal, family or household purposes within the meaning of Or. Rev. Stat. § 646.605(6).

1457. Pursuant to The Oregon Unfair Trade Practices Act ("Oregon UTPA") a person engages in an unlawful trade practice if in the course of the person's business the person "(1) employs any unconscionable tactic in connection with selling, renting or disposing of … goods or services." Or. Rev. Stat. Ann. § 646.607(1). The Oregon UTPA prohibits a person from, in the course of the person's business, doing any of the following: "(e) representing that …. goods…have…characteristics… uses, benefits … or qualities that they do not have: (g) representing that … goods are of a particular standard [or] quality … if they are of another; (i) advertising … goods or services with intent not to provide

them as advertised;" and "(u) engaging in any other unfair or deceptive conduct in trade or commerce." Or. Rev. Stat. § 646.608(1). FCA participated in misleading, false, or deceptive acts that violated the Oregon UTPA. By concealing the known defects in Plaintiffs' Class Vehicles FCA engaged in deceptive business practices prohibited by the Oregon UTPA.

1458. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

1459. In purchasing or leasing the Class Vehicles, Plaintiffs and the Oregon Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

1460. Plaintiffs and Oregon Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the Oregon Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

1461. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

1462. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to, and did in fact, deceive reasonable consumers.

1463. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Oregon Subclass Members.

1464. Defendant knew or should have known that its conduct violated the Oregon law regarding unfair or deceptive acts in trade or commerce.

1465. Defendant owed Plaintiffs and Oregon Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Oregon Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Oregon Subclass Members that contradicted these representations.

1466. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Oregon Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and Oregon Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Oregon Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Oregon Subclass Members. Longevity, durability, performance, and safety are

material concerns to diesel truck consumers. FCA represented to Plaintiffs and Oregon Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

1467. Defendant's conduct proximately caused injuries to Plaintiffs and the Oregon Subclass Members.

1468. Plaintiffs and the Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the Oregon Subclass Members 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 Defendant's misrepresentations and omissions.

1469. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

1470. Plaintiffs and Oregon Subclass Members seek the greater of $200 or actual ascertainable damages, including out-of-pocket and/or benefit of the bargain, attorneys' fees, and any other just and proper relief available under the Oregon UTPA.

1471. Plaintiffs and Oregon Subclass Members also seek punitive damages against FCA because FCA's conduct evidences an extreme deviation from reasonable standards. Defendant's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON OREGON LAW)

1472. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1473. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Oregon State Subclass, against Defendant FCA.

1474. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon the common law in each state.

1475. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1476. FCA intentionally concealed that the Class Vehicles are defective.

1477. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

1478. Defendant knew about the defect in the Class Vehicles when these representations were made.

1479. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

1480. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

1481. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as

well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

1482. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

1483. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

1484. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

1485. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known and/or accessible only to Defendant, because Defendant had exclusive knowledge

as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

1486. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

1487. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

1488. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

1489. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect, and/or would have taken other affirmative steps in light of the information

concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

1490. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

1491. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

1492. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

1493. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class Members' rights and the representations that Defendant made to them, in

order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (OR. REV. STAT. § 72-3140)

1494. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

1495. Plaintiffs bring this Count on behalf of the Illinois Subclass Members against FCA.

1496. FCA was a merchant with respect to motor vehicles within the meaning of Or. Rev. Stat. § 72-3140)

1497. Under Or. Rev. Stat. § 72-3140, a warranty that the Class Vehicles were in merchantable condition was implied by law in the transactions when Plaintiffs and Oregon Subclass Members purchased or leased their Class Vehicles from FCA.

1498. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a

condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

1499. Plaintiffs and Oregon Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

1500. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and Oregon Subclass Members have been damaged in an amount to be proven at trial.

COUNT IV

BREACH OF CONTRACT
(BASED ON OREGON LAW)

1501. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1502. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Oregon Subclass.

1503. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1504. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

1505. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

1506. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

1507. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT V

UNJUST ENRICHMENT

1508. Plaintiffs incorporate all paragraphs as though fully set forth herein.

1509. Plaintiffs bring this Count on behalf of the Oregon Subclass Members against FCA.

1510. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and Oregon Subclass Members.

1511. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and Oregon Subclass Members.

1512. FCA enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs and Oregon Subclass Members, who paid a higher price for their vehicles that actually had lower values.

1513. FCA has received and retained unjust benefits from the Plaintiffs and Oregon Subclass Members, and inequity has resulted.

1514. Thus, all Plaintiffs and Oregon Subclass Members conferred a benefit on FCA.

1515. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

1516. Because FCA concealed its fraud and deception, Plaintiffs and Oregon Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

1517. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

1518. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and Oregon Subclass Members in an amount to be proven at trial. Plaintiffs and Oregon Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

R. Claims brought on behalf of the Pennsylvania Subclass

COUNT I

VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW (73 PA. CONS. STAT. § 201-1 *ET SEQ.*)

1519. Plaintiffs (for purposes of all Pennsylvania Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

1520. Plaintiffs bring this Count on behalf of the Pennsylvania Subclass Members against FCA.

1521. Defendant FCA qualifies as a "person" within the meaning of 73 PA. CONS. STAT. § 201-2(2).

1522. Pennsylvania Plaintiff and the Pennsylvania Subclass members are "persons" under 73 PA. CONS. STAT. § 201-2(2). Pennsylvania Plaintiff and the Pennsylvania subclass purchased a Class Vehicle for personal, family, or household purposes within the meaning of 73 PA. CONS. STAT. § 201-9.2, and FCA's actions as set forth herein occurred in the conduct of trade or commerce within the meaning of 73 PA. CONS. STAT. § 201-2(3).

1523. The Pennsylvania Unfair Trade Practices and Consumer Protection Law ("Pennsylvania CPL") Act prohibits unfair or deceptive acts or practices, including representing that goods or services have characteristics, benefits or qualities that they do not have; representing that goods or services are of a

particular standard, quality or grade if they are of another; advertising goods or services with intent not to sell them as advertised and certified; and engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding. 73 PA. CONS. STAT. § 201-2(4). FCA committed deceptive acts or practices in the conduct of trade or commerce, by, among other things: (a) engaging in unconscionable acts; (b) representing that the Class Vehicles have characteristics, uses, benefits, and qualities which they do not have; and (c) representing that the Class Vehicles are of a particular standard, quality, and grade when they are not.

1524. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

1525. In purchasing or leasing the Class Vehicles, Plaintiffs and the Pennsylvania Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

1526. Plaintiffs and Pennsylvania Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the Pennsylvania Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

1527. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

1528. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to and did in fact deceive reasonable consumers.

1529. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Pennsylvania Subclass Members.

1530. Defendant knew or should have known that its conduct violated the Pennsylvania CPL.

1531. Defendant owed Plaintiffs and Pennsylvania Subclass Members a duty to disclose the truth about the EGR Cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Pennsylvania Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Pennsylvania Subclass Members that contradicted these representations.

1532. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Pennsylvania Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and Pennsylvania Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Pennsylvania Subclass Members, FCA had the duty to disclose not

just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Pennsylvania Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Pennsylvania Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

1533. Defendant's conduct proximately caused injuries to Plaintiffs and the Pennsylvania Subclass members.

1534. Plaintiffs and the Subclass members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the Pennsylvania Subclass members 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 Defendant's misrepresentations and omissions.

1535. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of

herein affect the public interest and offends public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

1536. FCA is liable to Plaintiffs and the Pennsylvania Subclass for treble their actual damages or $100, whichever is greater, and attorneys' fees and costs. 73 PA. CONS. STAT. § 201-9.2(a). Plaintiffs and the Pennsylvania Subclass are also entitled to an award of punitive damages given that Ford's conduct was malicious, wanton, willful, oppressive, or exhibited a reckless indifference to the rights of others.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON PENNSYLVANIA LAW)

1537. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1538. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Pennsylvania State Subclass, against Defendant FCA.

1539. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon common law in each state.

1540. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1541. FCA intentionally concealed that the Class Vehicles are defective.

1542. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

1543. Defendant knew about the defect in the Class Vehicles when these representations were made.

1544. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

1545. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

1546. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as

well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

1547. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

1548. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

1549. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

1550. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known and/or accessible only to Defendant, because Defendant had exclusive knowledge

as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

1551. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

1552. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

1553. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

1554. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect, and/or would have taken other affirmative steps in light of the information

concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

1555. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

1556. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

1557. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

1558. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class Members' rights and the representations that Defendant made to them in

order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (13 PA. STAT. ANN. § 2314)

1559. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

1560. Plaintiffs bring this Count on behalf of the Pennsylvania Subclass members against FCA.

1561. FCA is a merchant with respect to motor vehicles within the meaning of 13 Pa. Stat. Ann. § 2104.

1562. Pursuant to 13 PA. STAT. ANN. § 2-314, a warranty that the Class Vehicles were in merchantable condition was implied by law in the transactions when Plaintiffs and Pennsylvania Subclass members purchased or leased their Class Vehicles from FCA.

1563. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a

condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

1564. Plaintiffs and Pennsylvania Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

1565. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and Pennsylvania Subclass Members have been damaged in an amount to be proven at trial.

COUNT IV

BREACH OF CONTRACT
(BASED ON PENNSYLVANIA LAW)

1566. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1567. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Pennsylvania Subclass.

1568. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1569. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

1570. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

1571. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and

reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

1572. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT V

UNJUST ENRICHMENT

1573. Plaintiffs incorporate all paragraphs as though fully set forth herein.

1574. Plaintiffs bring this Count on behalf of the Pennsylvania Subclass Members against FCA.

1575. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and Pennsylvania Subclass Members.

1576. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and Pennsylvania Subclass Members.

1577. FCA enjoyed the benefit of increased financial gains to the detriment of Plaintiffs and Pennsylvania Subclass Members, who paid a higher price for their vehicles that actually had lower values.

1578. FCA has received and retained unjust benefits from the Plaintiffs and Pennsylvania Subclass Members, and inequity has resulted.

1579. Thus, all Plaintiffs and Pennsylvania Subclass Members conferred a benefit on FCA.

1580. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

1581. Because FCA concealed its fraud and deception, Plaintiffs and Pennsylvania Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

1582. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

1583. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and Pennsylvania Subclass Members in an amount to be proven at trial. Plaintiffs and Pennsylvania Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

S. Claims brought on behalf of the South Carolina Subclass

COUNT I

VIOLATIONS OF THE SOUTH CAROLINA UNFAIR TRADE PRACTICES ACT (S.C. CODE ANN. § 39-5-10 *ET SEQ.*)

1584. Plaintiffs (for purposes of all South Carolina Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

1585. Plaintiffs bring this Count on behalf of the South Carolina Subclass Members against FCA.

1586. Defendant FCA is a "person" under S.C. Code Ann. § 39-5-104.

1587. The South Carolina Unfair Trade Practices Act ("South Carolina UTPA") prohibits "unfair or deceptive acts or practices affecting the conduct of any trade or commerce." S.C. Code Ann. § 39-5-20(a). FCA's conduct and acts were offensive to public policy or immoral, unethical, or oppressive, and thus unfair. To manufacture, distribute, and promote vehicles with a known susceptibility to fire while the vehicle is in motion, due to a known defect, is surely detrimental to the public at large.

1588. The South Carolina UTPA prohibits deceptive business practices including but not limited to: (1) representing that the Class Vehicles have characteristics, uses, and benefits which they do not have; (2) representing that the Class Vehicles are of a particular standard, quality, and grade when they are not;

(3) advertising the Class Vehicles with the intent not to sell them as advertised; (4) engaging in acts or practices which are otherwise misleading, false, or deceptive to the consumer; and (5) engaging in any unconscionable method, act, or practice in the conduct of trade or commerce.

1589. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

1590. In purchasing or leasing the Class Vehicles, Plaintiffs and the South Carolina Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

1591. Plaintiffs and South Carolina Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that

Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the South Carolina Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

1592. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

1593. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to, and did in fact, deceive reasonable consumers.

1594. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the South Carolina Subclass Members.

1595. Defendant knew or should have known that its conduct violated the South Carolina law regarding unfair or deceptive acts in trade or commerce.

1596. Defendant owed Plaintiffs and South Carolina Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the South Carolina Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the South Carolina Subclass Members that contradicted these representations.

1597. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and South Carolina Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and South Carolina Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and South Carolina Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and South Carolina Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and South Carolina Subclass Members that they were

purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

1598. Defendant's conduct proximately caused injuries to Plaintiffs and the South Carolina Subclass Members.

1599. Plaintiffs and the Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the South Carolina Subclass Members 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 Defendant's misrepresentations and omissions.

1600. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

1601. Pursuant to S.C. Code Ann. § 39-5-140(a), Plaintiffs and South Carolina Subclass Members seek monetary relief against Defendant to recover for economic losses, reasonable attorneys' fees and costs, measured as actual damages

in an amount to be determined at trial, treble damages as a result of FCA's willful or knowing violations, and any other just and proper relief available under the South Carolina UTPA.

1602. Plaintiffs and South Carolina Subclass Members also seek punitive damages against FCA because FCA's conduct evidences an extreme deviation from reasonable standards. Defendant's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON SOUTH CAROLINA LAW)

1603. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1604. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the South Carolina State Subclass, against Defendant FCA.

1605. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon the common law in each state.

1606. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1607. FCA intentionally concealed that the Class Vehicles are defective.

1608. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

1609. Defendant knew about the defect in the Class Vehicles when these representations were made.

1610. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

1611. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

1612. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as

well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

1613. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

1614. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

1615. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

1616. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known and/or accessible only to Defendant, because Defendant had exclusive knowledge

as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

1617. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

1618. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

1619. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

1620. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect, and/or would have taken other affirmative steps in light of the information

concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

1621. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

1622. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

1623. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

1624. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class Members' rights and the representations that Defendant made to them, in

order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

VIOLATIONS OF THE SOUTH CAROLINA REGULATION OF MANUFACTURERS, DISTRIBUTORS, AND DEALERS ACT (S.C. CODE ANN. § 56-15-10 *ET SEQ.*)

1625. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

1626. Plaintiffs bring this Count on behalf of the South Carolina Subclass Members against FCA.

1627. FCA is a "manufacturer" as set forth in S.C. Code Ann. § 56-15-10, as at all relevant times it was engaged in the business of manufacturing or assembling new or unused motor vehicles.

1628. FCA committed unfair or deceptive acts or practices that violated the South Carolina Regulation of Manufacturers, Distributors, and Dealers Act ("Dealers Act"), S.C. Code Ann. § 56-15-30.

1629. FCA engaged in actions which were arbitrary, in bad faith, unconscionable, and which caused damage to Plaintiffs, the South Carolina Subclass Members, and to the public.

1630. FCA's bad faith and unconscionable actions include, but are not limited to (1) representing that the Class Vehicles have characteristics, uses, benefits, and qualities which they do not have, (2) representing that the Class Vehicles are of a particular standard, quality, and grade when they are not, (3) advertising the Class Vehicles with the intent not to sell them as advertised, (4) representing that a transaction involving the Class Vehicles confers or involves rights, remedies, and obligations which it does not, and (5) representing that the subject of a transaction involving the Class Vehicles has been supplied in accordance with a previous representation when it has not.

1631. FCA resorted to and used false and misleading advertisements in connection with its business. As alleged above, FCA made numerous material statements about the safety, reliability, and functionality of the Class Vehicles that were either false or misleading. Each of these statements contributed to the deceptive context of FCA's unlawful advertising and representations as a whole.

1632. Plaintiffs and South Carolina Subclass Members bring this action pursuant to S.C. Code Ann. § 56-15-110(2), as the action is one of common or general interest to many persons and the parties are too numerous to bring them all before the Court.

1633. Plaintiffs and Subclass Members are entitled to double their actual damages, injunctive relief, the cost of the lawsuit, and attorneys' fees pursuant to S.C. Code Ann. § 56-15-110.

1634. Plaintiffs and South Carolina Subclass Members also seek treble damages because FCA acted maliciously.

COUNT IV

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (S.C. CODE ANN. § 36-2-314)

1635. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

1636. Plaintiffs bring this Count on behalf of the South Carolina Subclass Members against FCA.

1637. FCA was a merchant with respect to motor vehicles within the meaning of the S.C. Code Ann. § 36-2-314

1638. Under S.C. Code Ann. § 36-2-314, a warranty that the Class Vehicles were in merchantable condition was implied by law in the transactions when Plaintiffs and South Carolina Subclass Members purchased or leased their Class Vehicles from FCA.

1639. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can

crack, leading coolant to leak into a running engine, which can cause a fire (a condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

1640. Plaintiffs and South Carolina Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

1641. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and South Carolina Subclass Members have been damaged in an amount to be proven at trial.

COUNT V

BREACH OF CONTRACT
(BASED ON SOUTH CAROLINA LAW)

1642. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1643. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the South State Subclass, against Defendant FCA.

1644. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1645. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

1646. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

1647. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting

or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

1648. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT VII

UNJUST ENRICHMENT

1649. Plaintiffs incorporate all paragraphs as though fully set forth herein.

1650. Plaintiffs bring this Count on behalf of the South Carolina Subclass Members against FCA.

1651. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and South Carolina Subclass Members.

1652. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than

the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and South Carolina Subclass Members.

1653. FCA enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs and South Carolina Subclass Members, who paid a higher price for their vehicles that actually had lower values.

1654. FCA has received and retained unjust benefits from the Plaintiffs and South Carolina Subclass Members, and inequity has resulted.

1655. Thus, all Plaintiffs and South Carolina Subclass Members conferred a benefit on FCA.

1656. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

1657. Because FCA concealed its fraud and deception, Plaintiffs and South Carolina Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

1658. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

1659. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and South Carolina Subclass Members in an amount to be proven at trial. Plaintiffs and South Carolina Subclass

Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

T. Claims brought on behalf of the Tennessee Subclass

COUNT I

VIOLATIONS OF THE TENNESSEE CONSUMER PROTECTION ACT (TENN. CODE § 47-18-101, *ET SEQ.*)

1660. Plaintiffs (for purposes of all Tennessee Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

1661. Plaintiffs bring this Count on behalf of the Tennessee Subclass Members against FCA.

1662. Plaintiffs and the Tennessee Class are "natural persons" and "consumers" within the meaning of Tenn. Code § 4-18-104.

1663. Defendant is engaged in "trade" or "commerce" or "consumer transactions" within the meaning of Tenn. Code § 47-18-103(9).

1664. The Tennessee Consumer Protection Act ("Tennessee CPA") prohibits "unfair or deceptive acts or practices affecting the conduct of any trade or commerce." Tenn. Code § 47-18-104.

1665. FCA's acts or practices as set forth above and herein occurred in the conduct of "trade" or "commerce" under Tenn. Code § 47-18-103(9).

1666. The Tennessee CPA prohibits deceptive business practices including but not limited to: (1) representing that the Class Vehicles have characteristics, uses, and benefits which they do not have; (2) representing that the Class Vehicles are of a particular standard, quality, and grade when they are not; (3) advertising the Class Vehicles with the intent not to sell them as advertised; (4) engaging in acts or practices which are otherwise misleading, false, or deceptive to the consumer; and (5) engaging in any unconscionable method, act, or practice in the conduct of trade or commerce.

1667. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

1668. In purchasing or leasing the Class Vehicles, Plaintiffs and the Tennessee Subclass Members were deceived by Defendant's failure to disclose

that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

1669. Plaintiffs and Tennessee Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the Tennessee Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

1670. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

1671. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to, and did in fact, deceive reasonable consumers.

1672. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Tennessee Subclass Members.

1673. Defendant knew or should have known that its conduct violated the Tennessee law regarding unfair or deceptive acts in trade or commerce.

1674. Defendant owed Plaintiffs and Tennessee Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Tennessee Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Tennessee Subclass Members that contradicted these representations.

1675. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Tennessee Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and Tennessee Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Tennessee Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because

they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Tennessee Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Tennessee Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

1676. Defendant's conduct proximately caused injuries to Plaintiffs and the Tennessee Subclass Members.

1677. Plaintiffs and the Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the Tennessee Subclass Members 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 Defendant's misrepresentations and omissions.

1678. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are

immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

1679. Pursuant to Tenn. Code § 47-18-109(a), Plaintiffs and Tennessee Subclass Members seek monetary relief against FCA measured as actual damages in an amount to be determined at trial, treble damages as a result of FCA's willful or knowing violations, and reasonable attorneys' fees, costs, and any other just and proper relief available under the Tennessee CPA.

1680. Plaintiffs and Tennessee Subclass Members also seek punitive damages against FCA because FCA's conduct evidences an extreme deviation from reasonable standards. Defendant's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON TENNESSEE LAW)

1681. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1682. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Tennessee State Subclass, against Defendant FCA.

1683. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon the common law in each state.

1684. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1685. FCA intentionally concealed that the Class Vehicles are defective.

1686. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

1687. Defendant knew about the defect in the Class Vehicles when these representations were made.

1688. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

1689. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

1690. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

1691. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

1692. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

1693. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

1694. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known and/or accessible only to Defendant, because Defendant had exclusive knowledge as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

1695. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

1696. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

1697. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

1698. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect, and/or would have taken other affirmative steps in light of the information concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

1699. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

1700. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler

defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

1701. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

1702. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class Members' rights and the representations that Defendant made to them, in order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (TENN. CODE § 47-2-314)

1703. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

1704. Plaintiffs bring this Count on behalf of the Tennessee Subclass Members against FCA.

1705. FCA was a merchant with respect to motor vehicles within the meaning of the Tenn. Code § 47-2-314.

1706. Under Tenn. Code § 47-2-314, a warranty that the Class Vehicles were in merchantable condition was implied by law in the transactions when Plaintiffs and Tennessee Subclass Members purchased or leased their Class Vehicles from FCA.

1707. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

1708. Plaintiffs and Tennessee Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

1709. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and Tennessee Subclass Members have been damaged in an amount to be proven at trial.

COUNT IV

BREACH OF CONTRACT
(BASED ON TENNESSEE LAW)

1710. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1711. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Tennessee Subclass.

1712. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1713. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

1714. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have

purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

1715. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

1716. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT V

UNJUST ENRICHMENT

1717. Plaintiffs incorporate all paragraphs as though fully set forth herein.

1718. Plaintiffs bring this Count on behalf of the Tennessee Subclass Members against FCA.

1719. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and Tennessee Subclass Members.

1720. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and Tennessee Subclass Members.

1721. FCA enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs and Tennessee Subclass Members, who paid a higher price for their vehicles that actually had lower values.

1722. FCA has received and retained unjust benefits from the Plaintiffs and Tennessee Subclass Members, and inequity has resulted.

1723. Thus, all Plaintiffs and Tennessee Subclass Members conferred a benefit on FCA.

1724. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

1725. Because FCA concealed its fraud and deception, Plaintiffs and Tennessee Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

1726. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

1727. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and Tennessee Subclass Members in an amount to be proven at trial. Plaintiffs and Tennessee Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

U. Claims brought on behalf of the Texas Subclass

COUNT I

VIOLATIONS OF THE DECEPTIVE TRADE PRACTICES AND CONSUMER PROTECTION ACT (TEX. BUS. & COM. CODE §§ 17.41, *ET SEQ.*)

1728. Plaintiffs (for purposes of all Texas Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

1729. Plaintiffs bring this Count on behalf of the Texas Subclass Members against FCA.

1730. Defendant, Plaintiffs, and the Texas Subclass Members are each "persons" as defined by Tex. Bus. & Com. Code § 17.45(3). The Vehicles are "goods" under Tex. Bus. & Com. Code § 17.45(1). Plaintiffs and the other Texas Subclass Members are "consumers" as defined in Tex. Bus. & Com. Code § 17.45(4). FCA has at all relevant times engaged in "trade" and "commerce" as

defined in Tex. Bus. & Com. Code § 17.45(6), by advertising, offering for sale, selling, leasing, and/or distributing the Vehicles in Texas, directly or indirectly affecting Texas citizens through that trade and commerce. Texas Plaintiffs and the Texas Subclass Members are individuals 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

1731. The Texas Deceptive Trade Practices-Consumer Protection Act ("Texas DTPA") provides a private right of action to a consumer where the consumer suffers economic damage as the result of either (i) the use of false, misleading, or deceptive act or practice specifically enumerated in TEX. BUS. & COM. CODE § 17.46(b); or (ii) "an unconscionable action or course of action by any person." TEX. BUS. & COM. CODE § 17.50(a)(2) & (3). The Texas DTPA declares several specific actions to be unlawful, including: "(5) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not have"; "(7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another"; and "(9) advertising goods or services with intent not to sell them as advertised." An "unconscionable action or course of action" 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). As detailed herein, FCA has engaged in an unconscionable action or course of action and thereby caused economic damages to the Texas class.

1732. The Texas DTPA prohibits deceptive business practices including but not limited to: (1) representing that the Class Vehicles have characteristics, uses, and benefits which they do not have; (2) representing that the Class Vehicles are of a particular standard, quality, and grade when they are not; (3) advertising the Class Vehicles with the intent not to sell them as advertised; (4) engaging in acts or practices which are otherwise misleading, false, or deceptive to the consumer; and (5) engaging in any unconscionable method, act, or practice in the conduct of trade or commerce.

1733. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact

with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

1734. In purchasing or leasing the Class Vehicles, Plaintiffs and the Texas Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

1735. Plaintiffs and Texas Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the Texas Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

1736. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

1737. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to, and did in fact, deceive reasonable consumers.

1738. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Texas Subclass Members.

1739. Defendant knew or should have known that its conduct violated the Texas law regarding unfair or deceptive acts in trade or commerce.

1740. Defendant owed Plaintiffs and Texas Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Texas Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Texas Subclass Members that contradicted these representations.

1741. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Texas Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and Texas Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to

Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Texas Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Texas Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Texas Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

1742. Defendant's conduct proximately caused injuries to Plaintiffs and the Texas Subclass Members.

1743. Plaintiffs and the Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the Texas Subclass Members 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 Defendant's misrepresentations and omissions.

1744. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

1745. Plaintiffs and the other Texas Subclass Members sustained damages as a result of FCA's unlawful acts and are, therefore, entitled to damages and other relief as provided under the Texas DTPA, including out-of-pocket and/or benefit of the bargain, attorneys' fees, and any other just and proper relief available under the Texas DTPA.

1746. Plaintiffs and Texas Subclass Members also seek punitive damages against FCA because FCA's conduct evidences an extreme deviation from reasonable standards. Defendant's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages. Plaintiffs and the other Texas Subclass Members should be awarded three times the amount of their economic damages because FCA intentionally concealed and failed to disclose the defective nature of the Vehicles.

1747. On December 1, 2020, in accordance with Tex. Bus. & Code Ann. § 17.505, Plaintiffs' counsel, on behalf of Plaintiffs and Texas Subclass Members, sent a letter to FCA with notice of their allegations regarding FCA's violations of the DTPA relating to the Class Vehicles and Plaintiffs' demand that FCA correct or agree to correct the actions described therein. More than thirty days have passed since Plaintiffs' counsel sent that letter and FCA has failed to correct or agree to correct the actions described therein. Plaintiffs therefore seek compensatory and monetary damages to which Plaintiffs and Texas Subclass Members are entitled.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON TEXAS LAW)

1748. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1749. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Texas State Subclass, against Defendant FCA.

1750. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon the common law in each state.

1751. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1752. FCA intentionally concealed that the Class Vehicles are defective.

1753. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

1754. Defendant knew about the defect in the Class Vehicles when these representations were made.

1755. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

1756. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

1757. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as

well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

1758. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

1759. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

1760. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

1761. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known and/or accessible only to Defendant, because Defendant had exclusive knowledge

as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

1762. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

1763. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

1764. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

1765. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect, and/or would have taken other affirmative steps in light of the information

concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

1766. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

1767. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

1768. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

1769. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class Members' rights and the representations that Defendant made to them, in

order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (TEX. BUS. & COM. CODE § 2.314)

1770. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

1771. Plaintiffs bring this Count on behalf of the Texas Subclass Members against FCA.

1772. FCA was a merchant with respect to motor vehicles within the meaning of the Tex. Bus. & Com. Code § 2.104.

1773. Under Tex. Bus. & Com. Code § 2.314, a warranty that the Class Vehicles were in merchantable condition was implied by law in the transactions when Plaintiffs and Texas Subclass Members purchased or leased their Class Vehicles from FCA.

1774. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a

condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

1775. Plaintiffs and Texas Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

1776. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and Texas Subclass Members have been damaged in an amount to be proven at trial.

COUNT IV

BREACH OF CONTRACT (BASED ON TEXAS LAW)

1777. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1778. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Texas Subclass.

1779. As set forth above, Plaintiffs and the putative Class Members have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1780. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

1781. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

1782. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

1783. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT V

UNJUST ENRICHMENT

1784. Plaintiffs incorporate all paragraphs as though fully set forth herein.

1785. Plaintiffs bring this Count on behalf of the Texas Subclass Members against FCA.

1786. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and Texas Subclass Members.

1787. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and Texas Subclass Members.

1788. FCA enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs and Texas Subclass Members, who paid a higher price for their vehicles that actually had lower values.

1789. FCA has received and retained unjust benefits from the Plaintiffs and Texas Subclass Members, and inequity has resulted.

1790. Thus, all Plaintiffs and Texas Subclass Members conferred a benefit on FCA.

1791. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

1792. Because FCA concealed its fraud and deception, Plaintiffs and Texas Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

1793. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

1794. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and Texas Subclass Members in an amount to be proven at trial. Plaintiffs and Texas Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

V. Claims brought on behalf of the Utah Subclass

COUNT I

VIOLATIONS OF THE UTAH CONSUMER SALES PRACTICES ACT (UTAH CODE ANN. § 13-11-1, *ET SEQ.*)

1795. Plaintiffs (for purposes of all Utah Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

1796. Plaintiffs bring this Count on behalf of the Utah Subclass Members against FCA.

1797. Defendant FCA qualifies as a "supplier" under the Utah Consumer Sales Practices Act ("Utah CSPA"). Utah Code Ann. § 13-11-3.

1798. Plaintiffs and the Utah Subclass members are "persons" under Utah Code Ann. § 13-11-5. Sales and leases of the Class Vehicles to Plaintiffs and the Utah Subclass members are "consumer transactions" within the meaning of Utah Code Ann. § 13-11-3(2).

1799. The Utah CSPA makes unlawful any "deceptive act or practice by a supplier in connection with a consumer transaction" under Utah Code Ann. § 13-11-4. Specifically, "a supplier commits a deceptive act or practice if the supplier knowingly or intentionally: (a) indicates that the subject of a consumer transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits, if it has not" or "(b) indicates that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not." Utah Code

Ann. § 13-11-4. "An unconscionable act or practice by a supplier in connection with a consumer transaction" also violates the Utah CSPA. Utah Code Ann. § 13-11-5. FCA committed deceptive acts or practices in the conduct of trade or commerce, by, among other things: (a) engaging in unconscionable acts; (b) representing that the Class Vehicles have characteristics, uses, benefits, and qualities which they do not have; and (c) representing that the Class Vehicles are of a particular standard, quality, and grade when they are not.

1800. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

1801. In purchasing or leasing the Class Vehicles, Plaintiffs and the Utah Subclass Members were deceived by Defendant's failure to disclose that normal

use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

1802. Plaintiffs and Utah Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the Utah Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

1803. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

1804. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to and did in fact deceive reasonable consumers.

1805. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Utah Subclass Members.

1806. Defendant knew or should have known that its conduct violated the Utah CSPA.

1807. Defendant owed Plaintiffs and Utah Subclass Members a duty to disclose the truth about the EGR Cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Utah Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Utah Subclass Members that contradicted these representations.

1808. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Utah Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and Utah Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Utah Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Utah

Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Utah Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

1809. Defendant's conduct proximately caused injuries to Plaintiffs and the Utah Subclass members.

1810. Plaintiffs and the Subclass members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the Utah Subclass members 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 Defendant's misrepresentations and omissions.

1811. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest and offends public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

1812. Pursuant to UTAH CODE ANN. § 13-11-4, Utah Plaintiff 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 $2,000 for each Plaintiff; reasonable attorneys' fees; and any other just and proper relief available under the Utah CSPA.

1813. Plaintiffs and Utah Subclass Members also seek punitive damages against FCA because FCA's conduct evidences an extreme deviation from reasonable standards. Defendant's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON UTAH LAW)

1814. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1815. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Utah State Subclass, against Defendant FCA.

1816. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon common law in each state.

1817. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1818. FCA intentionally concealed that the Class Vehicles are defective.

1819. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

1820. Defendant knew about the defect in the Class Vehicles when these representations were made.

1821. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

1822. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

1823. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant

touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

1824. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

1825. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

1826. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

1827. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known

and/or accessible only to Defendant, because Defendant had exclusive knowledge as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

1828. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

1829. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

1830. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

1831. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect,

and/or would have taken other affirmative steps in light of the information concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

1832. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

1833. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

1834. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

1835. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and

Class Members' rights and the representations that Defendant made to them in order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (UTAH CODE ANN. § 70A-2-314)

1836. incorporate by reference all paragraphs as though fully set forth herein.

1837. Plaintiffs bring this Count on behalf of the Utah Subclass members against FCA.

1838. FCA is a merchant with respect to motor vehicles within the meaning of the Utah Code Ann. § 70A-2-314.

1839. Pursuant to Utah Code Ann. § 70A-2-314, a warranty that the Class Vehicles were in merchantable condition was implied by law in the transactions when Plaintiffs and Utah Subclass members purchased or leased their Class Vehicles from FCA.

1840. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a

condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

1841. Plaintiffs and Utah Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

1842. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and Utah Subclass Members have been damaged in an amount to be proven at trial.

COUNT IV

BREACH OF CONTRACT
(BASED ON UTAH LAW)

1843. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1844. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Utah Subclass.

1845. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1846. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

1847. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

1848. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

1849. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT V

UNJUST ENRICHMENT

1850. Plaintiffs incorporate all paragraphs as though fully set forth herein.

1851. Plaintiffs bring this Count on behalf of the Utah Subclass Members against FCA.

1852. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and Utah Subclass Members.

1853. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and Utah Subclass Members.

1854. FCA enjoyed the benefit of increased financial gains to the detriment of Plaintiffs and Utah Subclass Members, who paid a higher price for their vehicles that actually had lower values.

1855. FCA has received and retained unjust benefits from the Plaintiffs and Utah Subclass Members, and inequity has resulted.

1856. Thus, all Plaintiffs and Utah Subclass Members conferred a benefit on FCA.

1857. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

1858. Because FCA concealed its fraud and deception, Plaintiffs and Utah Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

1859. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

1860. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and Utah Subclass Members in an amount to be proven at trial. Plaintiffs and Utah Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

W. Claims brought on behalf of the Virginia Subclass

COUNT I

VIOLATION OF THE VIRGINIA CONSUMER PROTECTION ACT (VA. CODE ANN. §§ 59.1-196, *ET SEQ.*)

1861. Plaintiffs (for purposes of all Virginia Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

1862. Plaintiffs bring this Count on behalf of the Virginia Subclass Members against FCA.

1863. FCA, Plaintiffs, and the Virginia Subclass members are "persons" within the meaning of Va. Code Ann. § 59.1-198.

1864. FCA was and is a "supplier" within the meaning of Va. Code Ann. § 59.1-198.

1865. The Class Vehicles and the defective EGR coolers installed in them are "goods" within the meaning of Va. Code Ann. § 59.1-198.

1866. FCA was and is engaged in "consumer transactions" within the meaning of Va. Code Ann. § 59.1-198.

1867. The Virginia Consumer Protection Act ("Virginia CPA") prohibits "fraudulent acts or practices committed by a supplier in connection with a consumer transaction[.]" Va. Code Ann. § 59.1-200(A).

1868. In the course of its business, FCA, through its agents, employees, and/or subsidiaries, violated the Virginia CPA.

1869. FCA willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

1870. In purchasing or leasing the Class Vehicles, Plaintiffs and the Virginia Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

1871. Plaintiffs and Virginia Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the Virginia Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the

Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

1872. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

1873. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to, and did in fact, deceive reasonable consumers.

1874. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Virginia Subclass Members.

1875. Defendant knew or should have known that its conduct violated the Virginia law regarding unfair or deceptive acts in trade or commerce.

1876. Defendant owed Plaintiffs and Virginia Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Virginia Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Virginia Subclass Members that contradicted these representations.

1877. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Virginia Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and Virginia Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Virginia Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Virginia Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Virginia Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

1878. Defendant's conduct proximately caused injuries to Plaintiffs and the Virginia Subclass Members.

1879. Plaintiffs and the Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the Virginia Subclass Members 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 Defendant's misrepresentations and omissions.

1880. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

1881. Pursuant to Va. Code Ann. § 59.1-204(A)–(B), Plaintiffs and the Virginia Subclass members seek an order enjoining FCA's unfair or deceptive acts or practices and awarding damages and any other just and proper relief available under the Virginia CPA.

1882. Plaintiffs and Virginia Subclass Members also seek punitive damages against FCA because FCA's conduct evidences an extreme deviation from

reasonable standards. Defendant's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON VIRGINIA LAW)

1883. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1884. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Virginia State Subclass, against Defendant FCA.

1885. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon common law in each state.

1886. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1887. FCA intentionally concealed that the Class Vehicles are defective.

1888. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would

perform and operate in a safe manner. FCA further affirmatively misrepresented to Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

1889. Defendant knew about the defect in the Class Vehicles when these representations were made.

1890. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

1891. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

1892. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

1893. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

1894. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

1895. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

1896. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known and/or accessible only to Defendant, because Defendant had exclusive knowledge as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

1897. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental

system defect that would affect the safety, quality, and reliability of the Class Vehicles.

1898. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

1899. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

1900. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect, and/or would have taken other affirmative steps in light of the information concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

1901. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are

diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

1902. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

1903. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

1904. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class Members' rights and the representations that Defendant made to them in order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (VA. CODE ANN. §§ 8.2-314 AND 8.2A-212)

1905. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

1906. Plaintiffs bring this Count on behalf of the Virginia Subclass Members against FCA.

1907. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which such goods are used is implied by law pursuant to Va. Code Ann. §§ 8.2-314 and 8.2A-212.

1908. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

1909. Plaintiffs and Virginia Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform

Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

1910. FCA is and was at all relevant times a "merchant" with respect to motor vehicles under Va. Code Ann. §§ 8.2-104(1) and 8.2A-103(1)(t), and "seller" of motor vehicles under § 8.2-103(1)(d).

1911. With respect to leases, FCA is and was at all relevant times a "lessor" of motor vehicles under Va. Code Ann. § 8.2A-103(1)(p).

1912. All Virginia Subclass members who purchased a Class Vehicle in Virginia are "buyers" within the meaning of Va. Code Ann. § 8-2-313(1).

1913. All Virginia Subclass members who leased a Class Vehicles in Virginia are "lessees" within the meaning of Va. Code Ann. § 8-2A-103(1)(n).

1914. The Class Vehicles are and were at all relevant times "goods" within the meaning of Va. Code Ann. §§ 8.2-105(1) and 8.2A-103(1)(h).

1915. Plaintiffs and the Virginia Subclass members have provided FCA with reasonable notice and opportunity to cure its breach of the implied warranty of merchantability by way of the numerous NHTSA complaints filed against them, and notice letters sent to FCA US LLC by the Virginia Subclass members within a reasonable amount of time after the EGR cooler defect became public. Notice letters were sent on October 28, 2020, and January 7, 2021.

1916. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1917. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and the Virginia Subclass members have been damaged in an amount to be proven at trial.

COUNT IV

BREACH OF CONTRACT (BASED ON VIRGINIA LAW)

1918. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1919. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Virginia Subclass.

1920. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1921. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

1922. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

1923. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

1924. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT V

UNJUST ENRICHMENT

1925. Plaintiffs incorporate all paragraphs as though fully set forth herein.

1926. Plaintiffs bring this Count on behalf of the Virginia Subclass Members against FCA.

1927. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and Virginia Subclass Members.

1928. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and Virginia Subclass Members.

1929. FCA enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs and Virginia Subclass Members, who paid a higher price for their vehicles that actually had lower values.

1930. FCA has received and retained unjust benefits from the Plaintiffs and Virginia Subclass Members, and inequity has resulted.

1931. Thus, all Plaintiffs and Virginia Subclass Members conferred a benefit on FCA.

1932. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

1933. Because FCA concealed its fraud and deception, Plaintiffs and Virginia Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

1934. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

1935. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and Virginia Subclass Members in an amount to be proven at trial. Plaintiffs and Virginia Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

X. Claims brought on behalf of the Washington Subclass

COUNT I

VIOLATIONS OF THE WASHINGTON CONSUMER PROTECTION ACT (REV. CODE WASH. §§ 19.86.010, *ET SEQ.*)

1936. Plaintiffs (for purposes of all Washington Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

1937. Plaintiffs bring this Count on behalf of the Washington Subclass Members against FCA.

1938. Defendant, Plaintiffs, and the Washington Subclass Members are each "person[s]" as defined under the Washington Consumer Protection Act ("Washington CPA"). RCW § 19.86.010(1).

1939. The Washington CPA provides: "Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." RCW § 19.86.020.

1940. FCA's acts or practices as set forth above and herein occurred in the conduct of "trade" or "commerce" under RCW § 19.86.010(2).

1941. The Washington CPA prohibits deceptive business practices including but not limited to: (1) representing that the Class Vehicles have characteristics, uses, and benefits which they do not have; (2) representing that the Class Vehicles are of a particular standard, quality, and grade when they are not; (3) advertising the Class Vehicles with the intent not to sell them as advertised; (4) engaging in acts or practices which are otherwise misleading, false, or deceptive to the consumer; and (5) engaging in any unconscionable method, act, or practice in the conduct of trade or commerce.

1942. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in

light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

1943. In purchasing or leasing the Class Vehicles, Plaintiffs and the Washington Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

1944. Plaintiffs and Washington Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the Washington Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

1945. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

1946. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to, and did in fact, deceive reasonable consumers.

1947. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Washington Subclass Members.

1948. Defendant knew or should have known that its conduct violated the Washington law regarding unfair or deceptive acts in trade or commerce.

1949. Defendant owed Plaintiffs and Washington Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Washington Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Washington Subclass Members that contradicted these representations.

1950. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Washington Subclass Members' reliance on these material representations, FCA had a duty to disclose to

Plaintiffs and Washington Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Washington Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Washington Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Washington Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

1951. Defendant's conduct proximately caused injuries to Plaintiffs and the Washington Subclass Members.

1952. Plaintiffs and the Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of

Defendant's conduct, Plaintiffs and the Washington Subclass Members 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 Defendant's misrepresentations and omissions.

1953. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

1954. FCA is liable to Plaintiffs and Washington Subclass Members for damages in an amount to be determined at trial including attorneys' fees, costs, and treble damages up to $25,000 as well as any other just and proper relief the Court deems appropriate under Wash. Rev. Code Ann. § 19.86.090.

1955. Plaintiffs and Washington Subclass Members also seek punitive damages against FCA because FCA's conduct evidences an extreme deviation from reasonable standards. Defendant's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

1956. Pursuant to Wash. Rev. Code § 19.86.095, Plaintiffs will serve the Washington Attorney General with a copy of this Complaint as Plaintiffs and the Washington Class Members seek injunctive relief.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON WASHINGTON LAW)

1957. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1958. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Washington State Subclass, against Defendant FCA.

1959. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon the common law in each state.

1960. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1961. FCA intentionally concealed that the Class Vehicles are defective.

1962. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to

Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

1963. Defendant knew about the defect in the Class Vehicles when these representations were made.

1964. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

1965. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

1966. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

1967. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

1968. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were

false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

1969. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

1970. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known and/or accessible only to Defendant, because Defendant had exclusive knowledge as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

1971. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

1972. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

1973. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

1974. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect, and/or would have taken other affirmative steps in light of the information concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

1975. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the

EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

1976. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

1977. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

1978. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class Members' rights and the representations that Defendant made to them, in order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (REV. CODE WASH. § 62A.2-314)

1979. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

1980. Plaintiffs bring this Count on behalf of the Washington Subclass Members against FCA.

1981. FCA was a merchant with respect to motor vehicles with respect to the Class Vehicles.

1982. A warranty that the Class Vehicles were in merchantable condition is implied by law pursuant to Rev. Code Wash. § 62A.2-314.

1983. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

1984. Washington Plaintiffs have had sufficient dealings with either FCA or its agents (dealerships) to establish privity of contract. Privity is not required in this case because Plaintiffs and the Washington Class Members are intended third-party beneficiaries of contracts between FCA and its dealers; specifically, they are the intended beneficiaries 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 ultimate consumers only.

1985. Plaintiffs and Washington Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

1986. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and Washington Subclass Members have been damaged in an amount to be proven at trial.

COUNT IV

BREACH OF CONTRACT
(BASED ON WASHINGTON LAW)

1987. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

1988. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Washington Subclass.

1989. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

1990. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

1991. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

1992. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

1993. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT V

UNJUST ENRICHMENT

1994. Plaintiffs incorporate all paragraphs as though fully set forth herein.

1995. Plaintiffs bring this Count on behalf of the Washington Subclass Members against FCA.

1996. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and Washington Subclass Members.

1997. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and Washington Subclass Members.

1998. FCA enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs and Washington Subclass Members, who paid a higher price for their vehicles that actually had lower values.

1999. FCA has received and retained unjust benefits from the Plaintiffs and Washington Subclass Members, and inequity has resulted.

2000. Thus, all Plaintiffs and Washington Subclass Members conferred a benefit on FCA.

2001. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

2002. Because FCA concealed its fraud and deception, Plaintiffs and Washington Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

2003. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

2004. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and Washington Subclass Members in an amount to be proven at trial. Plaintiffs and Washington Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

Y. Claims brought on behalf of the Wisconsin Subclass

COUNT I

VIOLATION OF THE WISCONSIN DECEPTIVE TRADE PRACTICES ACT (WIS. STAT. § 100.18, *ET SEQ.*)

2005. Plaintiffs (for purposes of all Wisconsin Subclass Member Counts) incorporate by reference all paragraphs as though fully set forth herein.

2006. Plaintiffs bring this Count on behalf of the Wisconsin Subclass Members against FCA.

2007. FCA is a "person, firm, corporation, or association" within the meaning of Wis. Stat. § 100.18(1).

2008. Plaintiffs and the Wisconsin Subclass Members are members of "the public" within the meaning of Wis. Stat. § 100.18(1).

2009. Class Vehicles and the defective EGR coolers installed in them are "merchandise" within the meaning of Wis. Stat. § 100.18(1).

2010. The Wisconsin Deceptive Trade Practices Act ("Wisconsin DTPA") prohibits any "assertion, representation or statement of fact which is untrue, deceptive or misleading." Wis. Stat. § 100.18(1).

2011. FCA violated the Wisconsin DTPA by making assertions, representations and statements of fact which are untrue, deceptive or misleading, as prohibited by Wis. Stat. § 100.18(1).

2012. In the course of Defendant's business, it willfully failed to disclose and actively concealed that the EGR cooler was defective, such that normal use of the Class Vehicles would cause coolant to leak and disperse throughout the vehicle's engine, leading to catastrophic engine failure and a fire. Particularly in light of Defendant's advertising campaign, a reasonable American consumer would expect the Class Vehicles to be durable. Accordingly, Defendant engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission in connection with the sale of the Class Vehicles.

2013. In purchasing or leasing the Class Vehicles, Plaintiffs and the Wisconsin Subclass Members were deceived by Defendant's failure to disclose that normal use of the Class Vehicles causes coolant to leak and disperse into the engine, leading to catastrophic engine failure and a vehicle fire.

2014. Plaintiffs and Wisconsin Subclass Members reasonably relied upon Defendant's false misrepresentations. They had no way of knowing that Defendant's representations were false and gravely misleading. As alleged herein, Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and the Wisconsin Subclass Members did not, and could not, unravel Defendant's deception on their own as the Class Vehicle's EGR cooler is an internal part in the

Class Vehicles and Plaintiffs were not aware of the defective nature of the EGR cooler prior to purchase or lease.

2015. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

2016. Defendant's deception, fraud, misrepresentation, concealment, suppression, or omission of material facts were likely to, and did in fact, deceive reasonable consumers.

2017. Defendant intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Wisconsin Subclass Members.

2018. Defendant knew or should have known that its conduct violated the Wisconsin law regarding unfair or deceptive acts in trade or commerce.

2019. Defendant owed Plaintiffs and Wisconsin Subclass Members a duty to disclose the truth about the EGR cooler defect because Defendant:

a. Possessed exclusive knowledge of the design of the Class Vehicles and the tendency of EGR coolers to crack, including warranty claims relating to cracked EGR coolers;

b. Intentionally concealed the foregoing from Plaintiffs and the Wisconsin Subclass Members; and/or

c. Made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Wisconsin Subclass Members that contradicted these representations.

2020. Due to its specific and superior knowledge that the EGR coolers in the Class Vehicles can crack, its false representations regarding the increased durability of the Class Vehicles, and Plaintiffs' and Wisconsin Subclass Members' reliance on these material representations, FCA had a duty to disclose to Plaintiffs and Wisconsin Subclass Members that the EGR coolers were defective, that Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines, that failure of the EGR cooler will cause damage to Class Vehicles' engines and engine systems and could pose a safety hazard due to fire, and that Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Plaintiffs and Wisconsin Subclass Members, FCA had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and Wisconsin Subclass Members. Longevity, durability, performance, and safety are material concerns to diesel truck consumers. FCA represented to Plaintiffs and Wisconsin Subclass Members that they were purchasing or leasing vehicles that were free from defect, when in fact a cracked EGR cooler can create a ticking time bomb and leak coolant into a running engine, and it is only a matter of time before catastrophic failure occurs. Defendant also later represented that a fix was available for the EGR cooler defect.

2021. Defendant's conduct proximately caused injuries to Plaintiffs and the Wisconsin Subclass Members.

2022. Plaintiffs and the Subclass Members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct, Plaintiffs and the Wisconsin Subclass Members 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 Defendant's misrepresentations and omissions.

2023. Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest as their actions offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

2024. Pursuant to Wis. Stat. § 100.18(11)(b)(2), Plaintiffs and Class members seek an order enjoining FCA's unfair or deceptive acts or practices and awarding damages and any other just and proper relief available under the DTPA.

2025. Plaintiffs and Wisconsin Subclass Members also seek punitive damages against FCA because FCA's conduct evidences an extreme deviation from reasonable standards. Defendant's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

COUNT II

FRAUDULENT CONCEALMENT (BASED ON WISCONSIN LAW)

2026. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

2027. Plaintiffs bring this count individually and on behalf of the Nationwide Class or, in the alternative, on behalf of the Wisconsin State Subclass, against Defendant FCA.

2028. The law of fraudulent concealment is substantially similar in each state such that this claim can be brought nationwide based upon common law in each state.

2029. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

2030. FCA intentionally concealed that the Class Vehicles are defective.

2031. As alleged above, FCA further affirmatively misrepresented to Plaintiffs, in advertising and other forms of communication, including standard and uniform material provided with each Class Vehicle and on its website, that the Class Vehicles they were selling had no significant defects, that the Class Vehicles were safe, reliable, durable, and of high quality, and that the Class Vehicles would perform and operate in a safe manner. FCA further affirmatively misrepresented to

Plaintiffs that a recall fix was readily available for the Class Vehicles when it was not.

2032. Defendant knew about the defect in the Class Vehicles when these representations were made.

2033. The Class Vehicles purchased by Plaintiffs and Class Members contained defective EGR coolers.

2034. Defendant had a duty to disclose that the Class Vehicles contained a fundamental defect, as alleged herein, because Plaintiffs and Class Members relied on Defendant's material representations.

2035. As alleged herein, at all relevant times, Defendant has held out the Class Vehicles to be free from defects such as the EGR cooler defect. Defendant touted and continues to tout the many benefits and advantages of the Class Vehicles, but nonetheless failed to disclose important facts related to the defect as well as the subsequent recall. This made Defendant's other disclosures about the Class Vehicles deceptive.

2036. The truth about the defective Class Vehicles was known only to Defendant; Plaintiffs and Class Members did not know of these facts and Defendant actively concealed these facts from Plaintiffs and Class Members.

2037. Plaintiffs and Class Members reasonably relied upon Defendant's deception. They had no way of knowing that Defendant's representations were

false, misleading, or incomplete. As consumers, Plaintiffs and Class Members did not, and could not, unravel Defendant's deception on their own. Rather, Defendant intended to deceive Plaintiffs and Class Members by concealing the true facts about the presence of a defect in the Class Vehicles and concealing true facts about the subsequent recall of the Class Vehicles.

2038. Defendant's false representations and omissions were material to consumers because they concerned the safety of the Class Vehicles, which played a significant role in the value of the Class Vehicles.

2039. Defendant had a duty to disclose the EGR cooler defect and violations with respect to the Class Vehicles, as well as the lack of a remedy, because they concerned the safety of the Class Vehicles, the details of the true facts were known and/or accessible only to Defendant, because Defendant had exclusive knowledge as to such facts, and because Defendant knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members.

2040. Defendant also had a duty to disclose because it made general affirmative representations about the safety and dependability of the Class Vehicles without telling consumers that the Class Vehicles had a fundamental system defect that would affect the safety, quality, and reliability of the Class Vehicles.

2041. Defendant's disclosures were misleading, deceptive, and incomplete because they failed to inform consumers of the additional facts regarding the EGR cooler defect and recall as set forth herein. These omitted and concealed facts were material because they directly impact the safety and value of the Class Vehicles purchased by Plaintiffs and Class Members.

2042. Defendant has still not made full and adequate disclosures and continues to defraud Plaintiffs and Class Members by concealing material information regarding the defect and recall of the Class Vehicles.

2043. Plaintiffs and Class Members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts in that they would not have purchased or paid as much for the Class Vehicles with the EGR cooler defect, and/or would have taken other affirmative steps in light of the information concealed from them. Plaintiffs' and Class Members' actions were justified. Defendant was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Class Members.

2044. Because of the concealment and/or suppression of facts, Plaintiffs and Class Members sustained damage because they own Class Vehicles that are diminished in value as a result of Defendant's concealment of the true safety and quality of the Class Vehicles. Had Plaintiffs and Class Members been aware of the

EGR cooler defect, and Defendant's disregard for the truth, Plaintiffs and Class Members would have paid less for their Class Vehicles or would not have purchased them at all.

2045. The value of Plaintiffs' and Class Members' Class Vehicles have diminished as a result of Defendant's fraudulent concealment of the EGR cooler defect, which has made any reasonable consumer reluctant to purchase a Class Vehicle, let alone pay what otherwise would have been fair market value for the Class Vehicle.

2046. Accordingly, Defendant is liable to Plaintiffs and Class Members for damages in an amount to be proven at trial.

2047. Defendant's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class Members' rights and the representations that Defendant made to them in order to enrich Defendant. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (WIS. STAT. §§ 402.314 AND 411.212)

2048. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

2049. Plaintiffs bring this Count on behalf of the Wisconsin Subclass Members against FCA.

2050. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which such goods are used is implied by law pursuant to Wis. Stat. §§ 402.314 and 411.212.

2051. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which vehicles are used. Specifically, the EGR coolers are defective as they can crack, leading coolant to leak into a running engine, which can cause a fire (a condition that FCA knew would occur prior to the design and sale of the Class Vehicles), thereby causing an increased likelihood of serious injury or death.

2052. Plaintiffs and Wisconsin Subclass Members did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Subclass. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable.

2053. FCA is and was at all relevant times a "merchant" with respect to motor vehicles under Wis. Stat. §§ 402.104(3) and 411.103(1)(t), and "seller" of motor vehicles under § 402.103(1)(d).

2054. With respect to leases, FCA is and was at all relevant times a "lessor" of motor vehicles under Wis. Stat. § 411.103(1)(p).

2055. All Class members who purchased a Class Vehicle in Wisconsin are "buyers" within the meaning of Wis. Stat. § 402.103(1)(a).

2056. All Class members who leased a Class Vehicle in Wisconsin are "lessees" within the meaning of Wis. Stat. § 411.103(1)(n).

2057. The Class Vehicles were at all relevant times "goods" within the meaning of Wis. Stat. §§ 402.105(1)(c) and 411.103(1)(h).

2058. Plaintiffs and the Wisconsin Subclass members have provided FCA with reasonable notice and opportunity to cure its breach of the implied warranty of merchantability by way of the numerous NHTSA complaints filed against them, and a notice letter sent to FCA US LLC by the Wisconsin Subclass members within a reasonable amount of time after the EGR cooler defect became public. A notice letter was sent on January 7, 2021.

2059. Alternatively, any opportunity to cure the breach is unnecessary and futile.

2060. As a direct and proximate result of FCA's breach of the implied warranty of merchantability, Plaintiffs and Class members have been damaged in an amount to be proven at trial.

COUNT IV

BREACH OF CONTRACT
(BASED ON WISCONSIN LAW)

2061. Plaintiffs incorporate by reference all allegations as though fully set forth herein.

2062. Plaintiffs assert this Count on behalf of themselves and the Nationwide Class and the Wisconsin Subclass.

2063. As set forth above, Plaintiffs and the putative Class have suffered from a defect that existed in the Class Vehicles at the time of purchase.

2064. FCA's misrepresentations and omissions alleged herein, including, but not limited to, FCA's concealment and suppression of material facts concerning the durability, performance, and quality of the Class Vehicles, and FCA's affirmative misrepresentations touting the increased durability and performance qualities of the Class Vehicles, caused Plaintiffs and Class Members to make their purchases or leases of their Trucks.

2065. Absent those misrepresentations and omissions, Plaintiffs and Class Members would not have purchased or leased these Trucks, would not have purchased or leased these Trucks at the prices they paid, and/or would have

purchased or leased a different vehicle that did not contain the defective EGR cooler. Accordingly, Plaintiffs and the other Subclass Members overpaid for their Trucks and did not receive the benefit of the bargain.

2066. Each and every sale or lease of a Truck constitutes a contract between FCA and the purchaser or lessee. FCA breached these contracts by selling or leasing to Plaintiffs and Class Members defective Trucks and by misrepresenting or failing to disclose material facts concerning the durability and reliability of the Class Vehicles, as well as the presence of a defect in the Class Vehicles, and by affirmatively making misleading statements concerning the durability and reliability of the Class Vehicles, as well as the fact that a remedy was available for the EGR cooler defect.

2067. As a direct and proximate result of FCA's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT V

UNJUST ENRICHMENT

2068. Plaintiffs incorporate all paragraphs as though fully set forth herein.

2069. Plaintiffs bring this Count on behalf of the Wisconsin Subclass Members against FCA.

2070. This claim is pleaded in the alternative to any contract-based claim brought on behalf of Plaintiffs and Wisconsin Subclass Members.

2071. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the EGR cooler and the Class Vehicles and the concealment thereof, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value and FCA, therefore, obtained monies that rightfully belong to Plaintiffs and Wisconsin Subclass Members.

2072. FCA enjoyed the benefit of increased financial gains to the detriment of Plaintiffs and Wisconsin Subclass Members, who paid a higher price for their vehicles that actually had lower values.

2073. FCA has received and retained unjust benefits from the Plaintiffs and Wisconsin Subclass Members, and inequity has resulted.

2074. Thus, all Plaintiffs and Wisconsin Subclass Members conferred a benefit on FCA.

2075. It would be inequitable and unconscionable for FCA to retain these wrongfully obtained benefits.

2076. Because FCA concealed its fraud and deception, Plaintiffs and Wisconsin Subclass Members were not aware of the true facts concerning the Class Vehicles and did not benefit from FCA's misconduct.

2077. FCA knowingly accepted and retained the unjust benefits of its fraudulent conduct.

2078. As a result of FCA's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and Wisconsin Subclass Members in an amount to be proven at trial. Plaintiffs and Wisconsin Subclass Members, therefore, seek an order establishing FCA as a constructive trustee of the profits unjustly obtained, plus interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of members of the Nationwide Class, Arizona Subclass, California Subclass, Connecticut Subclass, Hawaii Subclass, Idaho Subclass, Iowa Subclass, Illinois Subclass, Kansas Subclass, Maine Subclass, Maryland Subclass, Massachusetts Subclass, Minnesota Subclass, Nevada Subclass, North Carolina Subclass, Oklahoma Subclass, Pennsylvania Subclass, South Carolina Subclass, Tennessee Subclass, Texas Subclass, Utah Subclass, Virginia Subclass, Washington Subclass, and Wisconsin Subclass, respectfully request that the Court enter judgment in his/her/their favor and against FCA as follows:

A. Certification of the proposed Nationwide Class, Arizona Subclass, California Subclass, Connecticut Subclass, Hawaii Subclass, Idaho Subclass, Iowa Subclass, Illinois Subclass, Kansas Subclass, Maine Subclass, Maryland Subclass,

Massachusetts Subclass, Minnesota Subclass, Nevada Subclass, North Carolina Subclass, Oklahoma Subclass, Pennsylvania Subclass, South Carolina Subclass, Tennessee Subclass, Texas Subclass, Utah Subclass, Virginia Subclass, Washington Subclass, and Wisconsin Subclass, including appointment of Plaintiffs' counsel as Class Counsel;

B. An order temporarily and permanently enjoining FCA from continuing unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint;

C. Injunctive relief in the form of a vehicle recall, free replacement, or buy-back program;

D. An order establishing FCA as a constructive trustee over profits wrongfully obtained, plus interest;

E. Costs, restitution, damages, including punitive damages, exemplary damages, and treble damages, and disgorgement in an amount to be determined at trial;

F. An order requiring FCA to pay both pre- and post-judgment interest on any amounts awarded;

G. Rescission of all Class Vehicle purchases or leases, including reimbursement and/or compensation of the full purchase price of all Class Vehicles, including taxes, licenses, and other fees;

H. An order requiring FCA's disgorgement of all profits wrongfully received;

I. A determination that Defendant is financially responsible for all Class notice and administration of Class relief;

J. Any and all applicable statutory and civil penalties;

K. An award of costs and attorneys' fees;

L. Leave to amend this Complaint to conform to the evidence produced in discovery and at trial; and

M. Such other or further relief as the Court may deem appropriate, just, and equitable.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial for all claims so triable.

DATED: January 11, 2021

Respectfully submitted,

/s/ Steve W. Berman

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 11, 2021, the foregoing was electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel of record.

/s/ Steve W. Berman
Steve W. Berman