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7 *Counsel for Plaintiff and the putative class*

8 IN THE UNITED STATES DISTRICT COURT  
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA

10 KELLY KINGSTON, individually and )  
11 on behalf of similarly situated )  
12 individuals, )

13 Plaintiff, )

14 v. )

15 FCA US LLC., a Delaware limited )  
16 liability corporation, )

17 Defendant. )  
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Case No. 8:19-cv-1365

**CLASS ACTION COMPLAINT**

- 1. **Unfair Business Practices in Violation of California Business & Professions Code § 17200, et seq.**
- 2. **False Advertising in Violation of California Business and Professions Code § 17500, et seq.**
- 3. **Consumer Legal Remedies Act § 17500, et seq.**
- 4. **Song-Beverly Consumer Warranty Act § 1792**
- 5. **Breach of Express Warranty**
- 6. **Fraudulent Omission**
- 7. **Unjust Enrichment**

DEMAND FOR JURY TRIAL

1 Plaintiff, Kelly Kingston, brings this Class Action Complaint against  
2 Defendant, FCA US LLC (“Defendant”), on his own behalf and on behalf of other  
3 Dodge Ram (“Dodge Ram” or “Ram”) pickup truck owners to obtain relief for the  
4 unsafe and undisclosed defect in Defendant’s Dodge Ram pickup truck design.  
5 Specifically, Defendant’s defective fuel tank filler necks<sup>1</sup> (the “Filler Neck Defect”)  
6 cause standard gas-station nozzles—which work perfectly well with other  
7 vehicles—to become lodged in the opening to Dodge Ram fuel tanks, forcing Dodge  
8 Ram owners to either physically wrench the gas nozzle free, contact their roadside  
9 assistance provider (if they have one) to have the nozzle dislodged, or even call their  
10 local fire department for help. Despite having knowledge of the Filler Neck Defect  
11 since 2015 at the latest, Defendant has failed to remedy the Filler Neck Defect, alter  
12 its manufacturing practices to prevent the Filler Neck Defect’s recurrence, and failed  
13 to disclose the Filler Neck Defect to prospective Dodge Ram buyers. Instead,  
14 Defendant has continued to market and sell Dodge Ram trucks possessing the Filler  
15 Neck Defect to unsuspecting consumers. Plaintiff alleges as follows based on  
16 personal knowledge as to himself and his own acts and experiences, and as to all  
17 other matters, on information and belief, including an investigation by his attorneys.

### 18 NATURE OF THE CASE

19 1. Defendant is one of the largest automobile producers in the world. Its  
20 Dodge Ram brand is one of the three most purchased truck brands in the United  
21 States. Defendant describes its Ram trucks as “capable” and “versatile.” Defendant’s  
22 Dodge Ram advertisements emphasize its Ram trucks’ fuel efficiency and “safety  
23 and security.”

24 2. Defendant releases a new Ram model each year and regularly updates  
25 its Ram truck models with newly designed parts. However, one of Defendant’s part  
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27 <sup>1</sup> Filler necks are simply a tube running from the exterior of the car to the interior fuel tank.  
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1 updates—an unnecessarily steeply-angled fuel filler neck—has produced significant  
2 problems for owners when the owners attempt what is usually the most routine and  
3 fundamental process of car ownership: refueling. On information and belief,  
4 Defendant began installing unnecessarily steeply-angled fuel filler necks in its 2015  
5 Dodge Rams and has continued to install these same filler necks in each new Ram  
6 edition through model year 2018.

7 3. Due to the Filler Neck Defect, Ram truck owners encounter an  
8 unexpected and unsafe refueling issue: standard fuel pump nozzles become lodged  
9 in the truck’s filler neck and cannot be easily removed. In fact, Ram owners  
10 frequently have to resort to calling roadside assistance providers or even their local  
11 fire department for help dislodging gas nozzles from their trucks.

12 4. The angle of the truck’s filler neck is incompatible with certain widely-  
13 available fuel nozzles, and when these nozzles are inserted into the filler neck they  
14 get stuck. Additionally, owners have difficulty refueling because the filler neck’s  
15 angle triggers standard fuel pumps’ automatic shutoff function, causing the pumps  
16 to stop fueling every few seconds and forcing owners to refuel their vehicles with  
17 mere ounces at a time. While other vehicles may take only a few minutes to refuel,  
18 Defendant’s Dodge Rams typically take far longer.

19 5. Defendant knew or should have known about the refueling issues and  
20 dangers posed by the Filler Neck Defect before it began producing its 2015 Dodge  
21 Rams, or should have fixed the Filler Neck Defect after receiving a barrage of  
22 consumer complaints about refueling issues. At the very least, Defendant should  
23 have disclosed the Filler Neck Defect to consumers before they bought a vehicle  
24 possessing the Filler Neck Defect, because consumers have no way to test a Dodge  
25 Ram’s refueling process prior to purchasing the vehicle.

26 6. Instead, although Defendant has been consistently notified of the Filler  
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1 Neck Defect since the release of the 2015 Dodge Ram, it has continued to  
2 manufacture, market, and sell trucks possessing the Filler Neck Defect. A superficial  
3 internet search reveals numerous forums of Ram owners complaining about this  
4 exact issue.

5 7. Defendant has not addressed the Filler Neck Defect in any substantial  
6 form. There have been no recalls. Defendant has not updated its Dodge Ram owner  
7 manuals to disclose the Filler Neck Defect or inform Ram owners how to avoid the  
8 Filler Neck Defect's effects. Owners have not been otherwise notified of the Filler  
9 Neck Defect and, in fact, cannot discover it until they attempt to refuel—but this  
10 only occurs after they have driven their Dodge Ram off the dealership lot, and the  
11 vehicle has already lost substantial value.

12 8. Because Defendant has failed to take any remedial action, many Ram  
13 owners who have encountered the Filler Neck Defect have had to take matters into  
14 their own hands and attempt to replace the defective part on their own or alter their  
15 vehicles in other ways just to be able to refuel properly.

16 9. Defendant's conduct violates various California consumer protection  
17 statutes, warranty statutes, and common law. Plaintiff brings this suit on behalf of  
18 himself and a proposed Class and Subclass to prevent Defendant from producing,  
19 marketing, and selling more Dodge Rams with the same Filler Neck Defect and to  
20 obtain damages, restitution, and all other available relief.

### 21 **JURISDICTION AND VENUE**

22 10. This Court has subject matter jurisdiction over this matter pursuant to  
23 the Class Action Fairness Act, 28 U.S.C. § 1332(d) *et seq.*, because this case is a  
24 class action in which the matter in controversy exceeds the sum or value of  
25 \$5,000,000, exclusive of interest and costs; there are greater than 100 putative class  
26 members; at least one putative class member is a citizen of a state other than  
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1 Defendant's states of citizenship; and none of the exceptions under subsection  
2 1332(d) apply to the instant action.

3 11. This Court may assert personal jurisdiction over Defendant, because  
4 Defendant is registered to do business and does business in California and because  
5 Plaintiff's causes of action arise out of Defendant's contacts with California.

6 12. Venue is proper in this District under 28 U.S.C. § 1391(b) because  
7 Plaintiff resides in this District and because a substantial part of the events or  
8 omissions giving rise to the claims occurred within this District.

9 **PARTIES**

10 13. Plaintiff, Kelly Kingston, is a natural person and a resident of  
11 California.

12 14. Defendant FCA US LLC is a Delaware limited liability company  
13 headquartered in Dearborn, Michigan. Defendant designs, manufactures, markets,  
14 distributes, and warrants mass-produced automobiles in the United States under the  
15 Dodge Ram brand name.

16 **COMMON ALLEGATIONS OF FACT**

17 15. Defendant's most popular brand of truck, the Dodge Ram, is one of the  
18 most popular brands of consumer pickup trucks in the United States. The brand  
19 routinely places near the top of the list of yearly consumer truck sales in the United  
20 States.

21 16. As one of the largest, heaviest, and most powerful class of vehicles in  
22 the consumer automotive market, pickup trucks, including Defendant's Dodge  
23 Rams, do not operate with the same fuel efficiency as other, smaller consumer  
24 automobiles, and thus require more frequent refueling than other classes of consumer  
25 automobiles.

26 17. As with other consumer automobiles that run on gasoline or diesel fuel,  
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1 refueling a Dodge Ram requires that the owner insert a gas station nozzle directly  
2 into an opening on the side of the vehicle. The tube which carries gasoline from the  
3 gas station nozzle to the fuel tank itself is known as the “fuel-filler neck” or “filler  
4 neck.”

5 18. Like other auto manufacturers, Defendant regularly updates and re-  
6 designs parts in its vehicles and releases these updates in new models each year. On  
7 information and belief, for the model years 2015-2018, Defendant installed fuel-  
8 filler necks in its Ram product line with a steeper angle than in prior model years.  
9 This steeper angle has caused a defect to arise in 2015-2018 model year Dodge Rams  
10 which, on information and belief, has caused a defect to arise in those vehicles which  
11 was not present in prior Dodge Ram models.

12 19. The Filler Neck Defect causes fuel nozzles to become jammed or stuck  
13 in the trucks’ fuel filler necks. When the nozzles become stuck, removing them  
14 becomes a time-consuming task, creates a risk of damage to the body of the trucks,  
15 and frequently causes consumers to spill highly-flammable automobile fuel.

16 20. Additionally, the Filler Neck Defect causes fuel pumps’ automatic  
17 shutoff sensor—which is meant to communicate to the gas pump a vehicle’s fuel  
18 tank is full—to engage prematurely.

19 21. Complaints about the Filler Neck Defect fill the pages of  
20 RamForumz.com and RamForum.com, which are both message boards dedicated to  
21 Dodge Ram discussion. Just a few of the many examples include:

- 22  
23 a. **APRIL 1, 2018: Last night it took 2 entire hours.** This is a  
24 stupid, fixable design flaw . . . The truck's weirdly angled filler  
25 makes the thread for the fuel cap catch that notch just right and  
26 I couldn't even pry it out with the tire iron. On capless fillers, it's  
27 the inner flap that catches it . . . there's a ring around the nozzle,  
28 with a flat ledge top and bottom. the flap in capless fillers, or in  
my case, the threads in the filler throat that the cap threads into,

1 get caught on that ring when it tries to come back out like a barb  
2 of an arrow. the harder you pull, the more it resists.<sup>2</sup>

3 b. APRIL 2, 2018: I have been filling up A LOT of different  
4 vehicles in my time driving but have NEVER experienced  
5 anything like this fuel filler . . . it has gotten stuck 4 times in the  
6 5 fill-ups. Even the gas station attendants stopped trying to get  
7 it out as they didn't want to hurt my truck. I get up to \$0.80 cents  
8 off a gallon, so this gas station is worth my time. The angle for  
9 the nozzle is way too steep . . .<sup>3</sup>

10 c. DECEMBER 22, 2018: Mine got stuck again today. Almost  
11 couldn't get it out AGAIN. It's a catch 22. If you try not to push  
12 it in too far, it clicks off. If you push it in far enough to seal the  
13 vapor recovery, it gets stuck. Between this and the brake lines  
14 on the rear wheels being too close to the tire for chains I'm pretty  
15 disappointed in Fiat engineers. May have bought a Chevy or  
16 Ford, had I known. BTW, it's also pretty damn embarrassing to  
17 be standing in a gas station next to a NEW truck having to yank  
18 and twist on the damn gas filler for 15 minutes! I tweeted at  
19 them today that this needs to be a full nationwide recall. No  
20 reply yet.<sup>4</sup>

21 d. JANUARY 14, 2019: Just got my 1500 Bighorn truck on  
22 Saturday and filled up with gas for the first time and the gas  
23 nozzle got stuck in gas tank filler? It was really stuck and I  
24 couldn't get it out, finally came out after fighting with it. . . Is  
25 there a known issue with the cap less filler on the 2019's? Any  
26 insights would be helpful. . .<sup>5</sup>

27 22. Defendant knew or reasonably should have known about the Filler  
28 Neck Defect in its 2015 model year Ram trucks shortly after it placed them on the  
market. Online consumer complaints began shortly after the release of the 2015

<sup>2</sup> <https://www.ramforumz.com/showthread.php?t=227751>.

<sup>3</sup> <https://www.ramforumz.com/showthread.php?t=245749>.

<sup>4</sup> <https://www.ramforum.com/threads/gas-nozzle-gets-stuck-in-filler-neck.132439/page-4>.

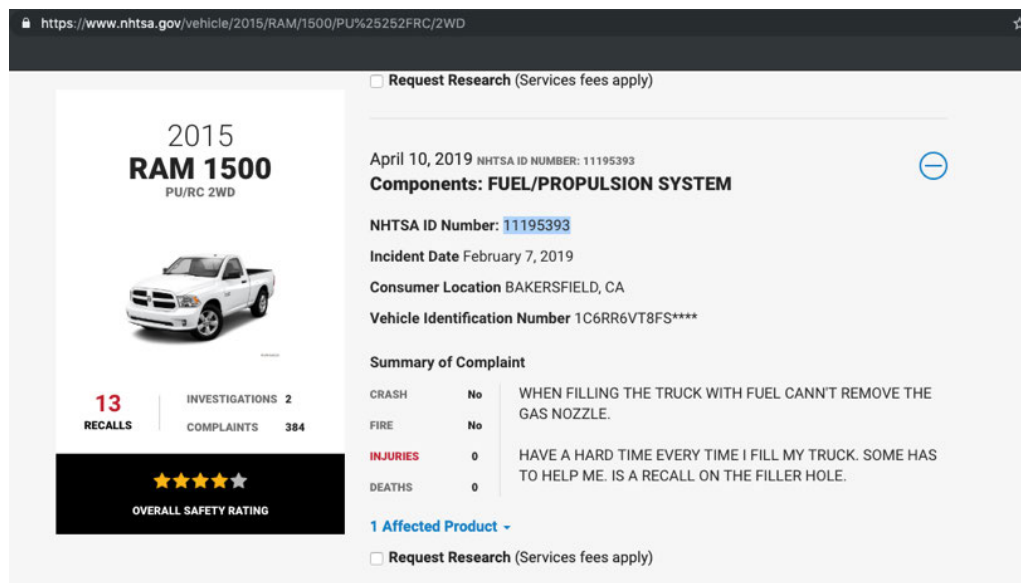
<sup>5</sup> <https://5thgenrams.com/community/threads/2019-ram-1500-gas-filler-problem.5868/>.



1 Dodge Ram and have continued with the 2016, 2017, and 2018 models. A cursory  
2 internet search reveals multiple forums full of Ram truck owners who have the same  
3 complaints: fuel nozzles become lodged in their Rams or the nozzles' fuel flow  
4 constantly shuts off during refueling, forcing the Ram owner to fill their truck with  
5 ounces at a time.

6 23. Further, complaints made to the National Highway Traffic Safety  
7 Administration's ("NHTSA") website show that Defendant has failed to disclose or  
8 explain the Filler Neck Defect and Ram owners' associated refueling struggles.

9 24. The following are just a few of the filler-neck related complaints made  
10 by Dodge Ram owners to the NHTSA:






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https://www.nhtsa.gov/vehicle/2016/RAM/1500/PU%25252FEC/4WD#complaints

**2016  
RAM 1500**  
PU/EC 4WD



**11**  
RECALLS

INVESTIGATIONS **1**  
COMPLAINTS **287**

★★★★★  
OVERALL SAFETY RATING

November 27, 2018 NHTSA ID NUMBER: 11154253

**Components: FUEL/PROPULSION SYSTEM**

NHTSA ID Number: 11154253

Incident Date November 23, 2018

Consumer Location ANTIOCH, CA

Vehicle Identification Number 3C6RR6KT6GG\*\*\*\*

**Summary of Complaint**

CRASH	No	I AM A 2016 RAM 1500 CREW CAB. IF I USE THE VST GAS NOZZLES THEY GET STUCK IN THE FILLER NECK. IT TAKES ABOUT 10-15 MINS TO GET IT UNSTUCK. I HAVE TAKEN IT TO ANTIOCH DODGE AND THEY SAY THERE IS NO ISSUE. I ALSO HAD A VIDEO AND THEY REFUSE TO LOOK AT IT. I AM VERY DISAPPOINTED THAT NOBODY WILL LOOK INTO THIS.
FIRE	No	
<b>INJURIES</b>	0	
DEATHS	0	

**1 Affected Product**

Request Research (Services fees apply)

https://www.nhtsa.gov/vehicle/2017/RAM/1500/PU%25252FEC/4WD

**2017  
RAM 1500**  
PU/EC 4WD




IMAGE NOT AVAILABLE

**7**  
RECALLS

INVESTIGATIONS **1**  
COMPLAINTS **150**

★★★★★  
OVERALL SAFETY RATING

December 10, 2018 NHTSA ID NUMBER: 11160512

**Components: FUEL/PROPULSION SYSTEM**

NHTSA ID Number: 11160512

Incident Date December 10, 2018

Consumer Location EL DORADO HILLS, CA

Vehicle Identification Number 1C6RR7VT6HS\*\*\*\*

**Summary of Complaint**

CRASH	No	THE GAS PUMP NOZZLES NO LONGER WORK WHEN FILLING UP THE TANK. IT SEEMS THAT THEY DO NOT LIKE THE ANGLE OF THE FILL NECK ON THE TRUCK. THEY SHUT OFF AFTER ONLY ABOUT 1/2 GALLON IS USED INTO THE TANK.
FIRE	No	
<b>INJURIES</b>	0	
DEATHS	0	

**1 Affected Product**

Request Research (Services fees apply)

https://www.nhtsa.gov/vehicle/2018/RAM/1500/PU%25252FEC/2WD

**2018  
RAM 1500**  
PU/EC 2WD




IMAGE NOT AVAILABLE

**8**  
RECALLS

INVESTIGATIONS **0**  
COMPLAINTS **50**

★★★★★  
OVERALL SAFETY RATING

June 25, 2018 NHTSA ID NUMBER: 11103753

**Components: FUEL SYSTEM, GASOLINE**

NHTSA ID Number: 11103753

Incident Date June 23, 2018

Consumer Location TEMECULA, CA

Vehicle Identification Number 1C6RR6LG8JS\*\*\*\*

**Summary of Complaint**

CRASH	No	TL* THE CONTACT OWNS A 2018 RAM 1500. WHILE THE VEHICLE WAS AT A FUEL STATION BEING REFUELED, THE FUEL PUMP NOZZLE BECAME STUCK AND WAS DIFFICULT TO REMOVE. THE DEALER (BOB BAKER CHRYSLER JEEP DODGE RAM, 5555 CAR COUNTRY DR., CARLSBAD, CA 92008, (760) 814-9664) INFORMED THE CONTACT TO CALL THE MANUFACTURER. THE VEHICLE WAS NOT TAKEN TO THE DEALER FOR DIAGNOSTIC TESTING OR REPAIRS. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE AND INFORMED THE CONTACT TO CALL NHTSA. THE FAILURE MILEAGE WAS 4,600.
FIRE	No	
<b>INJURIES</b>	0	
DEATHS	0	

**1 Affected Product**

1           25. As shown above, complaints made to the NHSTA show that the Filler  
2 Neck Defect has recurred since the release of the 2015 Dodge Ram, and that  
3 Defendant has failed to remedy the defect or disclose it to consumers, leaving them  
4 confused as to the cause of their refueling struggles.

5           26. Even though such complaints have recurred since the release of the  
6 2015 Dodge Ram, Defendant decided to sell subsequent Dodge Ram models without  
7 modifying the new models' filler necks and without disclosing the Filler Neck  
8 Defect in new or existing Ram models to prospective Ram buyers. As discussed  
9 herein, even slightly altering the design of its filler necks, a simple vehicle part,  
10 would have remedied the Filler Neck Defect.

11           27. Instead, Defendant has done nothing to respond to the recurring,  
12 widespread complaints of the Filler Neck Defect. Though Defendant and its dealers  
13 are aware of the Filler Neck Defect, Defendant has not attempted to rectify the Filler  
14 Neck Defect by means of a recall. Instead, Ram truck owners have been forced to  
15 order replacement parts and attempt to perform do-it-yourself, at-home remedies just  
16 so they can refuel their trucks without issue.

17           28. Defendant's inaction is particularly egregious because repairing the  
18 Filler Neck Defect is a simple task for experienced auto mechanics.

19           29. Indeed, some mechanically-talented Dodge Ram owners have managed  
20 to repair the defect themselves by replacing Defendant's defective, steeply-angled  
21 fuel filler-neck, Part 68400788AA, with another, less-angled filler neck—Part  
22 68448220AA.

23           30. Simply installing a less-angled filler neck (such as Part 68448220AA,  
24 pictured below to the right), prevents gas nozzles from getting stuck, as has been the  
25 case with Defendant's existing and defective filler neck (Part 68400788AA, pictured  
26 below on the left):  
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8 31. Other Ram owners have provided directions for another at-home  
9 remedy in which, instead of completely replacing the part, the angle of the defective  
10 filler neck is physically altered with a wire:

11  
12 Slide under the truck at the filler with a piece of wire (I used a 12" piece  
13 of romax) look up and see the filler tube and the vent tube going from  
14 the filler to the tank. Look just above to the bottom side of the bed, there  
15 you will find a hole punched in the flange, push 1/2 of the wire through  
16 the hole..... grab only the filler hose, the big one and the small metal  
17 tubes with it and shove them up to within a 1/2 inch or so of the flange...  
18 don't let it touch, and tie them off with the wire..... that's it. **You just**  
19 **changed the filler by 5 degrees and now the top of the gas nozzle will**  
20 **not touch the side of the truck and lock in the nozzle.** If you ever get  
21 the nozzle stuck before fixed, crawl under and push the hoses up, and  
22 have someone remove the nozzle, it will come right out.<sup>6</sup>

23 32. Though some Ram truck owners may have the mechanical experience  
24 and expertise to perform at-home repairs, the vast majority of Ram owners do not,  
25 and forcing ordinary Ram owners to attempt to repair the Filler Neck Defect  
26 themselves poses the risk of injury to themselves and/or further damage to their  
27 vehicles.

28 33. Thus, by continuing to market and sell Dodge Rams possessing the  
Filler Neck Defect, by not remedying the Filler Neck Defect, and by forcing

<sup>6</sup> <https://www.ramforumz.com/showthread.php?p=2105199>.

1 individuals to attempt to solve their refueling issues on their own, Defendant has  
2 created a safety risk to Ram truck owners.

3 34. Further, Defendant has been aware of the Filler Neck Defect or should  
4 reasonably have known of the Filler Neck Defect in 2015, at the latest, and  
5 Defendant willfully refused to notify prospective Dodge Ram buyers or current  
6 Dodge Ram owners of the Filler Neck Defect's existence, leaving current owners to  
7 question certain gas stations where they previously had no issues refueling their  
8 vehicles. As noted above, there are replacement filler necks with a more gradual  
9 angle that can fix the Filler Neck Defect.

10 35. However, neither Defendant nor its dealerships have systematically  
11 informed drivers of the original Filler Neck Defect or of the existence of the  
12 replacement part and remedy. Defendant's refusal to acknowledge and disclose the  
13 Filler Neck Defect has prolonged the problem and confused Dodge Ram owners who  
14 may be unaware that their refueling difficulties are not unique to them.

15 36. Because Defendant has not made any attempt to solve the Filler Neck  
16 Defect, the value of the affected Dodge Rams that have already been purchased or  
17 leased by consumers has been markedly reduced. As the scope of the Filler Neck  
18 Defect becomes more widely known, the value of the Dodge Rams at issue will  
19 continue to fall, further damaging Plaintiff and other consumers who own the  
20 affected vehicles.

21 37. Despite numerous and recurring complaints regarding the Filler Neck  
22 Defect, Defendant has not offered relief to Plaintiff or others who own Dodge Ram  
23 trucks, nor has Defendant issued a recall.

24 **FACTS SPECIFIC TO PLAINTIFF**

25 38. Plaintiff purchased a 2016 Dodge Ram truck in California in 2019 for  
26 approximately \$26,000.  
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1           39. Plaintiff has attempted to refuel his 2016 Dodge Ram at gas stations  
2 where he previously had no refueling issues with other vehicles. However, the same  
3 fuel nozzles he has used with other vehicles previously now become lodged in his  
4 Ram’s filler neck. Plaintiff has struggled to remove the nozzle because the nozzle  
5 has become completely jammed. On several occasions, Plaintiff has spent more than  
6 twenty minutes attempting to dislodge a nozzle from his Dodge Ram’s filler neck.

7           40. Indeed, on one such occasion, the fuel nozzle was lodged in the tank so  
8 severely that Plaintiff had to contact the American Automobile Association  
9 (“AAA”) to remove the stuck nozzle. After Plaintiff waited for two hours, AAA  
10 finally arrived and removed the nozzle.

11           41. Even when he has been able to dislodge the gas nozzle from the Dodge  
12 Ram by himself, Plaintiff has frequently been sprayed or doused with noxious and  
13 highly flammable gasoline.

14           42. As a result of these experiences, Plaintiff has been forced to account for  
15 extra time for refueling his Dodge Ram because of the expectation that he will need  
16 to physically dislodge the nozzle from the vehicle’s filler neck.

17           43. Prior to purchasing his Dodge Ram, Plaintiff did not know that  
18 Defendant had installed a unique, steeply-angled filler neck in its Ram trucks.  
19 Defendant’s marketing literature, brochures, and other materials that it makes  
20 available to consumers fail to discuss or mention the Filler Neck Defect, its steeply-  
21 angled filler necks, and associated refueling difficulties. Defendant has never  
22 explained or systematically alerted Dodge Ram owners to the Filler Neck Defect.

23           44. Had Plaintiff known before purchasing his Dodge Ram that it contained  
24 the Filler Neck Defect, he would not have decided to purchase that particular vehicle  
25 or would have paid significantly less for it.  
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**CLASS ACTION ALLEGATIONS**

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2 45. Plaintiff brings this action on behalf of himself and a nationwide  
3 class (the “Class”), and one subclass (the “Subclass” or “California Subclass”) of  
4 owners of model year 2015–2019 Dodge Rams (the “Class Vehicles”) defined as  
5 follows:

6 a) The Class: all persons in the United States and its Territories who,  
7 during the applicable limitations period, purchased any new or used  
8 Class Vehicle.

9 b) The California Subclass: all persons in the United States and its  
10 Territories who, during the applicable limitations period, owned any  
11 new or used Class Vehicle in California.

12 46. Excluded from the Class and Subclass are any members of the judiciary  
13 assigned to preside over this matter; any officer, director, or employee of Defendant;  
14 and any immediate family member of such officer, director, or employee.

15 47. Upon information and belief, there are hundreds, if not thousands, of  
16 members of the Class and Subclass such that joinder of all members is impracticable.

17 48. Plaintiff will fairly and adequately represent and protect the interests of  
18 the other members of the Class and Subclass. Plaintiff has retained counsel with  
19 substantial experience in prosecuting complex litigation and class actions, and  
20 Plaintiff and his counsel are committed to vigorously prosecuting this action on  
21 behalf of the members of the Class and Subclass and have the financial resources to  
22 do so. Neither Plaintiff nor his counsel have any interest adverse to those of the  
23 other members of the Class or Subclass.

24 49. Plaintiff’s claims are typical of the claims of the Class and Subclass  
25 members, because the factual and legal bases of Defendant’s liability to Plaintiff and  
26 to the other members of the Class and Subclass are the same, resulting in injury to  
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1 Plaintiff and to all of the other members of the Class and Subclass as a result of  
2 Defendant's misrepresentations concerning the Class Vehicles at issue.

3 50. Numerous common questions of law and fact exist as to all members of  
4 the Class and Subclass, and such questions predominate over questions affecting  
5 Plaintiff or individual members of the Class and Subclass. Common questions for  
6 the Class and Subclass include, but are not limited, to the following:

- 7 (a) Whether Defendant designed and built the Class Vehicles in question  
8 in such a way that refueling the vehicles is likely to result in standard  
9 gas nozzles becoming lodged in the Class Vehicles' filler necks;
- 10 (b) Whether Defendant advertised and/or warranted that the Class Vehicles  
11 would be free from the type of defects Plaintiff and the Class members  
12 have experienced;
- 13 (c) Whether Defendant knowingly failed to disclose the existence and  
14 cause of the Filler Neck Defect to Plaintiff and the Class;
- 15 (d) Whether, as a result of Defendant's material misrepresentations and/or  
16 omissions of material facts related to the Filler Neck Defect, Plaintiff  
17 and the other members of the Class have suffered ascertainable loss of  
18 monies, property, and/or value;
- 19 (e) Whether Defendant's conduct violated California Business and  
20 Professions Code Section 17200;
- 21 (f) Whether Defendant's conduct violated California Business and  
22 Professions Code Section 17500;
- 23 (g) Whether Defendant's conduct violated the California Consumer Legal  
24 Remedies Act;
- 25 (h) Whether Plaintiff and the Class are entitled to monetary and/or  
26 restitutionary and/or injunctive relief or other remedies, and, if so, the  
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1 nature of such remedies;

2 (i) Whether Defendant should be enjoined from engaging in such conduct  
3 in the future.

4 51. Defendant has acted and failed to act on grounds generally applicable  
5 to Plaintiff and the other members of the Class and Subclass in misrepresenting the  
6 quality of the Class Vehicles at issue, requiring the Court’s imposition of uniform  
7 relief to ensure compatible standards of conduct toward the members of the Class  
8 and Subclass and making injunctive or corresponding declaratory relief appropriate  
9 for the Class and Subclass as a whole.

10 52. Absent a class action, most members of the Class and Subclass would  
11 find the cost of litigating their claims to be prohibitive and would have no effective  
12 remedy. The class treatment of common questions of law and fact is also superior  
13 to multiple individual actions or piecemeal litigation in that it conserves the  
14 resources of the courts and the litigants, and promotes consistency and efficiency of  
15 adjudication.

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17 **FIRST CAUSE OF ACTION**  
18 **Violation of the California Business and Professions Code: Unfair Business**  
19 **Practices (Cal. Bus. & Prof. Code § 17200)**  
20 **(on behalf of Plaintiff and the California Subclass)**

21 53. Plaintiff incorporates by reference all of the foregoing allegations as  
22 if fully set forth herein.

23 54. Cal. Bus. & Prof. Code § 17200 (the “Unfair Competition Law” or  
24 “UCL”) defines unfair business practices to include any “unlawful, unfair or  
25 fraudulent” act or practice, as well as any “unfair, untrue or misleading” advertising.  
26 Defendant has engaged in fraudulent and unfair business practices in violation of the  
27 UCL.

28 55. Defendant’s acts and practices, as alleged in this complaint, constitute

1 unlawful, unfair, and fraudulent business practices, in violation of the Unfair  
2 Competition Law. Defendant's misrepresentations and omissions regarding the  
3 Filler Neck Defect and the corresponding refueling problems described herein were  
4 likely to deceive a reasonable consumer. Knowledge of the Filler Neck Defect and  
5 knowledge that refueling the Class Vehicles would become a time-consuming,  
6 confusing, and dangerous process would be material to a reasonable consumer in the  
7 decision to purchase or lease a Class Vehicle. Had Defendant disclosed this  
8 information, Plaintiff and the Subclass members would not have purchased the Class  
9 Vehicles or would have paid significantly less for them.

10 56. Plaintiff and the Subclass members relied on Defendant's omissions  
11 with respect to the quality and reliability of the Class Vehicles. Plaintiff and the other  
12 Subclass members would not have purchased or leased Class Vehicles, but for  
13 Defendant's omissions.

14 57. Defendant has also violated the unfair prong of Section 17200 because  
15 the acts and practices set forth herein offend established public policy and because  
16 Defendant's acts and practices set forth herein constitute a harm that outweighs any  
17 benefits associated with those practices. Defendant's conduct has also impaired  
18 competition within the automotive vehicles market and has prevented Plaintiff and  
19 the Subclass members from making informed decisions about whether to purchase  
20 or lease their vehicles and/or the price to be paid to purchase or lease them.

21 58. As a direct and proximate result of Defendant's business practices,  
22 Plaintiff and the proposed Subclass members have suffered injury in fact, including  
23 the loss of money or property, because they purchased and leased vehicles that they  
24 otherwise would not have, or in the alternative, would have paid less for, and now  
25 own vehicles of decreased value due to Defendant's omissions and  
26 misrepresentations.  
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1 59. In order to alleviate the effects of the Filler Neck Defect, Plaintiff and  
2 the Subclass member have already paid, and will be required to pay in the future,  
3 additional costs over and above what they would have paid if Defendant had  
4 accurately disclosed the extent of the Filler Neck Defect.

5 60. By hiding and failing to inform Class Vehicle owners of the Filler Neck  
6 Defect, Defendant has sold more Dodge Rams than it otherwise could have and  
7 charged inflated prices for the vehicles, thereby unjustly enriching itself.

8 61. Plaintiff requests that this Court enter such orders or judgments  
9 necessary to enjoin Defendant from continuing its unfair and deceptive practices and  
10 to restore to Plaintiff and members of the Subclass any monies Defendant acquired  
11 by unfair competition, as provided in Cal. Bus. & Prof. Code § 17203, and for such  
12 other relief as set forth below.

13 **SECOND CAUSE OF ACTION**  
14 **Violation of the California Business and Professions Code: False Advertising**  
15 **(Cal. Bus. & Prof. Code § 17500)**  
16 **(on behalf of Plaintiff and the California Subclass)**

17 62. Plaintiff hereby incorporates the foregoing allegations by reference as  
18 though fully set forth herein.

19 63. The California False Advertising Law prohibits unfair, deceptive,  
20 untrue, or misleading advertising. Cal. Bus. & Prof. Code § 17500.

21 64. Defendant caused to be made or disseminated throughout California  
22 and the United States, through advertising and marketing materials, statements  
23 regarding the quality, efficiency, and capabilities of the Class Vehicles that were  
24 untrue or misleading, and which were known, or which by exercising reasonable  
25 care should have been known to Defendant, to be untrue and misleading to  
26 consumers, Plaintiff and members of the Subclass. Defendant has never  
27 acknowledged or disclosed the Filler Neck Defect to Plaintiff, the other Subclass  
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1 members, or other prospective Dodge Ram purchasers.

2 65. Defendant’s misrepresentations and omissions regarding the Filler  
3 Neck Defect and the corresponding refueling problems described herein were likely  
4 to deceive a reasonable consumer. Knowledge of the Filler Neck Defect and  
5 knowledge that refueling the Class Vehicles would become a time-consuming,  
6 confusing, and dangerous process would be material to a reasonable consumer in the  
7 decision to purchase or lease a Class Vehicle.

8 66. Because Defendant knew or should have known of the Filler Neck  
9 Defect before it sold the Class Vehicles, Defendant knew or should have known that  
10 its representations concerning the quality and capability of the Class Vehicles were  
11 untrue and/or misleading and that its omissions concerning the Filler Neck Defect  
12 were unfair and misleading.

13 67. As a direct or proximate result of Defendants’ unfair, unlawful or  
14 fraudulent business and advertising practices as set forth above, Defendant has been  
15 unjustly enriched by Plaintiff and the Subclass members’ payment of consideration  
16 in the purchase of the Class Vehicles. As such, Plaintiff requests that this Court cause  
17 Defendant to restore this money to all Subclass members under § 17500.

18 **THIRD CAUSE OF ACTION**  
19 **Violation of the Consumers Legal Remedies Act, Cal. Civ. Code § 1750, et seq.**  
20 **(on behalf of Plaintiff and the California Subclass)**

21 68. Plaintiff hereby incorporates the foregoing allegations by reference as  
22 though fully set forth herein.

23 69. Defendant is a “person” within the meaning of Civil Code §§ 1761(c)  
24 and 1770, and has provided “goods” within the meaning of Civil Code §§ 1761(b)  
25 and 1770.

26 70. Plaintiff and the Subclass members are “consumers” within the  
27 meaning of Civil Code §§ 1761(d) and 1770, and have engaged in a “transaction”  
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1 within the meaning of Civil Code §§ 1761(e) and 1770.

2 71. Defendant's acts and practices, which were intended to result and which  
3 did result in Class Vehicle sales, violate §1770 of the Consumers Legal Remedies  
4 Act in that:

- 5 a) Defendant represents that the Class Vehicles have characteristics,  
6 uses, or benefits which they do not have;
- 7 b) Defendant advertises its Class Vehicles with intent not to sell them as  
8 advertised;
- 9 c) Defendant represents that its Class Vehicles are of a particular  
10 standard, quality, or grade when they are not; and
- 11 d) Defendant represents that its Class Vehicles have been supplied in  
12 accordance with a previous representation when they have not.

13 72. As described above, in connection with the sale and lease of the Class  
14 Vehicles, Defendant has advertised the Class Vehicles as being safe, capable,  
15 reliable, and efficient. However, as Defendant has been made aware, the Class  
16 Vehicles possess the Filler Neck Defect, causing fuel nozzles to jam and become  
17 lodged in the vehicles even when properly inserted—that would be important to a  
18 reasonable consumer, because refueling is a necessary and recurring process  
19 regarding automobile ownership.

20 73. Had Defendant adequately disclosed the Filler Neck Defect, Plaintiff  
21 and the Subclass Members would not have purchased or leased, or would have paid  
22 less for, the Class Vehicles, and would not now own vehicles of decreased value due  
23 to widespread knowledge of the Filler Neck Defect. Meanwhile, Defendant has sold  
24 more Class Vehicles than it otherwise could have and charged inflated prices for the  
25 vehicles, unjustly enriching itself thereby.

26 74. Defendant's deceptive acts and practices were willful and knowing  
27 because Defendant knew about the Filler Neck Defect and corresponding refueling  
28 issues before it began selling and leasing the Class Vehicles at issue, but failed to  
implement several viable options to mitigate the problem and likewise failed to

1 disclose the existence of the Filler Neck Defect to consumers. Instead, though it  
2 knew of the Filler Neck Defect and its associated refueling difficulties, Defendant  
3 continued to manufacture, distribute, and sell Class Vehicles containing the Filler  
4 Neck Defect at inflated prices and without disclosing to consumers the existence of  
5 the Filler Neck Defect.

6 75. Under Civil Code § 1780(a), Plaintiff and the members of the Subclass  
7 seek injunctive and equitable relief for Defendant’s violations of the CLRA. Plaintiff  
8 and members of the Class request that this Court enter such orders or judgments as  
9 may be necessary to restore to any person money which may have been acquired  
10 with such unfair business practices, and for such other relief, including interest,  
11 attorneys’ fees and costs, as provided in Civil Code § 1780 and the Prayer for Relief.

12 76. Plaintiff includes a declaration with this Complaint that shows venue in  
13 this District is proper, to the extent such a declaration is required by Cal. Civ. Code  
14 § 1780(d).

15 **FOURTH CAUSE OF ACTION**  
16 **Breach of Implied Warranties Under the**  
17 **Song-Beverly Consumer Warranty Act, Cal. Civ. Code § 1792, 1791.1, et seq**  
18 **(on behalf of Plaintiff and the California Subclass)**

19 77. Plaintiff hereby incorporates the foregoing allegations by reference as  
20 though fully set forth herein.

21 78. Defendant’s Class Vehicles are “consumer goods” and Plaintiff and the  
22 proposed Subclass members are “buyers” within the meaning of Cal. Civ. Code §  
23 1791. Defendant is also a “manufacturer”, “distributor”, or “retail seller” under Cal.  
24 Civ. Code § 1791.

25 79. The implied warranty of merchantability included with each sale or  
26 lease of a Class Vehicle means that Defendant warranted that each of the Class  
27 Vehicles (a) would pass without objection in trade under the contract description;  
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1 (b) was fit for the ordinary purposes for which the Class Vehicles would be used;  
2 and (c) conformed to the promises or affirmations of fact made on the Class  
3 Vehicles' labeling.

4 80. The Class Vehicles would not pass without objection in the automotive  
5 trade because, when refueling, the Class Vehicles are prone to fuel nozzles becoming  
6 lodged or stuck inside of their filler necks in a manner which makes the nozzle  
7 difficult or impossible to remove without professional assistance. Because the Class  
8 Vehicles must be refueled without difficulty or danger in order to operate and  
9 function properly, these circumstances also make them unfit for the ordinary  
10 purposes for which such vehicles are used.

11 81. Moreover, the Class Vehicles are not adequately labeled because their  
12 labeling failed to disclose the Filler Neck Defect and associated refueling difficulties  
13 and did not advise Plaintiff or the Subclass members of the same prior to  
14 experiencing the Filler Neck Defect firsthand.

15 82. Defendant has been provided notice of the Filler Neck Defect through  
16 numerous complaints filed against it directly and through its dealers, as well as its  
17 own internal engineering knowledge.

18 83. Defendant has had numerous opportunities to cure the Filler Neck  
19 Defect in the Class Vehicles, but it has chosen not to do so.

20 84. Defendant's actions have deprived Plaintiff and the Subclass members  
21 of the benefit of their bargain and have caused their Class Vehicles to be worth less  
22 than what Plaintiff and the other Subclass members paid for.

23 85. As a direct and proximate result of Defendant's breach of its duties, the  
24 proposed Subclass members received goods with substantially impaired value.  
25 Plaintiff and the Subclass members have been damaged by the diminished value of  
26 the Class Vehicles, the Class Vehicles' malfunctioning, and actual and potential  
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1 increased maintenance and repair costs.

2 86. Under Cal. Civ. Code §§ 1791.1(d) and 1794, Plaintiff and the proposed  
3 Subclass members are entitled to damages and other legal and equitable relief,  
4 including, at their election, the right to revoke acceptance of the Class Vehicles or  
5 the overpayment or diminution in value of their Class Vehicles, and are also entitled  
6 to reasonable attorneys' fees and costs.

7  
8 **FIFTH CAUSE OF ACTION**  
9 **Breach of Express Warranty**  
10 **(on behalf of Plaintiff, the Class, and the California Subclass)**

11 87. Plaintiff hereby incorporates the foregoing allegations by reference as  
12 though fully set forth herein.

13 88. Through its product labeling and advertising, Defendant created written  
14 express warranties and expressly warranted to Plaintiff and the other members of the  
15 Class that the Class Vehicles would be of high quality, at a minimum would work  
16 properly and comfortably, and would be free from defects and fit for normal use.  
17 Defendant also expressly warranted that certain defects, including the Filler Neck  
18 Defect, would be remedied at no cost to the purchaser/lessee

19 89. Defendant made these express warranties in written warranties it  
20 provided at the time of sale/lease, through advertisements, in statements by its  
21 agents, and through other information.

22 90. These affirmations and promises were part of the basis of the bargain  
23 between Defendant and Plaintiff and the Class members.

24 91. Defendant breached these express warranties because the Class  
25 Vehicles were defective as set forth above. Specifically, the Class Vehicles were  
26 defective in a manner that made refueling, a basic function of automotive function  
27 and ownership, unreasonably difficult—if not impossible—and time-consuming.

28 92. As a direct and proximate result of Defendant's breach of express

1 warranties, Plaintiff and the members of the Class have been damaged in an amount  
2 to be determined at trial.

3 **SIXTH CAUSE OF ACTION**

4 **Fraudulent Omission**

5 **(on behalf of Plaintiff, the Class, and the California Subclass)**

6 93. Plaintiff incorporates the foregoing allegations by reference as though  
7 fully set forth herein.

8 94. Defendant was aware of the Filler Neck Defect in the Class Vehicles  
9 when it marketed and sold Class Vehicles to Plaintiff and the other Class members.

10 95. Having been aware of the Filler Neck Defect in the Class Vehicles, and  
11 having known that Plaintiff and the other Class members could not reasonably have  
12 been expected to know of the Filler Neck Defect, Defendant had a duty to disclose  
13 the Filler Neck Defect to Plaintiff and the other Class members in connection with  
14 the sale or lease of the Class Vehicles.

15 96. Defendant affirmatively misrepresented and concealed material facts  
16 concerning the Filler Neck Defect present in the Class Vehicles, because Defendant  
17 failed to disclose to Plaintiff and the Class members that, due to the design of  
18 Defendant's Dodge Ram filler necks, refueling the Class Vehicles would be much  
19 more time-consuming and potentially dangerous than refueling its older Ram models  
20 or other pickup truck brands.

21 97. Defendant affirmatively misrepresented and/or actively concealed  
22 material facts, such as the Filler Neck Defect, in whole or in part, intending to induce  
23 Plaintiff and the Class members to purchase the Class Vehicles and to purchase those  
24 vehicles at a higher price than Plaintiff and the Class members otherwise would  
25 have.

26 98. Plaintiff and the Class members were unaware of these omitted material  
27 facts and would not have acted as they did if they had known of the concealed and/or  
28

1 suppressed facts. Had Plaintiff and the Class members known of the Filler Neck  
2 Defect, they would not have purchased the Class Vehicles or would have paid  
3 substantially less for the Class Vehicles.

4 99. Because of the concealment and/or suppression of material facts  
5 regarding the defects in the Class Vehicles, Plaintiff and the Class members  
6 sustained damages in an amount to be determined at trial.

7 **SEVENTH CAUSE OF ACTION**

8 **Unjust Enrichment**

9 **(on behalf of Plaintiff, the Class, and the California Subclass)**

10 100. Plaintiff hereby incorporates the foregoing allegations by reference as  
11 though fully set forth herein.

12 101. Plaintiff and the other Class members have conferred a benefit on  
13 Defendant by purchasing the Class Vehicles possessing the Filler Neck Defect. This  
14 benefit is measurable using the price of Defendant's Class Vehicles and the premium  
15 built into the cost of Defendant's Class Vehicles to consumers. Defendant  
16 appreciates or has knowledge of such benefit.

17 102. Defendant's retention of this benefit violates principles of justice,  
18 equity, and good conscience.

19 103. It would be inequitable and unjust for Defendant to retain the benefit of  
20 revenues obtained from purchases of its Class Vehicles, because Defendant  
21 materially misrepresented the quality and value of the Class Vehicles.

22 104. Accordingly, because Defendant will be unjustly enriched if it is  
23 allowed to retain such funds, Defendant must pay restitution to Plaintiff and the other  
24 Class members in the amount by which Defendant was unjustly enriched by each of  
25 their purchases of the Class Vehicles.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of the Class, respectfully prays for the following relief:

- A. An order certifying the Class and Subclass as defined above;
- B. An award to Plaintiff and the Class and Subclass of actual and compensatory damages, as proven at trial;
- C. An award to Plaintiff and the Class and Subclass of restitution of all monies paid to Defendant as a result of the unlawful, deceptive and/or unfair business practices of Defendant;
- D. An award to Plaintiff and the Class of reasonable attorneys’ fees, costs, and pre- and post-judgment interest;
- E. An injunction requiring Defendant to cease all mislabeling and misrepresentation; and
- F. Such further and other relief the Court deems reasonable and just.

**JURY DEMAND**

Plaintiff requests trial by jury of all claims that can be so tried.

DATED: July 12, 2019

Respectfully submitted,

By: /s/ Robert R. Ahdoot  
 Robert R. Ahdoot (CSB 172098)  
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*Counsel for Plaintiff and the Putative Class*

**AFFIDAVIT OF ROBERT AHDoot**

I, Robert Ahdoot, declare as follows:

1. I am an attorney with the law firm of Ahdoot & Wolfson, PC, counsel for Plaintiff in this action. I am admitted to practice law in California and before this Court, and am a member in good standing of the State Bar of California. This declaration is made pursuant to California Civil Code Section 1780(d). I make this declaration based on my research of public records and upon personal knowledge and, if called upon to do so, could and would testify competently thereto.

2. Venue is proper in this Court because Plaintiff suffered injuries as a result of Defendant’s acts in this District, many of the acts and transactions giving rise to this action occurred in this District, and Defendant (1) is authorized and registered to conduct business in this District, (2) has intentionally availed itself of the laws and markets of this District through the distribution and sale of its automobiles in this District, and (3) is subject to personal jurisdiction in this District.

3. Plaintiff Kelly Kingston is a resident of Orange County, California, and Plaintiff purchased one of Defendant’s automobiles within this District.

4. Defendant is a Delaware limited liability company registered to do business in California with a principal place of business at 1000 Chrysler Drive, Auburn Hills, Michigan 48326.

I declare under penalty of perjury under the laws of the United States and the State of California this 12th day of July 2019 in Los Angeles, California that the foregoing is true and correct.

/s/ Robert Ahdoot  
Robert Ahdoot