IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

RICHARD ALEXANDER and EVELYN ALEXANDER, individually, and on behalf of all others similarly situated,	§	Civil Action No. 3:26-cv-00314
Plaintiffs,	§	
v.	§	CLASS ACTION
FCA US LLC f/k/a CHRYSLER GROUP LLC and LEAR CORPORATION,	§	JURY TRIAL DEMANDED
Defendants.	§	

CLASS ACTION COMPLAINT

Plaintiffs Richard Alexander and Evelyn Alexander ("Plaintiffs") bring this action individually and on behalf of all others similarly situated (the "Class") against Defendants FCA US LLC f/k/a Chrysler Group LLC ("FCA") and Lear Corporation ("Lear") (together "Defendants") and allege as follows:

I. NATURE OF THE ACTION

1. This is a class action arising out of the defective design and inadequate testing of the electric front driver and/or passenger seat height adjuster (the "Defective Seat Height Adjuster") in the:

- 2011-2023 Dodge Charger
- 2011-2023 Chrysler 300
- 2011-2023 Dodge Challenger
- 2011-2017 Chrysler 200
- 2013-2016 Dodge Dart

(collectively the "Class Vehicles").

2. Defendant Lear designed, tested, and manufactured the Defective Seat Height Adjuster and each seat into which it was installed (the "Seat").

3. Defendant FCA designed, tested, and manufactured, and installed the Seat in, the

Class Vehicles.

II. PARTIES

A. Plaintiffs Richard Alexander and Evelyn Alexander

4. Plaintiffs Richard and Evelyn Alexander reside in Desoto, Dallas County, Texas. The Alexanders own a 2014 Chrysler 300 (VIN#: 2C3CCAAG7EH200659) they purchased from Clay Cooley Dallas Chrysler Jeep Dodge Ram located at 11550 Lyndon B Johnson Fwy, Dallas, Texas 75238.

B. Defendant FCA US LLC

5. FCA is a Delaware limited liability company with its principal place of business in Auburn Hills, Michigan and will be served with summons pursuant to FED. RULE CIV. P. 4.

C. Defendant Lear Corporation

6. Lear is a Delaware corporation with its principal place of business in Michigan and will be served with summons pursuant to FED. RULE CIV. P. 4.

III. NON-PARTIES

7. FCA's authorized dealers operate under a franchise agreement with FCA. The franchise agreement grants the authorized dealers the authority to sell and service FCA vehicles, but the authorized dealers retain significant autonomy in their business operations. Under the franchise agreement, the authorized dealers manage their own sales, local marketing and advertising, customer service (including service and parts), financial operations (including inventory, financing, and other business expenses), and employees (hiring, training, and managing their staff). As a conduit for customer feedback, the authorized dealers also influence product configurations, service programs, and warranties.

8. FCA and Lear use several marketing companies or advertising agencies to promote the sale of Class Vehicles. For example, GSD&M, Omni Advertising, and lead FCA mainstream

advertising and creative campaigns. Moncur handles Lear's automotive marketing efforts. Omni Advertising specializes in marketing FCA dealerships and builds programming and experiences to showcase FCA vehicles.

IV. JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 of the Class Action Fairness Act of 2005 because: (i) there are 100 or more Class members, (ii) there is an aggregate amount in controversy exceeding $5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because at least one member of the class of plaintiffs and one defendant are citizens of different States.

10. This Court also has federal question jurisdiction under 28 U.S.C. § 1331 because Plaintiffs have claims under 18 U.S.C. § 1964 (RICO) and supplemental jurisdiction over the alleged state law claims pursuant to 28 U.S.C. § 1367.

11. This Court has specific personal jurisdiction Defendants because they conduct business in Texas, have purposefully availed themselves of the benefits and protections of Texas by continuously and systematically conducting substantial business in this judicial district, directing advertising and marketing materials to districts within Texas, and intentionally, and purposefully placing Class Vehicles into the stream of commerce within the districts of Texas and throughout the United States with the intent that consumers would purchase them in the districts to which they were shipped. Thousands of Class Vehicles have been sold in Texas and are operated within the State and this judicial district.

12. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because Defendants transact business in this district, are subject to personal jurisdiction in this district, because a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in this district or a substantial part of property that is the subject of the action is situated in this district.

Additionally, venue is proper under 28 U.S.C. § 1965(b) because in any action brought under the Federal RICO statute in a U.S. District Court, the Court may cause parties residing in another district to be summoned to that district if the "ends of justice require" it. Here, the ends of justice require this Court's exercise of personal jurisdiction over all Defendants. Along with the acts alleged in this Complaint, the Defendants directly or indirectly used the means and instrumentalities of interstate commerce and the United States mail. Defendants operated an enterprise within the meaning of 18 U.S.C. §1961(4) that operates in interstate commerce and the activities of which affect interstate commerce.

V. FACTS

13. Millions of Americans drive automobiles. They drive their children to school, they drive themselves to work, they drive to purchase essentials like food and medicine, and they sometimes drive just to enjoy a sunny day.

14. For most Americans, the purchase or lease of a motor vehicle is their second largest financial investment, followed only by the purchase of a home.

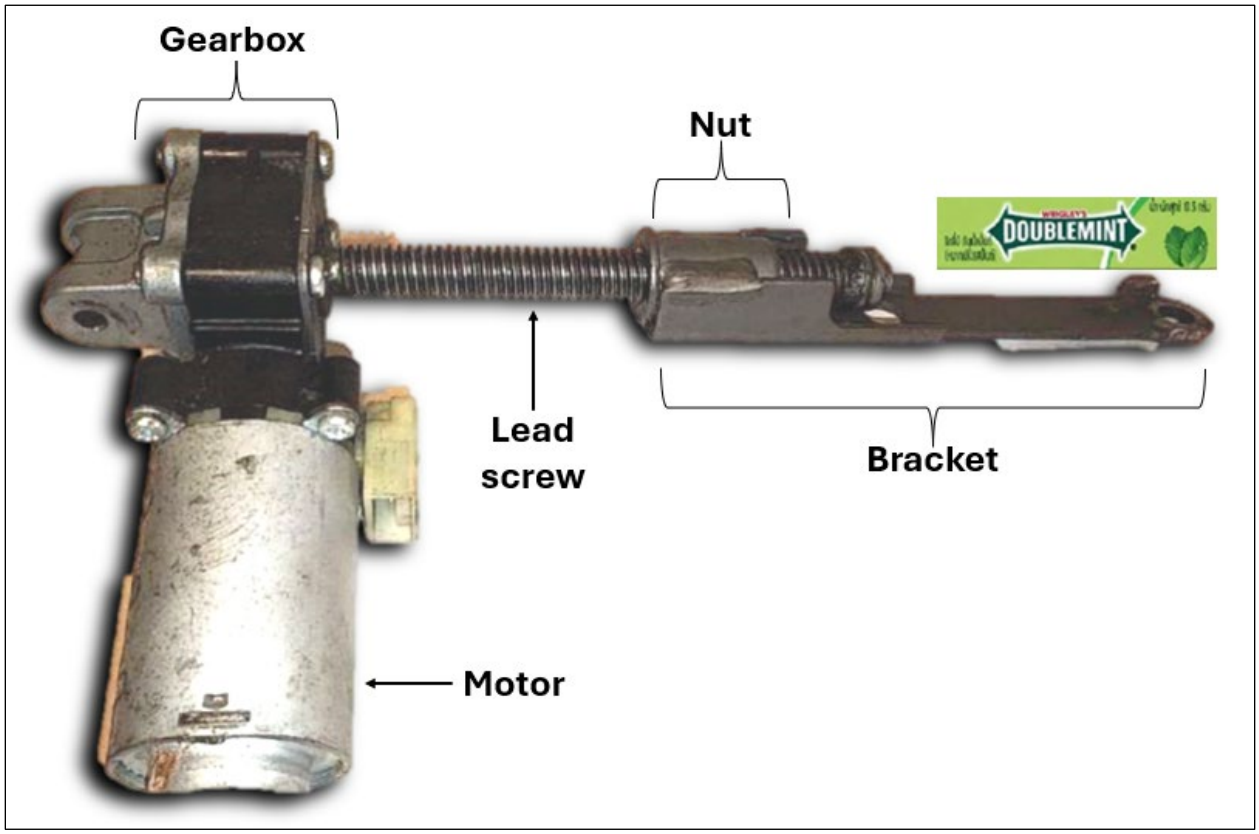
15. While cars are a common feature of our daily lives, they are also potentially dangerous and deadly. To reduce injuries and deaths from car accidents, the federal government enacted laws and charged the National Highway Traffic Safety Administration ("NHTSA") with promulgating Federal Motor Vehicle Safety Standards ("FMVSS") and other regulations for new motor vehicles and motor vehicle equipment to save lives, prevent injuries, and reduce economic costs due to road traffic crashes.

16. When the manufacturer of automobiles or motor vehicle equipment learns of a safety related defect in its product, federal law requires it to disclose the defect to NHTSA and to the owners, purchasers, and dealers of the vehicle. 49 U.S.C. § 30118(c). Defendants ignored this duty by failing to disclose to NHTSA and the purchasers and lessees of Class Vehicles that in rear

end collisions at low speeds, the Defective Seat Height Adjuster collapses, the Seat immediately and without warning drops out from under the occupant, and the occupant is suspended in space, out of position relative to the restraint system and other impact safety features of the Class Vehicles.

17. The Defective Seat Height Adjuster creates an unreasonable risk of injury or death and the higher the Seat is raised, the greater the risk of injury or death. The explanation for the failure is simple.

18. The Defective Seat Height Adjuster is comprised of a motor, a gear box, a lead screw (threaded shaft), a matching nut that moves along the shaft as it rotates, and, as applicable here, a bracket welded to the nut:



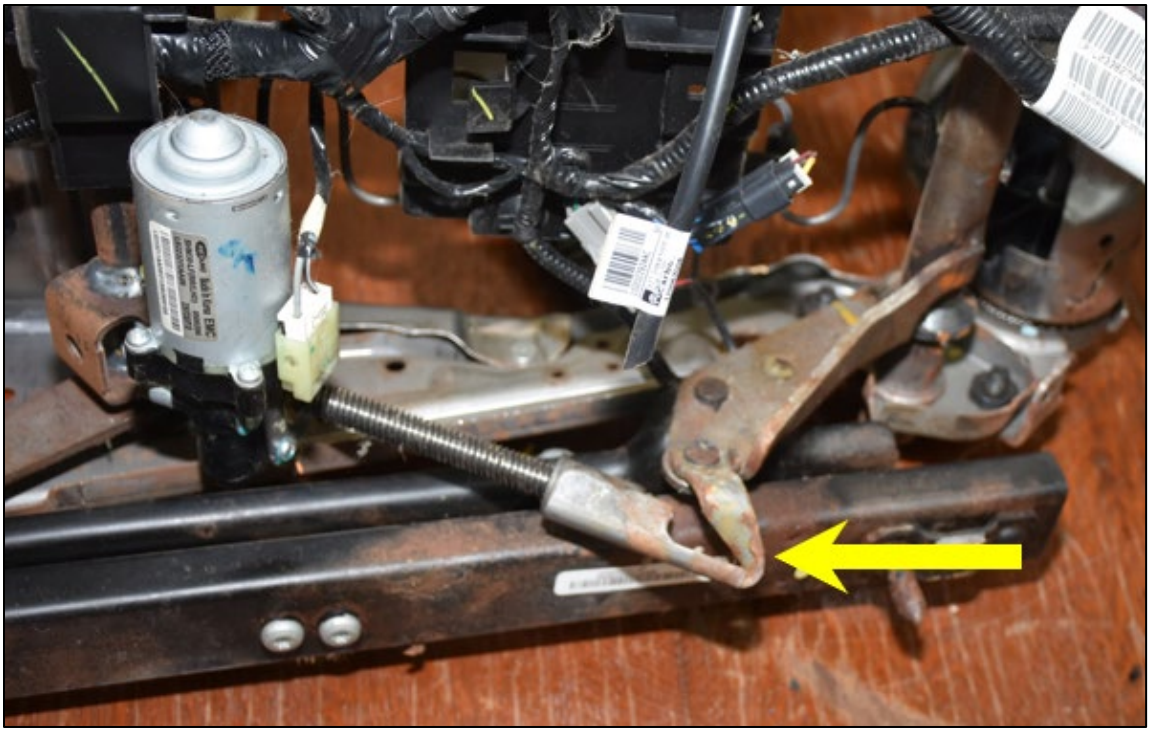
19. The motor is mounted to the seat frame, and the bracket is riveted to Seat. The right side of the bracket above is approximately the width, length, and thickness of a stick of DoubleMint

gum.

20. The motor is activated by a switch mounted on the outside of the Seat. If the occupant presses ***down*** on the switch, the screw turns clockwise and moves the nut and attached bracket ***closer*** to the motor, thereby moving the Seat downwards.

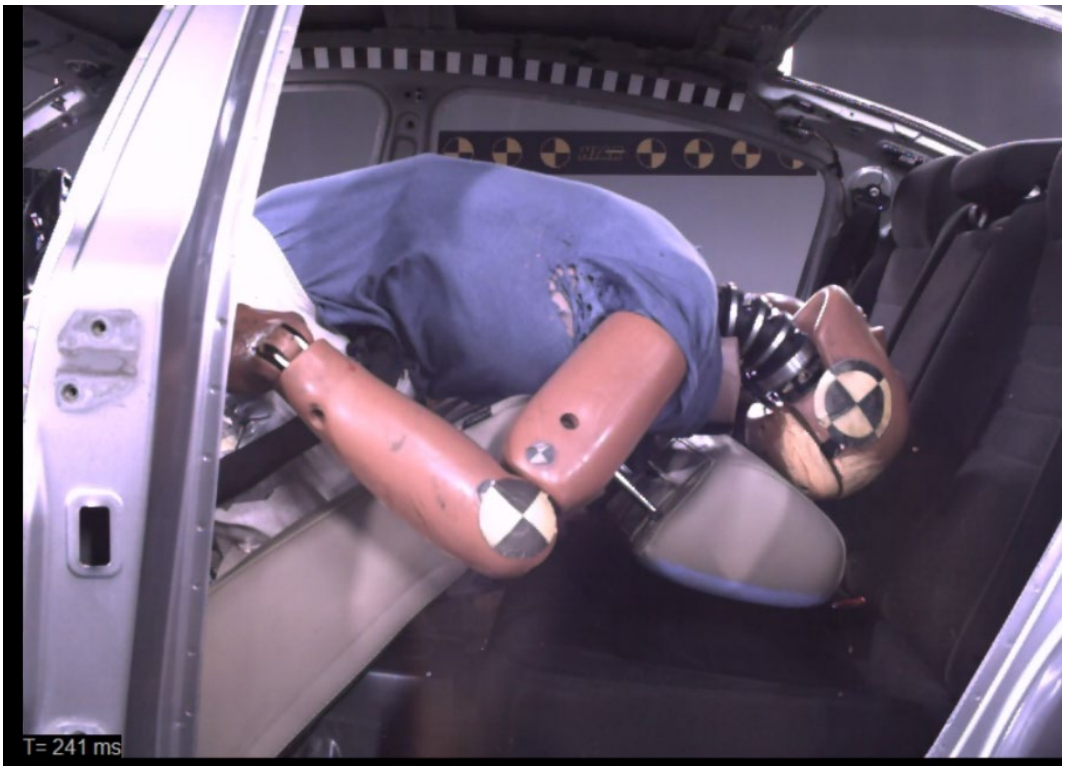
21. If the occupant pulls the switch ***up***, the screw turns counterclockwise and moves the nut and attached bracket ***farther*** away from the motor, thereby moving the Seat upwards.

22. Plaintiffs' counsel engaged engineers and test facilities to document the performance of the Defective Seat Height Adjuster in rear end collisions. Their testing at 25 MPH documented the failure of the Defective Seat Height Adjuster. The following two photographs show the failed Defective Seat Height Adjusters:



The results of this failure are catastrophic:

23. This is a still-frame from the video of one of those tests showing the displacement of the dummy in a rear impact sled test conducted by Plaintiffs' experts:



24. FCA manufactured and sold to the American public +2 million of the Class Vehicles.

25. Defendants knew or should have known of the unreasonable risks of injury or death resulting from the failure of the Defective Seat Height Adjuster before selling the Class Vehicles to Plaintiffs and Class members. Upon information and belief, Defendants concealed these unreasonable risks of injury or death from NHTSA, the Plaintiffs, and the Class.

MAIL AND WIRE FRAUD (18 U.S.C. §§ 1341, 1343)

26. FCA and Lear, by and through their enterprise(s), engaged in the following acts of racketeering, as defined by 18 U.S.C. § 1961(1):

27. FCA and Lear, by and through their enterprises, engaged in a systematic and ongoing scheme with the intent to defraud, and/or deceive Plaintiffs and Class Members (collectively referred to herein as "victims"). Defendants knowingly devised and/or knowingly participated in a scheme or artifice to defraud the victims or to obtain the money or property of the victims by means of false or fraudulent pretenses or representation in violation of 18 U.S.C. §§ 1341, 1343.

28. Defendants' business practices described above are contrary to public policy or fail to measure up to the reflection of moral uprightness, of fundamental honesty, fair play and right dealing in the general and business life of members of society in violation of 18 U.S.C. §§ 1341, 1343.

29. Defendants could foresee that the U.S. Mail and/or interstate wires would be used "for the purpose of" advancing, furthering, executing, concealing, conducting, participating in or carrying out the scheme, within the meaning of 18 U.S.C. §§ 1341, 1343.

30. FCA and Lear acting singularly and in concert, personally and through their enterprise(s), used the U.S. Mail or interstate wires or caused the U.S. Mail or interstate wires to

be used "for the purpose of" advancing, furthering, executing, concealing, conducting, participating in, or carrying out a scheme to defraud the victims," within the meaning of 18 U.S.C. §§ 1341, 1343.

31. By way of example, upon information and belief, FCA and Lear used the U.S. Mail, interstate wires, and electronic communications to exchange communications between themselves and others, including but not limited to the following communications, that furthered and facilitated their scheme to defraud:

a. communications between and amongst FCA, Lesar, and third parties regarding the Defective Seat Height Adjuster;

b. communications (such as purchase agreements, financing terms, warranties, product literature) to further and facilitate the sale of the Class Vehicles;

c. owners' manuals and technical service bulletins;

d. warranty data regarding the Defective Seat Height Adjuster, submitted by authorized dealers to FCA;

e. certifications that the Seat complied with FMVSS standards; and

f. communications between Plaintiffs and other Class Members regarding the replacement of seats due to the Defective Seat Height Adjuster. Examples of the FCA Enterprise's multiple predicate acts of mail and wire fraud are summarized in the below subparagraphs.[1]

32. FCA and Lear violated the mail fraud act by affixing false and/or misleading safety certifications relating to FMVSS compliance in each Class Vehicle and shipping them to dealers through interstate carriers. FCA and Lear also violated the mail and/or wire fraud acts by using

[1] Many of the precise dates and examples of the fraudulent uses of the U.S. mail and interstate wire facilities have been deliberately hidden by Defendants and cannot be alleged without access to Defendants' books and records. However, Plaintiffs have described the types of, and in some instances, occasions on which the predicate acts of mail and/or wire fraud occurred. These include thousands of communications to perpetuate and maintain the scheme, including the things and documents described in the preceding paragraphs.

mail and/or wire in connection with the creation of certification stickers and owners' manuals for Class Vehicles that contained false and/or misleading statements and assurances regarding the vehicles' occupant restraint systems. Examples of such statements are located in the respective owner's manuals. Because FCA and Lear took no steps to warn consumers of the Defective Seat Height Adjuster, the Class Vehicles were sold to Plaintiffs and the Class under false and/or misleading pretenses insofar as the certification labels and owner's manuals suggested that the Class Vehicles had working occupant restraint systems with no known defects. FCA was aware that its Authorized Dealerships were selling Class Vehicles under these false or misleading pretenses , concealing the existence and scope of the defect in the Seats installed in Class Vehicles.

33. FCA and Lear also violated the mail and wire acts by falsely advertising the safety of FCA Class Vehicles through broadcast media, through social media, on its website, and in printed materials. FCA's advertising uniformly omitted any description of the Defective Seat Height Adjusters that were vulnerable to deformation during rear impact collisions or the risk that the occupant restraint system could fail in Class Vehicles at the worst possible time. FCA, Lear, FCA's Authorized Dealerships, and others were aware of FCA's advertising, and conspired with FCA to conceal the existence and scope of the defect in the Defective Seat Height Adjuster installed in the Seat.

34. FCA and Lear violated the mail and wire fraud acts by using interstate mail and wire to submit paper and electronic versions of a misleading certification reports falsely stating that the Class Vehicles equipped with the Seats were subject to FMVSSs and were not defective because Seat's complied with such standards, even though the higher the Seat was raised, the lower the speed at which the unreasonable risk of injury increases.

35. All the wire communications described above crossed interstate and international borders by reason of the technology used to transmit the communications.

36. It is not possible for Plaintiffs to plead with particularity all instances of mail or wire fraud that advanced, furthered, executed, and concealed the schemes because the particulars of many such communications are within the exclusive control and within the exclusive knowledge of FCA and Lear and other presently unknown individuals. For example, FCA and Lear used the mails and wires to, among other things, market the Class Vehicles while failing to disclose material information regarding the Defective Seat Height Adjuster. Plaintiff reasonably expects that FCA and Lear will be able to produce records of communications described herein with all Plaintiffs and Class Members.

37. Each and every use of the U.S. Mail and interstate wires described above was committed by FCA and Lear with the specific intent to defraud the victims or to obtain the property of the victims by means of false or fraudulent pretenses, representations, or promises. FCA and Lear's acts of mail and wire fraud in violation of 18 U.S.C. §§ 1341, 1343 constitute racketeering activity as defined by 18 U.S.C. § 1961(1)(B).

38. As set forth above, Plaintiffs and other Class Members relied on FCA and Lear's explicit or implicit fraudulent representations and/or its fraudulent omissions set forth above.

VI. CLASS ACTION ALLEGATIONS

39. Plaintiffs, individually, and as a class action on behalf of similarly situated purchasers and lessees of the Vehicles pursuant to Federal Rule of Civil Procedure 23(b)(2) and (3), seek to certify a Nationwide Class defined as:

> **Nationwide Class**: All residents of the United States or its territories who own, owned, lease, or leased a new or used Class Vehicle, excluding any person who has pursued an action for damages for personal injury, death, or property damages against Defendants for the Defective Seat Height Adjuster.

40. In the alternative to the Nationwide Class, and pursuant to Federal Rules of Civil Procedure, Rule 23(c)(5), Plaintiffs seek to represent the following Texas Class:

> **Texas Class**: All Texas residents who own, owned, lease, or leased a new or used Class Vehicle purchased or leased in Texas, excluding any person who has pursued an action for damages for personal injury, death, or property damages against Defendants for the Defective Seat Height Adjuster.

41. Together, the Nationwide Class and the State Classes shall be collectively referred to herein as the "Class." Excluded from the Class are former owners who completed their ownership without experiencing the alleged Defect. Also, excluded from these classes are Defendants, as well as Defendants' affiliates, employees, officers and directors, and the judge to whom this case is assigned. Plaintiffs reserve the right to amend the definition of the class if discovery and/or further investigation reveal that the classes should be expanded or otherwise modified.

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

43. **Numerosity:** The members of the Class are so numerous that joinder of all class members in a single proceeding would be impracticable. While the exact number and identities of individual members of the class are unknown at this time, such information being in the sole possession of Defendants and obtainable by Plaintiffs only through the discovery process, Plaintiffs believe, and on that basis allege, that +1 million Class Vehicles have been sold or leased Nationwide.

44. **Existence/Predominance of Common Questions of Fact and Law:** Common questions of law and fact exist as to all class members and predominate over questions affecting only individual class members. Such common questions of law or fact include, *inter alia*:

a. whether the Defective Seat Height Adjuster causes the Seat to fail in the Class Vehicles;

b. whether Defendants violated RICO, 18 U.S.C. § 1962(c)-(d);

c. whether Defendants violated the Texas DTPA;

d. whether Defendants were negligent in their design of the Defective Seat Height Adjuster in Class Vehicles;

e. whether Defendants were negligent in failing to notify NHTSA, Plaintiffs, and Class of the Defective Seat Height Adjuster;

f. whether Lear violated independent duties to the Class when it agreed to manufacture and sell the Seat to FCA;

g. whether Defendants were negligent per se in their design of the Defective Seat Height Adjuster in Class Vehicles;

h. whether Defendants were negligent per se in failing to notify NHTSA, Plaintiffs, and the Class of the Defective Seat Height Adjuster;

i. whether the Defective Seat Height Adjuster in Class Vehicles was defectively designed and unreasonably dangerous;

j. whether FCA breached express warranties to Plaintiffs and Class members when it designed, manufactured, and sold the Class Vehicles;

k. whether FCA breached implied warranties to Plaintiffs and Class members when it designed, manufactured, and sold the Class Vehicles;

l. whether FCA misrepresented material facts to purchasers and lessees regarding the safety of Class Vehicles;

m. whether Defendants knowingly concealed from NHTSA, Plaintiffs, and/or the Class an unreasonable risk of injury or death due to the failure of the Defective Seat Height Adjuster in Class Vehicles;

n. whether Defendants knowingly failed to disclose the existence an elevated risk of serious injury or death due to the failure of the Defective Seat Height Adjuster in Class Vehicles;

o. whether Defendants conspired to conceal from NHTSA,

Plaintiffs, and/or the Class an unreasonable risk of injury or death due to the failure of the Defective Seat Height Adjuster in Class Vehicles;

p. whether Defendants' omissions and misrepresentations regarding the Class Vehicles were likely to mislead a reasonable consumer;

q. whether a reasonable consumer would consider the Defective Seat Height Adjuster or the risk of its failure to be material;

r. whether Defendants' conduct violates the Texas Deceptive Trade Practices Act and the other statutes asserted herein;

s. whether Plaintiffs and Class members have been damaged and, if so, the extent of such damages; and

t. whether Plaintiffs' and Class members' Vehicles were worth less than as represented as a result of the risks presented by the Defective Seat Height Adjuster; and

u. whether Plaintiffs and Class members are entitled to equitable relief, including, but not limited to, restitution and injunctive relief.

45. Defendants engaged in a common course of conduct giving rise to the legal rights sought to be enforced by Plaintiffs individually and on behalf of the Class. Similar or identical common law violations, business practices, and injuries are involved. Individual questions, if any, are substantially overcome, in both quality and quantity, by the numerous common questions that predominate this action.

46. **Typicality:** Plaintiffs' claims are typical of the claims of the other Class members because, among other things, Plaintiffs and the other Class members were injured through the substantially uniform misconduct described above. As with Plaintiffs, Class members also purchased or leased a Class Vehicle containing the Defective Seat Height Adjuster. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and the Class, and no defense is available to Defendants that is unique to Plaintiffs. The same events giving rise to Plaintiffs'

claims for relief are identical to those giving rise to the claims of the Class. Plaintiff and the Class sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of Defendants' wrongful conduct in selling/leasing and failing to adequately remedy the Defective Seat Height Adjuster.

47. **Adequacy:** Plaintiffs are adequate class representatives because they will fairly represent the interests of the class. Plaintiffs have retained counsel with substantial experience in prosecuting consumer class actions, including consumer fraud and automobile defect class action cases. Plaintiffs and their counsel are committed to prosecuting this action vigorously on behalf of the Class and have the resources to do so. Neither Plaintiffs nor their counsel have any interest adverse or antagonistic to those of the Class.

48. **Declaratory and Injunctive Relief:** Defendants have acted or refused to act on grounds generally applicable to Plaintiff and the other Class Members, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to Class as a whole.

49. **Superiority:** 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 damages or other detriment suffered by Plaintiffs and Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendants, so it would be impracticable for individual Class members to seek redress for Defendants' wrongful conduct. Even if Class members could afford individual litigation, the court system should not be required to undertake such an unnecessary burden. Individualized litigation would also create a potential for inconsistent or contradictory judgments and increase the delay and expense to all parties and the court system. By contrast, the class action device presents no significant management difficulties, if any, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by

a single court.

50. Defendants have acted and refused to act on grounds generally applicable to the Class, making appropriate final injunctive relief with respect to the Class as a whole.

51. Upon information and belief, Class members can be readily identified and notified based upon, *inter alia*, the records (including databases, e-mails, dealership records and files, etc.) that Defendant FCA and its dealers maintain regarding their sales and leases of Class Vehicles.

52. Unless the classes are certified, Defendants will improperly retain monies that they received from Plaintiffs and Class members as a result of their conduct.

VII. TOLLING OF THE STATUTE OF LIMITATIONS AND ESTOPPEL

53. FCA and Lear entered into a conspiracy to place the Defective Seat Height Adjusters into the stream of commerce knowing that they created an unreasonable risk of injury or death and that the Class Vehicles were worth less as a result of the installation of the Seat. And Defendants knowingly, actively, and affirmatively concealed the defect. Defendants' knowing, active, and affirmative concealment of the defect prevented Plaintiffs and class members from discovering the defect.

54. The presence of, and unreasonable risks presented by, the Defective Seat Height Adjuster were inherently undiscoverable. Plaintiffs and Class members did not discover and did not know of any facts that would have caused a reasonable person to suspect that the Defendants were concealing a defect, and no reasonable consumer would ever have purchased a Class Vehicle had Defendants disclosed the existence of the Defective Seat Height Adjuster, the unreasonable risk of injury or death it presented, and the reality that a Class Vehicle was essentially worthless upon resale or trade.

55. Accordingly:

a. Defendants' fraudulent concealment tolls the statute of

limitations.

b. Defendants are estopped from relying on the statute of limitations.

c. The statute of limitations is tolled by the discovery rule.

d. Plaintiffs are entitled to equitable tolling with regard to their RICO claims.

56. For these reasons, all applicable statutes of limitation have been tolled based on the discovery rule and Defendants' fraudulent concealment, and Defendants are estopped from relying on any statutes of limitations.

VIII. CAUSES OF ACTION

COUNT I
Violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(c)-(d), against FCA and Lear
(By all Plaintiffs on behalf of the Nationwide Class)

57. Plaintiffs and the Class incorporate by reference paragraphs 1-56 as though fully set forth at length herein.

Defendant Persons / Enterprises

58. Plaintiffs bring this claim on behalf of the Nationwide Class against FCA and Lear.

59. FCA, Lear, and FCA's Authorized Dealers[2] (or any subset or combination of this group) constitute an "enterprise," within the meaning of 18 U.S.C. §§ 1961(4) & 1962(c), in that they are "a group of individuals associated in fact" (hereinafter referred to as the "FCA Enterprise").

a. The members of the FCA Enterprise share the common purpose of (among others) concealing the Defective Seat Height Adjuster, defrauding Plaintiffs and all Class Members, and otherwise advancing the legitimate business interests of FCA and Lear.

[2] Such as Clay Cooley Dallas Chrysler Jeep Dodge Ram in Dallas, Texas, and Freedom Chrysler Dodge Jeep RAM by Ed Morse in Sherman, Texas.

b. The members of the FCA Enterprise are related in that they are all involved in the design, production, promotion, sale, or repair of FCA vehicles.

c. The FCA Enterprise possesses sufficient longevity for its members to carry out their purpose(s) in that the FCA Enterprise has operated since at least 2010 and continues to operate to this day.

60. FCA and Lear are each "persons" within the meaning of 18 U.S.C. §§ 1961(3) & 1962(c), who individually conducted, participated in, engaged in, and operated and managed the affairs of the FCA Enterprise through a pattern of racketeering activity within the meaning of 18 U.S.C. §§ 1961(1), 1961(5) & 1962(c). Said pattern of racketeering activity consisted of, but was not limited to, the acts of mail and wire fraud alleged in paragraphs 26-38, *supra*.

61. The purpose of the FCA Enterprise was to mislead consumers and NHTSA concerning the existence and scope of the defect with the Defective Seat Height Adjuster installed in the Class Vehicles. By concealing and minimizing the defect, FCA and Lear maximized their revenue by selling as many FCA vehicles with Defective Seat Height Adjusters as possible and avoiding or limiting the substantial costs and reputational harms associated with breaching warranties and recalling (or having to assist with recalling) the Class Vehicles and paying the costs of remedying the Defective Seat Height Adjuster. In so doing, FCA and Lear obtained money directly or indirectly from sales or leases to Plaintiffs and the Nationwide Class by means of materially false or fraudulent misrepresentations and omissions of material facts.

62. As the owners and users of the Class Vehicles, Plaintiffs and the Class are the parties most affected by the dangerous and defective Seats and Height Adjusters. FCA and Lear, knew that Plaintiffs and the Class would be the parties who overpaid for the Class Vehicles as the result of their concealing the Defective Seat Height Adjuster, and who suffered the attendant harms and safety risks of driving vehicles without properly functioning Seats.

63. At all relevant times, FCA and Lear agreed to conduct and participate, directly and indirectly, in the affairs of the FCA Enterprise through a pattern of racketeering activity. For the conspiracy to succeed FCA and Lear had to commit to secrecy about the existence and scope of the defect with the Defective Seat Height Adjuster.

64. FCA and Lear each existed separately from each other at all relevant times. They each had distinct legal statuses, different offices and roles, bank accounts, officers, directors, employees, individual personhood, reporting requirements, and financial statements.

65. FCA and Lear also each existed separately from the FCA Enterprise by:

a. FCA manufactured and sold many vehicles that did not contain Defective Seat Height Adjuster.

b. Lear similarly made many other automotive parts aside from the Defective Seat Height Adjuster and Seat.

66. FCA participated in the FCA Enterprise by:

a. ordering and purchasing the Seats from Lear;

b. installing the Seat in FCA Class Vehicles;

c. affixing misleading certification labels assuring applicability of and compliance with safety requirements to the Class Vehicles and shipping the Class Vehicles to dealerships throughout the United States;

d. participating in the creation of misleading advertising for the Class Vehicles that stressed the safety of Class Vehicles and omitted material facts;

e. unlawfully concealing that the unrecalled Class Vehicles were equipped with a Defective Seat Height Adjuster vulnerable to deformation during rear impact collisions;

f. persisting in installing Defective Seat Height Adjuster in new Class Vehicles even after some of the Class Vehicles based on observed field incidents where the Defective Seat Height Adjuster failed in rear-impact collisions; and

g. collecting revenue from the sale and lease of the Class

Vehicles.

67. Lear participated in the FCA Enterprise by:

a. collaborating with FCA to develop specifications for the Defective Seat Height Adjuster;

b. designing, manufacturing, and supplying the Defective Seat Height Adjusters;

c. communicating with FCA regarding the Defective Seat Height Adjuster;

d. unlawfully concealing that the Class Vehicles were equipped with Defective Seat Height Adjuster which presented an unreasonable risk of injury and death and constitutes a safety related defect;

e. unlawfully concealing information about the existence and prevalence of the defect from NHTSA and the public;

f. continuing to manufacture defective Seats and Heigh Adjusters for Class Vehicles; and

g. collecting revenue flowing from the sale of Seats with Defective Seat Height Adjusters.

68. Without FCA and Lear's willing participation in the conduct above, the FCA Enterprise's scheme and common course of conduct would have been unsuccessful.

69. At all relevant times, the enterprises alleged herein were engaged in, and their activities affected, interstate and foreign commerce.

Pattern of Racketeering Activity

70. All of the acts of racketeering described herein were related so as to establish a pattern of racketeering activity, within the meaning of 18 U.S.C. § 1962(c), in that their common purpose was to conceal the Defective Seat Height Adjuster and/or defraud Plaintiffs and other Class Members; their common result was to conceal the Defective Seat Height Adjuster and/or defraud Plaintiffs and other Class Members; Plaintiffs and all other Class Members are the victims

of Defendants' schemes to defraud; FCA and Lear, through their agents or enterprises described above, directly or indirectly, participated in all of the acts and employed the same or similar methods of commission; and the acts of racketeering were otherwise interrelated by distinguishing characteristics and were not isolated events.

71. All of the acts of racketeering described herein were continuous so as to form a pattern of racketeering activity in that FCA and Lear have engaged in the predicate acts for a substantial period of time and/or FCA and Lear's acts of racketeering have become a regular way in which Defendants do business and project into the future with a threat of repetition.

72. To carry out, or attempt to carry out the scheme to defraud, FCA and Lear did knowingly conduct or participate, directly or indirectly, in the affairs of the FCA Enterprise, through a pattern of racketeering activity within the meaning of 18 U.S.C. §§ 1961(1), 1961(5) and 1962(c), and which employed the use of the mail and wire facilities, in violation of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud).

73. The FCA Enterprise used, directed the use of, and/or caused to be used, thousands of interstate mail and wire communications in service of the scheme through virtually uniform misrepresentations, concealments and material omissions regarding the Class Vehicles.

74. In devising and executing the illegal scheme, FCA and Lear devised and knowingly carried out a material scheme and/or artifice to defraud or obtain money from the Plaintiffs and the Class by means of materially false or fraudulent pretenses, representations, promises, or omissions of material facts.

75. FCA and Lear knew and intended that government regulators would rely on their material omissions made about the Class Vehicles to approve them for importation, marketing, and/or sale in the United States. FCA and Lear understood that disclosing the defect would require a recall of all the Class Vehicles to be conducted and design change to be implemented, and

negatively impact the profits of the FCA Enterprise, the Dealership Enterprise, and/or Promotion Enterprise.

76. FCA and Lear knew and intended that consumers would purchase the Class Vehicles and incur costs as a result. Plaintiffs' reliance on this ongoing concealment is demonstrated by the fact that they paid money for defective Class Vehicles that never should have been introduced into the U.S. stream of commerce, and that they overpaid for vehicles with defective safety systems.

77. As described herein, FCA and Lear engaged in a pattern of related and continuous predicate acts for years. The predicate acts constituted a variety of unlawful activities, each conducted with the common purpose of obtaining money from Plaintiffs and Class members. The predicate acts also had the same or similar results, participants, victims, and methods of commission. The predicate acts were related and not isolated events.

78. The predicate acts had the common purpose of generating significant revenue and profits for FCA and Lear from the sale and lease of the Class Vehicles, while minimizing or avoiding costs of necessary repairs, at the expense of Plaintiffs and Class members.

79. FCA and Lear knew or should have known for years that Defective Seat Height Adjuster in the Class Vehicles was vulnerable to deformation in rear impact collisions, but continued to manufacture, sell/lease, and accept payment from Plaintiffs for them anyway.

80. Plaintiffs and Class members are "person[s] injured in his or her business or property" by reason of FCA and Lear's violation of RICO within the meaning of U.S.C. § 1964(c). Because of FCA and Lear's pattern of racketeering activity, Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:

a. purchase or lease of defective FCA Class Vehicles;

b. overpayment at the time of purchase or lease for FCA Class

c. vehicles with an undisclosed safety defect; and

d. other, ongoing out-of-pocket and loss-of-use expenses.

81. Plaintiffs and Class members are entitled to bring this action for three times their actual damages, as well as injunctive/equitable relief, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c).

COUNT II
Violations of the Deceptive Trade Practices Act – Consumer Protection Act against FCA and Lear (Tex. Bus. & Com. Code §§ 17.41, et seq.)
(By Plaintiffs on behalf of the Nationwide Class, or alternatively, by Plaintiffs on behalf of the Texas State Class)

82. Plaintiffs and the Class incorporate by reference paragraphs 1-56 as though fully set forth at length herein.

83. Plaintiffs and the Class are individuals, partnerships, or corporations with assets of less than $25 million (or are controlled by corporations or entities with less than $25 million in assets), *see* TEX. BUS. & COM. CODE § 17.41, and are therefore "consumers," pursuant to Texas Business and Commercial Code § 17.45(4). FCA and Lear are "person(s)" within the meaning of Texas Business and Commercial Code § 17.45(3).

84. FCA and Lear is engaged in "trade" or "commerce" or "consumer transactions" within the meaning of Texas Business and Commercial Code § 17.46(a).

85. The Texas Deceptive Trade Practices – Consumer Protection Act ("Texas DTPA") prohibits "false, misleading, or deceptive acts or practices in the conduct of any trade or commerce," TEX. BUS. & COM. CODE § 17.46(a), and an "unconscionable action or course of action," which means an act or practice which, to a consumer's detriment, takes advantage of the lack of knowledge, ability, experience, or capacity of the consumer to a grossly unfair degree." TEX. BUS. & COM. CODE §§ 17.45(5) and 17.50(a)(3).

86. In the course of their business, FCA and Lear knew or should have known that the

Defective Seat Height Adjuster would fail and was not suitable for its intended use. Yet FCA and Lear concealed and suppressed material facts concerning the Defective Seat Height Adjuster and its propensity to permanently deform in rear impact collisions. FCA and Lear accomplished this by denying and failing to disclose the existence of the Defective Seat Height Adjuster.

87. FCA and Lear thus violated the Texas DTPA by, at minimum, representing that the Class Vehicles have characteristics, uses, benefits, and qualities which they do not have; representing that the Class Vehicles are of a particular standard and quality when they are not; advertising the Class Vehicles with the intent not to sell them as advertised; and omitting material facts in describing the Class Vehicles.

88. FCA and Lear engaged in misleading, false, unfair, and deceptive acts or practices that violated the Texas DTPA by failing to disclose and actively concealing the nature of the Defective Seat Height Adjuster.

89. FCA and Lear owed all Plaintiffs, and the Class members, a duty to disclose the existence of the Defective Seat Height Adjuster because:

a. FCA and Lear were in a superior position to know the true state of facts about the Defective Seat Height Adjuster and associated repair costs;

b. Plaintiffs and the Class members could not reasonably have been expected to learn or discover the Defective Seat Height Adjuster, even when it failed;

c. FCA and Lear actively concealed the Defective Seat Height Adjuster, its causes, and resulting effects, by asserting to Plaintiffs and Class members that their occupant restraint system(s) failed for reasons other than the Defective Seat Height Adjuster.

90. FCA and Lear's unfair or deceptive acts or practices were likely to and did in fact deceive regulators and reasonable consumers, including Plaintiffs and the Class about the safety and reliability of the Class Vehicles. Indeed, Plaintiffs and Class Members relied upon, and were

entitled to rely upon, the occupant restraint system in Class Vehicles to provide reasonable protections against unreasonable risks of injury or death during a rear end collision. The occupant restraint system in the Class Vehicles, however, does precisely the opposite, forcing the occupant out of position in relation to ***every*** component of the occupant restraint system. FCA and Lear concealed this information from Plaintiffs and the Class.

91. Plaintiffs and the Class suffered ascertainable loss and actual damages as a direct and proximate result of FCA and Lear's misrepresentations and concealment of and failure to disclose material information. Plaintiffs and the Class members who purchased or leased the Class Vehicles would not have purchased or leased them at all and/or—if the Vehicles' true nature had been disclosed and mitigated or would have paid significantly less for them. Plaintiffs also suffered diminished value of their vehicles, as well as lost or diminished use.

92. The omissions and acts of concealment by FCA and Lear pertained to information that was material to all Plaintiffs and the Class members, as it would have been to all reasonable consumers.

93. FCA and Lear had an ongoing duty to all customers to refrain from unfair and deceptive practices under the Texas DTPA.

94. FCA and Lear's violations present a continuing risk to Plaintiffs, the Class, and the general public.

95. Plaintiffs notified FCA and Lear of its violations of the Texas DTPA, and/or they were not required to do so because affording FCA and Lear a reasonable opportunity to cure its violations would have been futile. FCA and Lear also knew about the Defective Seat Height Adjuster but chose to conceal it in further violation of the Texas DTPA.

96. Pursuant to Texas Business and Commercial Code § 17.50, Plaintiffs and the Class seek an order enjoining FCA and Lear's unfair and/or deceptive acts or practices, damages,

multiple damages for knowing and intentional violations, pursuant to § 17.50(b)(1), punitive damages, and attorneys' fees, costs, and any other just and proper relief available under the Texas DTPA.

97. FCA and Lear have been provided notice of the Defective Seat Height Adjuster as alleged herein.

COUNT III
Breach of the Implied Warranty against FCA (Tex. Bus. & Com. Code § 2.314)
(By Plaintiffs on behalf of the Nationwide Class, or alternatively, by Plaintiffs on behalf of the Texas State Class)

98. Plaintiffs and the Class incorporate by reference paragraphs 1-56 as though fully set forth at length herein.

99. FCA was at all relevant times a merchant with respect to the Class Vehicles, and manufactured, distributed, warranted, and sold the Class Vehicles.

100. A warranty that the Vehicles were in merchantable condition and fit for ordinary purposes for which they were sold is implied by law.

101. Plaintiffs and Class members purchased or leased the Class Vehicles manufactured and sold by FCA in consumer transactions.

102. The Class Vehicles, when sold and at all times thereafter, were not in merchantable condition and the Defective Seat Height Adjuster was not in merchantable condition and was not fit for the ordinary purpose for which a powered seat height adjuster is used in automobiles. The Vehicles left FCA's possession and control with Defective Seat Height Adjuster that rendered them at all times thereafter unmerchantable, unfit for ordinary use and foreseeable misuse, unsafe, and a threat to safety.

103. FCA knew or should have known before the time of sale to Plaintiffs and the Class that the Defective Seat Height Adjuster and Seat were unfit for ordinary use, that rendered the

Class Vehicles unfit for their ordinary purposes, and that posed a serious safety threat to drivers, passengers, and everyone else sharing the road with the Class Vehicles.

104. Despite Plaintiffs' and Class members' normal, ordinary, and intended uses, maintenance, and upkeep, the Defective Seat Height Adjuster remains a latent defect, undiscoverable before its sudden failure.

105. The Defective Seat Height Adjuster and Seat in the Vehicles and the Vehicles themselves are, and at all times and were, not of fair or average quality, and would not pass without objection.

106. All conditions precedent have occurred or been performed.

107. Plaintiffs and Class members have used their Class Vehicles in a manner consistent with the Class Vehicles' intended use and have performed each and every duty required under FCA's warranty, including presentment, except as may have been excused or prevented by the conduct of FCA or by operation of law in light of FCA's unconscionable conduct described throughout this Complaint.

108. FCA received timely notice regarding the problems at issue in this litigation and, notwithstanding such notice, has failed and refused to offer an effective remedy.

109. In addition, upon information and belief, FCA received numerous notices of the need for repair and resulting safety issues relating to the Defective Seat Height Adjuster.

110. In its capacity as a supplier and/or warrantor, and by the conduct described herein, any attempt by FCA to disclaim or otherwise limit express warranties in a manner that would exclude or limit coverage for the Defective Seat Height Adjuster that was present at the time of sale and/or lease, which FCA knew or should have known about prior to offering the Class Vehicles for sale or lease, and which FCA did not disclose and did not remedy prior to (or after) sale or lease, is unconscionable, and FCA should be estopped from pursuing such defenses.

111. FCA's warranty disclaimers, exclusions, and limitations, to the extent that they may be argued to apply, were, at the time of sale, and continue to be unconscionable and unenforceable to disclaim liability for a known, latent defect and have failed of their essential purpose. FCA knew or should have known when it first made these warranties and imposed their limitations that the Defective Seat Height Adjuster existed, and the warranties might expire before a reasonable consumer would notice or observe the Defective Seat Height Adjuster. FCA also failed to take necessary actions to adequately disclose or cure the Defective Seat Height Adjuster after the existence of the Defective Seat Height Adjuster came to its attention and sat on its reasonable opportunity to cure or remedy the Defective Seat Height Adjuster, its breaches of warranty, and consumers' losses. Under these circumstances, it would be futile to enforce any informal resolution procedures or give FCA any more time to cure the Defective Seat Height Adjuster or cure its breaches of warranty.

112. As such, Defendants should be estopped from disclaiming liability for their actions.

113. Privity of contract is not required for consumer implied warranty claims under the relevant laws. However, Plaintiffs and Class members had sufficient direct dealings with FCA and their agents (dealers) to establish privity of contract. FCA, on the one hand, and Plaintiff and Class members, on the other hand, are in privity because of FCA's New-Vehicle Limited Warranty, which FCA extends to Plaintiffs and Class members.

114. Privity is also not required in this case because Plaintiffs and Class members are intended third-party beneficiaries of contracts between FCA and their dealers (i.e., its agents); specifically, they are the intended beneficiaries of FCA's implied warranties. The dealers were not intended to be the ultimate consumers of the Vehicles; the warranty agreements were designed for, and intended to benefit, only the ultimate consumers—such as Plaintiffs and Class members. Privity is also not required because Plaintiffs' and Class members' Vehicles are inherently

dangerous due to the aforementioned defects and nonconformities.

115. As a result of FCA's breaches of the implied warranty of merchantability, Plaintiffs and Class members suffered and will suffer out-of-pocket losses related to obtaining replacements of Height Adjuster and Seat, damage to the Vehicles or areas surrounding the Vehicle caused by the Defective Seat Height Adjuster, diminution in value of the Vehicles, costs associated with arranging and obtaining alternative means of transportation, and any other incidental and consequential damages recoverable under the law.

COUNT IV
Fraud/Fraudulent Omission/Fraudulent Concealment
against FCA and Lear (Based on Texas law)
(By Plaintiffs on behalf of the Nationwide Class, or alternatively, by Plaintiffs on behalf of the Texas State Class)

116. Plaintiffs and the Class incorporate by reference paragraphs 1-56 as though fully set forth at length herein.

117. Defendants actively, intentionally, and knowingly concealed, suppressed, and/or omitted material facts including the existence of the Defective Seat Height Adjuster and the standard, quality, or grade of the Class Vehicles and the fact that the Defective Seat Height Adjuster presents unreasonable risks of injury or death, with the intent that Plaintiffs and Class members rely on Defendants' omissions. As a direct result of Defendants' fraudulent conduct, as alleged herein, Plaintiffs and Class members have suffered actual damages.

118. Defendants knew or should have known at the time of sale or lease and thereafter that the Class Vehicles contained the Defective Seat Height Adjuster, omitted material information about the safety of the Class Vehicles, and actively concealed the Defective Seat Height Adjuster.

119. Defendants possessed superior and exclusive knowledge regarding the Defective Seat Height Adjuster and therefore had a duty to disclose any information relating to the safety and functionality of key safety features in the Class Vehicles.

120. The Defective Seat Height Adjuster is material to Plaintiffs and Class members because Plaintiffs and Class members had a reasonable expectation that the Vehicles would contain a non-Defective Seat Height Adjuster. No reasonable consumer expects a vehicle to contain a concealed defect such as the Defective Seat Height Adjuster, a component of the occupant restraint system that actually renders the entire system unreasonably dangerous.

121. Plaintiffs and Class members would not have purchased or leased the Class Vehicles but for Defendants' omissions and concealment of material facts regarding the nature and quality of the Class Vehicles and the existence of the Defective Seat Height Adjuster and corresponding safety risk or would have paid less for the Class Vehicles .

122. Defendants knew their concealment and suppression of the existence of the Defective Seat Height Adjuster was false and misleading and knew the effect of concealing those material facts. Defendants knew their misstatements, concealment, and suppression of the existence of the Defective Seat Height Adjuster would sell more Class Vehicles. Further, Defendants intended to induce Plaintiffs and Class members into purchasing or leasing the Class Vehicles in order to decrease costs and increase profits.

123. Plaintiffs and Class members reasonably relied upon Defendants' knowing misrepresentations, concealment, and omissions. As a direct and proximate result of Defendants' misrepresentations, omissions, and active concealment of material facts regarding the Defective Seat Height Adjuster and the associated safety risk, Plaintiffs and Class members have suffered actual damages in an amount to be determined at trial.

COUNT V
Money Had and Received/Unjust Enrichment (in the alternative)
against FCA and Lear (Based on Texas law)
(By Plaintiffs on behalf of the Nationwide Class, or alternatively, by Plaintiffs on behalf of the Texas State Class)

124. Plaintiffs and the Class incorporate by reference paragraphs 1-56 as though fully

set forth at length herein.

125. This claim is pleaded in the alternative to the other claims herein.

126. As a direct and proximate result of Defendants' omissions and their failure to disclose the known Defective Seat Height Adjuster, Defendants have profited through the sale and lease of the Class Vehicles. Although these Vehicles are purchased through Defendants' agents, the money from the Vehicle sales flows directly back to Defendants.

127. As a result of their wrongful acts, concealments, and omissions of the Defective Seat Height Adjuster as set forth above, FCA charged a higher price for the Class Vehicles than the Class Vehicles' true value. And Plaintiffs and Class members paid that higher price for their Class Vehicles.

128. Additionally, as a direct and proximate result of Defendants' failure to disclose the existence of the Defective Seat Height Adjuster, Plaintiffs and Class members have vehicles that will require high-cost repairs not otherwise required, thus conferring an unjust substantial benefit on Defendants.

129. Defendants have been unjustly enriched due to the known defect in the Class Vehicles through the money paid that earned interest or otherwise added to Defendants' profits when said money should have remained with Plaintiffs and Class members.

130. As a result of the Defendants' unjust enrichment, Plaintiffs and Class members have suffered damages.

131. Equity and good conscience militate against allowing Defendants to retain their ill-gotten gains and requires disgorgement and restitution of the same.

IX. JURY DEMAND

132. Plaintiffs demand a trial by jury on all causes of action so triable.

X. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and members of the proposed Class, pray for judgment as follows:

a) Certification of the classes under Federal Rule of Civil Procedure 23;

b) Appointment of Plaintiffs as representatives of the Class and their counsel as class counsel;

c) Compensatory and other damages for economic and non-economic damages;

d) An award of restitution and/or disgorgement;

e) An injunction requiring Defendants to cease and desist from engaging in the alleged wrongful conduct and to engage in a corrective advertising campaign;

f) Statutory pre-judgment and post-judgment interest on any amounts;

g) Payment of reasonable attorneys' fees and recoverable litigation costs and expenses as may be allowable under applicable law; and

h) Such other relief as the Court may deem just and proper.

Dated: February 5, 2026.

Respectfully submitted,

By: */s/ Bruce W. Steckler*

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