

**UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE**

DAVID CRANSTOUN, GARY EISNER,
MONICA LAMBERT, and ERIK
WOLFMANN, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

FCA US LLC,

Defendant.

Case No. _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiffs David Cranstoun, Gary Eisner, Monica Lambert, and Erik Wolfmann bring this action against Defendant FCA US LLC, (“Defendant” “Dodge” or “FCA”), by and through their attorneys, individually and on behalf of all others similarly situated, and allege as follows:

INTRODUCTION

1. This is a class action lawsuit brought by Plaintiffs on behalf of themselves and multiple classes comprised of current and former owners and lessees of model year 2014-2023 Dodge Durango vehicles containing the rear “racetrack light” assembly (hereinafter referred to as the “Durangos” or “Class Vehicles”). FCA designed, manufactured, marketed and warranted the Class Vehicles.¹

2. The Class Vehicles contain a defectively designed and/or manufactured rear taillight that allows water to intrude into the taillight assembly by leaking through the gaskets and

¹ Plaintiffs reserve the right to amend or add to the vehicle models included in the definition of Class Vehicles after conducting discovery.

seals on the vehicle tailgate (the “Defect”).²

3. Due to this Defect, the unique LED “racetrack light” located on the Durangos’ tailgate will flood with water from rain, car washes, melting snow, or other instances where water meets the rear of the vehicle.

4. The taillight assembly houses the Durangos’ taillights, reverse lights, license plate lights, and reverse camera systems (hereinafter referred to as the “Taillight Assembly”). Once water infiltrates the Taillight Assembly as a result of the Defect, it sits and accumulates, which burns out and corrodes the electrical and lighting components.

5. The water infiltration and attendant corrosion that results from the Defect may initially manifest as a small dimming or shorting-out of a portion of the Taillight Assembly, particularly the rear racetrack light. Eventually, however, the Defect causes an array of serious issues in the Taillight Assembly, such as flickering, dimming, shorting of the wires and electrical components housed in the Taillight Assembly, and/or total failure of the taillights, reverse lights, and/or license plate lights.

6. Significantly, the flickering, dimming, shorting of the wires and electrical components housed in the Taillight Assembly, and/or total failure of the taillights, reverse lights, and/or license plate lights brought on by the Defect imposes a substantial safety risk on the operator and passengers of the vehicle because it can fail to adequately signal vehicle operation and maneuvering to other vehicles on the road, which increases the likelihood of vehicle collision. Likewise, failure of the reverse camera system housed in the Taillight Assembly poses a substantial safety risk to the vehicle driver and passengers, as well as individuals around the vehicle, because

² Plaintiffs reserve the right to amend or add to the scope, nature, severity, and all other characteristics of the Defect after conducting discovery.

it increases the likelihood of collision with other vehicles and pedestrians while the vehicle is in reverse. Furthermore, the shorting of the wires and electrical components housed in the Taillight Assembly could spark a fire, which presents a grave safety risk that the Class Vehicles will catch fire. These manifestations of the Defect expose the driver and occupants of the Class Vehicles, as well as others who share the road with them, to an increased risk of accident, injury, or death. As alleged further herein, numerous owners and lessees of the Class Vehicles have experienced dimming, flickering, or failure of the taillights, reverse lights, and/or license plate lights in the Class Vehicles, thus placing themselves and those around them in immediate danger.

7. Not only did FCA actively conceal the Defect, it did not reveal that the existence of the Defect would diminish the intrinsic and resale value of the Class Vehicles and impose the safety concerns described herein.

8. FCA has long been aware of this design and/or manufacturing Defect, yet FCA has routinely refused to repair the Class Vehicles without charge when the Defect manifests, even when Class Vehicles are still within Defendant's warranty period. Indeed, in many cases Defendant even has refused to disclose the Defect's existence when Class Vehicles displaying symptoms consistent with the Defect are brought in for service and/or has charged vehicle owners multiple times for multiple replacements/repairs.

9. Many other owners and lessees of the Class Vehicles have communicated with Defendant and/or Defendant's agents to request that they remedy and/or address the Defect and/or resultant damage at no expense and/or under the terms of Defendant's vehicle warranty. Defendant has routinely failed to do so, which has resulted—and will continue to result—in owners and lessees of Class Vehicles having to spend as much as \$2,000 to repair the Defect each time it

manifests. Multiple owners and lessees of Class Vehicles have experienced more than one, and even repeated, water in their Taillights and paid out of pocket for multiple repairs.

10. FCA has also refused to take any action to correct this concealed design and/or manufacturing Defect when it manifests in the Class Vehicles outside of the warranty period. Since the Defect can manifest shortly outside of the warranty period for the Class Vehicles—and given Defendant’s knowledge of this concealed, safety related design and/or manufacturing Defect—FCA’s attempt to limit the warranty with respect to the Defect is unconscionable and unenforceable.

11. Based on pre-production testing, pre-sale durability testing, design failure mode analysis, bench testing, warranty and post-warranty claims, consumer complaints on forums monitored (and responded to) by Defendant, National Highway Traffic Safety Administration (“NHTSA”) complaints, and consumer complaints made to and by dealers, and directly to Defendant, Defendant was aware of the Defect and omitted the existence of and/or fraudulently concealed the Defect from Plaintiffs and members of the Class.

12. Plaintiffs are also informed and believe, and on that basis allege, that as the number of complaints about the Defect increased, Defendant was forced to acknowledge internally that the Class Vehicles suffer from an inherent Defect.

13. Defendant omitted and/or concealed the existence of the Defect to increase profits by selling additional Class Vehicles. Knowledge and information regarding the Defect were in the exclusive and superior possession of Defendant and its dealers, and this information was not provided to Plaintiffs and members of the Class.

14. Despite notice and knowledge of the Defect, FCA has not recalled the Class Vehicles to repair the Defect, created a redesigned replacement part to prevent the Defect even

after Taillight Assemblies are replaced, offered its customers a suitable repair or replacement free of charge, or offered to reimburse its customers who have incurred out-of-pocket expenses to repair the Defect.

15. Had Plaintiffs and other Class members known about the Defect at the time of purchase or lease, they would not have bought or leased the Class Vehicles or would have paid substantially less for them.

16. As a result of Defendant's unfair, deceptive and/or fraudulent business practices, owners and/or lessees of the Class Vehicles, including Plaintiffs, have suffered an injury in fact, ascertainable loss of money and/or property and/or loss in value. The unfair and deceptive trade practices committed by Defendant were conducted in a manner giving rise to substantial aggravating circumstances.

17. As a direct result of Defendant's wrongful conduct, Plaintiffs and members of the Classes have been harmed and are entitled to actual damages, including damages for the benefit of the bargain they struck when purchasing their vehicles, the diminished value of their vehicles, statutory damages, attorneys' fees, costs, restitution, and injunctive and declaratory relief. Specifically, Plaintiffs seek the following potential remedies: immediate installation of Taillight Assemblies that do not suffer from the Defect at Defendant's expense, as well as reimbursement for any parts and labor costs incurred by any Class members who paid to have their Taillight Assemblies repaired or replaced, as well as replacement of any components damaged as the result of the Defect; provision of a temporary replacement vehicle while repair of the Defect is pending; buyback of the Class Vehicles; compensation for any additional sums spent on any repairs to address the Defect; restitution for purchase of extended warranties that will go unused; extended warranties after installation of a non-defective Taillight Assemblies; compensation for the loss in

value and depreciation of the Class Vehicles; and punitive or other damages for Defendant's knowing fraud.

18. Accordingly, Plaintiffs bring this action to redress Defendant's violations of the Magnuson-Moss Warranty Act, New York General Business Law (N.Y. Gen. Bus. Law §349), North Carolina Unfair and Deceptive Trade Practices Act (N.C. Gen. Stat. §§75-1-1 *et seq.*), Pennsylvania Unfair Trade Practices and Consumer Protection Law (73 P.S. §§201, *et seq.*), AND New Jersey Consumer Fraud Act (N.J. Stat. Ann. §§ 56:8-1, *et seq.*), and also seek recovery for Defendant's breach of implied warranty of merchantability, breach of express warranty, negligent misrepresentation, fraudulent concealment, and unjust enrichment.

JURISDICTION AND VENUE

19. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1332(d), 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 plaintiffs and defendant are citizens of different States. This court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367 and jurisdiction over the Magnuson Moss Warranty Act claim by virtue of diversity jurisdiction being exercised under the Class Action Fairness Act ("CAFA").

20. This Court has personal jurisdiction over Defendant pursuant to 18 U.S.C. §§ 1965(b) & (d), because Defendant is incorporated in this judicial district, maintains minimum contacts with the United States, this judicial district, and this State, and it intentionally avails itself of the laws of the United States and this state by conducting a substantial amount of business in Delaware. At least in part because of Defendant's misconduct as alleged in this lawsuit, the Class Vehicles ended up on this state's roads and in numerous franchise dealerships here. For these same

reasons, venue properly lies in this District and vicinage pursuant to 28 U.S.C. §§ 1391(a), (b) and (c).

PARTIES

A. Plaintiff David Cranstoun

21. Plaintiff David Cranstoun (“Plaintiff Cranstoun”) is a citizen and resident of the State of New Jersey who resides in Mahwah, New Jersey.

22. Plaintiff Cranstoun owns a 2018 Dodge Durango for personal use that he leased new in or about September 2018 from Hudson Valley Chrysler Dodge Jeep Ram in Newburgh, New York. The Vehicle Identification Number (“VIN”) of his Durango vehicle is: 1C4SDJCT9JC439609.

23. Prior to leasing his Durango, Plaintiff Cranstoun researched Dodge Durangos online, and reviewed Defendant’s television and online advertisements and marketing materials related to Dodge Durangos including Defendant’s website. None of these sources disclosed the Defect to Plaintiff Cranstoun. Furthermore, while Plaintiff Cranstoun assessed whether to buy a Durango, he went to Hudson Valley Chrysler Dodge Jeep Ram, to test drive a Durango, during which he discussed the features of the vehicle with Dodge’s sales representatives at Hudson Valley Chrysler Dodge Jeep Ram. At no time did the sales representative inform Plaintiff Cranstoun of the Defect.

24. Based upon Dodge’s advertisements and his discussions with the Dodge salesman at Hudson Valley Chrysler Dodge Jeep Ram, Plaintiff Cranstoun decided to lease a new 2018 Durango from Hudson Valley Chrysler Dodge Jeep Ram. In or around September 2022, when Plaintiff Cranstoun’s lease was due to expire, he purchased the Durango from Hudson Valley Chrysler Dodge Jeep Ram.

25. In or about the end of March 2023, Plaintiff Cranstoun noticed that the Taillight on his Durango had a substantial amount of water in it and there were dark spots in the lights. Within several days, Plaintiff Cranstoun contacted Ramsey Chrysler Jeep Dodge Ram in Ramsey, New Jersey, about the water in his taillight and damage to the light therein. An employee in the service department with whom Plaintiff Cranstoun spoke informed him that the necessary repairs to fix his taillight (and damaged light components housed within it) were not covered by the vehicle's factory warranties, nor the MOPAR extended warranty he purchased for the vehicle, and, instead, Plaintiff Cranstoun would have to pay \$1,500 out of pocket to fix it. Given the substantial cost, Plaintiff Cranstoun did not perform the repair.

26. Had Plaintiff Cranstoun known or otherwise been made aware of the Defect in the Class Vehicles and Defendant's refusal to repair or cure it, he would not have purchased his Durango or otherwise would have paid significantly less for it.

27. When Plaintiff Cranstoun purchased his Durango, he reasonably relied on the reasonable expectation that his Durango would be equipped with a Taillight Assembly that was free from defects and safe to operate and/or Defendant could, and would, properly repair and eradicate any such defects.

28. At all times relevant herein, Plaintiff Cranstoun operated his Durango in a reasonably foreseeable manner and as the vehicle was intended to be used but can no longer safely do so given the Defect.

29. Plaintiff Cranstoun has suffered an ascertainable loss as a result of Defendant's unfair and deceptive conduct, breach of contractual, common law and statutory duties, and omissions and/or misrepresentations associated with the Defect and associated safety risk, including but not limited to, out-of-pocket losses and diminished value of his Class Vehicle.

30. Neither Defendant nor any of its agents, dealers or other representatives informed Plaintiff Cranstoun of the Defect and associated safety risk prior to him leasing and subsequently purchasing the Class Vehicle.

B. Plaintiff Gary Eisner

31. Plaintiff Gary Eisner (“Plaintiff Eisner”) is a citizen and resident of the State of North Carolina who resides in Sparta, North Carolina.

32. Plaintiff Eisner owns a 2020 Dodge Durango for personal use that he purchased new in or about May 2020 from North Point Chrysler Dodge Jeep Ram in North Carolina. The Vehicle Identification Number (“VIN”) of his Durango vehicle is: 1C4RDJDG7LC166785.

33. Prior to purchasing his 2020 Durango, Plaintiff Eisner researched Dodge Durangos online, during which he reviewed Defendant’s television and online advertisements and marketing materials related to Dodge Durangos including Defendant’s website. None of these sources disclosed the Defect to Plaintiff Eisner.

34. Furthermore, while Plaintiff Eisner assessed whether to buy a Durango, he went to North Point Chrysler Dodge Jeep Ram, to test drive a Durango, during which he discussed the features of the vehicle with Dodge’s sales representatives at North Point Chrysler Dodge Jeep Ram. At no time did the sales representative inform Plaintiff Eisner of the Defect. Moreover, prior to purchasing his 2020 Durango, Plaintiff Eisner previously owned a 2015 Durango and experienced water in the Taillight of that vehicle. Thus, while shopping for his 2020 Durango, Plaintiff Eisner asked the sales representative at North Point Chrysler Dodge Jeep Ram if Dodge had fixed the Defect that allowed water to infiltrate the Taillight, and the representative assured him that it had and that the Defect was no longer present in the 2020 Durango. Plaintiff Eisner then asked the representative that if the 2020 Durango Taillight eventually experienced water

infiltration, would it be covered by the MOPAR extended warranty and, again, the representative told him that it would.

35. Based upon Dodge's advertisements and his discussions with the Dodge salesman at North Point Chrysler Dodge Jeep Ram, Plaintiff Eisner decided to purchase a new 2020 Durango and \$2,500 MOPAR warranty from North Point Chrysler Dodge Jeep Ram. Plaintiff Eisner also purchased an extended warranty from MOPAR (i.e., Defendant's parts, service, and customer care division), for approximately \$2,500, that Defendant advertised and marketed as providing bumper-to-bumper coverage of Plaintiff Eisner's 2020 Durango for 5 years and 125,000 miles.

36. In or about June 2021, when Plaintiff Eisner's Durango had approximately 26,000 miles on it—i.e., while Plaintiff Eisner's Durango was still well within the 3-year, 36,000 mile factory warranty provided by Defendant—Plaintiff Eisner noticed that the taillight on his Durango had a substantial amount of water in it. Within several days, Plaintiff Eisner contacted North Point Chrysler Dodge Jeep Ram about the water in his Taillight and the representative with whom he spoke told him that Dodge was looking into the problem and would not fix it under the factory warranty—even though Plaintiff Eisner's Durango was still within the coverage limits of that factory warranty—nor his MOPAR extended warranty, so Plaintiff Eisner would have to pay more than \$1,500 out of pocket to fix his Taillight. Because Plaintiff Eisner's Durango was still within the coverage limits of the factory 3-year, 36,000 mile warranty and, therefore, should have been repaired by Dodge and/or North Point Chrysler Dodge Jeep Ram for free thereunder, Plaintiff Eisner did not pay to fix his Taillight at that time.

37. Following that initial exchange in or about June 2021, Plaintiff Eisner continuously contacted his service representative at North Point Chrysler Dodge Jeep Ram approximately every three weeks for more than a year, seeking to have it repair his Durango Taillight repaired under

the factory 3-year, 36,000 mile warranty or the MOPAR extended warranty, but was repeatedly informed by North Point Chrysler Dodge Jeep Ram that they refused to do so. The majority of those efforts were at times when, again, Plaintiff Eisner's Durango was still within Defendant's factory 3-year, 36,000 mile warranty, and all such attempts were within the 5-year, 125,000 mile MOPAR warranty coverage period. Notwithstanding, Defendant—including through North Point Chrysler Dodge Jeep Ram—refused to repair Plaintiff Eisner's Durango for free under either the factory 3-year, 36,000 mile warranty or the MOPAR extended warranty.

38. Had Plaintiff Eisner known or otherwise been made aware of the Defect in the Class Vehicles and Defendant's refusal to repair or cure it, he would not have purchased his 2020 Durango or otherwise would have paid significantly less for it.

39. When Plaintiff Eisner purchased his 2020 Durango, he reasonably relied on the reasonable expectation that his Durango would be equipped with a Taillight Assembly that was free from defects and safe to operate and/or Defendant could, and would, properly repair and eradicate any such defects.

40. At all times relevant herein, Plaintiff Eisner operated his 2020 Dodge Durango in a reasonably foreseeable manner and as the vehicle was intended to be used, but can no longer safely do so given the Defect.

41. Plaintiff Eisner has suffered an ascertainable loss as a result of Defendant's unfair and deceptive conduct, breach of contractual, common law and statutory duties, and omissions and/or misrepresentations associated with the Defect and associated safety risk, including but not limited to, out-of-pocket losses and diminished value of his Class Vehicle.

42. Neither Defendant nor any of its agents, dealers or other representatives informed Plaintiff Eisner of the Defect and associated safety risk prior to the purchase of the Class Vehicle.

C. Plaintiff Monica Lambert

43. Plaintiff Monica Lambert (“Plaintiff Lambert”) is a citizen and resident of the Commonwealth of Pennsylvania who resides in Levittown, Pennsylvania.

44. Plaintiff Lambert owns a 2019 Dodge Durango for personal use that she bought new on or about December 29, 2018 from Reedman Toll Chrysler Jeep Dodge Ram Fiat of Langhorne in Langhorne, Pennsylvania (“Reedman Toll”). The Vehicle Identification Number (“VIN”) of her Durango vehicle is: 1C4RDJDG0KC560224.

45. Prior to purchasing her Durango, Plaintiff Lambert researched Dodge Durangos online, and reviewed Defendant’s television and online advertisements and marketing materials related to Dodge Durangos including Defendant’s website. None of these sources disclosed the Defect to Plaintiff Lambert. Furthermore, while Plaintiff Lambert assessed whether to buy a Durango, she went to Reedman Toll to test drive a Durango, during which she discussed the features of the vehicle with Dodge’s sales representatives at Reedman Toll. At no time did the sales representative inform Plaintiff Lambert of the Defect.

46. Based upon Dodge’s advertisements and her discussions with the Dodge salesman at Reedman Toll, Plaintiff Lambert decided to buy a new 2019 Durango from Reedman Toll.

47. On or about March 13, 2023, Plaintiff Lambert noticed that the Taillight on her Durango had a substantial amount of water in it and parts of the light are dimming and/or not functioning.

48. On or about March 18, 2023, Plaintiff Lambert contacted Reedman Toll to seek a repair for the water in her Taillight and the representative with whom she spoke told her that they would not repair it for free but, instead, it would cost Plaintiff Lambert a total of \$1,885 out-of-

pocket to fix (including a \$250 diagnostic fee, \$1,460 for parts, and \$175 for labor). Given the substantial cost, Plaintiff Lambert did not have her Taillight repaired.

49. Had Plaintiff Lambert known or otherwise been made aware of the Defect in the Class Vehicles and Defendant's refusal to repair or cure it, she would not have purchased her Durango or otherwise would have paid significantly less for it.

50. When Plaintiff Lambert purchased her Durango, she reasonably relied on the reasonable expectation that her Durango would be equipped with a Taillight Assembly that was free from defects and safe to operate and/or Defendant could, and would, properly repair and eradicate any such defects.

51. At all times relevant herein, Plaintiff Lambert operated her Durango in a reasonably foreseeable manner and as the vehicle was intended to be used, but can no longer safely do so given the Defect.

52. Plaintiff Lambert has suffered an ascertainable loss as a result of Defendant's unfair and deceptive conduct, breach of contractual, common law and statutory duties, and omissions and/or misrepresentations associated with the Defect and associated safety risk, including but not limited to, out-of-pocket losses and diminished value of his Class Vehicle.

53. Neither Defendant nor any of its agents, dealers or other representatives informed Plaintiff Lambert of the Defect and associated safety risk prior to the purchase of the Class Vehicle.

D. Plaintiff Erik Wolfmann

54. Plaintiff Erik Wolfmann ("Plaintiff Wolfmann") is a citizen and resident of the State of New York who resides in Pine Plains, New York.

55. Plaintiff Wolfmann owns a 2019 Dodge Durango for personal use that he leased in or about July 2019 from Dutchess Chrysler Jeep Dodge in Poughkeepsie, New York. The Vehicle

Identification Number (“VIN”) of his Durango vehicle is: 1C4RDJDGOKC633463.

56. Prior to leasing his Durango, Plaintiff Wolfmann researched Dodge Durangos online, and reviewed Defendant’s television and online advertisements and marketing materials related to Dodge Durangos including Defendant’s website. None of these sources disclosed the Defect to Plaintiff Wolfmann. Furthermore, while Plaintiff Wolfmann assessed whether to buy a Durango, he went to Dutchess Chrysler Jeep Dodge, to test drive a Durango, during which he discussed the features of the vehicle with Dodge’s sales representatives at Dutchess Chrysler Jeep Dodge. At no time did the sales representative inform Plaintiff Wolfmann of the Defect.

57. Based upon Dodge’s advertisements and his discussions with the Dodge salesman at Dutchess Chrysler Jeep Dodge, Plaintiff Wolfmann decided to lease a new 2019 Durango from Dutchess Chrysler Jeep Dodge. In or around July 2022, when Plaintiff Wolfmann’s lease was due to expire, he purchased the Durango from Dutchess Chrysler Jeep Dodge.

58. In or about March 2023, Plaintiff Wolfmann noticed that the Taillight on his Durango had a substantial amount of water in it and the entire light was burned out and not functioning. Within several days, Plaintiff Wolfman took his Durango to Dutchess Chrysler Jeep Dodge to seek a repair for the water in his Taillight and the representative with whom he spoke told him that the lights were burned out due to the water in the Taillight assembly and they would not repair it for free but, instead, it would cost Plaintiff Wolfmann \$1,700 out-of-pocket to fix. Plaintiff Wolfmann then asked to speak with the dealership’s district manager who ultimately agreed to provide Plaintiff Wolfmann with a free replacement Taillight part (purportedly under Dodge’s “good will policy”) but charged him \$170 out-of-pocket for labor. Had Plaintiff Wolfmann not insisted on speaking with Dutchess Chrysler Jeep Dodge’s district manager, he would have been forced to spend \$1,700 to fix his Taillight.

59. Had Plaintiff Wolfmann known or otherwise been made aware of the Defect in the Class Vehicles and Defendant's refusal to repair or cure it, he would not have purchased his Durango or otherwise would have paid significantly less for it.

60. When Plaintiff Wolfmann purchased his Durango, he reasonably relied on the reasonable expectation that his Durango would be equipped with a Taillight Assembly that was free from defects and safe to operate and/or Defendant could, and would, properly repair and eradicate any such defects.

61. At all times relevant herein, Plaintiff Wolfmann operated his Durango in a reasonably foreseeable manner and as the vehicle was intended to be used, but can no longer safely do so given the Defect.

62. Plaintiff Wolfmann has suffered an ascertainable loss as a result of Defendant's unfair and deceptive conduct, breach of contractual, common law and statutory duties, and omissions and/or misrepresentations associated with the Defect and associated safety risk, including but not limited to, out-of-pocket losses and diminished value of his Class Vehicle.

63. Neither Defendant nor any of its agents, dealers or other representatives informed Plaintiff Wolfmann of the Defect and associated safety risk prior to him leasing and subsequently purchasing the Class Vehicle.

E. Defendant

64. Defendant FCA US, LLC is a Delaware limited liability company with its principal place of business at 1000 Chrysler Drive, Auburn Hills, Michigan. The Class Vehicles at issue here are part of the FCA US, LLC family of companies, which is, in turn, part of Fiat Chrysler Automobiles N.V.

65. At all times relevant to this action, Defendant and/or its agents manufactured, distributed, sold, leased, and warranted the Class Vehicles throughout the United States. Defendant and/or its agents designed, caused, manufactured, the Class Vehicles knowing about the Defect, without either disclosing it at the time of sale or attempting to remedy it. Defendant and/or its agents also developed and disseminated the owner’s manuals, warranty booklets, advertisements, and other promotional materials relating to the Class Vehicles.

FACTUAL ALLEGATIONS

A. The Rear Taillight Assembly Defect

66. FCA designs, engineers, manufactures and sells vehicle—including the Class Vehicles—under the Chrysler, Jeep, Dodge, Ram and Fiat brands in this District and throughout the United States. FCA manufactures, distributes, and sells motor vehicles and parts through its network of authorized motor vehicle dealers, including Putnam Chrysler Jeep Dodge. Furthermore, FCA is aware that its vehicles are sold as used cars at dealerships across the country, including Kia of Stockton.

67. Defendant FCA designs, engineers, manufactures and sells vehicles and related parts, services and production systems worldwide. The Group operates over 100 manufacturing facilities and over 40 R&D centers; and it sells through dealers and distributors in more than 130 countries.³ FCA is a multinational corporation with over 190,000 employees worldwide.⁴

68. The Class Vehicles include a solid, rear light assembly on the rear tailgate, referred to as the “racetrack” light that contains the Class Vehicles’ taillights, reverse lights, license plate lights, and reverse camera system (defined above as “Taillight Assembly”) as shown in the two

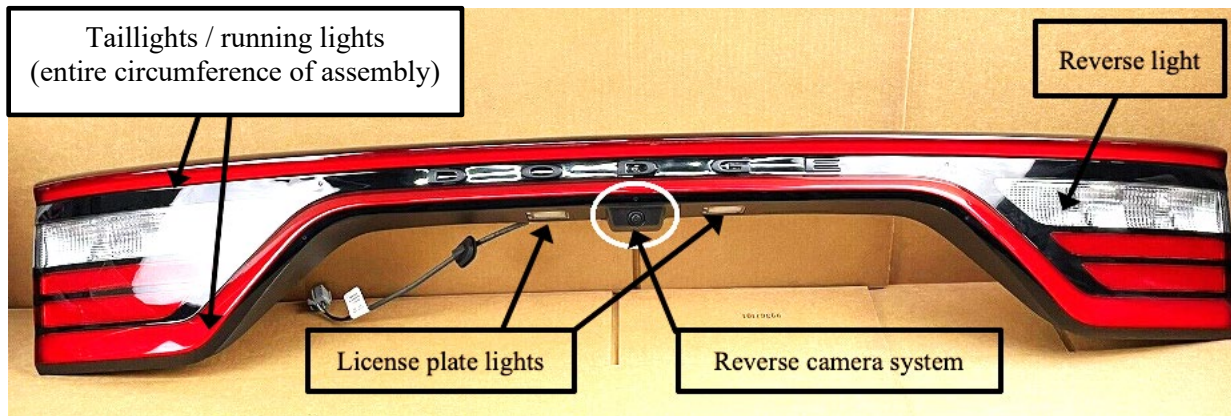
³ https://www.fcagroup.com/en-US/group/Pages/group_overview.aspx (last visited April 20, 2023).

⁴ <https://www.owler.com/company/fcagroup> (last visited Apr. 30, 2020).

images below:



69. Below is a picture of the Taillight Assembly when it is not installed on a Class Vehicle, with each of the foregoing components labeled:



70. FCA describes the racetrack Taillight Assembly on its webpage for Durangos as “LED Tail Lamps with Red Accents,” which come standard on every trim level of Durango Class Vehicles in model years 2014-2023, and which are identical with respect to design, form,

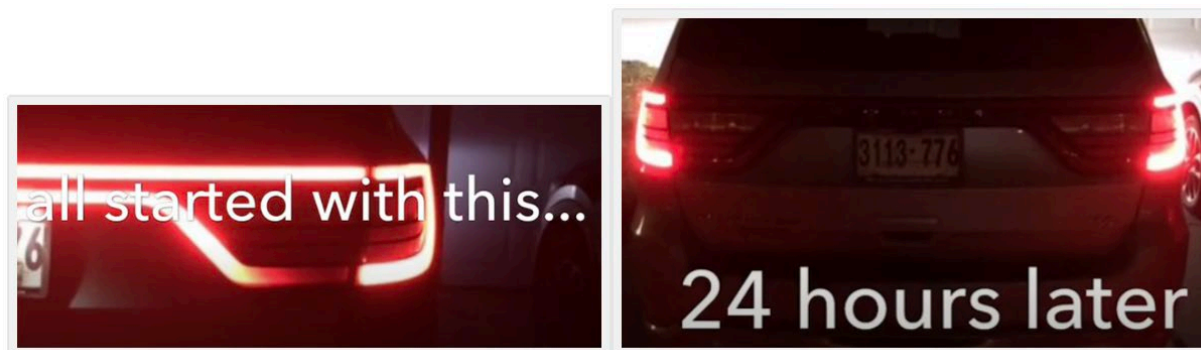
engineering, assembly and function across all Class Vehicles.⁵

71. The Class Vehicles contain a defectively designed and/or manufactured Taillight Assembly that allows water to intrude into the Taillight Assembly by leaking through the gaskets and seals on the vehicle tailgate.

72. Due to this Defect, the Durango's unique "racetrack light" Taillight Assembly located on the vehicle's tailgate fills with water or moisture from rain, car washes, melting snow, or other instances where water meets the rear of the vehicle.

73. When water or moisture infiltrates the Taillight Assembly, it sits and accumulates, which burns out and corrodes the electrical and lighting components and, in turn, causes dimming or total failure of the taillights, brake lights, reverse lights, license plate lights, and/or reverse camera systems, all of which are housed within the Taillight Assembly.

74. The image below is from an actual owner of a Class Vehicle and shows how manifestations of the Defect progress rapidly from partial dimming to a total failure of the Taillight Assembly in only 24 hours:



75. Numerous images have been uploaded online by owners of Class Vehicles showing

⁵ See <https://www.dodge.com/model-compare/durango.2022.html#/model/codes=CUD202211WDDL75A,2TA|CUD202211WDDH75D,2TD|CUD202211WDDH75A,2TE|CUD202211WDDS75A,2TS> (Dodge webpage for Durangos comparing all trim levels and listing "LED Tail Lamps with Red Accents" as standard equipment for each trim level offered) (last visited April 20, 2023).

water inside of the Taillight Assembly as a result of the Defect, such as the images below showing water droplets inside of the lights:



76. Some owners of Class Vehicles have reported that the Defect is so severe that it even allows insects to infiltrate the Taillight Assembly, as depicted in the image below⁶:

⁶ <https://www.dodgedurango.net/threads/post-pictures-of-failed-race-track-lights.79238/post-796254> (last visited April 20, 2023).



77. In numerous videos posted online, water is seen streaming out of the Taillight Assembly when fasteners and bolts of the assembly are removed, such as the screenshot below from a video instructing owners how to temporarily fix the Defect themselves⁷:



78. Once water infiltrated the Taillight Assembly and causes damage to the lighting components contained therein, the only way to fix those components is to replace the entire

⁷ See <https://www.youtube.com/watch?v=LhfaPKHUIqQ> (last visited April 20, 2023).

Taillight Assembly, which Class Vehicle owners have reported costs as much as \$2,000.⁸ However, numerous Durango owners have complained that the replacement part Dodge installs in Durangos suffers from the same Defect as the original Taillight Assembly part and also allows water to infiltrate the replacement part, such as the complaints below:

✓ Discussion Starter · #115 · Apr 14, 2022

Well, the dealer denied my 4th taillight replacement. Went in last week, service tech told me it was under warranty (they installed the last replacement in August 2021), said they had the part in stock, so I scheduled an appointment for Tuesday. Went in Tuesday, sat at the dealership for **3 hours** only for them to tell me it's not covered under warranty and my factory extended warranty won't cover it (he called them (or so he said)). Since I'm selling it soon due to a new Bronco finally arriving after a 2-year wait, I'm not paying out of pocket for a replacement. I guess my multi-year journey with Dodge's ridiculous Durango taillight has reached its sad conclusion. Hope I can find a buyer who isn't as picky as me. Farewell, worst taillight of any vehicle I've ever owned. 🙌

🙄👍 Ollie Crow, Urbish and cambo

Reply Quote Save Share

✓ Discussion Starter · #82 · Feb 13, 2022 (Edited)

I can't believe I'm posting this yet again, but my FOURTH taillight is now full of water and burned out. 😡

🙄 OhSnapKid and Urbish

Reply Quote Save Share

⁸ <https://www.dodgedurango.net/threads/this-effing-tail-light.78983/post-800248> (last visited April 20, 2023).

Thus, to date, upon information and belief, Dodge has failed to provide a fix that prevents water from infiltrating Durango Taillight Assemblies.

79. Despite hundreds of complaints made over the course of years from owners of Class Vehicles, Defendant has failed to take any affirmative steps to notify owners of Class Vehicles of the Defect or fix it on its own volition by way of issuing a recall or any other means.

80. Numerous Durango owners have reported water leakage and intrusion into the Taillight Assembly and a subsequent shorting out of their racetrack lights occurring just a few months after they purchased their Durango, or with less than 9,000 miles on their vehicle.⁹ Other owners have been forced to pay to repair their Taillight Assembly multiple times because of continued and recurring water leakage into their tail assemblies, even the replacement assemblies installed by Defendant.¹⁰

81. FCA has touted its “commitment” and “dedication” to “transportation safety includ[ing] engineering active and passive features for diverse drivers and vehicle segments.” FCA’s head of vehicle safety and regulatory compliance assured the market in 2014 that “safety considerations are baked into every component of every product we make.”¹¹

82. Contrary to FCA’s representations, however, the dimming, flickering, or failure of taillights, running lights, and reverse lights brought on by the Defect poses a substantial safety risk to the operator and passengers of the Class Vehicles because it can fail to adequately signal vehicle maneuvering to other vehicles on the road, which increases the likelihood of vehicle collision.

⁹https://www.carcomplaints.com/Dodge/Durango/2014/lights/exterior_lighting.shtml (last visited April 20, 2023).

¹⁰ https://www.carcomplaints.com/Dodge/Durango/2014/lights/exterior_lighting.shtml#239 (last visited April 20, 2023).

¹¹ Sandy Smith, *Sandy Says: Are You a Safety Advocate?*, EHS TODAY, (Feb. 4, 2016), <http://ehstoday.com/safety-leadership/sandy-says-are-you-safety-advocate>

Furthermore, failure of the reverse camera system poses a substantial safety risk to the vehicle driver and passengers, as well as individuals around the vehicle, because it increases the likelihood of collision with other vehicles and pedestrians while the vehicle is in reverse. These manifestations of the Defect expose the driver and occupants of the Class Vehicles, as well as others who share the road with them, to an increased risk of accident, injury, or death. As alleged further herein, numerous owners and lessees of the Class Vehicles have experienced dimming, flickering, or failure of the taillights, brake lights, reverse lights, license plate lights, and/or reverse camera systems in the Class Vehicles, thus placing themselves and those around them in immediate danger.

83. As alleged in greater detail below, Defendant is well aware that the substandard design and/or materials utilized in the Taillight Assembly are prone to water and moisture infiltration. Defendant nevertheless persists in refusing to provide a higher quality Taillight Assembly that Defendant knows will remedy the Defect in the Class Vehicles.

84. Not only did FCA actively conceal the Defect, it did not reveal that the existence of the Defect would diminish the intrinsic and resale value of the Class Vehicles and lead to the safety concerns described herein.

B. FCA's Longstanding Knowledge of the Defect

1. *A Prior Technical Service Bulletin and FCA's Communication to Dealerships Demonstrate its Longstanding Knowledge of Water Infiltration into the Taillight Assemblies of Durango Vehicles*

85. FCA is no stranger to water infiltration in its "racetrack" rear lighting assemblies, including Durangos' Taillight Assemblies. In March 2020, FCA issued a communication to its dealerships requesting that if they have 2018-2021 Durangos with moisture and/or water intrusion in the tail lamp assembly, they inform FCA, send photographs of the vehicle(s), their VIN

numbers, and “defect images” of the water/moisture in the Taillight Assembly.¹² Thus, Defendant was aware—and acknowledged the existence—of the Defect, at latest, as of March 2020.

86. FCA’s March 2020 communication to dealerships does not instruct the dealerships to inform Durango owners of the Defect or state that FCA will inform Durango owners of the Defect.

87. Similarly, in June 2021, Defendant issued a technical service bulletin (“TSB”) applying to 2014-2021 Durangos, which acknowledged that visible moisture may infiltrate the license plate lamp housing contained in the Taillight Assembly of Class Vehicles and cause the license plate lamp to become inoperable.¹³

88. The TSB lists FCA’s policy when customers complain that moisture is visible in the license plate lamp housing and/or their license plate lamps cease working and requires its dealerships to perform detailed diagnostic testing and if those issues are detected, to perform a repair procedure.

89. The TSB states that only if the Class Vehicle is within the three-year, 36,000-mile, “bumper to bumper” warranty, the cost of the repair is reimbursable.

90. The TSB does not state that Defendant has or will notify all owners of Class Vehicles of the issues discussed therein or that they are entitled to reimbursement for repairs conducted within the three-year, 36,000-mile warranty; instead, it provides instructions for repairs only to only in-warranty (three-year, 36,000-mile) vehicles in the event an owner of such a vehicle raises the issue.

¹² See <https://static.nhtsa.gov/odi/tsbs/2020/MC-10175433-9999.pdf> (last visited April 20, 2023).

¹³ See <https://static.nhtsa.gov/odi/tsbs/2021/MC-10212488-9999.pdf> (last visited April 20, 2023).

2. Reports to NHTSA

91. The National Highway Traffic Safety Administration (“NHTSA”) has received numerous complaints about the Defect. Currently, the NHTSA online complaint database contains multiple complaints from Durango owners who have experienced the Defect, dating as far back as April 5, 2017 for 2014 Durangos, such as the following examples:

NHTSA ID Number: 11448293

Complaint Submitted: January 20, 2022

Incident Date January 20, 2022

Consumer Location WINCHESTER, VA

Vehicle Identification Number 1C4SDJCT3LC****

Summary of Complaint

BOUGHT VEHICLE NEW IN 2020, HAS 41K MILES. TONIGHT, I NOTICED WHEN ARRIVING HOME THAT THE ENTIRE CENTER LIGHT ON THE LIFT GATE IS NOT FUNCTIONING. I ALSO DO NOT HAVE TAG LIGHTS AND MY REAR CAMERA IS NON-FUNCTIONING. AT NIGHT, THE BACK OF THE VEHICLE IS NOT LIT VERY WELL WITHOUT THAT CENTER LIGHT PLUS THE TAG IS NOT ILLUMINATED. IT APPEARS THIS IS A COMMON ISSUE WITH THE DURANGO. I FEEL IT POSES A SERIOUS RISK DUE TO THE REAR LIGHTING NOT FUNCTIONING.

NHTSA ID Number: 11465348

Complaint Submitted: May 19, 2022

Incident Date May 19, 2022

Consumer Location METAIRIE, LA

Vehicle Identification Number 1C4RDHDG6LC****

Summary of Complaint

IT IS WELL KNOWN IN THE DODGE DURANGO COMMUNITY THAT THE MAIN TAILLIGHT HOUSING ON THESE VEHICLES WAS NOT PROPERLY SEALED FROM WEATHER ELEMENTS. OVER THE COURSE OF TIME, WATER INTRUSION WILL CAUSE AREAS OF THE TAILLIGHT TO BURN OUT, GRADUALLY LEADING TO THE ENTIRE SYSTEM TO FAIL. DODGE IS WELL AWARE OF THIS BUT DOES NOT OFFER ANY REPAIR OUTSIDE OF WARRANTY PERIOD IF THIS HAPPENS ON FACTORY HOUSING. THE REPAIR COST FOR THIS IS ASTRONOMICAL CONSIDERING THIS IS A DEFECT STRAIGHT FROM THE FACTORY. DODGE NEEDS TO MAKE IT A POINT TO CREATE A RECALL FOR THE DURANGO TO HAVE THE TAILLIGHT PROPERLY SEALED AND REINSTALLED AT NO COST TO THE OWNER. WHEN THESE LIGHTS BURN OUT THIS CAUSES A MASSIVE SAFETY HAZARD AT NIGHT.

NHTSA ID Number: 11466287

Complaint Submitted: May 26, 2022

Incident Date May 13, 2022

Consumer Location RANCHO CORDOVA, CA

Vehicle Identification Number 1C4SDHCT1LC****

Summary of Complaint

THE CENTER LIFTGATE "RACETRACK" LAMP ASSEMBLY EXPERIENCED WATER INTRUSION AND POOLING IN THE LOWER RH CORNER BETWEEN THE CLEAR OUTER LENS AND RED LED LIGHT STRIP. THE CONCERN AND DEFECT WERE CONFIRMED BY THE LOCAL DODGE SERVICE DEPARTMENT AND REPLACED UNDER THE VEHICLE MANUFACTURER'S BASIC LIMITED WARRANTY. OBSERVATION OF OTHER 2014-2022 DODGE DURANGO MODELS WITH THE SAME LAMP ASSEMBLY AND WATER INTRUSION PROBLEM INDICATES A PARTIAL OR FULL FAILURE OF THE OUTER RED LED RACETRACK LIGHT AND WILL EVENTUALLY RESULT. SUCH A FAILURE COULD INCREASE THE PROBABILITY OF REAR-END COLLISION IN LOW VISIBILITY OR NIGHTTIME CONDITIONS DUE TO INSUFFICIENT ILLUMINATION OF THE VEHICLE'S REAR. NOTE: THE LAMP ASSEMBLY IS A SEALED, NON-SERVICEABLE, COMPONENT AND MUST BE REPLACED AS AN ENTIRE UNIT.

NHTSA ID Number: 10970640

Complaint Submitted: April 5, 2017

Incident Date April 4, 2017

Consumer Location LARGO, FL

Vehicle Identification Number 1C4RDJDG7EC****

Vehicle Model Year: 2014

Summary of Complaint

THE REAR LIFT GATE LED "RACETRACK" TAILLIGHTS CAN BECOME FILLED WITH WATER. THIS APPEARS TO BE A COMMON PROBLEM WITH MANY. WATER IN THE TAIL LIGHTS CAN CAUSE A SHORT WHICH COULD BE A FIRE HAZARD. TAIL LIGHTS MAY ALSO STOP WORKING WITH IS ALSO A SAFETY HAZARD. VEHICLE OWNERS THAT ARE OUTSIDE FACTORY WARRANTY ARE FORCED TO PAY OVER \$1,000 TO HAVE LIGHTS REPLACED. VEHICLE WAS PARKED IN DRIVEWAY OVERNIGHT DURING HEAVY RAIN STORM. PLEASE VIEW MORE AFFECTED PEOPLE IN THE FOLLOWING [LINK](http://www.dodgedurango.net/forums/durango-discussions-2014/16295-water-led-light-assembly-lift-gate.html)
[HTTP://WWW.DODGEDURANGO.NET/FORUMS/DURANGO-DISCUSSIONS-2014/16295-WATER-LED-LIGHT-ASSEMBLY-LIFT-GATE.HTML](http://www.dodgedurango.net/forums/durango-discussions-2014/16295-water-led-light-assembly-lift-gate.html)

NHTSA ID Number: 10971566

Incident Date April 4, 2017

Consumer Location GROVE CITY, PA

Vehicle Identification Number 1C4RDJEG1EC****

Vehicle Model Year: 2014

Summary of Complaint

REAR TRACK LIGHTS ACCUMULATED WATER RESULTING IN LIGHT FLICKERING POSSIBLY SHORTING OUT. NO IDEA HOW NO PHYSICAL DAMAGE TO VEHICLE.

NHTSA ID Number: 10972018

Incident Date February 10, 2017

Consumer Location CLINTON, MD

Vehicle Identification Number 1C4RDJEGXEC****

Vehicle Model Year: 2014

Summary of Complaint

REAR TRACK LIGHT HAS MOISTURE INSIDE AND A PORTION OF THE LIGHTS ARE BURNING OUT LEAVING DARK AREAS.

NHTSA ID Number: 10991368

Incident Date April 2, 2017

Consumer Location MARTINSVILLE, VA

Vehicle Identification Number 1C4SDHCT6EC****

Vehicle Model Year: 2014

Summary of Complaint

WATER AND CONDENSATION IS TRAPPED INSIDE THE REAR BRAKE LIGHTS. I THINK THE NAME OF THIS IS CALLED "RACE TRACK" TAIL LIGHTS. WATER IS STUCK IN THERE AND HAS BURNT OUT ONE SIDE OF MY LED LIGHT. IT JUST SLOSHES AROUND WITH NO WAY TO ESCAPE. THE OTHER SIDE IS SUBMERGED TOO BUT HASN'T YET BURNED OUT. THE ENTIRE PIECE HAS TO BE REPLACED AND ITS VERY EXPENSIVE. THE PART IS ON "NATIONAL BACK ORDER". I'M SURE IT WONT PASS INSPECTION AND I COULD GET A TICKET FOR IT. MY DURANGO IS NOT UNDER WARRANTY ANY MORE AS I JUST HIT THE 3 YEAR MARK AND I AM SICKENED THAT THIS PART IS OVER \$1000. I WISH THIS WOULD BE A RECALL FOR FAULTY EQUIPMENT.

NHTSA ID Number: 10980802

Incident Date March 15, 2017

Consumer Location GREENSBURG, PA

Vehicle Identification Number 1C4RDJDG4EC****

Vehicle Model Year: 2014

Summary of Complaint

WATER AND/OR CONDENSATION IN REAR LIFT GATE TAILLIGHT IS CAUSING THE LED LIGHT TO START BURNING OUT. THIS SEEMS TO BE A MANUFACTURERS GLITCH AS I HAVE SEEN THIS IN SEVERAL OTHER DURANGO'S ON THE ROAD, AND A FEW OF THE NEWER STYLE CHARGERS (SAME EXACT BURNING OUT LOCATION). WORKING WITH THE DEALERSHIP THEY HAVE ORDERED THE REPLACEMENT PART (EXTREMELY EXPENSIVE AND WILL FIGHT WITH CHRYSLER ON THIS DEFECT) AS FROM A MILEAGE STANDPOINT I AM OUT OF WARRANTY, AND WILL ATTEMPT FURTHER REIMBURSEMENT FOR THESE EXPENSES,

HOWEVER THE PART WAS ORDERED BACK IN THE MIDDLE OF MARCH 2017, AND IS STILL ON BACK ORDER AS OF 4/26/17 WITH NO RELEASE DATE. THIS SORT OF BACK ORDER TELLS ME THEY KNOW THERE IS A PROBLEM AND THEY DON'T HAVE THE SUPPLY FOR ALL THE OTHERS WITH THE SAME ISSUE!

NHTSA ID Number: 10991823

Incident Date March 1, 2017

Consumer Location STILLWATER, OK

Vehicle Identification Number 1C4SDJCT1EC****

Vehicle Model Year: 2014

Summary of Complaint

THE REAR CENTER TAIL LIGHT (RACETRACK) IS COLLECTING WATER WHICH CAUSED THE LED'S IN THE BOTTOM CORNERS TO STOP WORKING.

NHTSA ID Number: 11000082

Incident Date April 15, 2017

Consumer Location VALRICO, FL

Vehicle Identification Number 1C4SDHET3EC****

Vehicle Model Year: 2014

Summary of Complaint

2014 DODGE DURANGO CITADEL 5.7 LITER REAR RACETRACK LED LIGHTING BURNED OUT AT LOWER RIGHT SIDE BOTTOM. IT APPEARS WATER HAS ENTERED AND BURNED OUT THE LED BULBS IN THAT AREA.

NHTSA ID Number: 11053985

Incident Date September 1, 2017

Consumer Location BOSTON, MA

Vehicle Identification Number 1C4RDJAG2EC****

Vehicle Model Year: 2014

Summary of Complaint

THERE IS A LEAK ON THE LED TAILLIGHTS. WATER IS NOW TRAPPED INSIDE MY TAILLIGHTS. THIS IS CAUSING MY TAILLIGHTS TO SHORT CIRCUIT MAKING IT EXTREMELY DANGEROUS TO BRAKE AND DRIVE AT NIGHT. I HAVE HEARD FROM MANY OTHER 2014 DURANGO OWNERS THAT THIS IS A COMMON PROBLEM.

NHTSA ID Number: 11072067

Incident Date March 1, 2017

Consumer Location GRAVETTE, AR

Vehicle Identification Number 1C4SDJETXEC****

Vehicle Mode Year: 2014

Summary of Complaint

TAIL LIGHT AND CENTER LIFT GATE LIGHTS ARE POOLING WITH WATER AND CAUSING DARK SPOTS IN THE TRACK LIGHTING AND OTHER LIGHTS TO FAIL. THERE HAS BEEN NO DAMAGE TO THIS VEHICLE. THIS IS THE

FACTORY LIGHT ASSEMBLIES AND THERE HAVE BEEN MULTIPLE COMPLAINTS OF THIS HAPPENING WITH THE 2014 AND 2015 DODGE DURANGO

NHTSA ID Number: 11066588

Incident Date November 1, 2017

Consumer Location WESLEY CHAPEL, FL

Vehicle Identification Number 1C4RDHEG5EC*****

Model Year: 2014

Summary of Complaint

THE TAILLIGHTS ON THIS MODEL ARE CALLED "RACETRACK" LIGHTING AS DEEMED BY DODGE. THESE LIGHTS ARE ALL LED AND RUN THE ENTIRE WIDTH OF THE VEHICLE. OVER TIME, IT APPEARS THAT THE MATERIAL USED TO CONSTRUCT THE ASSEMBLY DEVELOPS CRACKS. THE ASSEMBLY MAY ALSO ALLOW WATER TO ENTER THE UNIT AND POOL. EVENTUALLY, THIS WILL IMPACT THE LED COMPONENTS OF THE UNIT THEREBY RENDERING THE VEHICLE A SAFETY HAZARD AS THE TAILLIGHTS WILL NO LONGER BE AS EFFECTIVE AS DESIGNED DUE TO UNIT FAILURE.

NHTSA ID Number: 10970873

Complaint Submitted: April 6, 2017

Incident Date September 21, 2016

Consumer Location NEW YORK, NY

Vehicle Identification Number 1C4RDJDG4FC*****

Vehicle Model Year: 2015

Summary of Complaint

REAR CENTER LED LIGHT SECTION FILLED WITH WATER. FROZEN WATER CAUSED THE LIGHT TO CRACK MAKING IT EVEN MORE LIKELY TO FILL WITH WATER. THE LIGHT ONLY WORKS INTERMITTENTLY AND WILL OFTEN GO OUT, ALONG WITH THE LIGHT THAT ILLUMINATES THE LICENSE PLATE. THIS IS A WIDESPREAD PROBLEM...CHECK DODGEDURANGO.NET FOR NUMEROUS DISCUSSIONS RELATING TO THIS PROBLEM IN DURANGOS FROM 2014 AND LATER.

NHTSA ID Number: 10990478

Incident Date May 15, 2017

Consumer Location ALDIE, VA

Vehicle Identification Number 1C4RDJEG8FC*****

Vehicle Model Year: 2015

Summary of Complaint

EXTERIOR LIGHTING - BRAKE LIGHTS - REAR REAR CENTER LED LIGHT IS FILLED WITH WATER. LIGHT DOES NOT WORK. THIS IS A COMMON PROBLEM. WIDESPREAD ISSUE. REPLACING THE LIGHT IS NOT THE PERMANENT FIX. THE PROBLEM WILL REOCCUR EVEN AFTER THE REPLACEMENT OVER THE TIME. THIS SHOULD BE RECALLED.

NHTSA ID Number: 11047926
Incident Date November 18, 2017
Consumer Location HOLT, MI
Vehicle Identification Number 1C4RDJDGXFC****
Model Year: 2015

Summary of Complaint

RACETRACK TAIL LIGHT LEAKS, TRAPPING WATER INSIDE AND BURNING OUT THE REAR LED LIGHT BULBS. VERY EXPENSIVE PART TO REPLACE (I'VE HEARD \$1000.00) AND BASED ON SOME ONLINE SEARCHES, APPEARS TO BE A VERY COMMON PROBLEM.

NHTSA ID Number: 11060934
Incident Date December 18, 2017
Consumer Location ROUND ROCK, TX
Vehicle Identification Number 1C4SDHCT0FC****
Model Year: 2015

Summary of Complaint

THE CENTER TAIL LIGHT IN THE DODGE DURANGO'S WITH THE RACETRACK SET UP HAVE A LEAKING PROBLEM WHERE WATER ENTERS THROUGH POSING A RISK TO THE ELECTRICAL SYSTEM AND INSIDE OF THE VEHICLE. THIS BASICALLY HAPPENS WHETHER THE VEHICLE IS IN MOTION OR PARKED. WHEN IT RAINS - WATER ENTERS THROUGH THE DEFECTIVELY SEALED TAIL LIGHT. ON FACEBOOK SOCIAL MEDIA THERE'S A FAN CLUB DEDICATED TO DODGE DURANGO'S WHERE MEMBERS HAVE REPORTED HAVING THE SAME PROBLEM INCLUDING ONE PERSON HAVING TO HAVE THEIR TAIL LIGHT FIXED THREE TIMES.

NHTSA ID Number: 10991827
Incident Date May 25, 2017
Consumer Location COON RAPIDS, MN
Vehicle Identification Number 1C4SDJCT8FC****
Model Year: 2015

Summary of Complaint

WATER IS INSIDE THE LIFT-GATE RACE TRACK LIGHTING ASSEMBLY. WARRANTY DOES NOT COVER "WATER INTRUSION" OF WHICH THIS IS. NEXT MONTH MY VEHICLE WILL BE 2 YEARS OLD SO IF I DON'T IT FIXED AT A COST OF \$1,100 THE LIGHTS WILL SOON BE MOLDY, SHORTED OUT OR CAUSING THE LIFTGATE TO RUST OUT. THIS SHOULD BE A WARRANTY FIX REGARDLESS OF AGE OR MILES.

NHTSA ID Number: 11063060
Incident Date January 6, 2018
Consumer Location SCHERERVILLE, IN
Vehicle Identification Number 1C4SDJCT6FC****
Model Year: 2015

Summary of Complaint

RACETRACK LIGHT ON REAR TAILGATE HAS WATER INSIDE OF IT AND SHORTED OUT. NOTICED BURNT SMELL.

NHTSA ID Number: 10972171

Complaint Submitted: April 13, 2017

Incident Date April 3, 2017

Consumer Location CISNE, IL

Vehicle Identification Number 1C4RDJDG8GC****

Vehicle Model Year: 2016

Summary of Complaint

SECOND TIME WATER HAS GOTTEN INTO A TAIL LIGHT. FIRST WAS THE DRIVERS SIDE WHICH HAS BEEN REPLACED. WHEN IT WAS REPLACED ONE OF THE MECHANICS DROPPED IT AND CHIPPED A CORNER AND HAVE YET TO ORDER A REPLACEMENT. ALSO, THE MIDDLE "TRACK LIGHT" IS STARTING TO FILL UP WITH WATER. RIDICULOUS FOR A \$45,000 VEHICLE.

NHTSA ID Number: 11071989

Incident Date January 2, 2018

Consumer Location WOODINVILLE, WA

Vehicle Identification Number 1C4RDJDGXGC****

Model Year: 2016

Summary of Complaint

WATER CONTINUES TO ENTER THE REAR RACE TRACK TAIL LIGHT AND IS NOT COVERED UNDER WARRANTY. ONCE THE WATER FILLS THE LIGHT THE LED GOES OUT AND MUST BE REPLACED FOR SAFETY (HAS NOT GONE OUT ON MINE YET). MY LIGHTS ARE SEALED AND THERE IS NO DAMAGE TO THEM YET THERE IS WATER ENTERING THE INSIDE OF THE LIGHTS. I AM UNABLE TO SEE IF THE WATER ENTERS THE LIGHTS DURING MOTION OR WHEN STATIONARY.

NHTSA ID Number: 11062711

Complaint Submitted: January 14, 2018

Incident Date January 11, 2018

Consumer Location LUDOWICI, GA

Vehicle Identification Number 1C4RDHAG9HC****

Vehicle Model Year: 2017

Summary of Complaint

BOUGHT THE VEHICLE BRAND NEW HAS A LITTLE OVER 10,000 MILES ON IT NOW, STARTED NOTICING STANDING WATER IN THE RACETRACK (BACK GATE) LED LIGHTS TOOK IT TO THE DEALERSHIP TO FIND OUT WHY WATER WAS GETTING IN THEY INFORMED ME THE BRAKE LIGHT HAD A CRACK WHICH I THOUGHT WAS A SEAM (WHERE THE 2 PARTS MET) IT IS A STRAIGHT LINE DOWN, VEHICLE HAS NEVER BEEN IN A ACCIDENT OR DAMAGED, SO THE BRAKE LIGHT CRACKED IN ITS OWN. AFTER A LITTLE RESEARCH I FOUND OUT THIS IS VERY COMMON AND DON'T UNDERSTAND

HOW THIS CAN BE SAFE SINCE WATER IS GETTING INTO SOMETHING ELECTRICAL AND CAUSING LED BRAKE LIGHTS TO FAIL OR BURN OUT.

NHTSA ID Number: 11162611
Incident Date December 19, 2018
Consumer Location GODFREY, IL
Vehicle Identification Number 1C4SDJCT1HC****
Model Year: 2017

Summary of Complaint

MY VEHICLE HAS BELOW 11,000 MILES AND HAS WATER POOLED IN THE BACKUP LAMP ASSEMBLY (RACETRACK LIGHT) IN THE REAR OF THE VEHICLE. THIS IS CAUSING THE LED'S TO FLICKER AND SHORT OUT AT RANDOM. THIS ASSEMBLY IS ALSO THE CENTER BRAKE LIGHT FOR THE VEHICLE. WITHOUT BEING CORRECTED THIS ISSUE WILL LEAD TO THE ENTIRE ASSEMBLY TO FAIL.

NHTSA ID Number: 11078419
Incident Date March 8, 2018
Consumer Location ISSAQUAH, WA
Vehicle Identification Number 1C4SDJCT6HC****
Model Year: 2017

Summary of Complaint

DURING RAIN OR WASHING, WATER COLLECTS IN THE REAR BACKUP LIGHT ASSEMBLY CAUSING CONDENSATION INSIDE THE ASSEMBLY.

NHTSA ID Number: 11221887
Complaint Submitted: June 22, 2019
Incident Date January 30, 2019
Consumer Location BURBANK, IL
Vehicle Identification Number 1C4SDJCT3JC****
Vehicle Model Year: 2018

Summary of Complaint

WATER POOLING INSIDE RACE TRACK TAILLIGHT CAUSING OUTAGES IN PARTS OF TAILLIGHT

NHTSA ID Number: 11300486
Complaint Submitted: January 20, 2020
Incident Date January 14, 2020
Consumer Location WELLINGTON, KY
Vehicle Identification Number 1C4RDJAG7JC****
Model Year: 2018

Summary of Complaint

REAR 'RACETRACK' LIGHTING AND LICENSE PLATE LIGHTING SHORTS OUT AND DOES NOT FUNCTION. THIS IS CAUSED BY WATER LEAKING INTO AND BEING RETAINED IN THE ASSEMBLY. THIS ISSUE IS THOROUGHLY DOCUMENTED IN A VARIETY OF ONLINE FORUMS. WHEN THE LIGHTS ARE

INOPERATIVE, THE REAR OF THE VEHICLE IS VERY DARK AND POSSES A SAFETY ISSUE BY INCREASING THE CHANCES OF A REAR END COLLISION.

NHTSA ID Number: 11221887
Complaint Submitted: June 22, 2019
Incident Date January 30, 2019
Consumer Location BURBANK, IL
Vehicle Identification Number 1C4SDJCT3JC****
Model Year: 2018
Summary of Complaint
WATER POOLING INSIDE RACE TRACK TAILLIGHT CAUSING OUTAGES IN PARTS OF TAILLIGHT

NHTSA ID Number: 11395053
Complaint Submitted: February 7, 2021
Incident Date November 8, 2019
Consumer Location LITTLETON, CO
Vehicle Identification Number 1C4RDJDG4JC****
Model Year: 2018
Summary of Complaint
2018 DODGE DURANGO LAMP LIFTGATE FILLS WITH WATER AND CAUSE THE LIGHT TO FAIL.

NHTSA ID Number: 11386546
Complaint Submitted: January 4, 2021
Incident Date December 23, 2020
Consumer Location TINLEY PARK, IL
Vehicle Identification Number 1C4RDJDG6JC****
Model Year: 2018
Summary of Complaint
THE TRACK LIGHTING (TAIL LIGHT) ON THE HATCH HAS WATER IN IT ALONG WITH CONDENSATION. I ONLY HAVE 24K MILES ON MY DURANGO.

NHTSA ID Number: 11354127
Complaint Submitted: September 10, 2020
Incident Date August 29, 2020
Consumer Location EASTON, PA
Vehicle Identification Number 1C4RDJDGXJC****
Model Year: 2018
Summary of Complaint
I WAS PULLED OVER AT NIGHT BY A POLICE OFFICER FOR NOT HAVING ANY REAR LIGHTS. THE OFFICER INFORMED ME THAT HE IS ALWAYS PULLING DODGE DURANGO'S OVER BECAUSE THIS IS A COMMON PROBLEM THAT THE LIGHTS FILL UP WITH WATER AND THE ELECTRICAL COMPONENTS CORRODE AND NO LONGER FUNCTION. THIS IS A 2018 THAT DID NOT PASS A PA SAFETY INSPECTION IN 2020 WITHOUT PAYING \$1,888.51 TO REPLACE THE DAMAGED PARTS. THE GASKET AND SEALANT ON THIS

PRODUCT BREAKS DOWN IN A SHORT PERIOD OF TIME ALLOWING RAIN WATER TO FILL UP INSIDE THE TAIL LIGHT RACETRACK ASSEMBLY THAT IS ONE PART CONTAINING THE LICENSE PLATE LIGHTS, BACKUP CAMERA AND REAR BACKUP LIGHTS. I CALLED FCA CUSTOMER CARE AND THEY REFUSED TO PROVIDE ANY ASSISTANCE AND WERE WELL AWARE OF THE PROBLEM. THIS PROBLEM HAS BEEN ONGOING SINCE THE 2014 MODELS AND DODGE IS NOT WILLING TO ELEVATE OR SOLVE THE PROBLEM AND THE CONSUMER IS UNKNOWINGLY DRIVING WITHOUT LIGHTS UNTIL BEING PULLED OVER BY THE POLICE OR THE VEHICLE DOES NOT PASS A SAFETY INSPECTION. THIS ISN'T A \$100 EXPENSE THAT IS BEING IGNORED BUT A \$1,900 EXPENSE. THIS VEHICLE COULD HAVE ONLY 1,000 MILES OR 500,000 MILES BUT SHOULDN'T BE BREAKING DOWN IN LESS THAN 3 YEARS. THIS IS NOT NEGLECT OR WRONGDOING ON THE PART OF THE CONSUMER AND IS CLEARLY A QUALITY CONTROL BREAKDOWN THAT IS BEING IGNORED. HOW CAN WE REQUEST THE GOVERNMENT TO INVESTIGATE AND ISSUE A SAFETY RECALL ON THIS DEFECT TO GUARANTEE THAT THE VENDORS AND MANUFACTURERS OF THE DEFECTIVE PRODUCT ARE THE ONES PAYING FOR THE REPAIRS AND NOT THE CUSTOMERS WHO ARE THE VICTIMS DURING THIS PANDEMIC WHEN I AM OUT OF WORK AND DON'T HAVE \$2,000 JUST SITTING AROUND AND I'M STRUGGLING TO PAY THE BILLS AND PUT FOOD ON THE TABLE FOR MY FAMILY?

NHTSA ID Number: 11466450

Complaint Submitted: May 27, 2022

Incident Date May 27, 2022

Consumer Location CICERO, IL

Vehicle Identification Number 1C4SDJCT6JC****

Model Year: 2018

Summary of Complaint

Track lighting starting to fail. Water accumulation inside the bottom passenger side of track light. 44,000 miles on vehicle. No damage. Presents safety issue with rear visibility. Can cause short in wiring, causing potential fire.

NHTSA ID Number: 11441860

Complaint Submitted: November 28, 2021

Incident Date November 22, 2021

Consumer Location VERONA, NJ

Vehicle Identification Number 1C4RDJDG0KC****

Vehicle Model Year: 2019

Summary of Complaint

Water gets in the rear middle racetrack tailgate light and caused the partial burnout of the LED tailgate lights. This is a 2019 Dodge Durango VIN [XXX] with only 17,000 miles. This is a safety issue and from what I read online it will lead to other lighting/electrical issue in the future. INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6).

NHTSA ID Number: 11407177
Complaint Submitted: April 9, 2021
Incident Date April 1, 2021
Consumer Location RYE, NY
Vehicle Identification Number 1C4RDJAG2KC****
Model Year: 2019

Summary of Complaint

WATER IS ENTERING THE REAR 'RACE TRACK' TAIL LIGHT / BRAKE LIGHT OF 2019 DODGE DURANGO WHICH IS CAUSING THE LED LIGHTS WITHIN TO BURN AND/OR SHORT OUT. THE LIGHT IS NOT CRACKED AND WAS NEVER DAMAGED TO CAUSE THIS ISSUE. DODGE IS ADVISING THIS IS NOT A RECALL ISSUE AND COST WOULD BE APPROXIMATELY \$1200-\$1500 TO REPLACE.

NHTSA ID Number: 11464760
Complaint Submitted: May 16, 2022
Incident Date August 1, 2021
Consumer Location BROOKLYN, WI
Vehicle Identification Number 1C4SDJCT2KC****
Model Year: 2019

Summary of Complaint

My 2019 Dodge Durango is experiencing rear 'racetrack' lighting issues as thousands have. Many are complaining same issue. Poor design allows water to get into LED assembly and shorts it out. When this happens not only does the illumination of the LED go out.. But so does the license plate light. This not only creates a illegal situation but a hazard in night driving. You take the mounting bolt out on 'inside' of rear hatch and water pours out. Took this in to two differant dealers and neither will honor the warranty. I assume due to cost of the 'racetrack' being Over \$1000 not including cost on labor. This is a serious issue thousands of owners are dealing with. from 2014 Durango right through the latest model. They seriously need a recall on this defective issue to prevent accidents.

NHTSA ID Number: 11463777
Complaint Submitted: May 8, 2022
Incident Date May 1, 2022
Consumer Location RICHMOND, VA
Vehicle Identification Number 1C4SDJCT2KC****
Model Year: 2019

Summary of Complaint

Water in the rear light seems to be a common problem in them and mine has a lot of water in.

NHTSA ID Number: 11463730
Complaint Submitted: May 7, 2022
Incident Date May 7, 2022
Consumer Location KEANSBURG, NJ

Vehicle Identification Number 1c4sdjct9kc****

Model Year: 2019

Summary of Complaint

Water has leaked into the center "racetrack" tail light lens on the rear of the vehicle, and pooled in the bottom portion of said lens. This has caused the LED lighting to begin burning out, causing a safety issue. The only fix is a very expensive (\$1200-\$1500) replacement of the entire tail light lens assembly. This is an extremely common issue among Durango owners and Dodge should be held liable for the defect, as visible and working lighting is essential for safety.

NHTSA ID Number: 11458088

Complaint Submitted: March 24, 2022

Incident Date March 11, 2022

Consumer Location PASCO, WA

Vehicle Identification Number 1C4SDJCT5KC****

Model Year: 2019

Summary of Complaint

The tracklight on my 2019 Dodge Durango is no longer working. The whole light on the liftgate of the vehicle which is a big part of the brake warning to other vehicles. Which can very likely cause an accident at anytime since the corners of the tail light arent as visible. The vehicle has been evaluated by an independent service center and I was quoted over \$1,000 to fix something that is very critical in the safety of a vehicle in my opinion. No warning from the vehicle at all the only reason it was noticed was because another driver that was behind me stopped at a gas station where I stopped and let me know my brake light was out and I was in fear the rest of the ride home that I would get pulled over and cited for something that shouldnt be my problem or responsibility to fix when its clearly a design flaw. I hope Dodge does the right thing and makes a recall on this matter since I have seen this is a very common problem and through searching on the internet I come to find out its due to water entering the light fixture and causing a shortage in the light. If Dodge doesnt do something about this I can see a lot of lawsuits coming to them due to the reason that the neglect can cause someone to get into an accident being as not everyone can afford to pay over \$1,000 for repairs.

NHTSA ID Number: 11503300

Complaint Submitted: January 23, 2023

Incident Date January 13, 2023

Consumer Location KILLEEN, TX

Vehicle Identification Number 1C4SDHCT9KC****

Model Year: 2019

Summary of Complaint

2019 dodge Durango R/T Gasket fails and allows water to get into track light and left and right rear corner light.. Dodge knows about the issues across many years but does not issue a recall or own liability to the problem which leaves customer footing the bill

NHTSA ID Number: 11417423

Complaint Submitted: May 17, 2021

Incident Date April 26, 2021
Consumer Location VERONA, NJ
Vehicle Identification Number 1C4SDJCT7LC****
Vehicle Model Year: 2020
Summary of Complaint
Water intrusion into the rear taillights.

NHTSA ID Number: 11423406
Complaint Submitted: July 4, 2021
Incident Date May 4, 2021
Consumer Location TOMS RIVER, NJ
Vehicle Identification Number 1C4SDJCT1MC****
Vehicle Model Year: 2021
Summary of Complaint
My rear taillights are filling with water due to the fact the Dodge Durango taillights are not fully sealed. Inevitably there will be a short and the lights will no longer work. PLEASE LOOK INTO THIS COMMON PROBLEM thanks

NHTSA ID Number: 11508515
Complaint Submitted: February 22, 2023
Incident Date January 22, 2023
Consumer Location CHATTANOOGA, TN
Vehicle Identification Number 1C4RDJDG9MC****
Model Year: 2021
Summary of Complaint
The contact owns a 2021 Dodge Durango. The contact stated that he noticed that water was leaking into the taillights on inclement weather days. The vehicle was taken to the dealer. Additionally, the contact sent photos of the failure to the dealer; however, the dealer informed the contact that they could not replace the taillights under warranty because no failure was found. The vehicle was not repaired. The manufacturer was not notified of the failure. The failure mileage was approximately 34,000.

NHTSA ID Number: 11502293
Complaint Submitted: January 17, 2023
Incident Date January 17, 2023
Consumer Location LARGO, FL
Vehicle Identification Number 1C4RDHAG5NC****
Vehicle Model Year: 2022
Summary of Complaint
Water get inside the taillights and the lights stop working. Dangerous in night

Thus, through the foregoing NHTSA complaints, alone, Defendant has knowledge of the existence of the Defect in 2014 through 2023 Durangos.

3. *Complaints by Other Class Members on Online Forums Monitored by FCA, and FCA’s Standardized Vehicle Testing*

92. A flood of complaints from consumers that purchased or leased Class Vehicles exist and have been documented online. As discussed above, many of these complaints are in forums that are in fact monitored by FCA.

93. Below are examples of consumer complaints made on just two websites that FCA habitually monitors¹⁴, including several posted to threads in which forum members conducted polls that show water intrusion into the Taillight Assembly is anything but an isolated occurrence:

Post Date	Vehicle Year & Mileage (if stated)	Consumer Alias	Post Content
1/28/20		artzie	What makes me really angry, is that there is not a recall on this poor design flaw. I live in the Snowbelt, and really don't want to have to replace this whole entire unit every time it encounters water/salt mixture. I just spent \$500.00 on a "used" light from a donor vehicle. Is there a way I can seal this before putting it on? I have purchased clear silicone, but, not really sure where to begin to seal the unit from moisture. Any input from anyone who has sealed their own would be greatly appreciated. I truly do love this racetrack design light, just wish Dodge would step up, and do the right thing! Thanks! ¹⁵

¹⁴ FCA does so via accounts registered to Dodge Customer Care. See <https://www.dodgedurango.net/members/dodgecares.54655/#about> (“The official account for Dodge Customer Care”); <https://dodgeforum.com/forum/members/183504-dodgecares.html> (“Social Media Care Specialist” for “Mopar HQ”).

¹⁵ <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-764466>

Post Date	Vehicle Year & Mileage (if stated)	Consumer Alias	Post Content
1/3/18	2015 21,000 mi.	a2t	well add me to this list. Water filling both left and right sides of the center racetrack light. while we're at this, i usually notice condensation in my headlights after a wash too. Although that usually goes away. Perhaps some on the job training is needed for RTV gun guy ? I will call dealer tomorrow. I have 21K miles on my RT, babied like a mo fo, sits in a climate controlled garage. I keep it washed/waxed and rarely drive it when it rains, but its a gdamn 4wd SUV so some light rain shouldnt quite cause all this bs...not too happy atm.... ¹⁶
12/29/19	2014 67,000 mi.	artzie	Just purchased my 2014 Durango, and cannot believe this is an actual problem that has not been addressed by the manufacturer! I also have water, (which I drained via the 10mm bolt on passenger side). That side bottom of light does not work now. 67,000 original miles and purchased from original owner, and I didn't think to check to make sure the race track light fully worked. Now here I am with the rest of you trying to decide whether to buy a new one, or, purchase one on e-bay for 1/2 the price.... Otherwise, I truly do love this Hemi powered Citadel, with every option to boot! ¹⁷
4/30/18		barlay	+1 on this issue. Unfortunately I didn't realize this was occurring until the entire panel was burned out. The rear camera still works but none of the lights on the race track panel. Both sides were filled 1/2 way up with water. So mad right now! Just had my car inspected this past weekend and it passed because this was considered "cosmetic" but I still feel vehicle is less safe since it will now be obviously harder to see my brake and backup lights. Please make sure, if you have this problem, to open up a complaint here.... ¹⁸

¹⁶ <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-616610>

¹⁷ <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-762662>

¹⁸ <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-687218>

Post Date	Vehicle Year & Mileage (if stated)	Consumer Alias	Post Content
4/15/21	2017 and 2012 models Milage unknown	Blondie74	Same issue! F-ing pissed! mine is a 2017 and I had the same issue with my 2012. (glutton for punishment???) I figured the race track light was better design but f-me! I too, went to the car wash last weekend and all hell broke loose. only noticed it last night because i went to get groceries and noticed it when putting them in the back. You're correct...its a money maker almost \$2000 to repair. Sick of being screwed over....I was considering a Hellcat but will certainly do plenty or research before I bend over.....a 3rd time!!!! ¹⁹
4/27/22	2017	Bomber#27	17 just leaked and racetrack light is out 100%. hard rain with a lot of wind. MaxCare denied warranty. Dealer provided proof MaxCare paid same thing same dealership 11/2021. also TSB for water in light for the license plate light (only). Any advice? @DodgeCares ²⁰
4/11/17		Bryanw0087	Submitted my complaint. Even with "bumper to bumper" warranty they apparently don't cover "condensation" in taillights. ²¹
3/17/22		cambo	There is no other vehicle on the road with an issue as bad as this out of every durango I see on the road more than 70% have taillights that are destroyed by moisture. I put a bead of silicone at the top to protect mine but i noticed the bead broke the light expanded in the middle and pulled away form the body by 1/4 of an inch. Whoever designed this taillight did not make it for exterior use. On a cool day 50 degrees out with the sun shining on the taillight if bowed out by 1/4 " off the body this constant flexing from cooling and heating must break the upper seam and loosen the gasket seal allowing water to enter. ²²

¹⁹ <https://www.dodgedurango.net/threads/this-effing-tail-light.78983/post-800248>

²⁰ <https://www.dodgedurango.net/threads/this-effing-tail-light.78983/post-835164>

²¹ <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-462657>

²² <https://www.dodgedurango.net/threads/post-pictures-of-failed-race-track-lights.79238/post-832019>

Post Date	Vehicle Year & Mileage (if stated)	Consumer Alias	Post Content
3/27/22	2018	DodgeDurango18R/T	Same issue with my 18 Dodge - noticed that part of the lights in the 'racetrack' werent working, noticed water. Drained the water and boom the whole rear track stops working!... Go to Dodge and ask for the cost for replacement and find out the part is on 'back order' with no date in sight... Approx \$1500 plus tax for the part fitted..... if thats the case when the part does come in this car is being immediately sold... and having read the various forums its so piss poor that this is happening i can comfortably choose a different SUV, thankfully 2nd hand prices are high which is great, and new prices of cars not too bad.. ²³
5/8/18	2014	dodgefan2014	My 2014 durango is at the dealership now, my extended warranty company has said they will not be covering the part due to the fact a seal failed which allowed water into the lense. I tried fighting saying that a part of the part failed which caused the rest to fail but no luck. I am waiting to hear if they will help cover any cost of the part. Total cost will be around \$1300. they light did completely go out at one time but is now working again just one corner is not a bright as the rest. If the light will stay working, im going to silicone around the entire edge and the durango is going bye bye. Not only this issue but the entire radiator is being replaced right now as well. I was given a GMC acadia denali as a loaner from my dealership (they have both Chrysler vehicles and GMC), wife likes the acadia better then the durango anyways. ²⁴

²³ <https://www.dodgedurango.net/threads/this-effing-tail-light.78983/post-832872>

²⁴ <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-691697>

Post Date	Vehicle Year & Mileage (if stated)	Consumer Alias	Post Content
5/22/19	2014	flinkpoyd01	Registered so I could chime in and add my experience. 2014 Durango Limited, bought in December. Had no idea about the water issue, checked it a month ago when I read on the forums that it was a known issue, and sure enough, a ton of water was trapped and streamed out when I removed the two lower mounting bolts. Guess what? some LEDs are dead at the bottom of the driver's side on the racetrack. Not happy with this whatsoever. However we can push the issue for a manufacturer's recall, I'm all in. Oh, and this was found after what I got to pay to have repaired a little over a month into ownership: rockers on the driver's side of the motor. There went \$1700. Not thrilled at Dodge with all the issues at this point, and pretty pissed at the previous owner who probably knew about these issues and added some oil additive to quiet the tapping noise and traded it in. ²⁵
6/4/17		fltru103	I originally voted "No" on the poll. Yesterday I noticed I have water / condensation in the right side of the tailgate portion. Also noticed another LED license plate lamp out. This will be number 2 replaced of those. Off to the dealer tomorrow. Hopefully they will order the lights I need so I don't have to leave my car twice. ²⁶
11/4/14		insure obx	I seem to have a moisture issue on the right side of the racetrack lights on the lift gate. Lower part of the light. I can see beads of moisture on the inside of the lights. Is this a common issue or something I need to have checked out? We did have a rough weekend with wind and rain but I don't usually expect to see moisture inside of the taillights. Anyone else had this issue? ²⁷

²⁵ <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-749468>

²⁶ <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-495850>

²⁷ <https://dodgeforum.com/forum/3rd-gen-durango/381167-moisture-in-the-rear-racetrack-lights.html>

Post Date	Vehicle Year & Mileage (if stated)	Consumer Alias	Post Content
6/6/18	2014 28,289 mi.	Kenct1	Water and condensation in racetrack light on my 2014 durango with 28,289 miles. Small section of LED lights are out on the lower right. This has been an on going issue that Dodge is failing to correct. \$1120.00 to replace. We should not have to pay for their inability to correct this common problem. I was told by Chrysler to schedule appt with dealer to have diagnosed. Really! \$95.00 to tell me what they already know. Good luck to everyone with this problem. ²⁸
1/14/17	2014	Kevrango	I have a 2014 limited... and recently I noticed a lot of water in my mid led taillight I was wonder if anyone knows of anything to do to get water out or how much it cost at dealership. The dealer told me I have to wait 2 weeks. But if there is a video of the break down of middle taillight or any thing please post. Thanks ²⁹
1/12/18		Lanson	Yeah I'll be going back soon as well. The condensation turned into full-on waterlogging, evidenced by the several ounces of water pouring out of the taillight when I unbolted the two 10mm bolts at the bottom of the housing. Same as the first time. ³⁰
4/4/17		legacygt	I've been driving around with water in the light for months. The light is still functional but I found out at my last inspection that the light no longer stays on. It comes on for about a minute and shuts off. Also, the illumination for the rear license plate is not working. I'm assuming the whole unit needs replacing. This seems to be a widespread problem. Does anyone know if Dodge is difficult about repairing this under warranty? I know that things like light bulbs may not be covered but this seems to be a design/manufacturing flaw that causes the problem. ³¹

²⁸ <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-714070>

²⁹ <https://www.dodgedurango.net/threads/water-in-middle-led-tail-light.37281/>

³⁰ <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-621034>

³¹ <https://www.dodgedurango.net/threads/water-pooled-in-the-led-racetrack-housing.38385/post-456977>

Post Date	Vehicle Year & Mileage (if stated)	Consumer Alias	Post Content
1/12/17	2014	mm25ftx	Anybody else have this issue? I have a 2014 Limited and making an appointment this week to get it fixed. Not sure of the longevity of these LED's obviously with water they are toast but wondering if anybody has had to replace or repair the LED's at all.Thanks! ³²
1/30/17		mrbaker1979	So, water has pooled up in the lower right LED housing and shorted out the lights in that particular area. At one point the whole LED strip went out on the lift gate. I didn't know it happened until I smelt a strong electrical fire smoke scent and started looking around to find the source. There was actually smoke faintly visible. The lights on the lift gate came back on the next day. Not sure what to do as I'm out of warranty. Should I drill a whole to drain the water or leave it be? I'm really not up to paying to replace the whole darn housing. ³³
1/28/20	2015	Msjeedab	I have a 2015 Durango, I notice my taillights went out around 85000 miles. My whole led light is out. I was giving a estimate of \$1400 to replace. I believe this should have been recalled. I notice more and durangos with the same problem. Hope whatever you are trying to do will get the attention and make a difference. ³⁴
5/30/22	2020	Napalm	I have a 2018 Challenger SRT and noticed condensation in both back lights, as well as just noticed lower Rt side Track light 2020 GT out and you guessed it water.. So come tomorrow after Memorial weekend will be calling the dealer up to get it replaced, once they do I'll take it out and seal the crap out of it. Also look at the gaskets and and order some. I bought it for my wife after one Saturday we just stopped by the dealer to look, the next day she got pissed that she fell in love with it. So I surprised her two days later and bought for her, she loves the Durango and I do to a V6 I was surprised with the Zip as well as fuel mileage. Well the Zip isn't as good as the SRT but, it's got it. ³⁵

³² <https://dodgeforum.com/forum/3rd-gen-durango/399981-water-in-rear-led-race-track.html>

³³ <https://www.dodgedurango.net/threads/water-pooled-in-the-led-racetrack-housing.38385/>

³⁴ <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-764445>

³⁵ <https://www.dodgedurango.net/threads/this-effing-tail-light.78983/post-837115>

Post Date	Vehicle Year & Mileage (if stated)	Consumer Alias	Post Content
12/11/19	2017 39,000 mi.	powers8	I have a 2017 Durango that I brought in for both license plate lights being out and was told by the dealer that the problem was due to corrosion and that after owning my vehicle for 2.5 years and 39k miles that I would need to replace the \$1365 tailgate runner light. I'm curious as to your comment being widespread where you came across it.... I have opened a case with manufacturer and would like to have more background for my battle. Thank you in advance. ³⁶
4/13/18	2014 76,000 mi.	previousamigo	Try to keep this short. My '14 DD SXT (purchased new in Oct '13) and now has 76K miles was in for leaking oil filter unit (5/100K warranty) and leaking steering rack & pinion (Lifetime Maxcare w/ \$100 ded). Also have water in the racetrack taillight with passenger side bottom leds out. Called Maxcare warranty before I took it in and they stated the PART was covered and got the email to take to the stealership. Then stealership calls and said the racetrack light isn't covered because even though the PART is covered, intrusion of water is not. I spent 3 hour on the phone with the Maxcare and stealership but Maxcare did say to get a second opinion from another dealer. So I'm trying to decide if I want to drive 50 miles to another dealership, try to convince them not to mention water intrusion when trying to get warranty repair and hope the other dealership will play ball with me. Yep I voted and filed a claim with the NTHSA. Yes the Maxcare is about paid off with all the repairs I've had to have done but it is insane that Chrysler won't cover an obviously defective and expensive part/seal.And I forgot to mention the stealership took a hose to test and filled up the race track lights with water and didn't drain because they didn't know how. I had to show their mechanic how to take out the 10mm bolts in the opened hatch to drain it. I should bill them for my time for training... ³⁷

³⁶ <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-761681>

³⁷ <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-675457>

Post Date	Vehicle Year & Mileage (if stated)	Consumer Alias	Post Content
1/31/18		rayjj	<p>Have you all complained to Dodge yet? I was just on there chat.....</p> <p>Areti: I appreciate you bringing this to our attention, Ray. I don't see a recall related to this on your VIN. We do rely on confirms issues and not general online complaints to third parties for recalls. If this is a confirmed issue across the board a recall will be announced and letters will be mailed to all affected owners.</p> <p>Ray Johanson: Ok so where should I point others to complain then? I know a good many have contacted you guys</p> <p>Ray Johanson: I know there is no recall for this issue already, I and others are trying to get one created</p> <p>Areti: You can direct others to this chat option or to call us at 1-800-992-1997.³⁸</p>
4/14/22		RedHotFu zz	<p>Well, the dealer denied my 4th taillight replacement. Went in last week, service tech told me it was under warranty (they installed the last replacement in August 2021), said they had the part in stock, so I scheduled an appointment for Tuesday. Went in Tuesday, sat at the dealership for 3 hours only for them to tell me it's not covered under warranty and my factory extended warranty won't cover it (he called them (or so he said)). Since I'm selling it soon due to a new Bronco finally arriving after a 2-year wait, I'm not paying out of pocket for a replacement. I guess my multi-year journey with Dodge's ridiculous Durango taillight has reached its sad conclusion. Hope I can find a buyer who isn't as picky as me. Farewell, worst taillight of any vehicle I've ever owned. 🙏³⁹</p>

³⁸ <https://www.dodgedurango.net/threads/racetrack-led-weep-hole.61042/post-629762>

³⁹ <https://www.dodgedurango.net/threads/this-effing-tail-light.78983/post-834243>

Post Date	Vehicle Year & Mileage (if stated)	Consumer Alias	Post Content
11/7/20	2016	RedHotFu zz	So I'm on my 3rd racetrack taillight (2016 model). The 3rd was just installed a couple of months ago. I figured the leaking problems had been solved since, you know, we're now in 2020, and there were mentions of a "new design" on the forums. I went to jump in the Durango last night and saw THERE IS WATER INSIDE THE TAIL LIGHT AGAIN!!!! Seriously, WTF is the problem with Dodge on this issue? Do they just not care? How can this persist, year after year??? This is the first vehicle I've ever owned that's incapable of refraining from filling up with water. What century are we in??? ⁴⁰
9/2/18	2014 purchased pre-owned in 2016	sonic40	Hi, I don't frequent the forum too often and just seen this thread. I bought my '14 pre owned 2 years ago and have had water in the "racetrack" in the same spot as most within a few months of getting it. The dealership replaced it. Since then, the new taillight started doing the same thing. I removed the plug/screw from under the light and let a shitload of water drain out. Left it in but loose. Since then it hasn't been collecting. The poll is a great idea, but it may need to be based on the amount of owners who don't use a garage. ⁴¹

⁴⁰ <https://www.dodgedurango.net/threads/this-effing-tail-light.78983/>

⁴¹ <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-721628>

Post Date	Vehicle Year & Mileage (if stated)	Consumer Alias	Post Content
3/12/18		Teejay1959	<p>Geeze.....This morning I was wiping road salt off the lens of my backup camera after 2 back-to-back Nor'easters here in South Jersey, and lo and behold..... water condensation inside my center racetrack lens! I found it inside the lower portion on both the left and right side! I'm not sure what I'll do right away.... when the weather gets warmer, I would like to see if the condensation bleeds out, or stays trapped. In any event, I'm well within the 3 year/36000 miles. I'll probably just have to schedule an appointment with my local Dodge dealer and listen to the BS the service manager spews out about them not covering it. If that happens, I think I'll raise holy hell, then contact Dodge Customer Care directly, and then contact the NHTSA and file a complaint.Honestly.... how hard is it to make a waterproof seal across a piece of plastic less than 5 feet long? The damn booster rockets on the Space Shuttle (which yes, I know, EXPLODED) were over 33 feet in DIAMETER, under tremendous dynamic pressure, and by golly, almost all of them worked as designed. Maybe Dodge should farm out the rear racetrack LED assembly to Morton-Thiokol. Maybe then we could have a reliably DRY rear racetrack LED assembly? Stay tuned.....⁴²</p>
11/23/18		Thunderhorse	<p>Well i guess I spoke too soon. Came home for Thanksgiving and noticed water in the passenger side of my racetrack on Sunday. I'm keeping an eye on it and hoping the LEDs don't burn out before I get home tomorrow. Plan is to remove the light tomorrow when I get home, dry it out, and use RTV where the factory seals are that failed. Same as I did on the 3rd brake light on my Ram, which is also a common issue, but I got it before it could leak as a preventive measure. I'll let y'all know what happens. If the LEDs are gone when I get home I guess I'll pony up for a new assembly and seal it up before I replace it⁴³</p>

⁴² <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-653673>

⁴³ <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-730100>

Post Date	Vehicle Year & Mileage (if stated)	Consumer Alias	Post Content
8/11/21		trystn613	I am going to go to all the forums and threads regarding this issue and post the same thing. I have reported this issue to NHTSA with a description in the picture below. The report is easy to fill out and takes only a minute or two. If we all report this as a safety issue with explanations like mine or any additional safety issues you can think of, maybe they will take it into consideration. The link to fill out the report is: Report a Safety Problem NHTSA Please take the time to fill this out so we can try to get this issue resolved and save us all thousands of dollars. ⁴⁴
2/21/20	2015 100,000mi	TShoe	I have a 2015 with 100K miles. I've replaced the racetrack light twice. Was NOT covered under lifetime warranty (Maxcare). \$700 per repair. Current one is leaking now too. I've removed a screw that helps it drain, but it's a matter of time before this one fails too. ⁴⁵
5/10/19		upstatedoc	well the sh!t has finally hit the fan with my D's racetrack. the tag lights failed a long time ago but I got them to pass it for inspection. now shop is saying they cant pass it and race track has to be replaced (\$1500) has anyone had any luck getting dodge to replace this under warranty? ⁴⁶
3/17/22		Vice-White	The one with the corner light out I do not think is caused by water as the majority of the water issues are with the main light bar. The corner lights are not that expensive to replace but still, IT SHOULD NOT HAPPEN @DodgeCares ⁴⁷

⁴⁴ <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-811943>

⁴⁵ <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-765724>

⁴⁶ <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-748338>

⁴⁷ <https://www.dodgedurango.net/threads/post-pictures-of-failed-race-track-lights.79238/post-832033>

Post Date	Vehicle Year & Mileage (if stated)	Consumer Alias	Post Content
1/27/18	2014	Wil Par	Hey all. New to the forum. Just wanted to give my 2 cents on the water in the center light assy. Yes, it is happening to my 2014. Unfortunately, I noticed the problem after the initial 3 year warranty was over. Even more unfortunate, it is not covered under the extended warranty. Bumper to bumper extended warranty my ass. What a bunch of crooks. Anyway, the way I fixed the problem was to drilled a small hole (about 1/16") in the inside corner of the assy where the water was pooling. Automatically drains out the water now. Even more more unfortunate, three of the small bulbs in the area of the pooling have gone out. Doesn't look too bad but you can notice a small "fade" where those lights are out. Going to research the net to see if there is a write up on replacing those types of bulbs. If anyone knows of a write up, let me know. Thanks. ⁴⁸
3/16/21	2014	BEP	5 Years??? Mine (2014) was replaced under warranty when it was less than a year old and had already burned out from the water leaks. The replacement lasted less than a year before it started leaking too, but I caught it before it caused damage and regularly have to drain the racetrack... Dodge should be ashamed! ⁴⁹
5/4/21	2021	Tom River	My rear taillights are filling with water due to the fact the Dodge Durango taillights are not fully sealed. Inevitably there will be a short and the lights will no longer work. PLEASE LOOK INTO THIS COMMON PROBLEM thanks ⁵⁰
unknown	2021	unknown	My rear taillights are filling with water due to the fact the Dodge Durango taillights are not fully sealed. Inevitably there will be a short and the lights will no longer work. Please look into this common problem thanks. ⁵¹

⁴⁸ <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-627498>

⁴⁹ <https://www.dodgedurango.net/threads/water-in-racetrack-light-recall-petition-link-bottom.80081/post-796271>

⁵⁰ https://www.carcomplaints.com/Dodge/Durango/2021/lights/exterior_lighting.shtml

⁵¹ <https://www.carproblemzoo.com/dodge/durango/2021/2021-dodge-durango-exterior-lighting-problems.php>

94. FCA, through (1) its public acknowledgement of the problem; (2) its own records of customers' complaints, (3) dealership repair records, (4) records from the National Highway Traffic Safety Administration (NHTSA), (5) warranty and post-warranty claims, (6) internal pre-sale durability testing and internal investigations, and (7) other various sources, has always known or should have known of the Defect in the Class Vehicles. Yet, at no time has FCA disclosed the Defect to consumers or warned consumers despite knowing the Defect persists today.

95. Defendant failed to adequately research, design, test and/or manufacture the Class Vehicles before warranting, advertising, promoting, marketing, and/or selling them as suitable and safe for use in an intended and/or reasonably foreseeable manner.

96. Defendant is experienced in the design and manufacture of consumer vehicles. As an experienced manufacturer, Defendant conducts tests, including pre-sale durability testing, to verify the vehicles it sells are free from defects and align with Defendant's specifications and intended use of the Durangos.

97. Upon information and belief, Defendant performs a four-part durability evaluation on its vehicles before they are released for sale to the general public. The four steps are a virtual analysis, data acquisition, bench testing, and road testing.

98. The virtual analysis stage is conducted by FCA engineers. It is designed to identify risk areas early in the development process by using software simulations to identify potential part failures by using advanced mathematical models. This process allows FCA to identify and correct any issues with its vehicles before they are produced and when it is the least costly to remedy.

99. The data acquisition stage is also conducted by FCA engineers. FCA engineers collect and analyze road load data (data regarding the expected load the vehicles will undergo during their anticipated lifetime).

100. Bench testing involves testing individual components of the vehicle to simulate real world conditions. Bench testing is designed to verify the overall soundness of a design under controlled conditions. The testing performed typically includes testing various component parts to failure and, consistent with Society of Automotive Engineer (“SAE”) engineering standards, testing the components to ensure they are sufficiently robust to withstand, *inter alia*, exposure to the elements, including moisture. Accordingly, FCA did learn (or should have learned) of the Defect through bench testing conducted on the Taillight Assembly prior to bringing 2014 Class Vehicles to market.

101. Finally, FCA’s presale durability road testing system is nicknamed DUMBO, which stands for Durability Monitoring Box and Off-board.

102. The purpose of DUMBO is to detect preliminary degradation of vehicle component parts. Road testing of the vehicles is conducted and data is logged through an on-board unit within the vehicle, which is then transferred to a server for analysis. The DUMBO system is used to verify the correct execution of durability tests, to monitor any performance losses, and to collect data. The collected data is then run through various event recognition, event validation, and performance evaluation algorithms to identify any loss of performance.

103. FCA knew of the Defect and its associated manifestations and damage when performing these quality control metrics on the Class Vehicles and made no substantive design modifications to eliminate such defects.

C. Warranties Related to the Defect

104. The Class Vehicles come with a three-year/36,000 mile Basic Limited Warranty. The Basic Limited Warranty lasts for three years from the date delivery of the Class Vehicle is taken, or for 36,000 miles on the odometer, whichever occurs first. The Class Vehicles also come

with a five-year/60,000 mile Powertrain Warranty. The Powertrain Warranty covers the engine, transmission, and drive systems. Accordingly, the Basic Limited Warranty is the applicable warranty related to the Defect.

105. FCA instructs vehicle owners and lessees to bring their vehicles to an FCA dealership for the warranty repairs. Many owners and lessees have presented Class Vehicles to FCA dealerships with complaints about the Defect.

106. Despite FCA's knowledge of the problem—and presumably how to appropriately remediate and prevent the Defect from recurring—FCA refuses to provide appropriate warranty coverage, instead informing customers that moisture in the Taillight Assembly is not covered by even the three-year, 36,000 mile “bumper to bumper” warranty and/or factory extended warranties.⁵²

TOLLING OF THE STATUTE OF LIMITATIONS AND ESTOPPEL

107. Any applicable statutes of limitation have been tolled by Defendant's knowing and active concealment of the Defect as well as the omissions alleged herein. Through no fault or lack of diligence, Plaintiffs and members of the Class were deceived regarding the Defect and could not reasonably discover the defect or Defendant's deception with respect to the Defect.

108. At all times, Defendant was and is under a continuous duty to disclose to Plaintiffs and members of the Class the true standard, quality, character, nature and grade of the Class

⁵² See, e.g., <https://www.dodgedurango.net/threads/poll-water-in-tail-light-2014.42937/post-462657> (Apr. 11, 2017 consumer complaint stating, “Submitted my complaint. Even with ‘bumper to bumper’ warranty they apparently don't cover ‘condensation’ in tail lights.”); <https://www.dodgedurango.net/threads/this-effing-tail-light.78983/post-834243> (Apr. 14, 2022 consumer complaint stating, “Well, the dealer denied my 4th taillight replacement. Went in last week, service tech told me it was under warranty (they installed the last replacement in August 2021), said they had the part in stock, so I scheduled an appointment for Tuesday. Went in Tuesday, sat at the dealership for **3 hours** only for them to tell me it's not covered under warranty and my factory extended warranty won't cover it (he called them (or so he said))”).

Vehicles and to disclose the Defect. Instead, Defendant omitted disclosure of the presence of the Defect and continues to sell Class Vehicles that contain the Defect, rather than repairing them prior to sale. Defendant actively concealed the true standard, quality, character, nature and grade of the Class Vehicles and omitted material information about the quality, reliability, characteristics and performance of the Class Vehicles. Plaintiffs and members of the Class reasonably relied on Defendant's knowledge and concealment of the facts alleged herein.

109. For these reasons, all applicable statutes of limitation have been tolled based on the discovery rule and Defendant's fraudulent concealment; further, Defendant is estopped from relying on any statutes of limitations in defense of this action.

CLASS ALLEGATIONS

110. Plaintiffs bring this action on behalf of themselves, and on behalf of the following class pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and/or 23(b)(3). Specifically, the proposed nationwide class is defined as follows:

Nationwide Class:

All persons or entities in United States who are current or former owners and/or lessees of a Class Vehicle (the "Nationwide Class").

111. In the alternative to the Nationwide Class, and pursuant to Fed. R. Civ. P. 23(c)(5), Plaintiffs seek to represent the following state subclasses ("State Classes"):

New York Class:

All persons or entities who are: (1) current or former owners and/or lessees of a Class Vehicle; and (2) reside in New York.

New Jersey Class:

All persons or entities who are: (1) current or former owners and/or lessees of a Class Vehicle; and (2) reside in New Jersey.

North Carolina Class:

All persons or entities who are: (1) current or former owners and/or lessees of a Class Vehicle; and (2) reside in North Carolina.

Pennsylvania Class:

All persons or entities who are: (1) current or former owners and/or lessees of a Class Vehicle; and (2) reside in Pennsylvania.

112. Together, the Nationwide Class and the State Classes shall be collectively referred to herein as the “Class.”

113. Excluded from the Class and State Classes are Defendants, their affiliates, employees, officers and directors, persons or entities that purchased the Class Vehicles for resale, and the Judge(s) assigned to this case. Plaintiffs reserve the right to modify, change, or expand the Class definitions after conducting discovery.

114. This action has been brought and may be properly maintained on behalf of the Class proposed herein under Federal Rule of Civil Procedure 23.

115. Numerosity. Federal Rule of Civil Procedure 23(a)(1): The members of the Class are so numerous and geographically dispersed that individual joinder of all Class members is impracticable. Class Vehicles may be identified during the pendency of this action and all owners and lessors notified by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice. The Class members may be easily derived from Defendant’s sales records.

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

- a. Whether FCA engaged in the conduct alleged herein;
- b. Whether FCA designed, advertised, marketed, distributed, leased, sold, or otherwise placed the Class Vehicles into the stream of commerce in the United States;

- c. Whether the Defect constitutes a safety defect;
- d. Whether FCA knew about, and failed to disclose, the Defect at the time Plaintiffs and the Class members purchased their Class Vehicles;
- e. Whether FCA designed, manufactured, marketed, and distributed the Class Vehicles knowing that the Defect could and would occur;
- f. Whether FCA's conduct violates consumer protection statutes, false advertising laws, sales contracts, warranty laws, and other laws as asserted herein;
- g. Whether FCA owed a duty to warn Plaintiffs and class Members about the Defect;
- h. Whether Plaintiffs and the other Class members overpaid for their Class Vehicles;
- i. Whether FCA breached the warranty by failing to properly inspect and repair the Defect;
- j. Whether Plaintiffs and the other Class members are entitled to equitable relief, including, but not limited to, restitution or injunctive relief; and
- k. Whether Plaintiffs and the other Class members are entitled to damages and other monetary relief and, if so, in what amount.

117. Typicality. Federal Rule of Civil Procedure 23(a)(3): Plaintiffs' claims are typical of the other Class members' claims because, among other things, all Class members were comparably injured through FCA's wrongful conduct as described above.

118. Adequacy. Federal Rule of Civil Procedure 23(a)(4): Plaintiffs are adequate Class representatives because their interests do not conflict with the interests of the other members of the Class they seek to represent; Plaintiffs have retained counsel competent and experienced in complex class action litigation; and Plaintiffs intend to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiffs and their counsel.

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

120. Superiority. Federal Rule of Civil Procedure 23(b)(3): A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiffs and the other Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against FCA, so it would be impracticable for the members of the Class to individually seek redress for FCA's wrongful conduct. Even if Class members could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

CAUSES OF ACTION

COUNT I

VIOLATION OF MAGNUSON-MOSS WARRANTY ACT,

15 U.S.C. § 2301, *et seq.* ("MMWA")

(On Behalf of the Nationwide Class or, Alternatively, the State Classes)

121. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

122. The MMWA provides a private right of action by purchasers of consumer products against retailers who, *inter alia*, fail to comply with the terms of an implied or written warranty.

15 U.S.C. § 2310(d)(1). As alleged herein, Defendant has failed to comply with its implied

warranty of merchantability with regard to the Durango Class Vehicles.

123. The Class Vehicles are consumer products, as that term is defined in 15 U.S.C. § 2301(1).

124. Plaintiffs and each member of the Class are consumers, as that term is defined in 15 U.S.C. § 2301(3).

125. Defendant is a supplier and warrantor, as those terms are defined in 15 U.S.C. §§ 2301(4)-(5).

126. The MMWA provides a cause of action for breach of warranty or other violations of the Act. 15 U.S.C. § 2310(d)(1). Defendant breached the implied warranty of merchantability for the Class Vehicles, as alleged herein, which it cannot disclaim under the MMWA, 15 U.S.C. § 2308(a)(1), by failing to provide merchantable goods. Plaintiffs have suffered damages as a result of Defendant's breach of the implied warranty of merchantability as set forth herein. 15 U.S.C. §§ 2310(d)(1)-(2).

127. Defendant was provided notice of the claims raised by Plaintiffs and was afforded a reasonable opportunity to cure. Defendant failed to cure in that it has not offered a repair to Plaintiffs and class members who own the Class Vehicles for the Defect. Until Plaintiffs' representative capacity is determined, notice and opportunity to cure through Plaintiffs, and on behalf of the Class, can be provided under 15 U.S.C. § 2310(e).

128. Defendant's acts and omissions in violation of the MMWA are "[u]nfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce," and they are unlawful. 15 U.S.C. § 2310(b); 15 U.S.C. § 45(a)(1).

129. Plaintiffs and the members of the Class have suffered, and are entitled to recover, damages as a result of Defendant's breach of express and/or implied warranties and violations of

the MMWA.

130. Plaintiffs also seek an award of costs and expenses, including attorneys' fees, under the MMWA to prevailing consumers in connection with the commencement and prosecution of this action. 15 U.S.C. § 2310(d)(2). Plaintiffs and the prospective Class intend to seek such an award, including expert witness costs and other recoverable costs, as prevailing consumers at the conclusion of this lawsuit.

COUNT II
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(On Behalf of the Nationwide Class or, Alternatively, the State Classes)

131. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

132. FCA manufactured and distributed Class Vehicles throughout the United States for sale to Plaintiffs and the Class members.

133. FCA impliedly warranted to Plaintiffs and class members that their Class Vehicles were free of defects, and were merchantable and fit for their ordinary purpose for which such goods are used.

134. As alleged herein, FCA breached the implied warranty of merchantability because the Class Vehicles suffer from the Defect. The Class Vehicles are therefore defective, unmerchantable, and unfit for their ordinary, intended purpose.

135. After Plaintiffs experienced the Defect and contacted their local dealerships without relief, Plaintiffs gave reasonable and adequate notice to FCA that the Class Vehicles were defective, unmerchantable, and unfit for their intended use or purpose.

136. Due to the Defect, Plaintiffs and the members of the Class are unable to operate their vehicles as intended in a safe condition, substantially free from defects. The Class Vehicles do not provide safe and reliable transportation to Plaintiffs and class members. As a result,

Plaintiffs and members of the Class are unable to safely drive their Class Vehicles.

137. Plaintiffs did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Class. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable. As a direct and proximate result of the breach of implied warranty of merchantability, Plaintiffs and class members have been injured in an amount to be proven at trial.

COUNT III
BREACH OF EXPRESS WARRANTY
(On Behalf of the Nationwide Class or, Alternatively, the State Classes)

138. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

139. Defendant provided all purchasers and lessees of the Class Vehicles with the same express warranties described herein, which became part of the basis of the bargain.

140. The parts affected by the Defect were distributed by Defendant in the Class Vehicles and are covered by the warranties Defendant provided to all purchasers and lessors of Class Vehicles.

141. Defendant breached these warranties by selling and leasing Class Vehicles with the Defect, requiring repair or replacement within the applicable warranty periods, and refusing to honor the warranties by providing free repairs or replacements during the applicable warranty periods.

142. As a direct and proximate cause of Defendant's breach, Plaintiffs and the members of the Class bought or leased Class Vehicles they otherwise would not have, overpaid for their

vehicles, did not receive the benefit of their bargain, and their Class Vehicles suffered a diminution in value. Plaintiffs and the Class have also incurred and will continue to incur costs related to the diagnosis and repair of the Defect.

143. Defendant's attempt to disclaim or limit these express warranties is unconscionable and unenforceable under the circumstances here.

144. Specifically, Defendant's warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the Defect.

145. The time limits contained in Defendant's warranty period were also unconscionable and inadequate to protect Plaintiffs and members of the Class. A gross disparity in bargaining power existed between Defendant and the Class Members, and Defendant knew or should have known that the Class Vehicles were defective at the time of sale and would fail well before their useful lives.

146. Plaintiffs and the Class members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Defendant's conduct described herein.

COUNT IV
NEGLIGENT MISREPRESENTATION
(On Behalf of the Nationwide Class or, Alternatively, the State Classes)

147. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

148. Defendant had a duty to provide honest and accurate information to its customers so that customers could make informed decisions on the substantial purchase of automobiles.

149. Defendant specifically and expressly misrepresented material facts to Plaintiffs and class members, as discussed above.

150. Defendant knew, or in the exercise of reasonable diligence, should have known,

that the ordinary and reasonable consumer would be misled by Defendant's misleading and deceptive advertisements.

151. Plaintiffs and the Class members justifiably relied on Defendant's misrepresentations and have been damaged thereby in an amount to be determined at trial.

COUNT V
FRAUDULENT CONCEALMENT
(On Behalf of the Nationwide Class or, Alternatively, the State Classes)

152. Plaintiffs incorporate by reference the allegations of all foregoing paragraphs as if they had been set forth in full herein.

153. At all relevant times, Defendant was engaged in the business of designing, manufacturing, distributing, and selling the Class Vehicles.

154. Defendant, acting through its representatives or agents, sold and/or leased the Class Vehicles throughout the United States.

155. Defendant willfully, falsely, and knowingly omitted various material facts regarding the quality and character of the Class Vehicles, including that they suffered from the Defect.

156. Rather than inform consumers of the truth regarding the Defect, Defendant concealed material information related to the Defect.

157. Defendant's omissions were material because the Defect has a substantial impact not simply on the convenience and cost of vehicle maintenance, but also on the reliability and safety of the Class Vehicles over time.

158. Defendant omitted this material information to drive up sales and maintain its market power, as consumers would not have purchased the Class Vehicles, or would have paid substantially less for them, had they known the truth.

159. Plaintiffs and the Class members had no way of knowing about the Defect.

160. Plaintiffs and class members could not have discovered the above information on their own, because Defendant was in the exclusive possession of such information.

161. Although Defendant has a duty to ensure the accuracy of information regarding the performance of its Class Vehicles, it did not fulfill these duties.

162. Plaintiffs and class members sustained injury due to the purchase of Class Vehicles that suffered from the Defect.

163. Defendant's acts were done maliciously, oppressively, deliberately, and with intent to defraud, and in reckless disregard of Plaintiffs and class members' rights and well-being, and in part to enrich itself at the expense of consumers. Defendant's acts were done to gain commercial advantage over competitors, and to drive consumers away from consideration of competitor's vehicles. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future.

COUNT VI
UNJUST ENRICHMENT

(On Behalf of the Nationwide Class or, Alternatively, the State Classes)

164. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

165. This claim is pled in the alternative to Plaintiffs' contract-based claims.

166. Defendant knew or should have known that Plaintiffs and the Class paid for the Class Vehicles with the expectation that they would perform as represented and were free from defects.

167. Plaintiffs and the Class conferred substantial benefits on Defendant by purchasing the defective Class Vehicles. Defendant knowingly and willingly accepted and enjoyed those benefits.

168. Defendant's retention of these benefits is inequitable.

169. As a direct and proximate cause of Defendant's unjust enrichment, Plaintiffs and the Class are entitled to an accounting, restitution, attorneys' fees, costs and interest.

COUNT VII
VIOLATIONS OF THE
NEW YORK GENERAL BUSINESS LAW ("NYGBL"), §349 N.Y. Gen Bus. Law § 349
(On Behalf of the New York Class)

170. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

171. Plaintiff Wolfmann brings this claim on behalf of the New York Class.

172. The New York General Business Law makes unlawful "[d]eceptive acts or practices in the conduct of any business, trade or commerce." N.Y. Gen. Bus. Law § 349.

173. Plaintiff Lambert and New York Class members are "persons" within the meaning of N.Y. Gen. Bus. Law § 349(h).

174. Defendant is a "person," "firm," "corporation," or "association" within the meaning of N.Y. Gen. Bus. Law § 349.

175. Defendant concealed the nature, scope, and severity of the Defect and failed to inform purchasers of Class Vehicles that the Class Vehicles were designed, manufactured, and sold containing the Defect, which poses a severe safety risk to them during regular vehicle operation.

176. Defendant's deceptive acts and practices, which were intended to mislead consumers who purchased Class Vehicles, was conduct directed at consumers.

177. Defendant consciously failed to disclose material facts to Plaintiff Wolfmann and other New York Class members with respect to the use associated with the Class Vehicles.

178. Defendant intended for Plaintiff Wolfmann and New York Class members to rely on Defendant's acts of concealment and omissions, so that Plaintiff Lambert and New York Class

members would purchase the Class Vehicles.

179. The foregoing acts, omissions and practices proximately caused Plaintiff Lambert and New York Class members to suffer actual injury.

180. Because Defendant's willful and knowing conduct caused injury to Plaintiff Lambert and New York Class members, Plaintiff Lambert seeks recovery of actual damages or \$50, whichever is greater; discretionary treble damages up to \$1,000; punitive damages; reasonable attorneys' fees and costs; an order enjoining Defendant's deceptive conduct; and any other just and proper relief available under N.Y. Gen. Bus. Law § 349.

COUNT VIII
**VIOLATIONS OF THE NORTH CAROLINA UNFAIR AND DECEPTIVE TRADE
PRACTICES ACT, N.C. Gen. Stat. §§ 75-1.1, et seq.**
(On Behalf of the North Carolina Class)

181. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

182. Plaintiff Eisner brings this claim on behalf of the North Carolina Class.

183. Plaintiff Eisner and the North Carolina Class members are persons under the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. §§ 75-1.1, *et seq.* ("NCUDTPA").

184. NCUDTPA prohibits a person from engaging in "[u]nfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce[.]" The NCUDTPA provides a private right of action for any person injured "by reason of any act or thing done by any other person, firm or corporation in violation of" the NCUDTPA. N.C. Gen. Stat. § 75-16.

185. Defendant's acts and practices complained of herein were performed in the course of Defendant's trade or business and thus occurred in or affected "commerce," as defined in N.C.

Gen. Stat. § 75-1.1(b) and were engaged in during Defendant's marketing, sale and/or distribution of the Class Vehicles.

186. Plaintiff Eisner and North Carolina Class members purchased their Class Vehicles for personal, family, or household use.

187. Defendant has known of the true characteristics of the Durangos and the existence of the Defect but concealed all of that information, and even to this day continues to conceal it.

188. Defendant was also aware that it valued profits over truthfulness and lawfulness, and that it was manufacturing, selling and distributing Class Vehicles throughout the United States that contained a known Defect. Defendant concealed this information from Plaintiff Eisner and North Carolina Class members as well.

189. By failing to disclose and by actively concealing the Defect and, by marketing their vehicles as of high quality and safe, and by presenting Dodge as a reputable brand that stood behind their vehicles after they were sold, Defendant engaged in deceptive and unconscionable business practices in violation of the NCUOTPA.

190. In the course of Defendant's business, it willfully failed to disclose and actively concealed the Defect discussed above. Defendant compounded the deception by repeatedly asserting that the Class Vehicles were safe and high quality, and by claiming to be a reputable manufacturer that stood behind their vehicles and warranties once they are on the road.

191. Defendant's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiff Eisner and North Carolina Class members, about the true nature of the Defect, the quality of the Dodge brand, the integrity and lawfulness at Dodge, the representations in Defendant's warranties, and the true value of the Class Vehicles.

192. Defendant's acts and practices as described herein have misled and deceived and/or

likely to mislead and deceived the Plaintiff Eisner and North Carolina Class members and the general public of the State of North Carolina. Defendant has advertised, marketed, and sold the Class Vehicles as set forth herein. Thus, Defendant has wrongfully:

- a) represented that the Class Vehicles have sponsorship, approval, characteristics, ingredients, uses benefits or qualities that they do not have;
- b) represented that the Class Vehicles are of a particular standard, quality, or grade, or that they are of a particular style or model, when they are of another;
- c) knowingly, intentionally, and/or recklessly omitted, suppressed, and/or concealed the true nature of the Class Vehicles;
- d) engaged in unconscionable, false, misleading, and/or deceptive acts and/or practices in the conduct of trade or commerce – marketing, advertising, and selling the Class Vehicles.
- e) advertised the Class Vehicles with intent not to sell them as advertised.

193. By their actions, Defendant disseminated and is disseminating uniform false advertising which by its nature is unfair, deceptive, untrue, and/or misleading within the meaning of the NCUOTPA. Such actions are likely to deceive, do deceive, and continue to deceive the North Carolina general public for all the reasons detailed herein above.

194. Defendant intended for Plaintiff Eisner and North Carolina Class members to rely on their representations and omissions and Plaintiff Eisner and North Carolina Class members did rely on Defendant's misrepresentations and omissions of fact.

195. Defendant's conduct proximately caused injuries to Plaintiff Eisner and North Carolina Class members. By performing the acts described herein, Defendant caused monetary damage to Plaintiff Eisner and North Carolina Class members of similarly situated individuals.

Defendant furthermore acted with willful and conscious disregard of the rights and safety of others, subjecting Plaintiff Eisner and North Carolina Class members to cruel and unjust hardship as a result, such that an award of punitive damages is appropriate.

196. For the reasons set forth in detail above, the Defendant engaged in unfair and deceptive acts and practices, which acts and practices were “immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers,” in or affecting commerce, which directly and proximately caused significant injury to the Plaintiff Eisner and North Carolina Class members in violation of NCUDDTPA, N.C. Gen. Stat. § 75-1.1, *et seq.*

197. Accordingly, Plaintiff Eisner and North Carolina Class members request the following relief both individually and on behalf of the North Carolina Class:

- a) actual damages sustained by the Plaintiff Eisner and North Carolina Class members or the sum of \$100.00, whichever is greater;
- b) treble actual damages and/or punitive damages (pursuant to N.C. Gen. Stat. § 75-16);
- c) appropriate injunctive relief in the form of enjoining Defendant from continuing to violate North Carolina statutory law;
- d) attorneys’ fees and costs (pursuant to N.C. Gen. Stat. § 75-16.1); and
- e) such other and further relief as the Court deems proper.

COUNT IX
VIOLATIONS OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES
AND CONSUMER PROTECTION LAW, 73 P.S. §§ 201, *ET SEQ.*
(On Behalf of the Pennsylvania Class)

198. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

199. Plaintiff Lambert brings this claim on behalf of the Pennsylvania Class.

200. Plaintiff Lambert and the Class are persons pursuant to 73 P.S. § 201-2(2).

201. The acts complained of herein were perpetrated by Defendant in the course of trade or commerce pursuant to 73 P.S. § 201-2(3).

202. The Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”) prohibits unfair or deceptive acts or practices, including:

- a. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have (73 P.S. §§ 201-2(4)(v));
- b. Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another (73 P.S. §§ 201-2(4)(vii));
- c. Advertising goods or services with intent not to sell them as advertised (73 P.S. §§ 201-2(4)(ix));
- d. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions (73 P.S. §§ 201-2(4)(xi));
- e. Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made (73 P.S. §§ 201-2(4)(xiv));
- f. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding (73 P.S. §§ 201-2(4)(xxi)).

203. Defendant engaged in unlawful trade practices, and unfair or deceptive acts or practices that violated the UTPCPL. Specifically, Defendant violated the UTPCPL as alleged throughout this Complaint by misrepresenting and omitting that the Class Vehicles suffered from

an inherent Defect that renders the Class Vehicles unsuitable for their intended use for safe transportation.

204. Defendant also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles by failing to disclose the Defect despite Defendant's longstanding knowledge thereof.

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

206. Defendant knew of the existence of the Defect and the substantial safety risk it poses to Class Vehicle owners yet concealed and misrepresented these material facts to Plaintiff Lambert and the Pennsylvania Class members.

207. Plaintiff Lambert and the Pennsylvania Class reasonably relied on Defendant's misrepresentations and omissions of material facts when deciding to purchase or lease Class Vehicles. Had Plaintiff Lambert and the Pennsylvania Class members known of the Defect, they would have not purchased or leased Class Vehicles or would have paid less for them.

208. Defendant owed Plaintiff Lambert and the Pennsylvania Class members a duty to disclose the truth about the pertinent details of the Defect because Defendant: (a) possessed exclusive knowledge of it; (b) intentionally concealed it from Plaintiff Lambert and the Pennsylvania Class members; and/or (c) made incomplete representations regarding the Defect while purposefully withholding material facts from Plaintiff Lambert and the Pennsylvania Class members that contradicted these representations.

209. Plaintiff Lambert and the Pennsylvania Class members suffered injury in fact to a legally protected interest. As a result of Defendant's conduct, Plaintiff Lambert and the Pennsylvania Class members were harmed and suffered actual damages. As a result of Defendant's conduct, Plaintiff Lambert and the Pennsylvania Class members were harmed and suffered actual damages as a result of Defendant's misrepresentations and omissions.

210. As a direct and proximate result of Defendant's unfair or deceptive acts or practices, Plaintiff Lambert and the Pennsylvania Class members have suffered and will continue to suffer injury in fact and/or actual damages.

211. Defendant's unlawful acts and practices complained of herein affect the public interest.

212. Defendant is liable to Plaintiff Lambert and the Pennsylvania Class members for treble their actual damages or \$100, whichever is greater, and attorneys' fees and costs under 73 P.S. § 201-9.2(a). Plaintiff Lambert and the Pennsylvania Class members are also entitled to an award of punitive damages given that Defendant's conduct was malicious, wanton, willful, oppressive, or exhibited a reckless indifference to the rights of others.

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

213. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

214. Plaintiff Cranstoun brings this claim on behalf of the New Jersey Class under the New Jersey Consumer Fraud Act, N.J. Stat. Ann. §§ 56:8-1, et seq. ("NJCFA").

215. Plaintiff Cranstoun, the New Jersey Class members, and Defendant are persons within the meaning of N.J. Stat. Ann. § 56-8-1(d).

216. Defendant is engaged in the “sale” of “merchandise” within the meaning of N.J. Stat. Ann. § 56:8-1(c).

217. Defendant’s advertisements described herein are “advertisements” within the meaning of N.J. Stat. Ann. § 56:8-1(a).

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

219. Defendant employed unconscionable commercial practices in its advertisement and sale of the Class Vehicles, which are defective. Defendant’s practices in connection with the advertisement and sale of the Class Vehicles were unscrupulous and demonstrate a lack of honesty and fair dealing.

220. Defendant engaged in fraudulent and deceptive trade practices, in violation of the NJCFA, by misrepresenting and knowingly concealing the existence of the Defect. Such information was material to a reasonable consumer because, among other things, the Defect can cause a risk of vehicle collision caused by water/moisture infiltrating the Taillight, which causes a risk of fire as well as partial and total failure of the lighting components therein, which forces consumers to incur additional repair expenses, diminishes the value of Class Vehicles, and represents an unreasonable safety risk to consumers.

221. Defendant’s material misrepresentations and knowing omissions are highly likely to mislead the public and induce consumers to make misinformed purchases.

222. Defendant owed a duty to disclose material facts about the defective nature of the Class Vehicles because: (1) Defendant had exclusive or superior knowledge of the Defect in the Class Vehicles; (2) Defendant knew that Plaintiff Cranstoun and New Jersey Class members were unaware of the Defect in the Class Vehicles; (3) Defendant understood the true facts regarding the Defect in the Class Vehicles, including that they are defective and prone to water/moisture infiltrating—and, in turn, partial or total failure of—the Taillights, which would be important to reasonable prospective buyers of the Class Vehicles; and (4) Defendant made representations regarding the quality and functionality of the Class Vehicles that were misleading, deceptive, and incomplete without the disclosure of the true facts regarding the Defect in the Class Vehicles.

223. The misrepresentations and knowing material omissions described above were uniform across the New Jersey Class. All of the advertising, promotional materials, and manuals contained the same material misrepresentations and knowing omissions.

224. The misrepresentations and knowing material omissions were intended to induce Plaintiff Cranstoun and New Jersey Class members to purchase Class Vehicles. Plaintiff Cranstoun and New Jersey Class members would not have purchased a Class Vehicle, or would have paid less for them, in the absence of Defendant's misrepresentations and knowing material omissions.

225. Plaintiff Cranstoun and New Jersey Class members suffered ascertainable loss as a direct and proximate result of Defendant's unconscionable and deceptive acts and practices. Among other injures, Plaintiff Cranstoun and New Jersey Class members overpaid for their Class Vehicles, and their Class Vehicles suffered a diminution in value.

226. As permitted under N.J. Stat. Ann. § 56:8-19, Plaintiff Cranstoun and New Jersey Class members seek trebled damages, appropriate injunctive relief, and reasonable attorney's fees.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of members of the Class defined above, respectfully request that the Court enter judgment against FCA and award the following relief:

A. Certification of this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure, declaring Plaintiffs as the representatives of the Class, and Plaintiffs' counsel as counsel for the Class;

B. An order awarding declaratory relief and temporarily and permanently enjoining FCA from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint;

C. Appropriate injunctive and/or declaratory relief, including, without limitation, an order that requires Defendant to repair, recall, and/or replace the Class Vehicles and to extend the applicable warranties to a reasonable period of time, or, at a minimum, to provide Plaintiffs and class members with appropriate curative notice regarding the existence and cause of the Defect;

D. An award of appropriate damages to repair or replace the Class Vehicles;

E. A declaration that FCA is financially responsible for all Class notice and the administration of Class relief;

F. An order awarding any applicable statutory and civil penalties;

G. An order requiring FCA to pay both pre- and post-judgment interest on any amounts awarded;

H. An award of costs, expenses, and attorneys' fees as permitted by law; and

I. Such other or further relief as the Court may deem appropriate, just, and equitable.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial for all claims so triable.

DATED: April 20, 2023

Respectfully submitted,

By: /s/ Ian Connor Bifferato

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