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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **EASTERN DIVISION**

13 JAMES NEU, individually,
14 and on behalf of all others similarly
15 situated,

16 Plaintiff,

17 v.

18 FCA US LLC and STELLANTIS N.V.,

19 Defendants.
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Case No.

JURY TRIAL DEMANDED

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CLASS ACTION COMPLAINT

Plaintiff James Neu, by and through his attorneys, files this action on behalf of himself and all others similarly situated against Defendants FCA US LLC and Stellantis N.V. (collectively, “Defendants” or “FCA”), and alleges as follows:

NATURE OF THE ACTION

1. Plaintiff brings this action individually and on behalf of a both a nationwide class and a class of California residents (collectively referred to herein as “Class Members”), for the benefit and protection of owners and lessees of model year 2017-2018 Ram 2500s and 2017-2018 Ram 3500s (collectively, the “Vehicles” or “Class Vehicles”).

2. As alleged herein, the Class Vehicles are unsafe and defective. The Vehicles have dangerous and defective hydraulic control units (“HCU”) and anti-lock braking system (“ABS”) modules that cause the ABS, cruise control, and traction control systems to become inoperable (the “Defect”). The Defect is due to defective materials used in the ABS and HCU. Without these systems, the Vehicles become more difficult to control and driving the Vehicles become especially dangerous in already dangerous road conditions, such as when the road is wet or snowy, as braking becomes much more difficult.

3. Defendants knew or should have known about the Defect before selling the Vehicles to Plaintiff and Class members. Defendants perform rigorous pre-sale testing and received numerous consumer complaints relating to the Defect. Their knowledge of the Defect is evidenced by a Technical Service Bulletin (“TSB”) regarding the faulty HCU and ABS.

4. The Class Vehicles did not perform as warranted and Defendants omitted information about the Defect.

1 various media, including, but not limited to, advertising on television, webpages,
2 internet streaming platforms, radio, and printed media.

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4 **PARTIES**

5 **Plaintiff James Neu**

6 10. Plaintiff James Neu resides in Menifee, California. Plaintiff Neu
7 owns a 2018 Ram 2500 Cummins Diesel with approximately 24,000 miles on the
8 odometer. Plaintiff Neu purchased his vehicle new in 2018, from Moss Brothers
9 Auto Group in Moreno Valley, California.

10 11. Before purchasing his Vehicle, Plaintiff Neu compared the vehicle to
11 other similar pickup trucks. Plaintiff Neu saw no representations from Defendants
12 that his vehicle contained a defect that would result in the malfunction of his ABS,
13 cruise control, and traction control.

14 12. Beginning in or about October or November 2022, Plaintiff Neu's
15 vehicle began to output warnings indicating that both the ABS and HCU modules
16 had failed. Concurrently, the cruise control in Plaintiff Neu's vehicle ceased to
17 function. Plaintiff Neu took his vehicle to Lake Elsinore Chrysler Dodge Jeep
18 Ram, DCH Chrysler Dodge Jeep Ram Fiat of Temecula, and a local independent
19 mechanic in Menifee, CA, where he was given estimates to repair the ABS and
20 HCU varying between \$1200.00 and \$1700.00. Plaintiff Neu has parked his
21 vehicle and is not driving it as of October or November 2022 as he is concerned
22 for his and his family's safety.

23 13. Had Defendants disclosed the Defect on their website, through their
24 dealership, in their warranty manual, or elsewhere prior to Plaintiff Neu
25 purchasing his Vehicle, Plaintiff Neu would not have made the purchase, or would
26 have paid less for the Vehicle. As a result, Plaintiff Neu received less than what he
27 paid for his Vehicle and did not receive the benefit of his bargain.

1 **Defendant FCA US LLC**

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3 14. Defendant FCA US LLC is a Delaware limited liability company
4 with its principal place of business in Auburn Hills, Michigan. Defendant FCA
5 US LLC designed, manufactured, marketed, distributed, leased, and sold, through
6 its authorized dealers, distributors, and other agents, the Class Vehicles in
7 California to Plaintiff and Class members.

8 15. FCA US LLC's authorized dealers are agents of FCA US LLC.
9 This agency is factually supported by at least the following: 1) FCA US LLC
10 issues TSBs to its dealerships relating to common issues in its vehicles, including
11 a TSB relating to the Defect; 2) FCA US LLC's warranty directs Class Vehicle
12 owners to present their vehicles to FCA US LLC's authorized dealerships for
13 repairs; and 3) FCA US LLC requires dealerships to submit detailed data to it
14 regarding repairs performed at dealerships.

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16 **Defendant Stellantis N.V.**

17 16. Defendant Stellantis N.V. is a Dutch corporation and is the parent
18 company of FCA US LLC.

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20 **SUBSTANTIVE ALLEGATIONS**

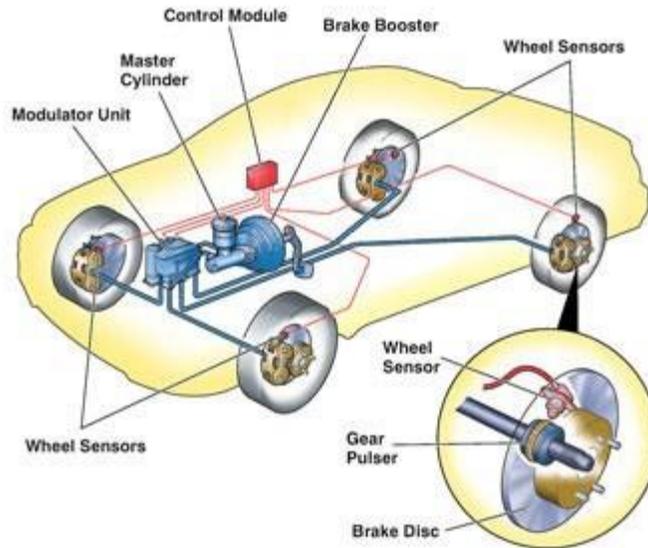
21 17. This action is brought against FCA on behalf of Plaintiff and a
22 nationwide class and class of California residents, respectively, who purchased
23 or leased model year 2017-2018 Ram 2500 vehicles and/or 2017-2018 Ram 3500
24 vehicles.

25 18. Defendants sell Class Vehicles to their authorized distributors and
26 dealerships, which, in turn, sell or lease those vehicles to consumers. After these
27 dealerships sell cars to consumers, including Plaintiff and members of the classes,
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1 they purchased additional inventory from Defendants to replace the vehicles sold
2 and leased, increasing Defendants’ revenues. Thus, Plaintiff’s and class members’
3 purchases of Vehicles accrue to the benefit of Defendants by increasing their
4 revenues.

5 **ABS and the Defect**

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7 19. ABS is an important safety feature in vehicles that prevents wheel
8 lock up during emergency braking or low traction situations—thereby helping
9 prevent loss of driver control. The ABS system has sensors that monitor the
10 deceleration of each wheel. If the deceleration occurs too rapidly, the other
11 components of the ABS system work to control the deceleration so that the wheel
12 does not lock up.¹ The ABS module is also a necessary component of other critical
13 safety features in the Vehicles, such as traction control. Below is a diagram of an
14 ABS system²:



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25 ¹ Karim Nice, *How Anti-Lock Brakes Work*, HOWSTUFFWORKS.COM,
26 <https://auto.howstuffworks.com/auto-parts/brakes/brake-types/anti-lock-brake.htm> (last
27 accessed May 19, 2022).

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27 ² *Inside the Tech: Anti-Lock Braking System (ABS)*, MOTOR WORKS (Aug. 15, 2017),
<https://www.motor-works.com/blog/inside-the-tech--anti-lock-braking-system--abs->.

1 24. Defendants perform extensive durability testing on their vehicles
2 before the vehicles are sold. FCA notes that “[s]ome of the most punishing vehicle
3 tests at [the Chrysler Technology Center] involve the Road Test Simulator (RTS),
4 also known by its well-earned nickname [] ‘The Shaker.’”⁷ FCA continues,
5 “[The Road Test Simulator] recreates the abuse vehicles endure at the hands of a
6 95th percentile customer – meaning a customer who drives the vehicle in more
7 severe conditions than 95 percent of all drivers. The Shaker mimics a wide range
8 of on-road and off-road driving surfaces and puts a lifetime of wear and tear on a
9 vehicle in only one month’s time.”⁸ FCA also states that it conducts “thousands of
10 simulated and laboratory tests” at the Chrysler Technology Center and more tests
11 at proving grounds across the world.⁹

12 25. FCA also employs a test fleet of vehicles to test reliability. FCA
13 claims, “Reliability test fleet vehicles are driven day and night on all kinds of
14 public road surfaces, at high and low altitudes and through blizzard conditions, as
15 well as dry, desert heat and hot, humid locations all over the globe.”¹⁰

16 26. In addition, Federal regulations require automobile manufacturers to
17 build vehicles that comply with the Federal Motor Vehicle Safety Standards (49
18 C.F.R. § 571). The existence of these standards necessarily requires Defendants to
19 extensively test its vehicles prior to selling them. Specifically, 49 CFR § 571.105
20 provides requirements for hydraulic and electric brake systems. Before selling the
21 Vehicles, FCA was required to ensure that the ABS worked properly.
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25 ⁷ *Quality is Everyone’s Mission at FCA US LLC*, STELLANTIS (August 31, 2015),
[https://media.stellantisnorthamerica.com/newsrelease.do?id=16717&mid=.](https://media.stellantisnorthamerica.com/newsrelease.do?id=16717&mid=)

26 ⁸ *Id.*

27 ⁹ *Id.*

28 ¹⁰ *Id.*

1 27. During the course of these and other quality validation testing
2 conducted by their engineers prior to their sale, Defendants became aware of the
3 Defect.

4 **NHTSA Complaints and Other Consumer Complaints**

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6 28. That Defendants knew of or should have known of the Defect is also
7 evidenced by the many NHTSA consumer complaints and complaints on web
8 forums regarding the Defect.

9 29. The prevalence of these consumer complaints provides evidence
10 that Defendants knew of, or should have known of, the Defect prior to selling the
11 Vehicles. Because the Defect is so widespread among the Vehicles and so many
12 consumers' Vehicles are experiencing the Defect, the Defect is even more likely to
13 have manifested during Defendants' pre-sale testing of the Vehicles.

14 30. Defendants specifically monitor customers' complaints made to
15 NHTSA. Federal law requires automakers like Defendants to be in close contact
16 with NHTSA regarding potential automobile defects, including imposing a legal
17 requirement (backed by criminal penalties) compelling the confidential disclosure
18 of defects and related data by automakers to NHTSA, including field reports,
19 customer complaints, and warranty data. See TREAD Act, Pub. L. No.
20 106-414, 114 Stat.1800 (2000).

21 31. Complaints of the Defect in the Vehicles date back to at least
22 October 29, 2018. Below are some examples of complaints from owners and
23 lessees of the Vehicles concerning the Defect available through NHTSA's
24 website:¹¹

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26 _____
27 ¹¹ NATIONAL HIGHWAY TRAFFIC SAFETY ADMIN., *Safety Issues & Recalls*,
28 <https://www.nhtsa.gov/recalls#vehicle> (last accessed May 19, 2022).

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October 29, 2018 NHTSA ID NUMBER: 11143741



Components: ELECTRONIC STABILITY CONTROL, SERVICE BRAKES

NHTSA ID Number: 11143741

Incident Date October 15, 2018

Consumer Location MEANSVILLE, GA

Vehicle Identification Number 3C6UR5DL8HG****

Summary of Complaint

CRASH	No	MY ABS TRACTION CONTROL LIGHT CAME ON INTERMITTENTLY PRIOR TO 36,000 MILES. TOOK TO DEALER AND THEY COULD NOT FIND PROBLEM. WITH 42,600 MILES LIGHTS HAVE COME ON AND SET A CODE. RAM HAS SAID THEY WILL NOT FIX THE PROBLEM. A COMPUTER HAS FAILED. THIS IS A SAFETY ISSUE AND SHOULD BE CORRECTED BY RAM. I DON'T KNOW IF THIS IS A CONTINUING PROBLEM IN THESE TRUCKS OR IF FAULTY PARTS WERE PLACED ON MINE. I WANT THIS ISSUE DULY NOTED. THE FAILED PARTS ARE THE ABS MODULE AND THE HYDRAULIC CONTROL UNIT. RAM HAS TOLD ME THAT THIS IS MY PROBLEM WHEN IT IS IN FACT THEIR PROBLEM WHICH THEY WILL NOT TAKE CARE OF.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

Vehicle

MAKE	MODEL	YEAR
RAM	2500	2017

September 2, 2019 NHTSA ID NUMBER: 11252781



Components: ELECTRONIC STABILITY CONTROL, SERVICE BRAKES

NHTSA ID Number: 11252781

Incident Date August 28, 2019

Consumer Location HEPHZIBAH, GA

Vehicle Identification Number 3C6UR5HLXHG****

Summary of Complaint

CRASH	No	INTERMITTENT MIL FOR ABS AND ELECTRONIC BRAKING SYSTEM, BECAME MORE FREQUENT OVER 1-2 WEEKS WHILE WAITING FOR APPOINTMENT AT DEALERSHIP (OUT OF TOWN). DAY OF THE APPOINTMENT, MIL CAME ON AND STAYED ON. DEALER READ CODES AND STATED 'INTERNAL CODES FOUND, REPLACE PUMP AND MODULE' THEN INFORMED ME PARTS WERE ON 'NATIONAL BACKORDER' VEHICLE HAS 46,500 MILES AT TIME OF FAILURE.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

Vehicle

MAKE	MODEL	YEAR
RAM	2500	2017

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April 29, 2022 NHTSA ID NUMBER: 11462815



Components: SERVICE BRAKES

NHTSA ID Number: 11462815

Incident Date September 6, 2021

Consumer Location JAMESTOWN, OH

Vehicle Identification Number 3C6UR5CL1HG****

Summary of Complaint

CRASH	No	The truck had this issue at 7800 miles when I purchased it and now at 33000 miles I have it diagnosed. The ABS control module and hydraulic control module have failed which causes the ABS to not work. This has caused the tires to skid during hard braking or winter weather. Luckily, I am aware of this issue and can anticipate braking needs and adjust accordingly.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

Vehicle

MAKE	MODEL	YEAR
RAM	2500	2017

December 17, 2019 NHTSA ID NUMBER: 11289725



Components: ELECTRICAL SYSTEM, ELECTRONIC STABILITY CONTROL, SERVICE BRAKES

NHTSA ID Number: 11289725

Incident Date December 17, 2019

Consumer Location HUMBLE, TX

Vehicle Identification Number 3C6UR5CL7JG****

Summary of Complaint

CRASH	No	WHILE OPERATING VEHICLE THE ABS AND TRACTION CONTROL LIGHTS WOULD FLASH ON AND OFF AND MESSAGE SERVICE ANTI LOCK BRAKE SYSTEM. THEN SERVICE ELECTRIC BRAKE SYSTEM WOULD FLASH IN MESSAGE CENTER. AFTER FLASHING ON AND OFF MULTIPLE TIMES THE MESSAGES SELF CLEARED AND LIGHTS WENT OUT
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

Vehicle

MAKE	MODEL	YEAR
RAM	2500	2018

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October 23, 2019 NHTSA ID NUMBER: 11270492



Components: SERVICE BRAKES

NHTSA ID Number: 11270492

Incident Date October 22, 2019

Consumer Location Unknown

Vehicle Identification Number 3C6UR5DL6JG****

Summary of Complaint

CRASH	No	WHILE DRIVING TO WORK ON A STATE HIGHWAY THE BRAKES ON MY VEHICLE FAILED. THE VEHICLE IS 10 MONTHS OLD AND HAS ~8000 MILES ON IT. THE ABS ACTIVATED WHILE NOT APPLYING THE BRAKES. WHEN I STEPPED ON THE BRAKES TO SLOW THE SPEED OF THE VEHICLE, THE VEHICLE TOOK MUCH LONGER TO SLOW DOWN AND OR STOP. AFTER WHICH, THE ABS AND TRACTION CONTROL LIGHT CAME ON. THE LIGHT THEN BEGAN TO COME OFF AND ON WITHOUT A PATTERN. THE CAR WAS TAKEN TO THE DEALERSHIP AND THE ABS PUMP AND ABS CONTROL MODULE WERE REPLACED. THIS ISSUE OCCURRED WITHOUT WARNING. IF THE CONDITIONS HAD BEEN DIFFERENT, THIS LOSS IN BRAKING COULD HAVE CAUSED A SERIOUS ACCIDENT.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
RAM	2500	2018

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April 29, 2022 NHTSA ID NUMBER: 11462815



Components: SERVICE BRAKES

NHTSA ID Number: 11462815

Incident Date September 6, 2021

Consumer Location JAMESTOWN, OH

Vehicle Identification Number 3C6UR5CL1HG****

Summary of Complaint

CRASH	No	The truck had this issue at 7800 miles when I purchased it and now at 33000 miles I have it diagnosed. The ABS control module and hydraulic control module have failed which causes the ABS to not work. This has caused the tires to skid during hard braking or winter weather. Luckily, I am aware of this issue and can anticipate braking needs and adjust accordingly.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
RAM	2500	2017

December 17, 2019 NHTSA ID NUMBER: 11289725



Components: ELECTRICAL SYSTEM, ELECTRONIC STABILITY CONTROL, SERVICE BRAKES

NHTSA ID Number: 11289725

Incident Date December 17, 2019

Consumer Location HUMBLE, TX

Vehicle Identification Number 3C6UR5CL7JG****

Summary of Complaint

CRASH	No	WHILE OPERATING VEHICLE THE ABS AND TRACTION CONTROL LIGHTS WOULD FLASH ON AND OFF AND MESSAGE SERVICE ANTI LOCK BRAKE SYSTEM. THEN SERVICE ELECTRIC BRAKE SYSTEM WOULD FLASH IN MESSAGE CENTER. AFTER FLASHING ON AND OFF MULTIPLE TIMES THE MESSAGES SELF CLEARED AND LIGHTS WENT OUT
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
RAM	2500	2018

March 23, 2022 NHTSA ID NUMBER: 11458044



Components: ELECTRICAL SYSTEM, VEHICLE SPEED CONTROL, SERVICE BRAKES

NHTSA ID Number: 11458044

Incident Date March 23, 2022

Consumer Location SALADO, TX

Vehicle Identification Number 3C6UR5CL7JG****

Summary of Complaint

CRASH	No
FIRE	No
INJURIES	0
DEATHS	0

I have been having intermittent ABS/traction control lights flashing on my dash. When I hooked my truck up to my DTC code reader, it says I have a C0020-21 stored. ABS pump motorcontrol - general electrical failure. I have noticed thousands of complaints on various websites about the same issue. My truck only has 38,000 miles on it. This must be a defective part.....I called and asked my local dealership about this and they said its a very common issue. I believe it is a safety issue because it reduces the trucks ability to stop quickly, it may cause my truck to swerve in an emergency stop situation, and if this happens while the cruise control is on it turns the cruise control off unexpectedly. This happened to me in a bad rainstorm and caused my truck to swerve into the next lane over. I asked the dealer when they could get to repairing it and thy told me it would be months before they could repair it and it would cost approximately 1,800 dollars. They told me to just keep driving it with the error codes active. This is ridiculous. This part needs to be recalled because it affects thousands of vehicles and it is unsafe. My vehicle is available for inspection.

1 Affected Product ▾

Vehicle

MAKE	MODEL	YEAR
RAM	2500	2018

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August 9, 2021 NHTSA ID NUMBER: 11428358



Components: SERVICE BRAKES

NHTSA ID Number: 11428358

Incident Date August 7, 2021

Consumer Location DENISON, TX

Vehicle Identification Number 3C63RRKL8JG****

Summary of Complaint

CRASH	No	The abs and tc lights came on and beeped. The message board said service abs. The brake pedal became spongy and unresponsive. I called a dealership and they stated they have changed a bunch of hydraulic brake pumps on the ram pickup especially this year model. I asked is this a safety problem? After hesitation he said yes. My other ram is doing the same thing and I know of another 2018 a friend had changed at 10,000 miles.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
RAM	3500	2018

February 22, 2022 NHTSA ID NUMBER: 11453424



Components: UNKNOWN OR OTHER, SERVICE BRAKES

NHTSA ID Number: 11453424

Incident Date November 1, 2021

Consumer Location LOMPOC, CA

Vehicle Identification Number 3c63rrjl0jg****

Summary of Complaint

CRASH	No	ABS pump module failed with vehicle under 25K miles. Pump failed prematurely and failed while I was driving, disabling my ABS brakes. The ABS lights and check engine light did light up, it has since been replaced and there is no recall on this issue. Seems to be a common issue with FIAT Chrysler cars.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
RAM	3500	2018

April 28, 2022 NHTSA ID NUMBER: 11462539



Components: ELECTRICAL SYSTEM, VEHICLE SPEED CONTROL, SERVICE BRAKES

NHTSA ID Number: 11462539

Incident Date April 27, 2022

Consumer Location OAKLAND, CA

Vehicle Identification Number 3C63R3GL0JG****

Summary of Complaint

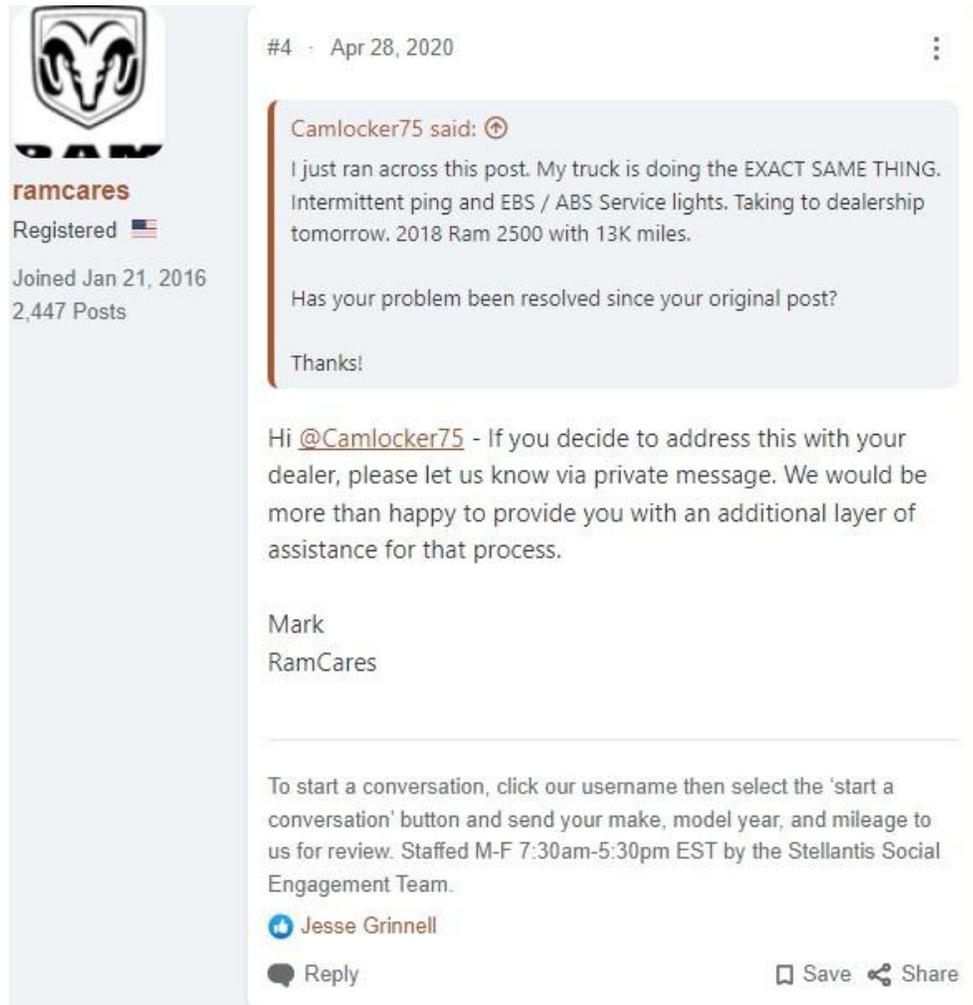
CRASH	No	The warning chirp occurred and the ABS and ESC lights came on the first two times. The incident happened so quickly I could not clearly determine which warning lights illuminated. On April 18 with just over 39,000 miles on the vehicle the chirping alarm and the ABS and ESC light illuminated. In addition two warnings appeared in the dash: "Service Antilock Brake System" and "Service Electronic Braking System." The warnings happened multiple times per minute in some cases. Other times the vehicle would go for many miles without the warning. Every time the warning chirp was heard the cruise control would disengage. I did not notice any problems with the brakes of the truck. In researching the issue I learned that many people are having this problem. I contacted Ram and they directed me to a dealer who diagnosed the C0020-01 fault code and that the hydraulic control unit (HCU) for the ABS system was defective. According the the TSB Ram has put out about the issue the ABS module could also be bad, but the first part of the repair it to replace the HCU and if the problem persists to then replace the ABS module. Ram apparently has an inconsistent level of support for owners experiencing this malfunction with some getting the repair done out of warranty, while others have to pay for the repair. Because it is brake related it seems this should be an item replaced as a safety issue, no matter what the mileage on the vehicle.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
RAM	3500	2018

1 32. But consumer complaints are not limited to NHTSA. Class
 2 members have also posted about the Defect on forums dedicated to the Subject
 3 Vehicles. One such forum topic, which was started on August 21, 2019, has over
 4 245 posts discussing the Defect.¹² The topic includes posts from Ram customer
 5 support agents under the username “ramcares” and the account’s posts note that
 6 the account is “[s]taffed . . . by the Stellantis Social Engagement team.”¹³ An
 7 example of one of the customer support posts is below¹⁴:



12 *Warnings About Service Electronic Brake System*, RAM FORUMZ,
 13 <https://www.ramforumz.com/threads/warnings-about-service-electronic-brake-system.269449/>
 14 (last accessed May 19, 2022).

13 *Id.*

14 *Id.*

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Plaintiff’s and Class Members’ Injuries

33. To date, Defendants have not demonstrated that they are capable of providing an adequate repair for the Defect, and Plaintiff and Class members do not know whether Defendants are capable of providing a repair for the Defect. As such, and without the benefit of discovery, it is for all practical purposes impossible to know at this time whether a remedy at law or in equity will provide the appropriate full relief for Plaintiff and Class members. As a result, Plaintiff, at this stage of the litigation, seeks both restitution and a remedy at law, where the claims so permit.

34. Plaintiff and Class members paid for Vehicles expecting that the Vehicles were not defective. Plaintiff and Class members are owed damages of the difference between the price that Plaintiff and Class members paid for the Vehicle and the price of the Vehicles with the Defect.

35. In addition, Plaintiff and Class members have suffered out-of-pocket losses related to obtaining replacements of ABS and HCU modules, damage to the Vehicles caused by the Defect, diminution in value of the Vehicles, costs associated with arranging and obtaining alternative means of transportation, and any other incidental and consequential damages recoverable under the law.

TOLLING OF THE STATUTE OF LIMITATIONS AND ESTOPPEL

36. Any applicable statute of limitations has been tolled by Defendants’ knowing and active concealment of the Defect and misrepresentations and omissions alleged herein. Through no fault or lack of diligence, Plaintiff and Class members were deceived regarding the Class Vehicles and could not reasonably discover the Defect or Defendants’ deception with respect to the Defect.

1 of Civil Procedure 23(b)(2) and (3), seeks to represent the following Nationwide
2 Class:

3 All individuals who own, owned, lease, or leased model year 2017-2018
4 Ram 2500 vehicles and 2017-2018 Ram 3500 vehicles purchased or leased
5 in the United States and its territories

6 42. Plaintiff Neu, individually, and as a class action on behalf of
7 similarly situated purchasers and lessees of the Vehicles pursuant to Federal Rule
8 of Civil Procedure 23(b)(2) and (3), seeks to represent the following California
9 Subclass:

10 All California residents who own, owned, lease, or leased model year
11 2017-2018 Ram 2500 vehicles and 2017-2018 Ram 3500 vehicles
12 purchased or leased in the United States and its territories

13 43. Excluded from the Nationwide Class and the California Subclass are
14 Defendants, as well as Defendants' affiliates, employees, officers and directors,
15 and the judge to whom this case is assigned. Plaintiff reserves the right to amend
16 the definition of the classes if discovery and/or further investigation reveal that
17 the classes should be expanded or otherwise modified.

18 44. Certification of Plaintiff's claims for class-wide treatment is
19 appropriate because Plaintiff can prove the elements of his claims on a class-wide
20 basis using the same evidence as would be used to prove those elements in
21 individual actions alleging the same claims.

22 45. **Numerosity**: The members of each of the Nationwide Class and
23 the California Subclass, respectively, are so numerous that joinder of all
24 class members in a single proceeding would be impracticable. While the exact
25 number and identities of individual members of each of the Classes is unknown at
26 this time, such information being in the sole possession of Defendants and
27 obtainable by Plaintiff only through the discovery process, Plaintiff believes, and
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1 on that basis alleges, that thousands of Class Vehicles have been sold and leased
2 Nationwide and in California, respectively.

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4 **Existence/Predominance of Common Questions of Fact and Law:**

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6 46. Common questions of law and fact exist as to all Class Members
7 and predominate over questions affecting only individual Class Members. Such
8 common questions of law or fact include, *inter alia*:

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10 a. whether Defendants engaged in the conduct alleged herein;
11 b. whether Defendants omitted and misrepresented material facts to
12 purchasers and lessees of Class Vehicles;
13 c. whether Defendants' omissions and misrepresentations regarding
14 the Class Vehicles were likely to mislead a reasonable consumer;
15 d. whether Defendants breached implied warranties with Plaintiff
16 and Class members when it produced, distributed, and sold the
17 Class Vehicles;
18 e. whether Plaintiff's and Class members' Vehicles were worth
19 less than as represented as a result of the Defect and conduct
20 alleged herein;
21 f. whether Plaintiff and Class members have been damaged and,
22 if so, the extent of such damages; and
23 g. whether Plaintiff and Class members are entitled to equitable
24 relief, including, but not limited to, restitution and injunctive
25 relief.

26 47. Defendants engaged in a common course of conduct giving rise to
27 the legal rights sought to be enforced by Plaintiff individually and on behalf of the
28 other class members. Similar or identical common law violations, business

1 practices, and injuries are involved. Individual questions, if any, are substantially
2 overcome, in both quality and quantity, by the numerous common questions that
3 dominate this action.

4 48. **Typicality:** Plaintiff's claims are typical of the claims of the other
5 Class members because, among other things, Plaintiff and the other Class
6 members were injured through the substantially uniform misconduct described
7 above. As with Plaintiff, Class members also purchased or leased a Class Vehicle
8 containing the Defect. Plaintiff is advancing the same claims and legal theories on
9 behalf of himself and all other class members, and no defense is available to
10 Defendants that is unique to Plaintiff. The same events giving rise to Plaintiff's
11 claims for relief are identical to those giving rise to the claims of all Class
12 members. Plaintiff and Class members sustained monetary and economic injuries
13 including, but not limited to, ascertainable losses arising out of Defendants'
14 wrongful conduct in selling/leasing and failing to adequately remedy the Defect.

15 49. **Adequacy:** Plaintiff is an adequate class representative because he
16 will fairly represent the interests of the class. Plaintiff has retained counsel with
17 substantial experience in prosecuting consumer class actions, including consumer
18 fraud and automobile defect class action cases. Plaintiff and his counsel are
19 committed to prosecuting this action vigorously on behalf of the class they seekk
20 to represent and have the resources to do so. Neither Plaintiff nor his counsel have
21 any interest adverse or antagonistic to those of the Class.

22 50. **Superiority:** A class action is superior to any other available means
23 for the fair and efficient adjudication of this controversy, and no unusual
24 difficulties are likely to be encountered in the management of this class action.
25 The damages or other detriment suffered by Plaintiff and Class members are
26 relatively small compared to the burden and expense that would be required to
27 individually litigate their claims against Defendants, so it would be impracticable
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1 for Class members to individually seek redress for Defendants' wrongful conduct.
2 Even if Class members could afford individual litigation, the court system should
3 not be required to undertake such an unnecessary burden. Individualized litigation
4 would also create a potential for inconsistent or contradictory judgments and
5 increase the delay and expense to all parties and the court system. By contrast, the
6 class action device presents no significant management difficulties, if any, and
7 provides the benefits of single adjudication, economy of scale, and comprehensive
8 supervision by a single court.

9 51. Defendants have acted and refused to act on grounds generally
10 applicable to the Class, making appropriate final injunctive relief with respect to
11 each class as a whole.

12 52. Upon information and belief, Class members can be readily identified
13 and notified based upon, *inter alia*, the records (including databases, e-mails,
14 dealership records and files, etc.) Defendants maintain regarding their sales and
15 leases of Class Vehicles.

16 53. Unless the classes are certified, Defendants will improperly retain
17 monies that they received from Plaintiff and Class members as a result of their
18 conduct.

19
20 **CAUSES OF ACTION**
21 **COUNT I**

22 **VIOLATION OF MAGNUSON-MOSS WARRANTY ACT**
23 **(15 U.S.C. § 2301, *et seq.*)**
24 **(Brought on behalf of Plaintiff and the Nationwide Class)**

25 54. Plaintiff and the Class incorporate by reference and reallege all
26 paragraphs alleged herein. This Count is asserted by the Nationwide Class.

27 55. This Court has jurisdiction to decide claims brought under 15 U.S.C.
28 § 2301 by virtue of 15 U.S.C. § 2310 (d)(1)(b).

1 56. Plaintiff is a "consumer" within the meaning of the Magnuson-Moss
2 Warranty Act, 15 U.S.C. § 2301(3).

3 57. FCA is a "supplier" and "warrantor" within the meaning of the
4 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

5 58. The Class Vehicles are "consumer products" within the meaning of
6 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

7 59. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer
8 who is damaged by the failure of a warrantor to comply with a written or implied
9 warranty.

10 60. FCA's express warranties are written warranties within the meaning
11 of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The Class Vehicles'
12 implied warranties are covered under 15 U.S.C. § 2301(7).

13 61. FCA breached these warranties as described in more detail above, but
14 generally by not repairing or adjusting the Class Vehicles' materials and
15 workmanship defects; providing Class Vehicles not in merchantable condition and
16 which present an unreasonable risk of brake failure and not fit for the ordinary
17 purpose for which vehicles are used; providing Class Vehicles that were not fully
18 operational, safe, or reliable; and not curing defects and nonconformities once
19 they were identified.

20 62. Plaintiff and Class members have had sufficient direct dealings with
21 either the Defendants or their agents (dealerships) to establish privity of contract
22 between Plaintiff and the Class members. Notwithstanding this, privity is not
23 required in this case because Plaintiff and Class members are intended third-party
24 beneficiaries of contracts between Toyota and its dealers; specifically, they are the
25 intended beneficiaries of Toyota's implied warranties. The dealers were not
26 intended to be the ultimate consumers of the Defective Class Vehicles and have
27 no rights under the warranty agreements provided with the Defective Class
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1 Vehicles. The warranty agreements were designed for and intended to benefit the
2 ultimate consumers only. Finally, privity is also not required because Plaintiff's
3 and Class members' Defective Class Vehicles are dangerous instrumentalities due
4 to the aforementioned defects and nonconformities.

5
6 **COUNT II**
7 **Breach of the Implied Warranty of Merchantability**
8 **(Brought on Behalf of Plaintiff and the California Subclass)**

9 63. Plaintiff, on behalf of himself and the California Subclass (“Class”
10 for the purposes of this claim) realleges and incorporates by reference all
11 preceding paragraphs as though fully set forth herein.

12 64. Defendants are and were at all relevant times merchants with
13 respect to the Vehicles, and manufactured, distributed, warranted, and sold the
14 Vehicles.

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

17 66. Plaintiff and Class members purchased or leased the Vehicles
18 manufactured and sold by Defendants in consumer transactions.

19 67. The Vehicles, when sold and at all times thereafter, were not in
20 merchantable condition and the HCU and ABS module were not in merchantable
21 condition and were not fit for the ordinary purpose for which cars are used. The
22 Vehicles left Defendants’ possession and control with defective HCU and ABS
23 modules that rendered them at all times thereafter unmerchantable, unfit for
24 ordinary use, unsafe, and a threat to safety.

25 68. Defendants knew or should have known before the time of sale to
26 Plaintiff and the other Class members, or earlier, that the Vehicles were produced
27 with defective ABS modules that were unfit for ordinary use, that rendered the
28 Vehicles unfit for their ordinary purposes, and that posed a serious safety threat to

1 drivers, passengers, and everyone else sharing the road with the Vehicles. This
2 knowledge was based on Defendants' own industry standard internal validation of
3 its vehicles prior to launching a new model, internal testing, knowledge about and
4 familiarity with the ABS included in the Vehicles, and complaints by consumers
5 and third parties.

6 69. The existence and ubiquity of the Defect is illustrated by the
7 numerous consumer complaints that Defendants received.

8 70. Despite Plaintiff's and the other class members' normal, ordinary,
9 and intended uses, maintenance, and upkeep, the HCU and ABS modules of the
10 Vehicles experienced and continue to experience the Defect.

11 71. The defective HCU and ABS modules in the Vehicles and the
12 Vehicles themselves are, and at all times and were, not of fair or average quality,
13 and would not pass without objection.

14 72. All conditions precedent have occurred or been performed.

15 73. Plaintiff and Class members have used their Vehicles in a manner
16 consistent with the Vehicles' intended use, and have performed each and every
17 duty required under Defendants' warranty, including presentment, except as may
18 have been excused or prevented by the conduct of Defendants or by operation of
19 law in light of Defendants' unconscionable conduct described throughout this
20 Complaint.

21 74. Defendants received timely notice regarding the problems at issue in
22 this litigation and, notwithstanding such notice, have failed and refused to offer an
23 effective remedy.

24 75. In addition, upon information and belief, Defendants received
25 numerous complaints, notices of the need for repair and resulting safety issues,
26 and requests for warranty repairs and coverage relating to the Defect from other
27 members of the class.
28

1 76. In its capacity as a supplier and/or warrantor, and by the conduct
2 described herein, any attempt by Defendants to disclaim or otherwise limit express
3 warranties in a manner that would exclude or limit coverage for the Defect that
4 was present at the time of sale and/or lease, which Defendants knew or should
5 have known about prior to offering the Vehicles for sale or lease, and which
6 Defendants did not disclose and did not remedy prior to (or after) sale or
7 lease, is unconscionable, and Defendants should be estopped from pursuing such
8 defenses. Defendants' warranty disclaimers, exclusions, and limitations, to the
9 extent that they may be argued to apply, were, at the time of sale, and continue to
10 be, unconscionable and unenforceable to disclaim liability for a known, latent
11 defect. Defendants knew or should have known when they first made these
12 warranties and their limitations that the Defect existed, and the warranties might
13 expire before a reasonable consumer would notice or observe the Defect.
14 Defendants also failed to take necessary actions to adequately disclose or cure the
15 Defect after the existence of the Defect came to the public's attention and sat on its
16 reasonable opportunity to cure or remedy the Defect, its breaches of warranty, and
17 consumers' losses. Under these circumstances, it would be futile to enforce any
18 informal resolution procedures or give Defendants any more time to cure the
19 Defect or cure its breaches of warranty.

20 77. As such, Defendants should be estopped from disclaiming liability for
21 their actions.

22 78. Privity of contract is not required for consumer implied warranty
23 claims under the relevant laws. However, Plaintiff and Class members had
24 sufficient direct dealings with Defendants and their agents (dealers) to establish
25 privity of contract. Defendants, on the one hand, and Plaintiff and Class members,
26 on the other hand, are in privity because of FCA's New-Vehicle Limited
27 Warranty, which Defendants extended to Plaintiff and Class members.
28

1 fraudulent conduct, as alleged herein, Plaintiff and Class members have suffered
2 actual damages.

3 83. Defendants knew or should have known at the time of sale or lease
4 and thereafter that the Vehicles contained the Defect, omitted material information
5 about the safety of the Vehicles, and actively concealed the Defect.

6 84. Defendants possessed superior and exclusive knowledge regarding
7 the Defect, and therefore had a duty to disclose any information relating to the
8 safety and functionality of key safety features in the Vehicles.

9 85. The Defect is material to Plaintiff and Class members because
10 Plaintiff and Class members had a reasonable expectation that the Vehicles would
11 contain a non-defective ABS module and HCU. No reasonable consumer expects
12 a vehicle to contain a concealed Defect in materials or workmanship, such as the
13 Defect, as well as its associated safety risk.

14 86. Plaintiff and Class members would not have purchased or leased the
15 Vehicles but for Defendants' omissions and concealment of material facts
16 regarding the nature and quality of the Vehicles and the existence of the Defect
17 and corresponding safety risk, or would have paid less for the Vehicles.

18 87. Defendants knew their concealment and suppression of the Defect
19 was false and misleading and knew the effect of concealing those material facts.
20 Defendants knew their misstatements, concealment, and suppression of the Defect
21 would sell more Vehicles. Further, Defendants intended to induce Plaintiff and
22 Class members into purchasing or leasing the Vehicles in order to decrease costs
23 and increase profits.

24 88. Plaintiff and Class members reasonably relied upon Defendants'
25 knowing misrepresentations, concealment and omissions. As a direct and
26 proximate result of Defendants' misrepresentations, omissions and active
27 concealment of material facts regarding the Defect and the associated safety risk,
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1 Plaintiff and Class members have suffered actual damages in an amount to be
2 determined at trial.

3
4 **COUNT IV**
5 **Unjust Enrichment**
6 **(Brought on Behalf of Plaintiff and the California Subclass)**

7 89. Plaintiff, on behalf of himself and the California Subclass (“Class”
8 for the purposes of this claim) realleges and incorporates by reference all
9 preceding paragraphs as though fully set forth herein.

10 90. This claim is pleaded in the alternative to Counts I and II set forth
11 above.

12 91. As a direct and proximate result of Defendants’ omissions and its
13 failure to disclose the known Defect, Defendants have profited through the sale
14 and lease of the Vehicles. Although these Vehicles are purchased through
15 Defendants’ agents, the money from the Vehicle sales flows directly back to
16 Defendants.

17 92. As a result of its wrongful acts, concealments, and omissions of the
18 Defect in its Vehicles, as set forth above, Defendants charged a higher price for
19 the Vehicles than the Vehicles’ true value. Plaintiff and Class members paid that
20 higher price for their Vehicles to Defendants’ authorized distributors and dealers,
21 which are in Defendants’ control.

22 93. Additionally, as a direct and proximate result of Defendants’
23 failure to disclose known Defect in the Vehicles, Plaintiff and Class members
24 have Vehicles that will require high-cost repairs that can and therefore have
25 conferred an unjust substantial benefit upon Defendants.

26 94. Defendants have been unjustly enriched due to the known Defect in
27 the Vehicles through the money paid that earned interest or otherwise added to
28

1 Defendants' profits when said money should have remained with Plaintiff and
2 Class members.

3 95. As a result of the Defendants' unjust enrichment, Plaintiff and Class
4 members have suffered damages.

5 96. Equity and good conscience militate against allowing Defendants to
6 retain their ill-gotten gains, and requires disgorgement and restitution of the same.
7

8 **COUNT V**
9 **VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT**
10 **(CAL. CIV. CODE § 1750, *et seq.*)**
11 **(brought on behalf of Plaintiff and the California Subclass)**

12 97. Plaintiff, on behalf of the California Subclass ("Class" for the
13 purposes of this claim) realleges and incorporates by reference all preceding
14 paragraphs as though fully set forth herein.

15 98. FCA US LLC and Stellantis N.V. are "persons" under California
16 Civil Code § 1761(c).

17 99. Consumer Plaintiff Neu is a "consumer," as defined by California
18 Civil Code § 1761(d), who purchased or leased a Defective Vehicle.

19 100. The Defendants participated in unfair or deceptive acts or practices
20 that violated the Consumer Legal Remedies Act ("CLRA"), CAL. CIV. CODE §
21 1750, *et seq.*, as described above and below and are directly liable for such
22 violations. FCA US LLC is also liable for Stellantis N.V.'s violations of the
23 CLRA because it acts as Stellantis N.V.'s general agent in the United States for
24 purposes of sales and marketing.

25 101. By failing to adequately disclose and actively concealing the dangerous
26 and defective HCU and ABS modules that cause the ABS, cruise control, and
27 traction control systems to become inoperable, FCA engaged in deceptive
28 business practices prohibited by the CLRA, CAL. CIV. CODE § 1750, *et seq.*,

1 including (1) representing that the Class Vehicles have characteristics, uses,
2 benefits, and qualities which they do not have, (2) representing that the Class
3 Vehicles are of a particular standard, quality, and grade when they are not, (3)
4 advertising the Class Vehicles with the intent not to sell them as advertised, (4)
5 representing that a transaction involving the Class Vehicles confers or involves
6 rights, remedies, and obligations which it does not, and (5) representing that the
7 subject of a transaction involving the Class Vehicles has been supplied in
8 accordance with a previous representation when it has not.

9 102. The Defendants made numerous material statements about the safety
10 and reliability of the Class Vehicles that were either false or misleading. Each of
11 these statements contributed to the deceptive context of the Defendants' unlawful
12 advertising and representations as a whole.

13 103. Defendants knew that the HCU and ABS modules in the Class
14 Vehicles were defectively designed and/or manufactured, would fail without
15 warning, and was not suitable for their intended use. Defendants nevertheless
16 failed to warn consumers and Plaintiff about such inherent danger despite having a
17 duty to do so.

18 104. Defendants each owed Plaintiff Neu and the Class Members a duty to
19 disclose the Class Vehicles' dangerous risk of failure of the ABS, cruise control,
20 and traction control systems, and lack of adequate fail-safe mechanisms, because
21 Defendants:

- 22 a. Possessed exclusive knowledge of the defects rendering the Class
23 Vehicles inherently more dangerous and unreliable than similar
24 vehicles;
- 25 b. Intentionally concealed the hazardous situation with the Class
26 Vehicles through their deceptive marketing campaign and any related
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program that they designed to hide the life-threatening problems from Plaintiff and Class Members; and/or

- c. Made incomplete representations about the safety and reliability of the Class Vehicles generally, and their HBS and HCU modules in particular, while purposefully withholding material facts from Plaintiff and the Class Members that contradicted these representations.

105. Class Vehicles equipped with the defective HBS and HCU modules pose an unreasonable safety risk to Plaintiff Neu, passengers, other motorists, pedestrians, and the public at large, because they are susceptible failures that can hinder the ability to timely and effectively stop the vehicle on demand and/or to control the vehicle.

106. Whether or not a vehicle decelerates and stops when commanded to do so are facts that a reasonable consumer would consider important in selecting a vehicle to purchase or lease. When Plaintiff Neu and Class Members bought or leased a Defective Class Vehicle for personal, family, or household purposes, they reasonably expected that the ABS, cruise control, and traction control systems would not be subject to failure, and were equipped with any necessary fail-safe mechanisms.

107. Defendants' unfair or deceptive acts or practices were likely to, and did in fact, deceive reasonable consumers, including Plaintiff Neu, about the true safety and reliability of the Class Vehicles.

108. As a result of the violations of the CLRA detailed above, Defendants caused actual damage to Plaintiff Neu and Class Members and, if not stopped, will continue to harm Plaintiff Neu and Class Members. Plaintiff Neu currently owns a Class Vehicle that is defective and inherently unsafe. As a result of the Defect, Class Vehicles are worth less than they would have been absent the Defect.

1 114. Plaintiff Neu asserts this claim on behalf of Class Members that
2 purchased or leased a vehicle from FCA or a FCA dealership.

3 115. California Business and Professions Code § 17500 states: "It is
4 unlawful for any ... corporation ... with intent directly or indirectly to dispose of
5 real or personal property ... to induce the public to enter into any obligation
6 relating thereto, to make or disseminate or cause to be made or disseminated ...
7 from this state before the public in any state, in any newspaper or other
8 publication, or any advertising device, ... or in any other manner or means
9 whatever, including over the Internet, any statement ... which is untrue or
10 misleading, and which is known, or which by the exercise of reasonable care
11 should be known, to be untrue or misleading."

12 116. Defendants caused to be made or disseminated from and through
13 California and the United States, through advertising, marketing, and other
14 publications, statements that were untrue or misleading, and which were known,
15 or which by the exercise of reasonable care should have been known to
16 Defendants, to be untrue and misleading to consumers and Plaintiff Neu.

17 117. Defendants have violated section 17500 because the
18 misrepresentations and omissions regarding the safety and reliability of their
19 vehicles as set forth in this Complaint were material and likely to deceive a
20 reasonable consumer.

21 118. Plaintiff Neu and Class Members have suffered an injury in fact,
22 including the loss of money or property, as a result of Defendants' unfair,
23 unlawful, and/or deceptive practices. In purchasing his Class Vehicle, Plaintiff
24 Neu relied on the misrepresentations and/or omissions of FCA with respect to the
25 safety and reliability of the vehicles. FCA's representations turned out not to be
26 true because the vehicles are equipped with defective HBS and HCU modules that
27 can cause their ABS, cruise control, and traction control systems to fail. Had
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1 Plaintiff Neu known this, he would not have purchased the Class Vehicles and/or
2 paid as much for them.

3 119. Accordingly, Plaintiff Neu overpaid for his Class Vehicle and did not
4 receive the benefit of his bargain. One way to measure this overpayment, or lost
5 benefit of the bargain, at the moment of purchase is by the value consumers place
6 on the vehicles now that the truth has been exposed. Both trade-in prices and
7 auction prices for the Class Vehicles have declined as a result of Defendants'
8 misconduct. This decline in value measures the overpayment, or lost benefit of the
9 bargain, at the time of the Plaintiff's purchase.

10 120. All of the wrongful conduct alleged herein occurred, and continues to
11 occur, in the conduct of Defendants' business. Defendants' wrongful conduct is
12 part of a pattern or generalized course of conduct that is still perpetuated and
13 repeated, both in and from the State of California and nationwide.

14 121. Plaintiff Neu requests that this Court enter such orders or judgments
15 as may be necessary to enjoin Defendants from continuing their unfair, unlawful,
16 and/or deceptive practices and to restore to Plaintiff Neu and members of the
17 Class any money FCA acquired by unfair competition, including restitution and/or
18 restitutionary disgorgement, and for such other relief set forth below.

19
20 **COUNT VII**
21 **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**
22 **(CAL. COM. CODE § 2314)**
23 **(brought on behalf of Plaintiff and the California Subclass)**

24 122. Plaintiff, on behalf of the California Subclass ("Class," for the
25 purposes of this claim) realleges and incorporates by reference all preceding
26 paragraphs as though fully set forth herein.

1 123. FCA was, at all relevant times, the manufacturer, distributor,
2 warrantor, and/or seller of the Class Vehicles. FCA knew or had reason to know
3 of the specific use for which the Class Vehicles were purchased.

4 124. FCA provided Plaintiff Neu and Class members with an implied
5 warranty that the Class Vehicles and any parts thereof are merchantable and fit for
6 the ordinary purposes for which they were sold. However, the Class Vehicles are
7 not fit for their ordinary purpose of providing reasonably reliable and safe
8 transportation at the time of sale or thereafter because, *inter alia*, the Class
9 Vehicles suffered from a defect in the HBS and HCU modules at the time of sale.
10 Therefore, the Class Vehicles are not fit for their particular purpose of providing
11 safe and reliable transportation.

12 125. FCA impliedly warranted that the Class Vehicles were of
13 merchantable quality and fit for such use. This implied warranty included, among
14 other things: (i) a warranty that the Class Vehicles and their HBS and HCU
15 modules manufactured, supplied, distributed, and/or sold by FCA were safe and
16 reliable for the purpose for which they were installed; and (ii) a warranty that the
17 Class Vehicles would be fit for their intended use.

18 126. Contrary to the applicable implied warranties, the Class Vehicles at
19 the time of sale and thereafter were not fit for their ordinary and intended purpose
20 of providing Plaintiff Neu and the other Class members with reliable, durable, and
21 safe transportation.

22 127. Instead, the Class Vehicles suffer from a defective design(s) and/or
23 manufacturing defect(s).

24 128. FCA's actions, as complained of herein, breached the implied
25 warranty that the Class Vehicles were of merchantable quality and fit for such use.
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1 135. FCA's actions, as complained of herein, breached the implied
2 warranty that the Class Vehicles were of merchantable quality and fit for such use
3 in violation of California Civil Code §§ 1792 and 1791.1.
4

5 **COUNT IX**
6 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**
7 **(CAL. BUS. & PROF. CODE § 17200, *et seq.*)**
8 **(brought on behalf of Plaintiff and the California Subclass)**

9 136. Plaintiff, on behalf of the California Class ("Class," for the purposes
10 of this claim) realleges and incorporate by reference all preceding paragraphs as
11 though fully set forth herein.

12 137. Plaintiff asserts this claim on behalf of Class Members that purchased
13 or leased a vehicle from FCA or a FCA dealership.

14 138. California Business and Professions Code section 17200 prohibits
15 any "unlawful, unfair, or fraudulent business act or practices." Defendants have
16 engaged in unlawful, fraudulent, and unfair business acts and practices in
17 violation of the UCL.

18 139. The Defect presents and constitutes a safety issue that FCA has a
19 duty to disclose.

20 140. Defendants have violated the unlawful prong of section 17200 by
21 their violations of both the Consumer Legal Remedies Act, Cal. Civ. Code § 1750,
22 *et seq.*, and the False Advertising Law, Cal. Bus. And Prof. Code § 17500, as set
23 forth in Counts IV, and V, respectively, by the acts and practices set forth in this
24 Complaint.

25 141. Defendants have also violated the unlawful prong because
26 Defendants have engaged in business acts or practices that are unlawful because
27 they violate the National Traffic and Motor Vehicle Safety Act of 1996 (the
28 "Safety Act"), codified at 49 U.S.C. § 30101, *et seq.*, and its regulations.

1 142. Defendants have violated the fraudulent prong of section 17200
2 because the misrepresentations and omissions regarding the safety and reliability
3 of their vehicles as set forth in this Complaint were likely to deceive a reasonable
4 consumer, and the information would be material to a reasonable consumer.

5 143. Defendants have violated the unfair prong of section 17200 because
6 the acts and practices set forth in the Complaint, including the manufacture and
7 sale of vehicles with a defective and dangerous braking system and Defendants'
8 failure to adequately investigate, disclose, and remedy that defect, offend
9 established public policy, and because the harm they cause to consumers greatly
10 outweighs any benefits associated with those practices. Defendants' conduct has
11 also impaired competition within the automotive vehicles market and has
12 prevented Plaintiff Neu and Class Members from making fully informed decisions
13 about whether to purchase or lease the Class Vehicles and/or the price to be paid
14 to purchase or lease Class Vehicles.

15 144. Plaintiff Neu has suffered an injury in fact, including the loss of
16 money or property, as a result of Defendants' unfair, unlawful, and/or deceptive
17 practices. In purchasing his vehicle, Plaintiff Neu relied on the misrepresentations
18 and/or omissions of FCA with respect of the safety and reliability of the vehicle.
19 FCA's representations turned out not to be true because the Class Vehicles were
20 equipped with defective ABS and HCU modules.

21 145. Had Plaintiff Neu known this, he would not have purchased his Class
22 Vehicle and/or paid as much for it.

23 146. All of the wrongful conduct alleged herein occurred, and continues to
24 occur, in the conduct of Defendants' business. Defendants' wrongful conduct is
25 part of a pattern or generalized course of conduct that is still perpetuated and
26 repeated in the State of California.

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JURY DEMAND

Plaintiff demands a trial by jury on all causes of action so triable.

Dated: March 23, 2023

Respectfully submitted,

By: /s/ Stephen R. Basser
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*Application for admission *pro hac*
vice to be filed

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Says 2017-2018 Ram 2500, 3500 Equipped with Defective Anti-Lock Braking Systems](#)
