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14 IN THE UNITED STATES DISTRICT COURT
15 FOR THE DISTRICT OF MONTANA
16 MISSOULA DIVISION

17	ERIC MELSON, individually and on) CAUSE NO.
18	behalf of all others similarly situated,)
19)
20	Plaintiff,) COMPLAINT AND JURY DEMAND
21	vs.)
22)
23	FCA US LLC,)
24)
25	Defendant.)
26)

27 Plaintiff alleges as follows:

28 1. Defendant FCA US LLC (“Fiat Chrysler” or “Chrysler”) is the manufacturer of

1 3.6 liter V-6 Pentastar engines, which is the standard engine in several of
2 Chrysler's vehicles, including the Jeep Wrangler and Promaster van.

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4 2. This action concerns Chrysler's refusal to honor its warranty and cover the
5 cost of repairing a design and manufacturing defect in the Pentastar
6 engines in Chrysler's Promaster vans and other models in model years
7 2012-2018 (collectively, "Class Vehicles").
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10 3. Chrysler's design for the Pentastar engine caused excessive wear on the left
11 side cylinder head (the "Design and Manufacturing Defects"). The wear on
12 the cylinder head caused the left cylinder heads to fail (the "Affected
13 Components").
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16 4. Chrysler knew or should have known about the Design and Manufacturing
17 Defects from presale testing of the class vehicles before the sale of the first
18 Class Vehicle. Moreover, hundreds of publicly-available consumer
19 complaints, as well as Chrysler's own customer complaint records, gave
20 Chrysler notice of the pervasiveness of the Design and Manufacturing
21 Defects and Affected Components as early as 2011.
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25 5. Chrysler did not disclose the Design and Manufacturing Defects to past
26 purchasers of class vehicles, even when customers brought their Class
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1 Vehicles into Chrysler dealerships for repair of the Design and
2 Manufacturing Defects, and Chrysler continued to sell Class Vehicles to
3 consumers without disclosing the Design and Manufacturing Defects.
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5 6. Every class vehicle was sold or leased pursuant to express and implied
6 warranties, including a Powertrain Limited Warranty that covers the cost of
7 all parts and labor needed to repair a powertrain component, including the
8 engine, that is defective in workmanship and materials within five years or
9 100,000 miles, whichever occurs first, calculated from the start date of the
10 Basic Limited Warranty. The Basic Limited Warranty begins on the date a
11 purchaser takes delivery of the vehicle or the date when the vehicle was
12 first put into service, whichever is earlier.
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17 7. Plaintiff Eric Melson and other Class Vehicle owners and lessees similarly
18 situated (the "Class" or "Class Members") requested that Chrysler repair
19 the Design and Manufacturing Defects, but Chrysler refused to cover the
20 costs of labor and repair. Instead, Chrysler informed Plaintiff and the Class
21 Members either that the warranty did not cover the repair because the
22 problem was created by "external factors" or owner "misuse" or that the
23 warranty period had elapsed.
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1 8. Plaintiff brings claims under breach of express warranty, breach of implied
2 warranties, breach of the Magnusson Moss Warranty Act, negligence, and
3 breach of the Montana Unfair Trade Practices and Consumer Protection
4 Act. Plaintiff and the Class seek to recover damages they incurred as a
5 result of Chrysler's failure to inform Plaintiff and the Class about the Design
6 and Manufacturing Defects and Chrysler's failure to repair or replace the
7 engine components damaged as a result of the Design and Manufacturing
8 Defects. Moreover, Plaintiff and the Class also seek a declaration that the
9 Design and Manufacturing Defects should be covered under the Powertrain
10 Warranty and an extension of the Basic Limited Warranty to cover repair of
11 the Affected Components damaged as a result of the Design and
12 Manufacturing Defects. Plaintiff also requests an injunction ordering
13 Chrysler to inform purchasers of the Class Vehicles of the Design and
14 Manufacturing Defects. Plaintiff seeks attorney's fees and costs, pre- and
15 post-judgment interest, and all other remedies and relief permitted by law.
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23 **JURISDICTION AND VENUE**

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25 9. Jurisdiction is proper in this Court because Plaintiff seek damages, restitution,
26 and injunctive relief for a nationwide class or subclass of persons which,
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1 because of the amounts involved and the value of the request for damages
2 and injunctive relief, implicates the Class Action Fairness Act, 28 U.S.C. §§
3 1332(d), 1453, and 1711–1715.
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5 10. The United States District Court for the District of Montana also has original
6 subject matter jurisdiction over the Magnuson-Moss Warranty Act claim,
7 15 U.S.C. §2301, pursuant to 28 U.S.C. §1331.
8

9 11. The United States District Court for the District of Montana can exercise
10 supplemental jurisdiction over the Class members’ state law claims under
11 28 U.S.C. §1367.
12

13 12. Venue is proper in the United States District Court for the District of Montana
14 pursuant to 28 U.S.C. §§ 1391(b)-(c) and 1441(a) because Plaintiff Eric Melson
15 resides in this District. Defendant’s contacts with this District are sufficient to
16 subject it to personal jurisdiction since at all relevant times it had regular and
17 systematic contacts with the State of Montana, in which it does business and
18 places Promaster Vans and other vehicle models with Pentastar engines in
19 the stream of commerce.
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22 13. Venue is proper in this division because Plaintiff Eric Melson resides in this
23 division.
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PARTIES

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- 2 14. Plaintiff Eric Melson is a Montana resident and citizen of the State of
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- 4 Montana who purchased and now owns a Promaster Van with the 3.6 liter
- 5 V-6 Pentastar engine that had the Design and Manufacturing Defects.
- 6
- 7 15. Defendant FCA US LLC is a Delaware limited liability company with its
- 8 principal place of business located in Auburn Hills, Michigan.
- 9

THE DEFECT

- 10
- 11 16. Chrysler designed and manufactured the 3.6 liter V-6 Pentastar engine for
- 12 placement into certain Chrysler model vehicles, including the Promaster
- 13 Van, from 2011-2017.
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- 15
- 16 17. Due to the Design and Manufacturing Defect, the left cylinder head on
- 17 many of the Pentastar engines failed after normal driving resulted in
- 18 excessive wear on the left cylinder head.
- 19
- 20 18. Chrysler discovered the Design and Manufacturing Defects in 2012 when
- 21 thousands of customers complained that their new vehicles were exhibiting
- 22 a ticking sound and illuminating a check engine light.
- 23
- 24
- 25 19. Customers filed numerous complaints both with Chrysler and with the
- 26 National Highway Traffic Safety Administration.
- 27
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1 20. Chrysler extended its warranty to ten years or 150,000 miles for its
2 customers whose vehicles with Pentastar engines developed the ticking
3 caused by excessive wear of the left cylinder head.
4

5 21. Under the extended warranty, Chrysler customers with the Pentastar tick
6 could replace the left cylinder head with a new part with a design
7 modification.
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10 22. Chrysler claims it made the design modification for the left cylinder head in
11 August 2012.
12

13 23. In August 2012, Doug Betts, Chrysler senior vice president for quality,
14 acknowledged that more problem cylinder heads could surface in the
15 future.
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17 **PLAINTIFF'S EXPERIENCES**
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19 24. On November 30, 2016, Plaintiff purchased a used 2014 Ram Promaster
20 1500 van for personal use from Lanard & Axilund, LLC, a business in
21 Philadelphia, Pennsylvania. Upon pick up date, the vehicle had 40,258
22 miles.
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25 25. Plaintiff drove the van to his residence in Montana with no issues.

26 26. In the spring of 2019, a noticeable ticking noise began emanating from the
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1 engine.

2 27. In August, 2019, Plaintiff's van developed a significant oil and coolant leak
3 that was discovered by the local Chrysler dealership, Lithia Dodge of
4 Missoula. Lithia Dodge found the oil leak was coming from the oil filter
5 housing unit and needed to be replaced. On August 21, 2019, Plaintiff had
6 the service performed at an independent repair shop, Romer's Point S in
7 Missoula, Montana.
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11 28. On October 7, 2019, an oil change technician at Romer's Point S noted a
12 "weird clicking noise" and suggested that Plaintiff have an engine repair
13 shop take a deeper look.
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16 29. On November 4, 2019, Plaintiff took his van to Clunker Auto, LLC, in
17 Missoula, Montana.
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19 30. Technicians at Clunker Auto immediately recognized the loud ticking noise
20 made by the Plaintiff's vehicle's engine as the familiar "Pentastar Tick," and
21 directed Plaintiff to take his van to the Chrysler dealership because the
22 repair would be covered under an extended warranty specific to this very
23 issue.
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26 31. On November 13, 2019, Plaintiff took his van to the Chrysler dealership in
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1 Missoula, Lithia Dodge.

2 32. After technicians evaluated Plaintiff's van, Chad Minckler at Lithia Dodge
3 called Plaintiff and informed him that his van's problem was the "Pentastar
4 Tick."
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7 33. The Lithia Dodge technician noted "engine code P0306 (cylinder misfire #6)
8 in PCM. monitored the misfire and found #6 misfire coming up consistently
9 but not enough to set an active code yet."
10

11 34. Lithia Dodge technicians performed a leak down test on cylinder #6 and
12 found the exhaust valve was leaking and recommended replacing the entire
13 left side cylinder head, gasket, cams, lifters and rockers for a repair cost of
14 \$3,930.
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17 35. Chad Minckler informed Plaintiff that Plaintiff's vehicle was not eligible for
18 the extended warranty to fix the Pentastar tick because Plaintiff's vehicle's
19 VIN for my vehicle was not listed on the X85 Warranty chart, therefore
20 Chrysler would not pay for the needed repair to Plaintiff's vehicle under the
21 extended warranty.
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25 36. Plaintiff called Chrysler's Customer Care number and filed a complaint,
26 #68094474. Several Chrysler customer care representatives informed
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1 Plaintiff that his vehicle was not on the extended warranty list and that
2 Chrysler would offer no additional support for his problem.

3
4 37. Plaintiff’s van was manufactured in October, 2013 in Coahuila, Mexico.

5 38. The faulty left cylinder head that produced the Pentastar tick was an issue
6 known to Chrysler for vehicles manufactured at the Chrysler plants in
7 Coahuila, Mexico.
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10 39. The serial numbers of the Affected Components in Plaintiff’s van are the
11 same as in the vehicles that Chrysler covered in its extended warranty for
12 vehicles with the defective left cylinder head that caused the Pentastar tick.
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CLASS ALLEGATIONS

40. At the time of Plaintiff's and Class members' purchases of Class Vehicles, Chrysler failed to disclose the consumer complaints, malfunctions, safety

1 hazards, and material facts related to the Class Vehicles’ Design and
2 Manufacturing Defects and the Affected Components.

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4 41. Before Plaintiff’s and Class Members’ purchases of Class Vehicles, Plaintiff
5 and Class Members were not informed of or made aware of the Class
6 Vehicles’ Design and Manufacturing Defects and the Affected Components.
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8 42. Chrysler was in a superior position to know the facts surrounding the Class
9 Vehicles’ Design and Manufacturing Defects and the Affected Components,
10 and to know that they are latent and not easily discoverable.
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13 43. Chrysler deliberately concealed the Class Vehicles’ Design and
14 Manufacturing Defects and the Affected Components with the intent of
15 preventing owners and lessees from seeking relief before the expiration of
16 their express warranties.
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19 44. Chrysler had a continuing duty to consumers to disclose the facts that it
20 knew about the Class Vehicles’ Design and Manufacturing Defects and the
21 Affected Components and the potential safety hazards, regardless of the
22 presence of any applicable warranty.
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25 45. If Chrysler had disclosed the Class Vehicles’ Design and Manufacturing
26 Defects and the Affected Components, Plaintiff and Class Members would
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1 not have purchased the Class Vehicles or would have paid significantly less
2 for them. Plaintiff and Class Members were denied information material to
3 their purchase and willingness to use the Class Vehicles.
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5 46. Due to the Class Vehicles’ Design and Manufacturing Defects and the
6 Affected Components, the value of the Class Vehicles at the time of
7 purchase or lease was less than the amounts Class Members paid.
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10 47. The Class Vehicles’ Design and Manufacturing Defects and the Affected
11 Components cause the Class Vehicles to lose value, including trade-in and
12 re-sale value.
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14 48. The Class Vehicles’ Design and Manufacturing Defects and the Affected
15 Components cause Class Members to face repair costs, to lose use and
16 enjoyment of their Class Vehicles, and to suffer a loss of time and suffering
17 the burden of arranging and obtaining repairs.
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19

20 **PROPOSED CLASS**

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22 49. Plaintiff brings this case as a class action under FRCP23(b)(2) and/or
23 23(b)(3) on behalf of the following Class:

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25 All persons in the United States who purchased or leased a 2012-2018
26 Chrysler vehicle with a 3.6 liter V-6 Pentastar engine who were excluded
27 from Chrysler’s extended warranty of 10 years or 150,000 miles for repairs
28 on the left cylinder head.

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2 50. Plaintiff also brings this case on behalf of the following Subclass:

3 All persons in Montana who purchased or leased a 2012-2018 Chrysler
4 vehicle with a 3.6 liter V-6 Pentastar engine who were excluded from
5 Chrysler's extended warranty of 10 years or 150,000 miles for repairs on
6 the left cylinder head.

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8 **CLASS CERTIFICATION ALLEGATIONS**

9 51. Numerosity. The Class is comprised of hundreds or thousands of Chrysler
10 vehicle owners throughout the United States and Montana, making joinder
11 impossible.

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13 52. Commonality. Questions of law and fact exist that are common to all Class
14 and Subclass Members, and predominate over any questions that affect
15 only individual Class and Subclass members, including, inter alia:

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18 a. Whether Class Vehicles suffer from the Design and Manufacturing
19 Defects and the Affected Components;
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21 b. Whether the Design and Manufacturing Defects and the Affected
22 Components existed at the time the Class Vehicles entered the stream
23 of commerce;
24
25 c. Whether Chrysler knew or should have known about the Design and
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Manufacturing Defects and the Affected Components;

d. Whether Chrysler failed to disclose Design and Manufacturing Defects and the Affected Components it was aware of at the time Class members purchased the Class Vehicles or thereafter;

e. Whether Chrysler breached its express warranties by failing to permanently repair or refusing to repair the Design and Manufacturing Defects and the Affected Components for Class Members;

f. Whether Chrysler acted or refused to act on grounds generally applicable to the Class, thereby making the award of equitable relief appropriate to the Class as a whole;

g. Whether Chrysler’s conduct violates federal law pursuant to the Magnuson-Moss Warranty Act;

h. Whether the Design and Manufacturing Defects and the Affected Components diminish the value of the Class Vehicles;

i. Whether Chrysler’s failure to disclose the Design and Manufacturing Defects and the Affected Components constitutes an unfair or deceptive business practice in violation of the Montana Unfair Trade Practices and Consumer Protection Act.

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- 53. Typicality. Plaintiff’s claims are typical of claims of Class Members.
- 54. Adequacy. Plaintiff is an adequate representative of the proposed Class and Subclass because his interests do not conflict with the interests of the members of the Class and Subclass he seeks to represent. Plaintiff retained counsel who are competent and experienced in complex class action litigation, and prosecute vigorously on behalf of Class Members.
- 55. Superiority. A class action is superior to other available means for the fair and efficient adjudication of this dispute. The injury suffered by each Class and Subclass Member, while meaningful on an individual basis, is not of such magnitude to make the prosecution of individual actions against Chrysler economically feasible. Even if Class and Subclass Members themselves could afford individualized litigation, the court system could not. In addition to the burden and expense of managing many actions arising from the Design and Manufacturing Defects and the Affected Components, individualized litigation increases the delay and expense to all parties and the court system presented by the legal and factual issues of the case. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economy of

scale, and comprehensive supervision by a single court.

56. In the alternative, the proposed Class and Subclass may be certified because:

a. The prosecution of separate actions by the individual members of the proposed Class and Subclass would create a risk of inconsistent adjudications, which could establish incompatible standards of conduct for Chrysler;

b. The prosecution of individual actions could result in adjudications that, as a practical matter, would be dispositive of interests of non-party Class Members, or that would substantially impair their ability to protect their interests; and

c. Chrysler acted or refused to act on grounds generally applicable to the proposed Class and Subclass, thereby making appropriate final and injunctive relief with respect to members of the proposed Class and Subclass as a whole.

57. Predominance. This class action is appropriate for certification because questions of law and fact common to Class Members and Subclass Members predominate over questions affecting only individual members.

1 58. Class-wide injunctive, declaratory, or equitable relief is appropriate.

2 **TOLLING OF STATUTES OF LIMITATIONS**

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4 59. Active Concealment Tolling. Any statutes of limitations are tolled by
5 Chrysler's knowing and active omission and concealment of the Design and
6 Manufacturing Defects and the Affected Components at the point of sale,
7 and Chrysler's active concealment of the Design and Manufacturing Defects
8 and the Affected Components after the point of sale and prior to the
9 expiration of the express warranties. Chrysler had a duty to disclose the
10 Design and Manufacturing Defects and the Affected Components and the
11 related safety risks to Plaintiff and Class and Subclass Members because
12 Chrysler had superior knowledge of the Design and Manufacturing Defects
13 and the Affected Components, and these Design and Manufacturing
14 Defects and the Affected Components were neither known to, nor easily
15 discoverable by, Plaintiff and all Class and Subclass Members.
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22 60. Despite its affirmative duty to disclose the nature and existence of the
23 Design and Manufacturing Defects and the Affected Components, Chrysler
24 kept Plaintiff and Class and Subclass Members ignorant of vital information
25 essential to the pursuant of their claims, without any fault of lack of
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1 diligence on the part of Plaintiff and Class and Subclass Members.

2 61. The details of Chrysler's efforts to conceal its above-described unlawful
3 conduct are in its possession, custody, and control, to the exclusion of
4 Plaintiff and Class and Subclass Members.
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6
7 62. Estoppel. Chrysler was and is under a continuing duty to disclose to Plaintiff
8 and Class and Subclass Members the true character, quality, and nature of
9 the Design and Manufacturing Defects and the Affected Components. At all
10 relevant times, and continuing to this day, Chrysler knowingly,
11 affirmatively, and actively misrepresented and omitted the true character,
12 quality, and nature of the problems cause by the Design and Manufacturing
13 Defects and the Affected Components. The details of Chrysler's knowledge
14 and omissions are in its possession, custody, and control, to the exclusion
15 of Plaintiff and Class Members. Plaintiff and Class Members reasonably
16 relied on Chrysler's knowing and/or omissions. Based on the foregoing,
17 Chrysler is estopped from relying on any statutes of limitation in defense of
18 this action.
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25 63. Equitable Tolling. Chrysler took active steps to conceal the fact that it
26 wrongfully, improperly, illegally, and repeatedly manufactured, marketed,
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1 distributed, sold, and/or leased the Class Vehicles with the Design and
2 Manufacturing Defects and the Affected Components. The details of
3 Chrysler's efforts to conceal the Design and Manufacturing Defects and the
4 Affected Components are in its possession, custody, and control, to the
5 exclusion of Plaintiff and Class Members.
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8 64. Chrysler's failure to disclose and its active concealment of the Design and
9 Manufacturing Defects and the Affected Components amounts to bad faith
10 and deception in and of itself.
11

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13 65. When Plaintiff learned about this material information, he exercised due
14 diligence by thoroughly investigating the situation, retaining counsel, and
15 pursuing his claims. Should it be necessary, therefore, all applicable
16 statutes of limitation are tolled under the doctrine of equitable tolling.
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19 66. Given Chrysler's active and knowing concealment of the Design and
20 Manufacturing Defects and the Affected Components, equitable tolling of
21 the statutes of limitations applicable to the causes of action brought in this
22 case is appropriate.
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25 67. Plaintiff and Class and Subclass Members could not have reasonably
26 discovered the true reasons for the Design and Manufacturing Defects and
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28

1 the Affected Components until the recent investigation that led to the filing
2 of this Complaint.

3
4 **CLAIMS**

5 **Count 1**

6 **Breach of Express Warranties**

- 7
- 8 68. Plaintiff incorporates by reference all paragraphs in this Complaint.
- 9
- 10 69. Chrysler expressly warranted that it would cover the cost of all parts and
11 labor needed to repair any item on the Class Vehicles when they left the
12 manufacturing plant that is defective in material, workmanship, or factory
13 preparation.
- 14
- 15
- 16 70. Chrysler materially breached its express warranties by manufacturing,
17 selling, and leasing vehicles that contained the Design and Manufacturing
18 Defects and the Affected Components, which rendered the vehicles unsafe
19 or unfit for use as warranted.
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- 22 71. Chrysler was put on notice of the breach by Plaintiff’s efforts to get the
23 vehicle repaired at Chrysler’s authorized dealership.
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- 25 72. As a result of Chrysler’s breach of warranties, Class Members have
26 sustained damages, including diminished value of the Class Vehicles.
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73. Chrysler’s time limits on its warranties are unconscionable because Chrysler knew or had reason to know that Plaintiff and Class Members would not detect the Design and Manufacturing Defects and the Affected Components prior to the expiration of the warranty period, and that in some instances the Design and Manufacturing Defects and the Affected Components would manifest themselves after the expiration of the warranty period. By making false and misleading representations about the nature of the Design and Manufacturing Defects and the Affected Components, Chrysler further prevented Class Members from timely exercising their rights under the warranties.

74. Plaintiff and Class Members are entitled to recover all damages as a result of Chrysler’s breach of warranties in excess of \$5,000,000.

Count 2

Violation of the Magnuson-Moss Warranty Act

15 U.S.C. §2301 et sequelae

75. Plaintiff incorporates by reference all paragraphs of this Complaint.

76. Under the Magnuson-Moss Warranty Act, Class Members are “consumers,” Chrysler is a “supplier” and “warrantor,” and the Class Vehicles are

1 “consumer products.”

2 77. This Court meets the jurisdictional requirements under the Class Action
3 Fairness Act and has at least 100 plaintiffs, thus has original jurisdiction
4 under the Magnuson-Moss Warranty Act.
5

6 78. Pursuant to 15 U.S.C. §2301(d)(1), the Magnuson-Moss Warranty Act
7 provides a cause of action for any consumer who is damaged by the failure
8 of a warrantor to comply with a written or implied warranty.
9

10 79. Chrysler’s implied warranty of merchantability falls within the meaning of
11 the Magnuson-Moss Warranty Act, 15 U.S.C. §2301(7).
12

13 80. Chrysler breached its warranty as described in this Complaint. Without
14 limitation, all Class Vehicles suffer from common Design and Manufacturing
15 Defects and the Affected Components that manifest in the faulty left
16 cylinder head and is present at the point of sale.
17

18 81. Under the Magnuson-Moss Warranty Act, Chrysler was obligated to
19 disclose to Class Members the known Design and Manufacturing Defects
20 and the Affected Components in Class Vehicles, and was obligated to repair
21 or otherwise remedy the Design and Manufacturing Defects and the
22 Affected Components.
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82. Class Members are intended third-party beneficiaries of contracts between Chrysler and its dealers, and specifically of Chrysler’s implied warranties. The warranty agreements were designed for and intended to benefit consumers only.

83. Chrysler failed to meet its disclosure and remedy obligations, despite reasonable opportunity to do so.

84. Chrysler’s violation of the Magnuson-Moss Warranty Act caused damage to Class Members and entitles Class Members to statutory relief.

Count 3

Negligence

85. Plaintiff incorporates by reference all paragraphs in this Complaint.

86. Chrysler owed Plaintiff and Class Members a duty of reasonable care to properly produce the Class Vehicles’ engines and components and ensure that the Class Vehicles would operate safely and properly for their intended use.

87. Chrysler breached its duty by failing to ensure that the Pentastar engines used in Class Vehicles were free from defect.

88. Chrysler also breached its duty by failing to warn Plaintiff and Class

Members that the Pentastar engines used in Class Vehicles were not free from Design and Manufacturing Defects and the Affected Components or the safety hazards caused by them.

89. As a direct and proximate result of Chrysler’s negligence, Plaintiff and Class Members suffered damages.

Count 4

Breach of Implied Warranty

90. Plaintiff incorporates by reference all paragraphs in this Complaint.

91. Chrysler is a merchant that sells motor vehicles. There was a warranty implied in the transactions that the Class Vehicles were in a merchantable condition when Chrysler sold and Plaintiff and Class Members purchased the Class Vehicles.

92. Chrysler made representations to Plaintiff and Class Members that the Class Vehicles were of merchantable quality and fit for their ordinary purpose.

93. Chrysler breached these implied warranties. The Class Vehicles’ cylinder head failed to function properly, thus the Class Vehicles could not be safely

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1 driven.

2 94. Accordingly, the Class Vehicles failed to conform to Chrysler’s implied
3 warranty regarding their functionality and merchantability.
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5 95. As a direct and proximate result of Chrysler’s false and misleading
6 representations and breach of warranties or merchantability, Plaintiff and
7 Class Members suffered significant damages.
8

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10 **Count 5**

11 **Breach of Implied Warranty**

12 **MCA §30-2-314**

13 **Montana Subclass**
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15 96. Plaintiff incorporates by reference all paragraphs in this Complaint.
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17 97. Chrysler is a merchant that sells motor vehicles. Pursuant to MCA §30-2-
18 314, there was a warranty implied by law in the transaction that the Class
19 Vehicles were in a merchantable condition when Chrysler sold and Plaintiff
20 and Subclass Members purchased the Class Vehicles.
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22 98. Chrysler made representations to Plaintiff and Subclass Members that the
23 Class Vehicles were of merchantable quality and fit for their ordinary
24 purpose.
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99. Chrysler breached these implied warranties. The Class Vehicles’ cylinder head failed to function properly, thus the Class Vehicles could not be safely driven.

100. Accordingly, the Class Vehicles failed to conform to Chrysler’s implied warranty regarding their functionality and merchantability.

101. As a direct and proximate result of Chrysler’s false and misleading representations and breach of warranties or merchantability, Plaintiff and Subclass Members suffered significant damages

Count 6

Montana Consumer Protection Act

MCA §30-14-101 et sequelae

Montana Subclass

102. Plaintiff incorporates by reference all paragraphs in this Complaint.

103. The deceptive acts and practices of Chrysler in concealing the true nature of the Class Vehicles, as described in this Complaint, violate the Montana Consumer Protection Act.

104. Chrysler represented that the Class Vehicles have characteristics, uses, benefits, and qualities that the Class Vehicles do not in fact have, and

1 Chrysler advertised the Class Vehicles with the intent not to sell them with
2 the advertised qualities. Chrysler thus was engaged in unfair and deceptive
3 business practices in violation of Montana’s Consumer Protection Act.
4

5 105. As a direct and proximate result of Chrysler’s conduct, Plaintiff and Subclass
6 Members have suffered injury and economic damages and are entitled to
7 relief under MCA §30-14-133, including fees and treble damages.
8
9 Moreover, those Subclass Members who are “older persons” or “disabled
10 persons” are entitled to an additional award under MCA §30-14-144.
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13

14 **WHEREFORE**, Plaintiff demands judgment and relief against Chrysler as follows:
15

- 16 1. An Order certifying this case as a Class Action;
- 17 2. An Order appointing Plaintiff as the Class and Subclass
18 Representative;
- 19 3. An Order appointing Plaintiff’s counsel as Class Counsel.
- 20 4. Damages and other relief under statutory or common law;
- 21 5. Attorney's fees and costs as provided by any applicable provision of
22 law;
- 23 6. Pre- and post-judgment interest;
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- 7. Declaratory, injunctive, and equitable relief;
- 8. Such other and further relief as the Court deems just and equitable.

JURY DEMAND

Plaintiff, on behalf of himself and the proposed Class and Subclass,
demands a trial by jury on all issues so triable.

DATED this 27th day of March, 2020.

/s/Timothy M. Bechtold
BECHTOLD LAW FIRM, PLLC

/s/John Heenan
HEENAN & COOK, PLLC

ATTORNEYS FOR PLAINTIFF

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [FCA US Hit with Class Action Over Allegedly Refusing Warranty Coverage for Pentastar V-6 Engine Ticking 'Defect'](#)
