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 9

10 UNITED STATES DISTRICT COURT
 11 SOUTHERN DISTRICT OF CALIFORNIA

12 ALFONSO and ARLENE MORAN,
 13 individually, and on behalf of a class
 14 of similarly situated individuals,

15 Plaintiffs,

16 v.

17 FCA US LLC, a Delaware limited
 liability company,

18 Defendant.
 19
 20
 21
 22

Case No.: 3:17-CV-02594-GPC (MDD)

Hon. Gonzalo P. Curiel

**SECOND AMENDED CLASS
 ACTION COMPLAINT FOR:**

- (1) Violations of California’s Consumers Legal Remedies Act
- (2) Violations of Unfair Competition Law
- (3) Breach of Implied Warranty pursuant to Song-Beverly Consumer Warranty Act
- (4) Breach of Implied Warranty pursuant to the Magnuson-Moss Warranty Act
- (5) Unjust Enrichment

DEMAND FOR JURY TRIAL

INTRODUCTION

1
2 1. Plaintiffs Alfonso and Arlene Moran (“Plaintiffs”) bring this action
3 for themselves and on behalf of all persons in the United States who purchased
4 or leased any 2017-present Chrysler Pacifica vehicles equipped with a 3.6-liter
5 V6 engine and a 9-speed automatic transmission (“Class Vehicles”) designed,
6 manufactured, marketed, distributed, sold, warranted and serviced by FCA US
7 LLC, a Delaware limited liability company (“FCA” or “Defendant”).

8 2. This case is brought by Plaintiffs on the basis that the Class
9 Vehicles are prone to suddenly lose power, shut off, or stall without warning (the
10 “Stalling Defect”).

11 3. On information and belief, the Stalling Defect is caused by a loss of
12 engine timing, including a loss of crankshaft position synchronization, which is
13 controlled by the Powertrain Control Module (“PCM”). In addition, faults from
14 9HP Transmission also cause the vehicle to abruptly lose power.

15 4. In January 2018, FCA issued a Safety Recall “U01” that purported
16 to address the Stalling Defect. But the recall, which is nothing more than a
17 repackaged software patch that has been available since August 2017 (“T23
18 Update”), is cold comfort to the class members. Despite having the software
19 update performed, class members, including Plaintiffs Alfonso and Arlene
20 Moran, continue to experience sudden, unexpected stalling and loss of power at
21 highway speeds.

22 5. The Moran Plaintiffs have had the unnerving experience of sudden
23 stalling several times since their purchase. Recently, with the release of Safety
24 Recall U01, they expected that the recall would address their concerns. But
25 despite taking their vehicle to FCA’s authorized dealership and having Recall
26 U01 performed, Ms. Moran’s continues to suffer the Stalling Defect. Ms. Moran
27 is justifiably fearful of using the vehicle at all, particularly for transporting her
28

1 daughter on the highway.

2 6. Class members have had the same experience. One class member,
3 writing on “PacificaForums.com,” explained the situation well:

4 **My car had the T23 in September 2017 and stalled in January**
5 **2018. @Chrysler Cares, is my car safe? I don't think so.**

6 See [http://www.pacificaforums.com/forum/474-chrysler-pacifica-minivan-](http://www.pacificaforums.com/forum/474-chrysler-pacifica-minivan-issues-problems/31322-2017-engine-stall-recall-2.html)
7 [issues-problems/31322-2017-engine-stall-recall-2.html](http://www.pacificaforums.com/forum/474-chrysler-pacifica-minivan-issues-problems/31322-2017-engine-stall-recall-2.html).

8 7. The same class member explained the situation well—class
9 members who had received the T23 software update in August 2017, and who
10 were continuing to experience stalling, were hopeful that Safety Recall U01,
11 released in January 2018, would fix the problem. They were severely
12 disappointed to learn that the recall was nothing more than T23 by another name:

13
14 1) I called the Chrysler number: 1-800-853-1403 on
15 Sunday 2/25/18 at 10:45 am, EST. Spoke with customer
16 care who told me, **“If you have had the T23 update**
[the August 2007 software update] you do not need
the U01 [recall]. They are the same software
update.”

17 2) I also chatted with a customer agent last night (Ankur)
18 who told me the same thing, “and as far as recalls as long
19 as both the recalls have been completed your vehicle is
20 safe to drive since **both recalls uses the same**
software.”

21 3) Taken from Chrysler Cares posts in this forum...“If your
22 vehicle had either of these repairs completed (the T23 or
23 TSB 18-069-17), the vehicle will NOT require the U01
24 software and the recall will show as complete. ”

25 8. FCA’s own U01 recall notice admits that, at best, the recall simply
26 provides software that makes vehicles **“less susceptible”** to a loss of engine
27 timing (crankshaft position synchronization):

28 “The recall population was determined to include
vehicles produced with engine control software that is
vulnerable to loss of crankshaft position
synchronization. Similar vehicles not affected by this
recall were built with updated engine control software

1 that is *less susceptible* to a loss of crankshaft position
2 synchronization.

3 See Part 573 Safety Recall Report, 18V-049, available at
4 <https://www.nhtsa.gov/recalls#vehicle> (enter 2017 Chrysler Pacifica and select
5 “Recalls.”) (emphasis added).

6 9. According to a petition to the National Highway Traffic Safety
7 Administration (“NHTSA”) for a defect investigation, filed by the Center for
8 Auto Safety, “[m]ore than 50 individuals have reported to NHTSA that their
9 2017 Chrysler Pacifica has lost all motive power without warning...at varying
10 speeds, ranging from while the vehicle has been sitting idle to traveling at 40
11 mph on municipal roads, to 60 miles per hour while driving in a tunnel.”¹

12 10. The owner’s manual for the 2017 Chrysler Pacifica expressly warns
13 against the dangers associated with operating the vehicle with the transmission in
14 neutral or the engine shut off: “Do not coast in NEUTRAL and never turn off the
15 ignition to coast down a hill. These are unsafe practices that limit your response
16 to changing traffic or road conditions. You might lose control of the vehicle and
17 have a collision.” (Manual at 340.) The manual also advises that “continued
18 operation” following any reduction of power to the electric power steering
19 system “could pose a safety risk to yourself and others.” (Manual at 343.)

20 11. FCA is aware of the Stalling Defect in the Class Vehicles based on
21 consumer complaints. As Eric Mayne, a spokesman for Fiat Chrysler
22 Automobiles, stated in with respect to the petition, FCA is “continuing to
23 monitor [its] vehicles and collect data.... This is ongoing.”²

24 ¹ See Adam J. Cohen, “Incoming Petition from Center for Auto Safety,”
25 Center for Auto Safety (Nov. 20, 2017), available at
26 <https://static.nhtsa.gov/odi/inv/2017/INBC-DP17003-70118.pdf> (NHTSA Action
Number: DP17003, “Open Investigation – Stall/Loss of Motive Power,” 2017
Chrysler Pacifica Van Investigations (Dec. 1, 2017).)

27 ² Patrick Olsen, “Safety Group Urges Recall of 2017 Chrysler Pacifica
28 Minivans Over Stalling Issue,” Consumer Reports (Nov. 20, 2017),
www.consumerreports.org/recalls/recall-urged-for-2017-chrysler-pacifica-

1 12. The Stalling Defect prevents the driver from operating the vehicle as
 2 intended, which results in a range of unsafe conditions, including the inability to
 3 change speed or steer, often while in traffic and at high rates of speed. For
 4 example, according to one driver’s NHTSA complaint, the engine in his Class
 5 Vehicle “stopped” while he was driving, and “[his] family was almost struck by
 6 oncoming traffic.”³ And according to a recent news report about the problem,
 7 another driver stated that his Chrysler Pacifica, with only 308 miles on the
 8 odometer, “just died” while traveling 70 miles an hour on a busy highway, and
 9 lost all electrical power, including the power steering, narrowly avoiding a
 10 collision.⁴ Another driver who reported a similar experience, driving at about 20
 11 miles per hour in traffic, explained that “[t]he car indicated that it was still on
 12 and in drive but actually was ‘completely off’...The ‘screen said, ‘Car must be
 13 in park to place in drive.’”⁵ The hazards presented – to the driver and others – by
 14 the driver’s loss of control are unreasonable.

15 13. Since at least March 2016, when the Chrysler Pacifica was released
 16 and consumers began posting complaints publicly, Defendant knew or should
 17 have known of the Stalling Defect that impairs operation of the Class Vehicles
 18 and creates significant safety risks as FCA, by its own admission, “routinely
 19 monitors the performance of its vehicles using information from multiple data
 20 streams.”⁶ On information and belief, FCA also monitors other sources of

21 [minivans-over-stall-issu/](#)

22 ³ See, 2017 Chrysler Pacifica 10/23/2017 complaint to NHTSA,
 23 Safercar.gov, *Search for Safety Problems* [http://www-
 odi.nhtsa.dot.gov/owners/SearchSafetyIssues](http://www-odi.nhtsa.dot.gov/owners/SearchSafetyIssues) (last visited Dec. 27, 2017).

24 ⁴ Neal E. Boudette, “Chrysler Pacifica Owners Say Minivans Suddenly
 25 Shut Off,” *The New York Times* (Nov. 20, 2017),
www.nytimes.com/2017/11/20/business/chrysler-pacifica.html.

26 ⁵ David P. Willis, “Chrysler Pacifica stalling frightens Berkeley driver,”
 27 *USA Today* (Dec. 1, 2017 at 1:59 pm),
[http://www.app.com/story/money/business/consumer/press-on-your-
 side/2017/12/01/chrysler-pacifica-stall/909399001/](http://www.app.com/story/money/business/consumer/press-on-your-side/2017/12/01/chrysler-pacifica-stall/909399001/).

28 ⁶ Boudette, “Chrysler Pacifica Owners Say Minivans Suddenly Shut Off,”

1 customer complaints, including online owners' forums.

2 14. Additionally, FCA knew or should have known about the Stalling
3 Defect through sources not available to consumers, including pre-market testing
4 data pertaining to the 3.6L V6 engine and its software, its repeated attempts to
5 correct the stalling defect, high failure rates and replacement part sales data,
6 consumer complaints to NHTSA (which FCA monitors), and other, aggregate
7 post-market data from FCA dealers about the problem in the Class Vehicles.

8 15. As set forth *infra*, FCA has tried repeatedly to address the Stalling
9 Defect since May of 2016, if not earlier, both in the Class Vehicles and in the
10 predecessor Jeep Grand Cherokee and Dodge Durango vehicles. On information
11 and belief, these vehicles are equipped with the same 3.6L engines and PCM
12 software as the Class Vehicles. Indeed, as shown below, when FCA eventually
13 developed the T23 Program to address the Stalling Defect that later became the
14 U01 recall, FCA included the Jeep Grand Cherokee and Dodge Durango vehicles
15 in the Program:

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_____ *supra.*

Customer Satisfaction Notification T23 EGR Valve Function

Models

| | | |
|--------------------|-------------|----------------------------|
| 2016 - 2017 | (WK) | Jeep®Grand Cherokee |
| 2016 - 2017 | (WD) | Dodge Durango |

NOTE: This campaign applies only to the above vehicles equipped with a 3.6L UPG engine (Sales Code ERC) built from May 11, 2015 through March 06, 2017 (MDH 051106 through 030623).

2017 (RU) Chrysler Pacifica

NOTE: This campaign applies only to the above vehicles equipped with a 3.6L UPG engine (Sales Code ERC, ERF) built from June 15, 2015 through March 19, 2017 (MDH 061523 through 031923).

16. On information and belief, none of FCA’s attempts to correct the PCM software or the Stalling Defect have been effectual. After having either T23 and U01 performed on their vehicles, Plaintiffs and Class Members’ vehicles continue to suffer from the Stalling Defect.

17. On information and belief, FCA and its agents knew about the Stalling Defect and failed to disclose it to Plaintiffs and Class Members.

18. Because FCA will not notify Class Members about the Stalling Defect, Plaintiffs, Class Members, and the general public remain subject to hazards that often arise without warning.

19. The Stalling Defect is inherent in each Class Vehicle and was present in each Class Vehicle at the time of sale or lease.

20. FCA knew about and concealed the Stalling Defect and its attendant hazards from Plaintiffs and Class Members, at the time of sale, lease, and repair

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1 and thereafter. In fact, instead of repairing the Stalling Defect, FCA either
2 refused to acknowledge its existence or performed repairs that simply masked
3 symptoms.

4 21. If they had known about the Stalling Defect at the time of sale or
5 lease, Plaintiffs and Class Members would not have purchased or leased the
6 Class Vehicles or would have paid less for them.

7 22. As a result of their reliance on FCA's omissions, owners and/or
8 lessees of the Class Vehicles, including Plaintiffs, suffered an ascertainable loss
9 of money, property, and/or value of their Class Vehicles.

10 THE PARTIES

11 Plaintiffs Alfonso and Arlene Moran

12 23. Plaintiffs Alfonso and Arlene Moran are California citizens who
13 reside in Fountain Valley, California.

14 24. In or around March 2017, Plaintiffs purchased a new 2017 Chrysler
15 Pacifica from Glenn Thomas Dodge Chrysler Jeep, an authorized FCA
16 dealership in Signal Hill, California.

17 25. Plaintiffs purchased their vehicle primarily for personal, family, or
18 household use. FCA manufactured, sold, distributed, advertised, marketed, and
19 warranted the vehicle.

20 26. Passenger safety and reliability were factors in Plaintiffs' decision
21 to purchase the Chrysler Pacifica. Before purchasing their vehicle, Plaintiffs
22 spent time researching the Chrysler Pacifica on FCA's corporate website and on
23 authorized dealership websites. Before making their purchasing decision,
24 Plaintiffs also reviewed their vehicle's Monroney sticker (a/k/a window sticker)
25 at the dealership and test drove their vehicle with a dealership representative.
26 Based on their research, Plaintiffs believed that the Chrysler Pacifica would be
27 safe and reliable.
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1 27. Had FCA disclosed the Stalling Defect before Plaintiffs purchased
2 their vehicle, Plaintiffs would have seen such disclosures and been aware of
3 them. Indeed, FCA's omissions were material to Plaintiffs. Like all Class
4 Members, Plaintiffs would not have purchased their Class Vehicle, or would
5 have paid less for it, had they known of the Stalling Defect.

6 28. Since purchasing their vehicle, Plaintiffs have experienced
7 symptoms of the Stalling Defect on multiple occasions. By January 2018, with
8 approximately 12,000 miles on their vehicle, Plaintiffs' vehicle was repeatedly
9 suffering sudden losses of power suddenly while driving, causing it to abruptly
10 decelerate. Plaintiffs brought their vehicle back to the Glenn Thomas FCA
11 dealership, an the authorized FCA repair facility performed a software update
12 and told Ms. Moran that the update should fix her sudden losses of power.

13 29. On or around March 1, 2018, with approximately 14,480 miles on
14 the odometer, Ms. Moran was driving her vehicle on the freeway at
15 approximately 65 miles per hour when the vehicle suddenly lost power. Ms.
16 Moran tried to exit the freeway, but her vehicle would not exceed 20 mph. She
17 managed to pull off the freeway and restarted her vehicle, and then noticed that
18 the check engine indicator was illuminated. Ms. Moran was able to drive her
19 vehicle back to the Glenn Thomas FCA dealership, where she relayed the sudden
20 loss of power she experienced to the service advisor. Aside from resetting the
21 powertrain control module, the dealership failed to perform any repairs.

22 30. In August 2018, Ms. Moran was driving on the 405 freeway in the
23 carpool lane going south, traveling approximately 75 mph. As she was nearing
24 the Cherry Avenue exit, the check engine indicator illuminated, and her vehicle
25 abruptly lost power, dropping to 20 miles per hour. Ms. Moran managed to
26 thread her way across the freeway to an exit, where she restarted her vehicle.

27 31. Although the vehicle was unable to exceed approximately 30 miles
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1 per hour, Ms. Moran was able to take surface streets to the Glenn Thomas FCA
2 dealership, which was fortunately nearby. Ms. Moran complained to the
3 dealership that her check engine light had illuminated, and that her vehicle had
4 abruptly lost power. The dealership failed to conduct any repairs.

5 32. Despite the dealership’s repairs, the vehicle continues to judder.
6 Frequently. Abrupt decelerations. Ms. Moran fears driving with her daughter.

7 33. Ms. Moran’s vehicle continues to exhibit abrupt, unintended
8 decelerations, and Ms. Moran fears using the vehicle, particularly to transport
9 her daughter.

10 34. At all times, Plaintiffs, like all Class Members, have driven their
11 vehicle in a foreseeable manner and in the manner in which it was intended to be
12 used.

13 **Defendant**

14 35. Defendant FCA US LLC is a limited liability company organized
15 and in existence under the laws of the State of Delaware and registered to do
16 business in the State of California. FCA US LLC’s Corporate Headquarters are
17 located at 1000 Chrysler Drive, Auburn Hills, Michigan 48326. FCA US LLC
18 designs, manufactures, markets, distributes, services, repairs, sells, and leases
19 passenger vehicles, including the Class Vehicles, nationwide and in California.
20 FCA US LLC is the warrantor and distributor of the Class Vehicles in the United
21 States.

22 36. At all relevant times, Defendant was and is engaged in the business
23 of designing, manufacturing, constructing, assembling, marketing, distributing,
24 and selling automobiles and motor vehicle components in San Diego County and
25 throughout the United States.

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1 **JURISDICTION**

2 37. This is a class action.

3 38. Plaintiffs and other members of the Proposed Class are citizens of
4 states different from Defendant’s home state.

5 39. On information and belief, aggregate claims of individual Class
6 Members exceed \$5,000,000.00 in value, exclusive of interest and costs.

7 40. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(d).

8 **VENUE**

9 41. FCA, through its business of distributing, selling, and leasing the
10 Class Vehicles, has established sufficient contacts in this district such that
11 personal jurisdiction is appropriate. Defendant is deemed to reside in this district
12 pursuant to 28 U.S.C. § 1391(a). Plaintiffs’ declarations, as required under
13 California Civil Code section 1780(d) but not pursuant to *Erie* and federal
14 procedural rules, reflect that a substantial part of the events or omissions giving
15 rise to the claims alleged herein occurred, or a substantial part of property that is
16 the subject of this action is situated, are attached as Exhibits 1 and 2.

17 42. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a).

18 **FACTUAL ALLEGATIONS**

19 43. Since 2016, FCA has designed, manufactured, distributed, sold, and
20 leased the Class Vehicles. FCA has sold, directly or indirectly, through dealers
21 and other retail outlets, thousands of Class Vehicles in California and
22 nationwide. On information and belief, the only way to acquire a Class Vehicle
23 is through one of FCA’s authorized dealerships.

24 44. As discussed above, the Class Vehicles are prone to suddenly lose
25 power, shut off, or stall without warning.

26 45. The Stalling Defect can cause a total loss of power, including power
27 steering, which prevents acceleration, deceleration, and steering and significantly
28

1 impairs drivers' control, increasing the risk of accidents.

2 46. On information and belief, the Stalling Defect is caused by a loss of
3 engine timing, including a loss of crankshaft position synchronization, which is
4 controlled by the Powertrain Control Module ("PCM"). In addition, faults from
5 9HP Transmission also cause the vehicle to abruptly lose power.

6 47. FCA is aware of the Stalling Defect in the Class Vehicles based on
7 consumer complaints. As Eric Mayne, a spokesman for Fiat Chrysler
8 Automobiles, stated in with respect to the petition, FCA is "continuing to
9 monitor [its] vehicles and collect data.... This is ongoing."⁷

10 48. Since at least March 2016, when the Chrysler Pacifica was released
11 and consumers began posting complaints publicly, Defendant knew or should
12 have known of the Stalling Defect that impairs operation of the Class Vehicles
13 and creates significant safety risks as FCA, by its own admission, "routinely
14 monitors the performance of is vehicles using information from multiple data
15 streams."⁸ On information and belief, FCA also monitors other sources of
16 customer complaints, including online owners' forums.

17 49. In fact, FCA has attempted – and failed – to address the Stalling
18 Defect on several occasions. In fact, FCA has been attempting to address
19 repeated PCM Software issues since May of 2016, if not earlier, in the Class
20 Vehicle as well as Jeep Grand Cherokee and Dodge Durango vehicles, which, on
21 information and belief, are equipped with the same 3.6L engines and PCM
22 software as the Class Vehicles.

23 50. On April 22, 2016 FCA issue Technical Service Bulletin ("TSB")
24

25 ⁷ Patrick Olsen, "Safety Group Urges Recall of 2017 Chrysler Pacifica
26 Minivans Over Stalling Issue," Consumer Reports (Nov. 20, 2017),
[www.consumerreports.org/recalls/recall-urged-for-2017-chrysler-pacifica-
minivans-over-stall-issu/](http://www.consumerreports.org/recalls/recall-urged-for-2017-chrysler-pacifica-minivans-over-stall-issu/)

27 ⁸ Boudette, "Chrysler Pacifica Owners Say Minivans Suddenly Shut Off,"
28 *supra*.

1 18-049-16 REV.A for 2016 Jeep Grand Cherokee and Dodge Durango vehicles
2 with the same engine as the Class Vehicles, with subject “Flash: Powertrain
3 Diagnostic And System Enhancements” which was released to reprogram the
4 PCM with the latest available software as a result of customers experiencing an
5 engine malfunction indicator lamp. This TSB was superseded on August 5, 2016
6 by TSB 18-049-16 REV.A and again on November 22, 2016 by TSB 18-049-16
7 REV.B to address the same issue. These were again superseded on March 02,
8 2017 by TSB 18-024-17 to address the same issue and add the 2017 model year.

9 51. On May 16, 2016, FCA issued TSB 18-057-16 for the Class
10 Vehicles with the subject “FLASH: 3.6 L Powertrain Diagnostics and System
11 Enhancements” which was released to reprogram the PCM with the latest
12 available software as a result of customers experiencing an engine malfunction
13 indicator lamp indicating trouble codes including “Fuel System 1/1 Lean” and
14 “Fuel System 2/1 Lean.” This TSB was superseded on June 17, 2016 by TSB 18-
15 057-16 REV.A to address the same issue.

16 52. On June 11, 2016, FCA issued TSB 21-022-16 for the Class
17 Vehicles with the subject “Flash: Transmission Shift and Drivability
18 Enhancements.” In this TSB, FCA directed its repair personnel to reprogram the
19 Transmission Control Module with updated software as a result of customers
20 experiencing a malfunction indicator lamp indicating the trouble code “P1CC(-
21 Unable to Engage Gear.”

22 53. On June 17, 2017, FCA issued TSB 21-027-17 for the Class
23 Vehicles with the subject “Flash: Transmission Shift and Drivability
24 Enhancements.” In this TSB, FCA directed its repair personnel to reprogram the
25 Transmission Control Module with updated software to address customer’s
26 complaints of an illuminated malfunction indicator lamp and potential trouble
27 codes indicating “multiple clutches locked up,” and “unable to engage gear,”
28

1 among others.

2 54. In August 2017, FCA issued “Customer Satisfaction Notification
3 T23 EGR Valve Function” and its corresponding “TSB 08-069-07 PCM
4 Reprogram.” T23 was released for both the Class Vehicles and 2016-2017 Jeep
5 Grand Cherokee and Dodge Durango vehicles. The repair again updated the
6 PCM software as a result of customers experiencing an engine malfunction light.
7 For this program, FCA more specifically identified that the software was
8 operating the Exhaust Gas Recirculation valve (EGR) with an aggressive seating
9 velocity which resulted in damage to the EGR.

10 55. On January 11, 2018, FCA repackaged the T23 program as Safety
11 Recall No. 18V-049 (Manufacture Recall No. U01) (“U01”). U01 was released
12 to address engine stalling without warning in the Class Vehicles. In its recall
13 notice, FCA instructed customers who had already received the T23 software
14 update *not* to bring their vehicle in for the recall because they did not need to
15 have it done. This is because the recall’s repair is the same as the T23 program
16 issued months earlier. No new repair procedure was provided.

17 56. On information and belief, none of FCA’s attempts to correct the
18 PCM software or the Stalling Defect have been effectual. After having either
19 T23 and U01 performed on their vehicles, Plaintiffs and Class Members’
20 vehicles continue to suffer from the Stalling Defect.

21 57. The recall, which is nothing more than a repackaged software patch
22 that has been available since August 2017 (“T23 Update”), is cold comfort to the
23 class members. Despite having the software update performed, class members,
24 including Plaintiffs Arlene and Alfonso Moran, continue to experience sudden,
25 unexpected stalling at highway speeds.

26 58. One class member, writing on “PacificaForums.com,” explained the
27 situation well:
28

1 My car had the T23 in September 2017 and stalled in January
2 2018. @Chrysler Cares, is my car safe? I don't think so.

3 See [http://www.pacificaforums.com/forum/474-chrysler-pacifica-minivan-](http://www.pacificaforums.com/forum/474-chrysler-pacifica-minivan-issues-problems/31322-2017-engine-stall-recall-2.html)
4 [issues-problems/31322-2017-engine-stall-recall-2.html](http://www.pacificaforums.com/forum/474-chrysler-pacifica-minivan-issues-problems/31322-2017-engine-stall-recall-2.html).

5 59. The same class member explained the situation well—class
6 members who had received the T23 software update in August 2017, and who
7 were continuing to experience stalling, were hopeful that Safety Recall U01,
8 released in January 2018, would fix the problem. They were severely
9 disappointed to learn that the recall was nothing more than T23 by another name:

10
11 1) I called the Chrysler number: 1-800-853-1403 on
12 Sunday 2/25/18 at 10:45 am, EST. Spoke with customer
13 care who told me, "**If you have had the T23 update**
14 **[the August 2007 software update] you do not need**
15 **the U01 [recall]. They are the same software**
16 **update.**"

17 2) I also chatted with a customer agent last night (Ankur)
18 who told me the same thing, "and as far as recalls as long
19 as both the recalls have been completed your vehicle is
20 safe to drive since **both recalls uses the same**
21 **software.**"

22 3) Taken from Chrysler Cares posts in this forum..."If your
23 vehicle had either of these repairs completed (the T23 or
24 TSB 18-069-17), the vehicle will NOT require the U01
25 software and the recall will show as complete. "

26
27 60. FCA’s own U01 recall notice admits that, at best, the recall simply
28 provides software that makes vehicles “*less susceptible*” to a loss of engine
timing (crankshaft position synchronization):

“The recall population was determined to include
vehicles produced with engine control software that is
vulnerable to loss of crankshaft position
synchronization. Similar vehicles not affected by this
recall were built with updated engine control software
that is *less susceptible* to a loss of crankshaft position
synchronization.”

See Part 573 Safety Recall Report, 18V-049, available at

1 <https://www.nhtsa.gov/recalls#vehicle> (enter 2017 Chrysler Pacifica and select
2 “Recalls.”) (emphasis added).

3 61. Class members’ complaints to NHTSA also establish that the Safety
4 Recall U01 is ineffective and fails to correct the Stalling Defect. Below are a few
5 examples; additional examples are set forth in paragraph 73, *infra*.

- 6
- 7 a. (March 27, 2018) NHTSA ID NO. 11081516: VAN STALLS
8 INTERMITTENTLY WHILE DRIVING WITHOUT
9 WARNING. THIS VAN HAS HAD THE CHRYSLER RECALL
10 FOR THIS ISSUE PERFORMED ON IT IN LATE 2017 AND
11 ITS STILL STALLING ABOUT EVERY 500 TO 1200 MILES
12 OF OPERATION. ... CHRYSLER CLAIMS THE VAN HAS
13 BEEN REPAIRED VIA DOWNLOAD UPDATE FOR EGR
14 VALVE THAT ALSO INCLUDED THE STALLING FIX BUT
15 IT HAS NOT FIXED THE ISSUE.
- 16 b. (August 8, 2018) NHTSA ID NO. 11118448: VAN LOSES
17 ABILITY TO GO FORWARD WHILE DRIVING. DASH
18 LIGHTS ALL COME ON AND ENGINE BEGINS TO COUGH
19 AND STUTTER LEAVING ME STRANDED IN TRAFFIC.
20 DASH CODES INCLUDE "SERVICE ELECTRONIC
21 STABILITY CONTROL, ENGINE LIGHT, "PARKING BRAKE
22 TEMPORARILY UNAVAILABLE," AND OTHER DASH
23 ICONS. IT WILL MOVE FORWARD AT IDLE SPEED ONLY-
24 NO ACCELERATOR. I HAVE HAD IT TOWED TO
25 CHRYSLER DEALERSHIPS 3 TIMES AND WAS ABLE TO
26 DRIVE IT IN A FOURTH. THIS ISSUE HAS NEARLY
27 CAUSED 2 ACCIDENTS-ONE OF THEM WITH THE
28 POTENTIAL TO CAUSE SERIOUS HARM. WHILE MOVING
IN TRAFFIC THE VAN STOPS GOING FORWARD AND
DECELERATES QUICKLY CAUSING TRAFFIC BEHIND IT
TO HAVE TO SWERVE TO AVOID HITTING IT. ...
CHRYSLER REFUSES BUYBACK AND CONTINUES TO
TELL ME TO DRIVE THE VEHICLE. ALL RECALLS HAVE
BEEN DONE, THE PCM HAS BEEN
REPROGRAMMED/REPLACED 4 TIMES, THE "HARNESS"
HAS BEEN FIXED/REPLACED 3 TIMES.
- c. (May 11, 2018) NHTSA ID NO. 11093360: MY 2017
PACIFICA WAS RECALLED IN JANUARY 2018 FOR THE
ENGINE STALL PROBLEM... I WAS THEN TOLD THAT
THE PCM WAS UPDATED WITH SOFTWARE AND IT WAS
FIXED... WELL, WHILE DRIVING LAST WEEK, THE CAR
STALLED SIX TIMES IN TWO DAYS! ONE OF TIMES I
WAS PARKED AND IDLING, ANOTHER TIME, I WAS
SLOWING DOWN FOR A LIGHT AND THE OTHER TIMES I
WAS JUST DRIVING. I HAD IT TOWED TO THE DEALER
AND THEY’VE HAD IT FOR A WEEK AND ARE IN
CONTACT WITH CHRYSLER TRYING TO REMEDY IT!

1 WHATWVER THEY DID TO "FIX" THIS RECALL
2 PREVIOUSLY DID NOT FIX IT AS THE VERY DANGEROUS
3 PROBLEM IS STILL HAPPENING! WILL NOT DRIVE MY
4 FAMILY AROUND IN THIS TERRIBLE CAR.

5 62. Since June of 2016, because FCA, by its own admission, routinely
6 monitors “multiple data streams” for information regarding the performance of its
7 vehicles, including complaints filed with federal regulatory agencies,⁹ Defendant
8 knew or should have known that a dangerous design defect causes the Class
9 Vehicles to shut down or stall at speed. In addition to customer complaints to
10 authorized dealerships, warranty and goodwill claims, and customer complaints
11 made directly to FCA, FCA also monitors informal complaints made by owners
12 online in forums. FCA also monitors complaints made to NHTSA.

13 63. FCA knew or should have known about the Stalling Defect through
14 sources not available to consumers, including pre-market testing data, early
15 consumer complaints to FCA and its dealers who are their agents for vehicle
16 repairs, testing conducted in response to those complaints, high failure rates and
17 replacement part sales data, consumer complaints to NHTSA, and other,
18 aggregate post-market data from FCA dealers about the problem.

19 64. On information and belief, Defendant’s corporate officers, directors,
20 or managers knew about the Stalling Defect and failed to disclose it to Plaintiffs
21 and Class Members, at the time of sale, lease, repair, and thereafter.

22 65. Because FCA will not notify Class Members of the Stalling Defect,
23 Plaintiffs, Class Members, and the public remain subject without warning to
24 safety-related risks.

25 66. The alleged Stalling Defect is inherent in each Class Vehicle and
26 was present in each Class Vehicle at the time of sale.

27 67. At the time of sale, lease, and repair and thereafter, FCA knew about
28 and concealed from Plaintiffs and Class Members the Stalling Defect present in

⁹ Boudette, “Chrysler Pacifica Owners Say Minivans Suddenly Shut Off,”
supra.

1 every Class Vehicle and its attendant safety risks. In fact, instead of repairing
2 the Stalling Defect, FCA either refused to acknowledge its existence or
3 performed repairs that simply masked them. Indeed, consistent with Plaintiffs'
4 experience, consumers frequently complain that their vehicles fail to detect any
5 failure or error codes and FCA-authorized dealers are unable to duplicate the
6 malfunctions.¹⁰

7 68. If they had known about the Stalling Defect at the time of sale or
8 lease, Plaintiffs and Class Members would not have purchased or leased the
9 Class Vehicles or would have paid less for them.

10 **The Stalling Defect Poses an Unreasonable Safety Hazard**

11 69. The Stalling Defect is dangerous, preventing drivers from changing
12 speed or steering, often while in traffic and at high rates of speed. The Stalling
13 Defect causes the Class Vehicles to shut down or stall, which severely impairs
14 the driver's control and increases the risk of collisions.

15 70. Many purchasers and lessees of the Class Vehicles have experienced
16 the Stalling Defect. Complaints filed by consumers with NHTSA demonstrate
17 that the defect is widespread and dangerous and that it manifests without
18 warning. The complaints also indicate FCA's awareness of the Stalling Defect
19 and the dangerous conditions it creates. The following are a sampling of some
20 complaints relating to the Stalling Defect and safety (spelling and grammar
21 mistakes remain as found in the original) (Safercar.gov, *Search for Safety Issues*
22 (December 27, 2017),
23 <http://www.odi.nhtsa.dot.gov/owners/SearchSafetyIssues/>):

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27 a. (March 28, 2017) NHTSA ID No. 10968929: AFTER

28 ¹⁰ See, e.g., Cohen, Center for Auto Safety NHTSA Petition, *supra*, at 2.

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PLACING THE VEHICLE IN REVERSE AND APPLYING GAS THE VEHICLE WILL START TO REVERSE AS INTENDED. HOWEVER, AFTER MOVING SEVERAL FEET THE TRANSMISSION COMPLETELY FAILS AND THE VEHICLE DOES NOT RESPOND TO ADDED PRESSURE FROM THE GAS PEDAL. IT'S AS IF THE TRANSMISSION SHIFTS TO NEUTRAL ON ITS OWN AND THE ENGINE REVS ITS RPMS WITH NO RESULT. THIS HAS HAPPENED AT LEAST 3 TIMES ON A SLIGHT INCLINE AND THE VEHICLE BEGINS TO ROLL UNCONTROLLABLY. IT CREATES MOMENTS OF CONFUSION FOR THE DRIVER SINCE THEY BELIEVE THEY SHOULD BE MOVING BACKWARDS IN REVERSE BUT THE TRANSMISSION LETS GO AND STARTS TO ACTUALLY ROLL FORWARDS. THIS HAS HAPPENED AT HOME IN THE DRIVE WAY AS WELL AS IN A PUBLIC PARKING LOT. AFTER THE SCENARIO HAPPENS, THE R ON THE SHIFTER BLINKS UNCONTROLLABLY. THE ONLY WAY TO RESET THE CAR IS TO TURN IT OFF AND RESTART IT. AT THAT POINT IT APPEARS THE TRANSMISSION RE-ENGAGES.

b. (May 11, 2017) NHTSA ID No. 10984984: TL* THE CONTACT OWNS A 2017 CHRYSLER PACIFICA. WHILE ATTEMPTING TO ACCELERATE FROM A RED LIGHT, THE VEHICLE FAILED TO ACCELERATE AND THE ONBOARD COMPUTER DISPLAYED A TRANSMISSION CODE. THE VEHICLE WAS TAKEN TO A DEALER. THE MECHANIC STATED THAT THERE WAS NO TRANSMISSION CODE AND THAT THE FAILURE WAS DUE TO THE CONTACT FUELING THE VEHICLE WHILE THE ENGINE WAS RUNNING. WHILE THE CONTACT WAS TURNING LEFT AT AN INTERSECTION AT 10 MPH, THE VEHICLE FAILED TO ACCELERATE AGAIN AND STOPPED IN THE MIDDLE OF THE INTERSECTION. AFTER 5-6 SECONDS, THE VEHICLE JERKED FORWARD AND ACCELERATED AS THE CHECK ENGINE INDICATOR ILLUMINATED. THE VEHICLE WAS TAKEN TO THE DEALER AGAIN, BUT WAS NOT DIAGNOSED OR REPAIRED. THE FAILURE OCCURRED FOUR TIMES. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURES. THE APPROXIMATE FAILURE MILEAGE WAS 7,000.

c. (May 23, 2017) NHTSA ID No. 10991282: VEHICLE STOP RUNNING RANDOMLY.

STOPPED RUNNING WHILE ON ROAD.

HOW TO COMPLETELY STOP PUT IN PARK TO RESTART PERIOD SAFETY ISSUE BIG TIME

d. (May 23, 2017) NHTSA ID No. 10991298: WHILE DRIVING ON A BUSY STREET, MY 2017 CHRYSLER PACIFICA SUDDENLY LOST THE ABILITY TO ACCELERATE. I

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WAS IN AN INTERSECTION PUMPING THE GAS PEDAL WITH NOTHING HAPPENING. THE WARNING MESSAGE ON THE DASH READ "SHIFT VEHICLE TO PARK" (OR SIMILAR). I COASTED TO A STOP WITH CARS NEARLY MISSING ME, SHIFTED TO PARK, TURNED THE CAR OFF, THEN TURNED IT BACK ON, SHIFTED TO DRIVE AND PULLED DIRECTLY INTO A PARKING LOT. I CALLED CHRYSLER ROADSIDE AND WAS TOWED TO THE DEALERSHIP WHERE MY CAR IS NOW. ACCORDING TO WHAT I'M SEEING ON CHRYSLER FORUMS, THIS IS BEGINNING TO HAPPEN ACROSS THE COUNTRY & CHRYSLER IS NOT ADDRESSING THIS EXTREMELY SERIOUS SITUATION. THANK YOU FOR YOUR TIME AND I LOOK FORWARD TO A RESPONSE.

e. (June 2, 2017) NHTSA ID No. 11012731: WHILE STOPPED, THE VEHICLE LOST POWER AND DISPLAYED A MESSAGE "VEHICLE MUST BE IN PARK TO SHIFT" OR SOMETHING ALONG THOSE LINES. LUCKILY THE VEHICLE WAS STOPPED AND NOT MOVING WHEN IT LOST POWER. THIS IS VERY SERIOUS BECAUSE ALL PROPULSION FROM THE VEHICLE WAS LOST. THE CAR DID RESTART AFTER IT WAS SHIFTED INTO P AND THE START BUTTON WAS PUSHED (WITH A FOOT ON THE BRAKE). CHRYSLER HAS KNOWN ABOUT THIS ISSUE FOR MONTHS NOW VIA THE ONLINE FORUM DISCUSSING THE ISSUE AND APPEARS TO BE DOING NOTHING ABOUT IT PROACTIVELY AND IS CERTAINLY NOT COMMUNICATING ABOUT THE ISSUE WITH ITS CUSTOMERS.UPDATED 11/03/17 *BF

UPDATED 11/07/2017*JS

f. (June 8, 2017) NHTSA ID No. 10993974: TRANSMISSION FAILED ON US 3 TIMES. FIRST WAS BACKING OUT OF A PARKING SPOT, TOTALLY LOCKED UP FOR 15 MINUTES. RESET AND RAN FINE. NEXT, WITH WIFE AND 3 KIDS IN THE VAN, TRANSMISSION LOCKED UP AT 45 MILES PER HOUR ALMOST CAUSING HER TO CRASH AND GET HIT. ALL LIGHTS CAME ON AND ELECTRONIC PARKING BRAKE ENGAGED. DEALERSHIP TOOK 2 WEEKS TO FIX AND SAID IT WAS FINE. NEXT, I WAS DRIVING AT 55 MPH AND TRANSMISSION LOCKED UP. ALMOST DIED. NO A/A BY THE GRACE OF GOD. ALL LIGHTS CAME ON AND PARKING BRAKE ENGAGED AGAIN. NOW, CHRYSLER IS REPLACING THE ENTIRE TRANSMISSION. WE WON'T TAKE IT BACK. FAMILY ALMOST DIED TWICE...UPDATED 07/20/17 *BF

g. (June 30, 2017) NHTSA ID No. 11011729: I WAS DRIVING ON A HIGHWAY (WITH MY KIDS IN THE BACKSEATS) AND SUDDENLY (FOR NO REASON) THE VEHICLE

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LOST ALL ELECTRICITY (INCLUDING, POWER STEERING, ENGINE, HEADLIGHTS, DASHBOARD LIGHTING). THE DASHBOARD ONLY SAID "PUT CAR INTO PARK AND RESTART." THANKFULLY, I WAS ABLE TO PULL OVER PARTIALLY ONTO THE SIDE AND RESTART THE CAR AFTER IT WAS IN PARK. (THIS HAPPENED A SECOND TIME A FEW MINUTES LATER BUT IN THAT CASE THE ELECTRICITY CAME BACK ON ITSELF AFTER A FEW MOMENTS.) THIS WAS A SCARY AND DANGEROUS EXPERIENCE.....UPDATED 11/03/17 *BF

UPDATED 11/09/2017*JS

h. (July 17, 2017) NHTSA ID No. 1011395 WHILE DRIVING THE VEHICLE IT TURNS OFF AND COMES TO A COMPLETE STOP. THE SCREEN ON THE DASH READS MUST PLACE CAR IN P TO START. I HAVE TO THEN PLACE THE CAR IN PARK TO START BACK UP AGAIN. THIS HAS HAPPENED 3 TIMES IN 3 MONTHS. THE VEHICLE LOSES ALL FORWARD MOTION AND SHUTS OFF. EVERY TIME IT HAS DONE IT IT HAS BEEN WHILE EXCELERATING FROM A STOP SIGN ON A CITY STREET. THE CAUSE OF THIS SEEMS TO BE WITH THE TRANSMISSION AS THE VEHICLE STUTTERS JUST BEFORE IT STOPS.....UPDATED 11/03/17 *BF

UPDATED 11/9/2017*JS

i. (August 2, 2017) NHTA ID No. 11051158: MY WIFE STOPPED AT AN INTERSECTION AND THE CAR COMPLETELY SHUTOFF. A MESSAGE APPEARED STATING PLEASE PUT CAR IN PARK TO START VEHICLE. IT HAPPENED WITHIN TWO WEEKS OF PURCHASING THE VEHICLE, AROUND 300 MILES DRIVEN. WE ARE CONCERNED TO DRIVE IT AS WE HAVE THREE SMALL CHILDREN. I TOOK IT BACK TO THE DEALER AND THEY COULDN'T REPRODUCE IT AND REFUSED TO TAKE THE CAR BACK. I CONTACTED CHRYSLER AND THEY SAID THEY WOULD NEED TO REPRODUCE IT SO WAIT UNTIL IT HAPPENED AGAIN. THIS IS UNSATISFACTORY TO ME AS IT IS PUTTING MY FAMILY AT RISK. IT APPEARS THEY ARE WAITING FOR SOMEONE TO DIE TO DEAL WITH THE ISSUE. AND EVEN AT THAT DEAD MEN TELL NO TAILS, SO THEY PROBABLY WOULDN'T BE ABLE TO ATTRIBUTE THE ACCIDENT TO THIS STALLING ISSUE, AND NOTHING WILL BE ADDRESSED. THIS NEEDS TO BE RECALLED OR VEHICLES DISPLAYING THIS ISSUE SWAPPED OUT.

j. (August 10, 2017) NHTSA ID No. 11048090: MY CAR ON OCCASION HAD BEEN FEELING LIKE IT WAS CUTTING OUT, I THOUGHT I GOT SOME BAD GAS SO I

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SWITCHED STATIONS AND NOTICED IT LESS. THEN ABOUT A MONTH LATER, IT JUST TURNED OFF IN ROUTE. I WAS AT A FOUR WAY STOP ACCELERATED TO GO AND IT STARTED OUT, I MADE IT INTO THE MIDDLE OF THE INTERSECTION AND THE CAR TURNED OFF. IT GAVE A NOTICE BY STEERING COLUMN THAT IT NEEDS TO BE IN PARK TO START ENGINE OR SOMETHING. IT DID IT WITH ABOUT 13,000 MILES ON IT. I WAS ABLE TO START THE VAN AFTER I PUT IT IN PARK WITH FOOT ON BRAKE AND CONTINUE ON. IT HAPPENED SO FAST I WAS NOT SURE WHAT WENT WRONG? NOW I READ THAT MANY HAVE HAD THIS HAPPEN AS WELL. I AM FEARFUL NOW IT WILL HAPPEN WHEN I AM GOING HIGHER SPEEDS, ETC. THIS NEEDS TO BE FIXED!

- k. (September 7, 2017) NHTSA ID No. 11025266: 2017 PACIFICA TOURING-L ENGINE SHUTDOWN COMPLETELY WHEN DRIVING AT ABOUT 35-40 MPH ON A CITY STREET WHEN I SLOWED DOWN FROM 45 MPH. THE VAN IS LESS THAN A YEAR OLD AND HAS ABOUT 10000 MILES ON IT. SCREEN DISPLAYED MESSAGE 'SHIFT TO PARK AND RESTART VEHICLE'. I TRIED RESTARTING WITHOUT STOPPING THE CAR AS THERE WERE CARS BEHIND ME AND I SAW THE MESSAGE "TOO FAST TO SHIFT TO PARK" AND THE POWER STEERING WAS ALSO CUT OFF BECAUSE IT IS ELECTRONIC. I HAD TO PARK ON THE SHOULDER AND RESTART AFTER A COMPLETE STOP.

CONTACTED MY CHRYSLER DEALER AND HE TOLD ME THAT UNLESS THERE IS A CODE NO DIAGNOSIS IS POSSIBLE. I'VE DROPPED MY CAR TODAY MORNING - NO UPDATES AS YET. UPDATED 10/25/17 *BF

UPDATED 10/27/2017*JS UPDATED 12/04/17*BF

- l. (October 6, 2017) NHTSA ID No. 1132132: CAR SHUTS OFF WHILE DRIVING. WARNINGS TO PUT THE CAR IN PARK AND ELECTRONIC STABILITY ISSUES MAY POP UP. THE ENGINE MAKES A WEIRD NOISE AND THE CAR WILL OFTEN NOT SHIFT TO PARK TO RESTART. THIS HAS OCCURRED THREE SEPARATE OCCASIONS FOR ME. EACH TIME I WAS LUCKILY DRIVING SLOWLY PRIOR TO A TURN. I HAVE BROUGHT THE CAR TO THE DEALER EACH TIME. THEY HAVE TRIED REPLACING THE SHIFTER, UPDATED THE COMPUTER SYSTEM AND CLEARED ERROR CODES. NOTHING WORKS. THIS IS A HUGE SAFETY ISSUE FOR OUR FAMILY AND THEY JUST KEEP RETURNING THE CAR TO ME.
- m. (October 23, 2017) NHTSA ID No. 11040294: WHILE DRIVING, THE ENGINE STOPS AND THE DASHBOARD

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AND SHIFTER LIGHTS START BLINKING. THE MESSAGE "VEHICLE MUST BE IN PARK TO SHIFT GEARS" DISPLAYS ON THE DASHBOARD. THIS IS INCREDIBLY DANGEROUS AND HAS HAPPENED 3 TIMES NOW. OUR FAMILY WAS ALMOST STRUCK BY ONCOMING TRAFFIC. UPDATED 11/9/2017*JS

- n. (November 18, 2017) NHTSA ID No. 11051390: WHILE DRIVING WITH MY FAMILY, INCLUDING THREE SMALL CHILDREN, THE VEHICLE SHUT ITSELF OFF. NO ELECTRICAL, POWER STEERING, POWER BRAKES OR ENGINE. I WAS ABLE TO GET IT STARTED AGAIN AFTER COMING TO A STOP. AFTERWARDS THE SCREEN SAID THAT THE START/STOP SYSTEM WAS DISABLED.
- o. (November 25, 2017) NHTSA ID No. 11053322: CAR, WITH NO WARNING, LOST ALL ACCELERATION WHILE DRIVING APPROXIMATELY 35 MPH AND FLASHED SEVERAL WARNING LIGHTS ON DASHBOARD INCLUDING ELECTRONIC STABILITY CONTROL, FORWARD COLLISION WARNING, SERVICE FORWARD COLLISION WARNING, AND ELECTRONIC PARK BRAKE FAILURE. IN ADDITION, THE SHIFTER KNOB LIGHT BLINKS AND SWITCHES TO 'P'. AT THAT POINT, I CAN ONLY DRIFT THE CAR TO A STOP. IN MY CASE I WAS ABLE TO TURN THE CAR OFF, THEN RESTART IT AND THE ISSUE DID NOT OCCUR AGAIN FOR ANOTHER 4 DAYS. AFTER 4 DAYS, THE EXACT SAME THING HAPPENED, THIS TIME WHILE I WAS STOPPED AT A RED LIGHT. TOOK THE CAR IN FOR SERVICE AND WAS TOLD THEY PERFORMED A SOFTWARE UPDATE ON THE TRANSMISSION AND THE CAR WAS FIXED. I GOT ABOUT 1 MILE FROM THE DEALER AND THE EXACT SAME THING HAPPENED WHILE DRIVING AT APPROXIMATELY 30 MILES PER HOUR. DROVE CAR BACK TO THE DEALER AND THEY HAVE THE CAR NOW AGAIN TRYING TO FIGURE OUT WHAT IS WRONG.
- p. (December 8, 2017) NHTSA ID No. 11053553: CAR SHUT OFF DURING DRIVING AND TOLD ME TO SHIFT INTO PARK AND THEN RESTARTED AND TOOK OFF FAST FOR A FEW FEET
- q. (December 21, 2017) NHTSA ID No. 11056049: WE PURCHASED A PACIFICA ON 12/21/2017. NOT EVEN AN HOUR AFTER LEAVING THE DEALERSHIP THE

1 VEHICLE STALLED, LOSING ALL POWER, AND HAD
2 TO BE RESTARTED TO REGAIN POWER AND DRIVING
3 ABILITY AT A STOP LIGHT. WE WERE NOT HIT, BUT
4 IT IS VERY DANGEROUS TO HAVE A VEHICLE THAT
5 STALLS RANDOMLY.

6 71. Complaints posted informally by consumers in forums online further
7 demonstrate that the defect is widespread and dangerous and that it manifests
8 without warning. The complaints also indicate FCA's awareness of the Stalling
9 Defect and its safety risks. The following are a small sampling of complaints
10 relating to the Stalling Defect (spelling and grammar mistakes remain as found
11 in the original) (Pacifica Forums, [http://www.pacificaforums.com/forum/474-
12 chrysler-pacifica-minivan-issues-problems/2937-vehicle-shut-off-while-driving-
13 4.html](http://www.pacificaforums.com/forum/474-chrysler-pacifica-minivan-issues-problems/2937-vehicle-shut-off-while-driving-4.html) (last visited Dec. 27, 2017))

- 14 a. Posted on September 6, 2016 by laprincipessa: hi, I haven't seen
15 any posts on this yet, but the other day while I was driving, my
16 pacifica's engine turned off WHILE I WAS MOVING. I had no
17 warning, just that it stopped accelerating and the screen said that
18 car must be in park to put it in drive. Thankfully I had just turned
19 onto a residential street, however, due to the steering being
20 electronic, I had lost the power steering. I had to coast to a stop,
21 then put it in park and press the on button with foot on brake like
22 normal starting. The more I think about this, the more scared I am
23 to drive the van! What if it had happened anywhere else! I had an
24 appointment at the dealer the next morning already, so I told the
25 tech what had happened. They checked the car and it didn't have
26 any codes on it. As if it never happened. I am not sure what to do
27 at this point, I'm really nervous about driving it. The tech couldn't
28 tell me anything. I didn't have any warning, and nothing weird
happened with the vehicle before the shut off of the engine. The
tech checked to see if my car needed a software update to fix the
problem and there was none. My thought was that if a car needed
a software update to not shut off randomly while in operation,
maybe you shouldn't be selling the dang car!!! Any
advice/suggestions? I've never had an issue like this before!
- b. Posted on November 3, 2016 by ChryslerCares, in response to a
post by Jtravis410: I have noticed several times, whether I'm

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going 5 mph or 30 mph, that when I am accelerating it starts to feel like the van wants to stall out and I have noticed at the times it's happening the RPM's rev normal then start to jump really low then back to normal then really low and so forth until I come to a complete stop and accelerate again and it seems to go away. Another thing I just started to notice is that after putting the van in park on a flat serviceit rolls forward or backward, from whichever direction I was going, about a foot sometimes more before stopping. Anyone notice these issues before

Hi Jtravis410,
Feel free to reach out if I can assist you in locating or making an appointment at a certified dealer for a diagnosis of your vehicle. I am happy to follow up for you. You are also welcome to visit the Chrysler website to locate a local dealer Find a Dealer | Chrysler Dealer Locator by Zip Code | Chrysler

Anna
ChryslerCares Social Media Specialist

- c. Posted on June 2, 2017 by tmaiken: When we drove this \$45,000 van off the lot, Chrysler and the dealership are assuring us that this vehicle is safe to drive and to put my family in. I am not talking about little issues that may come up.

The first time the transmission failed was during a trip to Tennessee. We were up a mountain drive and parked in a pull off for a little bit. Upon trying to back out, I turned the dial to reverse and all the lights came on, the transmission did not work, the electronic parking brake became engaged. This lasted for about 15 minutes. As I was wondering how we could get a tow truck up here, I kept turning the van on and off and eventually it reset and all lights went off and it drove fine. We drove it home with no further problems, so I did not bother the dealership with the issue.

A couple of weeks later, my wife called me at work crying hysterically. She said that she and our three little girls almost died because the van's transmission locked up while she was driving on a busy road. She said she was going along about 45-50 miles an hour when suddenly the transmission locked up, the car shut

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down, she lost control and was finally able to limp the car off the road. All the lights came on and stayed on. She called me from the side of the road. We were able to limp the car into the dealership a few miles away with the warning lights still on. The dealership had this van for about 2 weeks and called up and told me it was fixed and tested and fine to drive. This is the 2nd time we drove off their lot with a vehicle we were told was safe for my family. It only had approximately 4600 miles at this time.

Last Wednesday night, I was driving with only my wife in the car. Thank god my son and his wife were driving right behind us. I was driving 55 mph on a busy road in the left lane of a 4 lane divided roadway. At 55 mph, the transmission locked up and I had no control. It went from 55 to 20 in 2 seconds. Thank god a tractor trailer was not behind me, we would certainly have died. My son did an evasive move to miss us and I was able to limp into a median. I immediately called the dealership, but they were closed. We sat there for about 10-15 minutes and the car restarted and drove enough to cross the road and park in a parking lot. I left it there.

My wife and 3 beautiful little girls almost died the first time. As my wife said to me after we calmed down the 2nd time, our three girls started out as orphans in this world and almost became orphans for a 2nd time this night.

Now you know why there is no fix or no new Pacifica that I could ever feel safe with putting my family into. I am asking for nothing else other than a full reimbursement for this vehicle so I can shop for another make of van. (*Available at <https://www.pacificaforums.com/forum/474-chrysler-pacifica-minivan-issues-problems/3145-transmission-issue-2.html>*)

d. Posted on June 5, 2017 by ChryslerCares, in response to a post by tmaiken: Hi Tom,

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I'm sorry to hear about your ongoing concerns with your vehicle. Have you opened a customer care case to have your concerns documented and for further assistance? If you haven't please PM our page with your VIN so I can start that process for you.

Andrea
Chrysler Social Care Specialist

72. In fact, FCA had notice of the Stalling Defect in the Class Vehicles at least since March 2016, when consumers began posting complaints publicly online (spelling and grammar mistakes remain as found in the original) (Car Problem Zoo, <http://www.carproblemzoo.com/chrysler/pacifica/> (last visited Dec. 29, 2017))

- a. "Car Stall Problems of the 2017 Chrysler Pacifica," Failure Date 6/1/16: The contact owns a 2017 Chrysler Pacifica. While driving 35 mph, the vehicle stalled without warning and the "shift to park" error message displayed. The contact stated that the vehicle lost power completely, but was able to be restarted by shifting to park. In addition, on several occasions, the vehicle hesitated to accelerate and lurched forward while the accelerator pedal was depressed. Hegg's Chrysler in masa, arizona reprogrammed the computer and replaced the accelerator pedal sensor, but the failure recurred. The dealer stated that the failure could not be duplicated. The manufacturer was made aware of the failure. The failure mileage was approximately 11,000. The VIN was not available.

- b. "Engine Stall Problems of Chrysler Pacifica" Failure Date 5/21/17: Purchased a brand new Chrysler Pacifica vehicle 3 wks ago on may 18 2017. We headed out on vacation on the 20th of may. May 21 was the first incident on the interstate in chicago we stalled in the middle of traffic for approximately 10 minutes. May 27 we pulled up to a stoplight and the engine stalled out on us that lasted approximately 3 minutes, the same day at a tollbooth we stalled out which lasted about 25 minutes before the car would start again we ended up calling for a towing service but the car we started and we canceled the tow service. May 30 we left the grocery store the screen switch to the app page and would not

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switch back, the brakes locked and we lost engine power. That lasted 20 mins before car would start. June 7 car would not start after coming out of the grocery store waited 20 minutes then tried again car started 30 seconds after the ignition button has been pressed by itself. June 11 car stalled out pulling into the driveway. Took less then a minute to restart this time. We have taken the car into the dealer and the could find nothing and could not replicate. We now have to drive back from PA to nd with a vehicle I am afraid to drive with 6 kids. I am so upset and disappointed in this Chrysler product.

- c. "Car Stall Problems of Chrysler Pacifica," Failure Date: 5/6/17: New 2017 Chrysler Pacifica hybrid with 270 miles stalled on a busy intersection and won't turn on. The vehicle was in motion when it lost power and came to a complete stop. The engine sign is on and message says "press brake to prevent rollong". Turning off and turning the it back on does not make the issue go away.

73. In August 2017, FCA released software update "T23," designed to address the Stalling Defect, and repackaged it as a Safety Recall in January 2018. Notwithstanding the recall's availability, consumers have continued to post complaints to NHTSA after January 2018. Below are some examples.

- d. (October 11, 2018) NHTSA ID No. 11139730: THE VEHICLE WAS IN MOTION ON A CITY STREET JUST DRIVING STRAIGHT. THE ENGINE SHUT OFF WHILE DRIVING. THE DISPLAY INDICATED TO PUT THE CAR IN PARK TO START THE VEHICLE. THE POWER STEERING SHUTS OFF. I WAS NOT GOING FAST AT THE TIME AND WAS ABLE TO STOP, PUT IT IN PARK, PRESS THE BRAKE, START THE VEHICLE, AND PUT IT INTO DRIVE. HOWEVER, I WAS IN TRAFFIC AND ALMOST WAS REAR ENDED BY ANOTHER VEHICLE WHO WAS FORTUNATELY ABLE TO STOP IN TIME. THIS ISSUE AFFECTS THE BRAKES, ENGINE, STEERING, POWER TRAIN AND ALL AROUND SAFETY. I WAS LUCKY THAT I WAS DRIVING AND THAT MY KIDS WERE NOT IN THE CAR. I WAS GOING TO PICK THEM UP.
- e. (October 1, 2018), NHTSA ID No. 1132762: MY 2017 CHRYSLER PACIFICA HAS LOST POWER THREE TIMES WHILE DRIVING ON THE ROADWAY. THE FIRST TIME WAS IN MAY 2018 WHILE DRIVING ON U.S. HWY 9 (55 MPH SPEED LIMIT); THE SECOND TIME WAS IN

1 SEPTEMBER 2018 ON A SECONDARY ROADWAY AND
 2 THE THIRD TIME WAS IN SEPTEMBER 2018 ON A
 3 TERTIARY ROADWAY. ALL THREE TIMES THE CAR
 4 REMAINED ON HOWEVER THE CAR WOULD NOT MOVE
 5 FORWARD WHEN THE ACCELERATOR WAS DEPRESSED.
 6 I HAVE RETURNED THE CAR TO THE DEALERSHIP ALL
 7 THREE TIMES. THE FIRST TIME THE CAR REMAINED AT
 8 THE DEALERSHIP FOR 14 DAYS. THEY CLAIMED THAT
 9 THEY COULD NOT GET THE CAR TO REPLICATE THE
 10 PROBLEM HOWEVER THEY REPLACED A VALVEBODY
 11 HARNESS. THE SECOND TIME THE CAR WAS TAKEN TO
 12 THE DEALERSHIP VIA FLATBED THE DEALERSHIP TOLD
 13 ME THEY COULD NOT GET THE CAR TO REPLICATE THE
 14 PROBLEM AND THEY DID NO WORK RELATED TO THE
 15 TRANSMISSION. THE CAR WAS TAKEN TO THE
 16 DEALERSHIP FOR THE THIRD TIME ON SEPTEMBER 15,
 17 2018 AND THEY, DESPITE SEVERAL REQUESTS, HAVE
 18 TOLD ME THAT THEY WILL NOT BE REPLACING THE
 19 TRANSMISSION. THEY HAVE HAD THE CAR FOR 17
 20 DAYS THIS TIME. I DO NOT HAVE A SERVICE INVOICE
 21 FOR THIS LAST VISIT AS THEY STILL HAVE THE
 22 CAR..THE CAR IS NOT SAFE. THE CAR SHOULD NOT ON
 23 THE ROAD.

- 24 f. (August 23, 2018) NHTSA ID NO. 11121913: TL* THE
 25 CONTACT OWNS A 2017 CHRYSLER PACIFICA. WHILE
 26 DRIVING APPROXIMATELY 35 MPH, THE VEHICLE SHUT
 27 OFF WITHOUT WARNING. THE VEHICLE WAS ABLE TO
 28 RESTART. THE CONTACT CALLED AND SCHEDULED A
 DIAGNOSTIC APPOINTMENT WITH VIDEON CHRYSLER
 DODGE JEEP RAM (4951 WEST CHESTER PIKE,
 NEWTOWN SQUARE, PA 19073, 610-356-7000). THE
 MANUFACTURER WAS NOT MADE AWARE OF THE
 FAILURE. THE VEHICLE WAS NOT REPAIRED. THE
 FAILURE MILEAGE WAS APPROXIMATELY 3,000. *TT
- g. (August 22, 2018) NHTSA ID NO. 11121608: THE 2017
 CHRYSLER PACIFICA TOURING PLUS WITH ALL THE
 LATEST KNOWN SOFTWARE RECALLS UP TO DATE AS
 OF 8/22/2018 EXPERIENCED A FULL STALL WHILE
 UNDER WIDE OPEN THROTTLE AND ATTEMPTING TO
 ENTER A HIGHWAY ON RAMP. THE STALL SEEMED LIKE
 A TRANSMISSION LAG, SHIFTING DELAY OR LACK OF
 RESPONSE. THE ENGINE FROM 0-20 MPH HAD PLENTY
 OF POWER (RPM'S); THEN WHEN SWITCHING GEARS IT
 SEEMS THE POWER WAS CUT FOR A FULL 3-5 SECONDS
 WHILE THE TRANSMISSION MADE A SHIFT AND ONLY
 AFTER LETTING OFF THE ACCELERATOR (EVEN
 THOUGH THERE WERE 0 RPMS) DID IT FINALLY KICK
 INTO MOTION AGAIN AND PULL OUT OF THE STALL.
 THE SYSTEMS AUTO STOP WAS DISABLED VIA THE
 OVERRIDE BUTTON ON THE DASHBOARD WHEN THIS
 OCCURRED AND THE GAS TANK WAS 40% FULL.
- h. (August 21, 2018) NHTSA ID NO. 11121201: TL* THE

1 CONTACT OWNS A 2017 CHRYSLER PACIFICA. ON
2 SEVERAL OCCASIONS, WHILE DRIVING VARIOUS
3 SPEEDS, THE VEHICLE EXPERIENCED HARD SHIFTING
4 FROM FIRST TO SECOND GEAR. ADDITIONALLY, ON
5 SEVERAL OCCASIONS, THE VEHICLE STALLED WHILE
6 BEING DRIVEN VARIOUS SPEEDS. THE CONTACT WAS
7 ABLE TO RESTART THE VEHICLE AFTER SEVERAL
8 ATTEMPTS. THE VEHICLE WAS TAKEN TO VANCE
9 CHRYSLER DODGE JEEP RAM (3606 OK-10, MIAMI, OK
10 74354, (918) 542-4424) TO BE DIAGNOSED, BUT THE
11 MECHANIC WAS UNABLE TO DUPLICATE THE FAILURE.
12 THE VEHICLE WAS NOT REPAIRED. THE VEHICLE WAS
13 NOT INCLUDED IN NHTSA CAMPAIGN NUMBER:
14 18V049000 (ELECTRICAL SYSTEM, ENGINE AND ENGINE
15 COOLING). THE MANUFACTURER WAS NOTIFIED OF
16 THE FAILURE. THE APPROXIMATE FAILURE MILEAGE
17 WAS 43,000.

- 18
- 19 i. (August 8, 2018) NHTSA ID NO. 11118448: VAN LOSES
20 ABILITY TO GO FORWARD WHILE DRIVING. DASH
21 LIGHTS ALL COME ON AND ENGINE BEGINS TO COUGH
22 AND STUTTER LEAVING ME STRANDED IN TRAFFIC.
23 DASH CODES INCLUDE "SERVICE ELECTRONIC
24 STABILITY CONTROL, ENGINE LIGHT, "PARKING BRAKE
25 TEMPORARILY UNAVAILABLE," AND OTHER DASH
26 ICONS. IT WILL MOVE FORWARD AT IDLE SPEED ONLY-
27 NO ACCELERATOR. I HAVE HAD IT TOWED TO
28 CHRYSLER DEALERSHIPS 3 TIMES AND WAS ABLE TO
DRIVE IT IN A FOURTH. THIS ISSUE HAS NEARLY
CAUSED 2 ACCIDENTS-ONE OF THEM WITH THE
POTENTIAL TO CAUSE SERIOUS HARM. WHILE MOVING
IN TRAFFIC THE VAN STOPS GOING FORWARD AND
DECELERATES QUICKLY CAUSING TRAFFIC BEHIND IT
TO HAVE TO SWERVE TO AVOID HITTING IT. IT HAS
ALSO OCCURRED IN THE MIDDLE OF A TURN FROM A
STOP ONTO A STATE HIGHWAY. THIS INSTANCE
REQUIRED OTHER DRIVERS TO SWERVE INTO
ANOTHER LANE AND ONTO THE SHOULDER/CURB TO
AVOID HITTING ME OR VEHICLES IN OTHER LANES. IT
HAS OCCURRED IMMEDIATELY WHEN STARTING THE
VAN IN A PARKING LOT. IT HAS OCCURRED AT LOW
SPEED IN A SUBDIVISION. CHRYSLER REFUSES
BUYBACK AND CONTINUES TO TELL ME TO DRIVE THE
VEHICLE. ALL RECALLS HAVE BEEN DONE, THE PCM
HAS BEEN REPROGRAMMED/REPLACED 4 TIMES, THE
"HARNES" HAS BEEN FIXED/REPLACED 3 TIMES. BOTH
OF THE SLIDING DOORS HAVE HAD TO HAVE THE
MOTORS REPLACED ON SEPARATE TRIPS TO THE
DEALERSHIP. THIS VEHICLE IS AN ELECTRICAL
NIGHTMARE AND CHRYSLER IS NOT DEALING WITH IT.
THIS BEGAN AT ABOUT 14,500 MILES AND WITHIN THE
1ST 7MONTHS OF BUYING THE VEHICLE BRAND NEW. I
HAVE BEEN TRYING TO GET THIS RESOLVED FOR 6
MONTHS WITH NO HELP FROM FIAT CHRYSLER OR THE
DEALER- SHUMAN CHRYSLER. THEY CONTINUE TO

1 MAKE IT RUN AND LET ME DRIVE IT FOR A SHORT
2 PERIOD UNTIL IT STOPS AGAIN. MY FAMILY IS GOING
3 TO BE SERIOUSLY HURT IN THIS VEHICLE AND THERE
4 DOESN'T SEEM TO BE ANY RECOURSE.

5 j. (May 15, 2018) NHTSA ID NO. 11093876: WHILE IDLING AT
6 A LIGHT AND PRESSING PEDAL TO GO. MY 2017
7 CHRYSLER PACIFICA FAILED. LIGHTS STARTED.
8 FLASHING IN DUST CYCLING THROUGH CHECK ABS,
9 CHECK TIRE PRESSURE, ETC... CAR WAS IN DRIVE AND
10 WAS ROLLING BACKWARDS WITH BREAKS AND
11 STEERING NOT WORKING. THIS RESULTED IN AN
12 ACCIDENT ROLLING INTO THE VECHICAL BEHIND US.
13 THE NICE INDIVIDUAL THE WE CRASHED INTO WAS
14 ABLE TO CATCH THE FAILURE ON HIS DASH CAM. WE
15 HAVE BROUGHT IN THE VAN ON OTHER OCCASIONS TO
16 HAVE IT LOOKED AT FOR TRANSMISSION WANTING TO
17 LAUNCH FORWARD WHEN GOING FROM IDLE. THEY
18 STILL CAN NOT FIGURE IT OUT AND TOLD USE NO
19 RECORD IN SERVICE REPORTS WITH OTHER HAVING
20 ANY PROBLEMS. AFTER A 10 SECOND SEARCH WE
21 FOUND OTHERS HAVE HAD SIMILAR PROBLEMS WITH
22 SAME MAKE AND MODEL. THESE. CAN BE FOUND ON
23 CONSUMERS REPORTS. WITH. OUT A GUARANTEE THE
24 BREAKS AND STEERING WILL NOT GO OUT AGAIN I DO
25 NOT WANT THE CAR BACK. I. JUST. WANT MY MONEY
26 BACK. THE SELL THIS THING AS A SAFE FAMILY
27 VEHICLE, BUT LOOSING BREAKS AND STEERING IS NOT
28 WHAT I WANT MY FAMILY IN. THEY STILL CAN NOT
FIGURE OUT WAY IT HAPPENS.

k. (May 11, 2018) NHTSA ID NO. 11093360: MY 2017 PACIFICA
WAS RECALLED IN JANUARY 2018 FOR THE ENGINE
STALL PROBLEM. CHRYSLER TOLD ME THEY MIGHT
NOT HAVE A FIX FOR THE PROBLEM UNTIL THE 2ND
QUARTER OF THE YEAR! I TOLD THEM THAT I WASN'T
DRIVING A DANGEROUS CAR AROUND. I BROUGHT IT
TO THE DEALER AND IT SAT THERE FOR A MONTH
WHILE I DROVE A RENTAL. I WAS THEN TOLD THAT
THE PCM WAS UPDATED WITH SOFTWARE AND IT WAS
FIXED. AFTER A PICKED IT UP I GOT A NOTICE FROM
CHRYSLER SAYING THAT I DIDN'T NEED TO DO THE
REPAIR BECAUSE IT WAS FIXED DURING THE PRIOR
RECALL FOR EGR VALVE??? WELL, WHILE DRIVING
LAST WEEK, THE CAR STALLED SIX TIMES IN TWO
DAYS! ONE OF TIMES I WAS PARKED AND IDLING,
ANOTHER TIME, I WAS SLOWING DOWN FOR A LIGHT
AND THE OTHER TIMES I WAS JUST DRIVING. I HAD IT
TOWED TO THE DEALER AND THEY'VE HAD IT FOR A
WEEK AND ARE IN CONTACT WITH CHRYSLER TRYING
TO REMEDY IT! WHATWVER THEY DID TO "FIX" THIS
RECALL PREVIOUSLY DID NOT FIX IT AS THE VERY
DANGEROUS PROBLEM IS STILL HAPPENING! WILL NOT
DRIVE MY FAMILY AROUND IN THIS TERRIBLE CAR.

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- 1. (April 15, 2018) NHTSA ID NO. 11085183: VEHICLE WAS RECALLED DUE TO PACIFICA'S STALLING CREATING DANGEROUS SITUATIONS, VAN WAS TAKE TO DEALERSHIP AND SOFTWARE UPDATED. OUR VAN HAD BEEN HAVING MANY TRANSMISSION ISSUES, MAINLY HARD SHIFTS THAT SHIFTED SO HARD IT FELT LIKE THE VEHICLE WAS REAR ENDED. AFTER THE SOFTWARE UPDATE, OUR FAMILY WAS ON AN ON RAMP TO THE HIGHWAY AND THE VEHICLE SUDDENLY JUST STALLED AND STOPPED. THE VEHICLE FINALLY BEGAN MOVING AGAIN AFTER WHAT SEEMED LIKE A LONG TIME BUT WAS MOST LIKELY 5 - 10 SECONDS. HAD A VEHICLE BEEN FOLLOWING US IT WOULD HAVE RESULTED IN AN ACCIDENT WITHOUT QUESTION. THE VAN MADE IT HOME AND HAS BEEN PARKED IN OUR GARAGE AS WE FEEL IT IS UNSAFE TO DRIVE. CHRYSLER HAS BEEN CONTACTED AND IS LOOKING INTO IT. WE BOUGHT A NEW VEHICLE AND THIS ONE BECAUSE OF THE MANY SAFETY FEATURES, UNFORTUNATELY WE ARE LEFT WITH A VEHICLE THAT PUTS MY WIFE AND THREE KIDS IN DANGER.
- m. (March 27, 2018) NHTSA ID NO. 11081516: VAN STALLS INTERMITTENTLY WHILE DRIVING WITHOUT WARNING. THIS VAN HAS HAD THE CHRYSLER RECALL FOR THIS ISSUE PERFORMED ON IT IN LATE 2017 AND ITS STILL STALLING ABOUT EVERY 500 TO 1200 MILES OF OPERATION. VAN IS VERY DANGEROUS TO DRIVE IT CAN QUIT ON A MOMENTS NOTICE WITHOUT WARNING AT ANY SPEED. THE OBD2 SYSTEM RECORDS NO SYSTEM FAULTS WHEN THIS HAS HAPPENED AS PER DEALER SERVICE THAT HAS LOOKED AT THE VANS DATA LOGS. CHRYSLER CLAIMS THE VAN HAS BEEN REPAIRED VIA DOWNLOAD UPDATE FOR EGR VALVE THAT ALSO INCLUDED THE STALLING FIX BUT IT HAS NOT FIXED THE ISSUE.
- n. (February 23, 2018) NHTSA ID NO. 11074478: ENGINE SHUT OFF WHILE DRIVING AT APPROX. 25MPH ON A SNOW COVERED STREET IN THE DARK. LOST ALL POWER AND ELECTRICAL SYSTEMS AND WAS STRANDED IN MIDDLE OF STREET WITH TRAFFIC ALL AROUND. ENGINE RESTARTED AFTER A NUMBER OF ATTEMPTS. VEHICLE HAD PREVIOUSLY BEEN UPDATED WITH RECALL TO ADDRESS THIS ISSUE IN JANUARY OF 2017 (U01/NHTSA 18V-049). CONTACTED CHRYSLER AND WAS TOLD THEY ARE AWARE OF THE ISSUE AND EXPECT ANOTHER SOFTWARE RECALL TO BE READY IN APRIL. THEY REQUESTED THE VEHICLE BE TAKEN OUT OF SERVICE AND PROVIDED AN RENTAL CAR UNTIL UPDATE WILL BE MADE AVAILABLE.

74. The Stalling Defect poses an unreasonable safety risk for Class

1 Members and everyone sharing the road with them by increasing the risk of
2 accidents.

3 **FCA Had Exclusive Knowledge of the Stalling Defect**

4 75. FCA had superior and exclusive knowledge of the Stalling Defect
5 and knew or should have known that the defect was not known to or reasonably
6 discoverable by Plaintiffs and Class Members before they purchased or leased
7 the Class Vehicles.

8 76. As discussed above, Plaintiffs are informed and believe and based
9 thereon allege that before Plaintiffs purchased their Class Vehicle, and since at
10 least June 2016, Defendant knew or should have known, based on FCA's routine
11 monitoring of complaints, that the Class Vehicles had a dangerous design defect
12 that adversely affects their drivability.¹¹

13 77. Additionally, FCA knew or should have known about the Stalling
14 Defect through sources not available to consumers, including FCA's own
15 aggregate pre-market data and other aggregate post-market data from FCA-
16 authorized dealers.

17 78. The existence of the Stalling Defect is a material fact that a
18 reasonable consumer would consider when deciding whether to purchase or lease
19 a Class Vehicle. Had they known that the Class Vehicles were defective,
20 Plaintiffs and other Class Members would not have purchased or leased the Class
21 Vehicles or would have paid less for them.

22 79. Reasonable consumers, like Plaintiffs, expect that the vehicles will
23 be safe and free of defects. Plaintiffs and Class Members further reasonably
24 expect that FCA will not sell or lease vehicles with known safety-related defects,
25 such as the Stalling Defect, and will disclose any such defects to its consumers
26 when it learns of them. Plaintiffs and Class Members did not expect FCA to fail

27 ¹¹ Boudette, "Chrysler Pacifica Owners Say Minivans Suddenly Shut Off,"
28 *supra*.

1 to disclose and continually deny the Stalling Defect.

2 **FCA Has Actively Concealed the Stalling Defect**

3 80. While it has been fully aware of the Stalling Defect in the Class
4 Vehicles, FCA actively concealed the existence and nature of the alleged defect
5 from Plaintiffs and Class Members at the time of purchase, lease, or repair and
6 thereafter. Specifically, FCA failed to disclose or actively concealed at and after
7 the time of purchase, lease, or repair:

- 8 (a) any and all known material defects or material nonconformity
9 of the Class Vehicles, including the Stalling Defect;
- 10 (b) that the Class Vehicles, were not in good in working order,
11 were defective, and were not fit for their intended purposes;
12 and
- 13 (c) that the Class Vehicles were defective, despite FCA's
14 knowledge of such defects since at least June 2016 through
15 alarming failure rates, customer complaints, and other internal
16 sources.

17 81. FCA was inundated with complaints regarding the Stalling Defect.

18 82. When consumers present the Class Vehicles to an authorized FCA
19 dealer for repair of the Stalling System, rather than repair the problem under
20 warranty, FCA dealers either inform consumers that their vehicles are
21 functioning properly or conduct repairs that merely mask the defect.

22 83. Moreover, in a notice to the class, FCA stated that Safety Recall
23 18V-048 would “resolve this important safety issue.” This is untrue. Safety
24 Recall 18V-048 was simply a repackaged version of the existing T23 software
25 update. Neither the recall nor the T23 software update eliminated the Stalling
26 Defect.

27 84. On information and belief, FCA's dealerships also told class
28

1 members that that safety recall would resolve the Stalling Defect, when, in fact,
2 it does not.

3 85. FCA has still not modified or redesigned any of the defective
4 components that cause the Stalling Defect.

5 **CLASS ACTION ALLEGATIONS**

6 86. Plaintiffs bring this lawsuit as a class action on behalf of themselves
7 and all others similarly situated as members of the proposed Class pursuant to
8 Federal Rules of Civil Procedure 23(a) and 23(b)(3). This action satisfies the
9 numerosity, commonality, typicality, adequacy, predominance, and superiority
10 requirements of those provisions.

11 87. The Class and Sub-Class are defined as:

12
13 **Nationwide Class:** All individuals in the United States
14 who purchased or leased any 2016 to 2017 Chrysler
Pacific from an authorized FCA dealer (the “Nationwide
Class” or “Class”).

15 **California Sub-Class:** All members of the Nationwide
16 Class who reside in the State of California.

17 **CLRA Sub-Class:** All members of the California Sub-
18 Class who are “consumers” within the meaning of
California Civil Code § 1761(d).

19 **Implied Warranty Sub-Class:** All members of the
20 Nationwide Class who purchased or leased their vehicles
in the State of California.

21
22 88. Excluded from the Class and Sub-Classes are: (1) Defendant, any
23 entity or division in which Defendant has a controlling interest, and their legal
24 representatives, officers, directors, assigns, and successors; (2) the Judge to
25 whom this case is assigned and the Judge’s staff; and (3) those persons who have
26 suffered personal injuries as a result of the facts alleged herein. Plaintiffs reserve
27 the right to amend the Class and Sub-Class definitions if discovery and further
28

1 investigation reveal that the Class and Sub-Class should be expanded or
2 otherwise modified.

3 89. Numerosity: Although the exact number of Class Members is
4 uncertain and can only be ascertained through appropriate discovery, the number
5 is great enough such that joinder is impracticable. The disposition of the claims
6 of these Class Members in a single action will provide substantial benefits to all
7 parties and to the Court. The Class Members are readily identifiable from
8 information and records in Defendant's possession, custody, or control, as well
9 as from records kept by the Department of Motor Vehicles.

10 90. Typicality: Plaintiffs' claims are typical of the claims of the Class
11 in that Plaintiffs, like all Class Members, purchased or leased a Class Vehicle
12 designed, manufactured, and distributed by FCA. The representative Plaintiffs,
13 like all Class Members, have been damaged by Defendant's misconduct in that
14 they purchased a vehicle they would not have purchased or would have paid less
15 for. Furthermore, the factual bases of FCA's misconduct are common to all Class
16 Members and represent a common thread resulting in injury to all Class
17 Members.

18 91. Commonality: There are numerous questions of law and fact
19 common to Plaintiffs and the Class that predominate over any question affecting
20 only individual Class Members. These common legal and factual issues include
21 the following:

- 22 (a) Whether Class Vehicles suffer from defects relating to the
23 Stalling Defect;
- 24 (b) Whether the symptoms of the Stalling Defect constitute an
25 unreasonable safety risk;
- 26 (c) Whether Defendant knows about the Stalling Defect and, if
27 so, how long Defendant has known of the defect and its
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- symptoms;
- (d) Whether the defective nature of the Class Vehicles constitutes a material fact;
- (e) Whether Defendant has a duty to disclose the defective nature of the Class Vehicles to Plaintiffs and Class Members;
- (f) Whether Plaintiffs and the other Class Members are entitled to equitable relief, including a preliminary and/or permanent injunction;
- (g) Whether Defendant knew or reasonably should have known of the Stalling Defect before it sold and leased Class Vehicles to Class Members;
- (h) Whether Defendant should be declared financially responsible for notifying all Class Members of the problems with the Class Vehicles and for the costs and expenses of repairing the Stalling Defect;
- (i) Whether Defendant is obligated to inform Class Members of their right to seek reimbursement for having paid to diagnose or repair the Stalling Defect;
- (j) Whether Defendant breached the implied warranty of merchantability pursuant to the Magnuson-Moss Act; and
- (k) Whether Defendant breached the implied warranty of merchantability pursuant to the Song-Beverly Act;

92. Adequate Representation: Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs have retained attorneys experienced in the prosecution of class actions, including consumer and product defect class actions, and Plaintiffs intend to prosecute this action vigorously.

93. Predominance and Superiority: Plaintiffs and Class Members have

1 all suffered and will continue to suffer harm and damages as a result of
2 Defendant's unlawful conduct. A class action is superior to other available
3 methods for the fair and efficient adjudication of the controversy. Absent a class
4 action, most Class Members would likely find the cost of litigating their claims
5 prohibitively high and would therefore have no effective remedy at law. It is
6 likely that only a few Class Members could afford to seek legal redress for
7 Defendant's misconduct. Absent a class action, Class Members will continue to
8 incur damages, and Defendant's misconduct will continue without remedy.
9 Class treatment of common questions of law and fact would also be a superior
10 method to multiple individual actions or piecemeal litigation in that class
11 treatment will conserve the resources of the courts and the litigants, and will
12 promote consistency and efficiency of adjudication.

13 **FIRST CAUSE OF ACTION**

14 **(Violation of California's Consumers Legal Remedies Act,** 15 **California Civil Code § 1750, et seq.)**

16 94. Plaintiffs incorporate by reference the allegations contained in the
17 preceding paragraphs of this Complaint.

18 95. Plaintiffs bring this cause of action on behalf of themselves and the
19 Nationwide Class, or, in the alternative, the CLRA Sub-Class.

20 96. Defendant is a "person" as defined by California Civil Code
21 § 1761(c).

22 97. Plaintiffs and CLRA Sub-class Members are "consumers" within the
23 meaning of California Civil Code § 1761(d) because they purchased their Class
24 Vehicles primarily for personal, family, or household use.

25 98. By failing to disclose the Stalling Defect and concealing it from
26 Plaintiffs and Class Members, Defendant violated California Civil Code §
27 1770(a), as it represented that the Class Vehicles had characteristics and benefits
28

1 that they do not have, and represented that the Class Vehicles were of a
2 particular standard, quality, or grade when they were of another. *See* Cal. Civ.
3 Code §§ 1770(a)(5) & (7).

4 99. Defendant's unfair and deceptive acts or practices occurred
5 repeatedly in Defendant's trade or business, were capable of deceiving a
6 substantial portion of the purchasing public, and imposed a serious safety risk on
7 the public.

8 100. Defendant knew that the Class Vehicles suffered from an inherent
9 defect, were defectively designed, and were not suitable for their intended use.

10 101. As a result of their reliance on Defendant's omissions, owners
11 and/or lessees of the Class Vehicles suffered an ascertainable loss of money,
12 property, and/or value of their Class Vehicles.

13 102. Defendant was under a duty to Plaintiffs and Class Members to
14 disclose the Stalling Defect and/or the associated repair costs because:

- 15 (a) Defendant was in a superior position to know the true state of
16 facts about the safety-related Stalling Defect in the Class
17 Vehicles;
- 18 (b) Plaintiffs and Class Members could not reasonably have been
19 expected to learn or discover that their Class Vehicles had a
20 dangerous defect until it manifested; and
- 21 (c) Defendant knew that Plaintiffs and Class Members could not
22 reasonably have been expected to learn of or discover the
23 safety-related defect.

24 103. In failing to disclose the defective nature of the Class Vehicles,
25 Defendant knowingly and intentionally concealed material facts and breached its
26 duty not to do so.

27 104. The facts Defendant concealed from or failed to disclose to
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1 Plaintiffs and Class Members are material in that a reasonable consumer would
2 have considered them to be important in deciding whether to purchase or lease
3 the Class Vehicles or pay less. Had they known that the Class Vehicles were
4 defective, Plaintiffs and Class Members would not have purchased or leased the
5 Class Vehicles or would have paid less for them.

6 105. Plaintiffs and Class Members are reasonable consumers who do not
7 expect the Class Vehicles to shut down or stall while at speed without warning.
8 This is the reasonable and objective consumer expectation relating to vehicles.

9 106. As a result of Defendant's conduct, Plaintiffs and Class Members
10 were harmed and suffered actual damages in that, on information and belief, the
11 Class Vehicles experienced and will continue to experience problems such as the
12 vehicles dangerously stalling at speed.

13 107. As a direct and proximate result of Defendant's unfair or deceptive
14 acts or practices, Plaintiffs and Class Members suffered and will continue to
15 suffer actual damages.

16 108. Plaintiffs and the Class are entitled to equitable relief.

17 109. Plaintiffs provided Defendant with notice of its violations of the
18 CLRA pursuant to California Civil Code § 1782(a). Defendant has failed to
19 provide appropriate relief for their violations of the CLRA within 30 days. Thus,
20 Plaintiffs now seek monetary, compensatory, and punitive damages, in addition
21 to injunctive and equitable relief.

22
23 **SECOND CAUSE OF ACTION**

24 **(Violation of California Business & Professions Code § 17200, et seq.)**

25 110. Plaintiffs incorporate by reference the allegations contained in the
26 preceding paragraphs of this Complaint.

27 111. Plaintiffs bring this cause of action on behalf of themselves and the
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1 Nationwide class, or, in the alternative, the California Sub-Class.

2 112. As a result of their reliance on Defendant’s omissions, owners
3 and/or lessees of the Class Vehicles suffered an ascertainable loss of money,
4 property, and/or value of their Class Vehicles.

5 113. California Business & Professions Code § 17200 prohibits acts of
6 “unfair competition,” including any “unlawful, unfair or fraudulent business act
7 or practice” and “unfair, deceptive, untrue or misleading advertising.”

8 114. Plaintiffs and Class Members are reasonable consumers who do not
9 expect their Class Vehicles to exhibit problems such as stalling at speed without
10 warning.

11 115. Defendant knew the Class Vehicles suffered from inherent defects,
12 were defectively designed or manufactured, would fail prematurely, and were not
13 suitable for their intended use.

14 116. In failing to disclose the Stalling Defect, Defendant has knowingly
15 and intentionally concealed material facts and breached its duty not to do so.

16 117. Defendant was under a duty to Plaintiffs and Class Members to
17 disclose the defective nature of the Class Vehicles:

- 18 (a) Defendant was in a superior position to know the true state of
19 facts about the safety-related defect in the Class Vehicles;
- 20 (b) Defendant made partial disclosures about the quality of the
21 Class Vehicles without revealing their defective nature; and
- 22 (c) Defendant actively concealed the defective nature of the Class
23 Vehicles from Plaintiffs and the Class.

24 118. The facts Defendant concealed from or failed to disclose to
25 Plaintiffs and Class Members are material in that a reasonable person would
26 have considered them to be important in deciding whether to purchase or lease
27 Class Vehicles. Had they known that the Class Vehicles were defective and
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1 posed a safety hazard, then Plaintiffs and the other Class Members would not
2 have purchased or leased Class Vehicles or would have paid less for them.

3 119. Defendant continued to conceal the defective nature of the Class
4 Vehicles after Class Members began to report problems. Indeed, Defendant
5 continues to cover up and conceal the true nature of the Stalling Defect.

6 120. Defendant's conduct was and is likely to deceive consumers.

7 121. Defendant's acts, conduct and practices were unlawful, in that they
8 constituted:

- 9 (a) Violations of California's Consumers Legal Remedies Act;
- 10 (b) Violations of the Song-Beverly Consumer Warranty Act;
- 11 (c) Violations of the Magnuson-Moss Warranty Act.

12 122. By its conduct, Defendant has engaged in unfair competition and
13 unlawful, unfair, and fraudulent business practices.

14 123. Defendant's unfair or deceptive acts or practices occurred
15 repeatedly in Defendant's trade or business, and were capable of deceiving a
16 substantial portion of the purchasing public.

17 124. As a direct and proximate result of Defendant's unfair and deceptive
18 practices, Plaintiffs and the Class have suffered and will continue to suffer actual
19 damages.

20 125. Defendant has been unjustly enriched and should be required to
21 make restitution to Plaintiffs and the Class pursuant to §§ 17203 and 17204 of
22 the Business & Professions Code.

23 **THIRD CAUSE OF ACTION**

24 **(Breach of Implied Warranty Pursuant to Song-Beverly**
25 **Consumer Warranty Act, California Civil Code §§ 1792 and 1791.1, et seq.)**

26 126. Plaintiffs incorporate by reference the allegations contained in the
27 preceding paragraphs of this Complaint.

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1 127. Plaintiffs bring this cause of action against Defendant on behalf of
2 themselves and the Implied Warranty Sub-Class.

3 128. Defendant was at all relevant times the manufacturer, distributor,
4 warrantor, and/or seller of the Class Vehicles. Defendant knew or had reason to
5 know of the specific use for which the Class Vehicles were purchased or leased.

6 129. Defendant provided Plaintiffs and Class Members with an implied
7 warranty that the Class Vehicles and their component parts are merchantable and
8 fit for the ordinary purposes for which they were sold. However, the Class
9 Vehicles are not fit for their ordinary purpose of providing reasonably reliable
10 and safe transportation because, *inter alia*, the Class Vehicles suffered from an
11 inherent defect at the time of sale and thereafter.

12 130. Defendant impliedly warranted that the Class Vehicles were of
13 merchantable quality and fit for such use. This implied warranty included,
14 among other things: (i) a warranty that the Class Vehicles manufactured,
15 supplied, distributed, and/or sold by FCA were safe and reliable for providing
16 transportation; and (ii) a warranty that the Class Vehicles would be fit for their
17 intended use while being operated.

18 131. Contrary to the applicable implied warranties, the Class Vehicles at
19 the time of sale and thereafter were not fit for their ordinary and intended
20 purpose of providing Plaintiffs and Class Members with reliable, durable, and
21 safe transportation. Instead, the Class Vehicles are defective.

22 132. The Stalling Defect is inherent in each Class Vehicle and was
23 present in each Class Vehicle at the time of sale.

24 133. As a result of Defendant's breach of the applicable implied
25 warranties, owners and/or lessees of the Class Vehicles suffered an ascertainable
26 loss of money, property, and/or value of their Class Vehicles.

27 134. Defendant's actions, as complained of herein, breached the implied
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1 warranty that the Class Vehicles were of merchantable quality and fit for such
2 use in violation of California Civil Code §§ 1792 and 1791.1.

3 **FOURTH CAUSE OF ACTION**

4 **(Breach of Implied Warranty under the Magnuson-Moss Warranty Act,**
5 **15 U.S.C. § 2303 et seq.)**

6 135. Plaintiffs incorporate by reference the allegations contained in the
7 preceding paragraphs of this Complaint.

8 136. Plaintiffs bring this cause of action on behalf of themselves and the
9 Nationwide Class, or, in the alternative, the California Sub-Class, against
10 Defendant.

11 137. The Class Vehicles are a “consumer product” within the meaning of
12 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

13 138. Plaintiffs and Class Members are “consumers” within the meaning
14 of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

15 139. Defendant is a “supplier” and “warrantor” within the meaning of the
16 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

17 140. Each Class Vehicle is accompanied by FCA’s 3 year/ 36,000 miles
18 basic warranty and 5 year/ 60,000 miles powertrain warranty.

19 141. FCA impliedly warranted that the Class Vehicles were of
20 merchantable quality and fit for such use. This implied warranty included,
21 among other things: (i) a warranty that the Class Vehicles manufactured,
22 supplied, distributed, and/or sold by FCA were safe and reliable for providing
23 transportation; and (ii) a warranty that the Class Vehicles would be fit for their
24 intended use while being operated.

25 142. Contrary to the applicable implied warranties, the Class Vehicles at
26 the time of sale and thereafter were not fit for their ordinary and intended
27 purpose of providing Plaintiffs and Class Members with reliable, durable, and
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1 safe transportation. Instead, the Class Vehicles are defective.

2 143. Defendant’s breach of implied warranties has deprived Plaintiffs
3 and Class Members of the benefit of their bargain.

4 144. The amount in controversy of Plaintiffs’ individual claims meets or
5 exceeds the sum or value of \$25,000. In addition, the amount in controversy
6 meets or exceeds the sum or value of \$50,000 (exclusive of interests and costs)
7 computed based on all claims to be determined in this suit.

8 145. Defendant has been afforded a reasonable opportunity to cure its
9 breach, including when Plaintiffs and Class Members brought their vehicles in
10 for diagnoses and repair of the Stalling Defect.

11 146. As a direct and proximate cause of Defendant’s breach of implied
12 warranties, Plaintiffs and Class Members sustained damages and other losses in
13 an amount to be determined at trial. Defendant’s conduct damaged Plaintiffs and
14 Class Members, who are entitled to recover actual damages, consequential
15 damages, specific performance, diminution in value, costs, attorneys’ fees,
16 and/or other relief as appropriate.

17 147. Because of Defendant’s violations of the Magnuson-Moss Warranty
18 Act as alleged herein Plaintiffs and Class Members have incurred damages.

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21 **FIFTH CAUSE OF ACTION**
22 **(For Unjust Enrichment)**

23 148. Plaintiffs incorporate by reference the allegations contained in the
24 preceding paragraphs of this Complaint.

25 149. Plaintiffs bring this cause of action on behalf of themselves and the
26 Nationwide Class against Defendant.

27 150. As a direct and proximate result of Defendant’s failure to disclose a
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1 known defect, Defendant has profited through the sale and lease of the Class
2 Vehicles. Although these vehicles are purchased through Defendant's agents,
3 the money from the vehicle sales flows directly back to Defendant.

4 151. Additionally, as a direct and proximate result of Defendant's failure
5 to disclose a known defect in the Class Vehicles, Plaintiffs and Class Members
6 have vehicles that require repeated, high-cost repairs that can and therefore have
7 conferred an unjust substantial benefit upon Defendant at Class Members'
8 expense.

9 152. Defendant has therefore been unjustly enriched due to the Stalling
10 Defect in the Class Vehicles through the use of funds that earned interest or
11 otherwise added to Defendant's profits when said money should have remained
12 with Plaintiffs and Class Members.

13 153. As a result of the Defendant's unjust enrichment, Plaintiffs and
14 Class Members have suffered damages.

15 **RELIEF REQUESTED**

16 154. Plaintiffs, on behalf of themselves and all others similarly situated,
17 request the Court to enter judgment against Defendant, as follows:

- 18 (a) An order certifying the proposed Class and Sub-Classes,
19 designating Plaintiffs as named representative of the Class
20 and designating the undersigned as Class Counsel;
- 21 (a) A declaration that Defendant is financially responsible for
22 notifying all Class Members about the defective nature of the
23 Class Vehicles;
- 24 (b) An order enjoining Defendant from further deceptive
25 distribution, sales, and lease practices with respect to Class
26 Vehicles; declaring that the Stalling Defect is safety-related;
27 compelling Defendant to remove, repair, and/or replace the
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Class Vehicles’ with suitable alternative product(s) that do not contain the defects alleged herein; enjoining Defendant from selling the Class Vehicles with the misleading information; and/or compelling Defendant to reform its warranty, in a manner deemed to be appropriate by the Court, to cover the injury alleged and to notify all Class Members that such warranty has been reformed;

- (c) A declaration requiring Defendant to comply with the various provisions of the Song-Beverly Act alleged herein and to make all the required disclosures;
- (d) An award to Plaintiffs and the Class for compensatory, exemplary, and statutory damages, including interest, in an amount to be proven at trial;
- (e) Any and all remedies provided pursuant to the Song-Beverly Act, including California Civil Code section 1794;
- (f) Any and all remedies provided pursuant to the Magnuson-Moss Warranty Act;
- (g) A declaration that Defendant must disgorge, for the benefit of the Class, all or part of the ill-gotten profits it received from the sale or lease of its Class Vehicles, or make full restitution to Plaintiffs and Class Members;
- (h) An award of attorneys’ fees and costs, as allowed by law;
- (i) An award of attorneys’ fees and costs pursuant to California Code of Civil Procedure § 1021.5;
- (j) An award of pre-judgment and post-judgment interest, as provided by law;
- (k) Leave to amend the Complaint to conform to the evidence

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produced at trial; and

- (l) Such other relief as may be appropriate under the circumstances.

DEMAND FOR JURY TRIAL

155. Pursuant to Federal Rule of Civil Procedure 38(b) and Southern District of California Local Rule 38.1, Plaintiffs demand a trial by jury of any and all issues in this action so triable.

Dated: October 15, 2018

Respectfully submitted,
Capstone Law APC

By: /s/ Jordan L. Lurie

Jordan L. Lurie
Tarek H. Zohdy
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