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UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

STEVE ZUEHLSDORF,  
 individually, and on behalf of a class  
 of similarly situated individuals,

Plaintiff,

v.

FCA US LLC, a Delaware limited  
 liability company,

Defendant.

Case No.: 5:17-cv-01870 FMO

**CLASS ACTION COMPLAINT  
 FOR:**

- (1) Violations of California’s Consumers Legal Remedies Act
- (2) Violations of Unfair Competition Law
- (3) Breach of Implied Warranty pursuant to Song-Beverly Consumer Warranty Act
- (4) Breach of Express Warranty
- (5) Breach of Written Warranty under the Magnuson-Moss Warranty Act
- (6) Breach of Implied Warranty under the Magnuson-Moss Warranty Act
- (7) Unjust Enrichment

**DEMAND FOR JURY TRIAL**



1 2009, Chrysler was reorganized as Chrysler Group LLC (now known as FCA US  
2 LLC, the Defendant in this action).

3 7. FCA US undertook affirmative measures to conceal failures and  
4 other malfunctions through, among other things, Technical Service Bulletins  
5 (“TSB”) issued to its authorized repair facilities.

6 8. Although FCA US was sufficiently aware of the CVT Defect from  
7 pre-production testing, design failure mode analysis, calls to its customer service  
8 hotline, and customer complaints made to dealers, this knowledge and  
9 information was exclusively in the possession of FCA US and its network of  
10 dealers and, therefore, unavailable to consumers.

11 9. The CVT Defect is material because it poses a serious safety  
12 concern. As attested by Class Members in scores of complaints to the National  
13 Highway Traffic Safety Administration, the CVT Defect can impair any driver’s  
14 ability to control his or her vehicle and greatly increase the risk of collision.

15 10. The CVT Defect is also a material fact because consumers can incur  
16 significant and unexpected repair costs. FCA US’s omission at the time of  
17 purchase of the CVT’s marked tendency to fail is material because no reasonable  
18 consumer expects to spend hundreds, if not thousands, of dollars to repair or  
19 replace essential transmission components.

20 11. Had FCA US disclosed the CVT Defect, Plaintiff and Class  
21 Members would not have purchased the Class Vehicles or would have paid less  
22 for them.

## 23 **THE PARTIES**

### 24 **Plaintiff Steve Zuehlsdorf**

25 12. Plaintiff Steve Zuehlsdorf is a California citizen who resides in  
26 Upland, California.

27 13. On or around October 27, 2012, Plaintiff Zuehlsdorf purchased a  
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1 new 2012 Jeep Compass with a CVT transmission from Redlands Chrysler Jeep  
2 Dodge Ram (“Redlands Jeep”), an authorized FCA US dealer in Redlands,  
3 California.

4 14. Plaintiff Zuehlsdorf purchased his Compass primarily for personal,  
5 family, or household use.

6 15. Passenger safety and reliability were important factors in Plaintiff  
7 Zuehlsdorf’s decision to purchase his vehicle. Before making his purchase,  
8 Plaintiff Zuehlsdorf test drove his vehicle with a dealership salesperson who  
9 made no reference to the CVT Defect. Plaintiff Zuehlsdorf believed that the  
10 Compass would be a safe and reliable vehicle. Plaintiff Zuehlsdorf also reviewed  
11 the vehicle’s Monroney Sticker or “window sticker” which listed official  
12 information about the vehicle, which also made no reference to the CVT Defect.

13 16. FCA US’s omissions were material to Plaintiff Zuehlsdorf. Had  
14 FCA US disclosed its knowledge of the CVT Defect before he purchased his  
15 2012 Jeep Compass, Plaintiff Zuehlsdorf would have seen and been aware of the  
16 disclosures. Furthermore, had he known of the CVT Defect, Plaintiff Zuehlsdorf  
17 would not have purchased his vehicle, or would have paid less for it.

18 17. After purchasing his Jeep Compass, Plaintiff Zuehlsdorf  
19 experienced symptoms of the CVT Defect. In or around September 2014, with  
20 approximately 20,000 miles on the odometer, Plaintiff Zuehlsdorf was driving on  
21 I-15 when his transmission overheating indicator light illuminated. At the same  
22 time, the vehicle dropped to 25 miles per hour, forcing Mr. Zuehlsdorf to abruptly  
23 pull over in an effort to avoid an accident.

24 18. On September 11, 2014, Plaintiff Zuehlsdorf returned to Redlands  
25 Jeep, complaining that his vehicle had lost power and the transmission  
26 temperature indicator light had illuminated. Pursuant to FCA US’s instructions,  
27 the dealership replaced the CVT’s cooler by-pass valve. Based on the  
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1 dealership's assurances and repairs, Plaintiff Zuehlsdorf believed at the time that  
2 the issue had been resolved, and had no indication that there was a systemic  
3 defect with his CVT.

4 19. However, notwithstanding this repair, in June 2018, with  
5 approximately 52,000 miles on the odometer, Plaintiff Zuehlsdorf's vehicle  
6 exhibited the same problem again. As he was driving on I-15, his transmission  
7 temperature light illuminated, and his vehicle suddenly lost power and speed.

8 20. Now concerned that his CVT could be defective, Plaintiff  
9 Zuehlsdorf brought his vehicle to Sahara Chrysler Jeep Dodge Ram, an  
10 authorized FCA US dealership in Las Vegas, NV, complaining that his CVT had  
11 overheated, causing his vehicle to suddenly lose speed on the highway.

12 Notwithstanding his complaint, the FCA US dealer failed to conduct any repairs.  
13 The service manager told Plaintiff Zuehlsdorf that the CVT is a "closed system,"  
14 that could not be repaired.

15 21. Accordingly, Plaintiff Zuehlsdorf vehicle continues to exhibit the  
16 CVT Defect.

17 22. At all times, Plaintiff Zuehlsdorf, like all Class Members, has driven  
18 his Jeep Compass in a manner both foreseeable and in which it was intended to  
19 be used.

20 **Defendant**

21 23. Defendant FCA US is a limited liability company organized and in  
22 existence under the laws of the State of Delaware and registered to do business  
23 in the State of California. FCA US's Corporate Headquarters are located at 1000  
24 Chrysler Drive, Auburn Hills, Michigan 48326. FCA US designs, manufactures,  
25 markets, distributes, services, repairs, sells, and leases passenger vehicles,  
26 including the Class Vehicles, nationwide and in California. FCA US is the  
27 warrantor and distributor of the Class Vehicles in the United States.

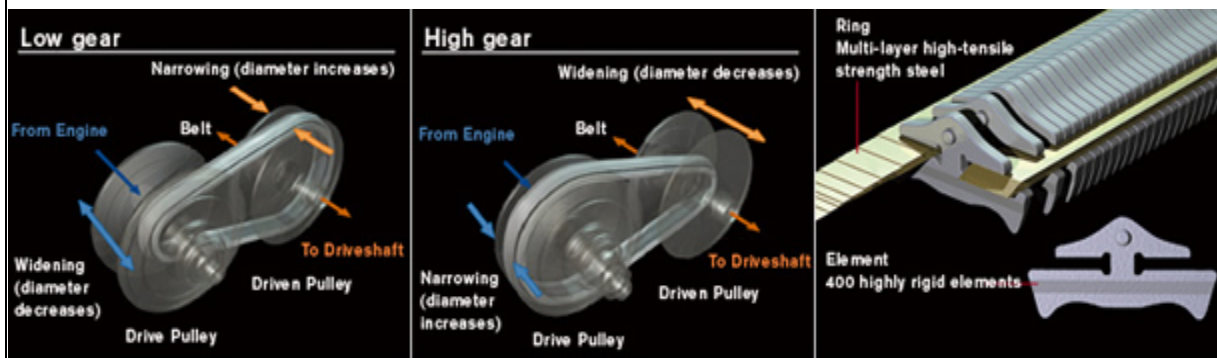
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1 dealers and other retail outlets, thousands of Class Vehicles in California and  
2 nationwide. FCA US warrants and services the Class Vehicles through its  
3 nationwide network of authorized dealers and service providers.

4 32. The CVT is an automatic transmission that uses two variable-  
5 diameter pulleys with a steel belt running between them to change speed, instead  
6 of a gearbox and clutch system. Rather than relying on the fixed gear ratios of  
7 the traditional automatic transmission, the pulleys can adjust their width to make  
8 the belt turn faster or slower, depending on the speed of the vehicle and the  
9 torque needed. The CVT thus simultaneously adjusts the diameter of the drive  
10 pulley that transmits torque from the engine and the driven pulley that transfers  
11 torque to the wheels to allow for an infinite number of gear ratios.

12 33. The illustration in figure one, below, depicts the way the CVT's belt  
13 and pulley system adjusts the gear ration to change speed:



CVT-belt construction

21 34. Consumers complain that their vehicles fail to accelerate when they  
22 depress the accelerator. Instead, the vehicle lags, and then surges forward  
23 unpredictably. Consumers also complain that the vehicle jerks. In addition,  
24 consumers complain that when driving, often at highway speeds, the  
25 transmission indicator light will illuminate, and the vehicle abruptly loses power,  
26 causing an incredibly dangerous situation. The following complaint to NHTSA  
27 describes the circumstance well:  
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1 First time 09/2013 I was driving on the highway at 75 mph from  
2 Colorado towards Arizona when from one second to the other vehicle  
3 force drop speed to 30 mph and a temperature light came on on dash,  
4 putting my family at danger since I had to swerve as fast as I could to  
5 the shoulder because semi was going as fast as me. When I came to a  
6 complete stop there was no power and a whining noise coming from  
7 under hood. I turned vehicle off and back on and light came off and  
8 power was restored but as soon as the tachometer reach 3000 rpm temp  
9 light back on and loss of power came back. I turn off vehicle once  
10 again and returned to Colorado Springs straight to dealership and was  
11 diagnosed with transmission internal failure 3 years after I purchase  
12 brand new at 73,687 miles on odometer.

9 See paragraph 39(j), *infra*.

10 35. Consumers frequently complain of unusually high RPMs or a loud  
11 whining once they achieve speed, which exceeds their reasonable expectations  
12 for noise from the CVT. Also, in addition to hesitations, slow response, sudden  
13 losses of power, and loud noises, the CVT fails and requires replacement.

14 36. The CVT Defect alleged is inherent in and the same for all Class  
15 Vehicles.

### 16 **The CVT Defect Poses a Serious Safety Concern**

17 37. The CVT Defect is material to consumers because it presents a  
18 serious safety concern. Class Members have repeatedly reported a disturbing  
19 scenario to the National Highway Traffic Safety Administration Transmission  
20 (“NHTSA”): while driving at highway speeds, the dashboard’s transmission  
21 indicator light illuminates, and the vehicle abruptly loses power. This condition  
22 endangers not only the Class Vehicle but also those around it. One example is set  
23 forth below, and others are reproduced in paragraph 48, *infra*:

24  
25 **DATE OF INCIDENT:** February 17, 2016

26 **DATE COMPLAINT FILED:** March 4, 2016

27 **NHTSA/ODI ID:** 10839946

28 **SUMMARY:** While driving at highway speeds the transmission  
began to make a loud whirring sound. Suddenly the transmission  
overheat light turned on and I lost power. First dropping from 75 to 40



1 miles per hour and ultimately to 0 miles per hour. This left me in the  
2 middle of nowhere for 30-40 minutes while I waited for the CVT to  
3 cool down. This has happened 2 additional times. each time the  
4 dealership has pulled fluid and stated that they could find no problem.  
5 The warranty is about to expire, and it appears after researching  
6 online, that this is a common problem with the CVT on both the Patriot  
7 and Compass.

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12 38. In addition to these sudden losses of power, the CVT Defect  
13 presents a safety concern because it causes the vehicles to fail to accelerate when  
14 the driver presses the accelerator. Unpredictable acceleration is unsafe,  
15 particularly when changing lanes, merging onto highways, and turning left  
16 across oncoming traffic. Class Members have complained to NHTSA about this  
17 problem as well; one example is reproduced below, and others can be found in  
18 paragraph 48, *infra*:

19 **DATE OF INCIDENT:** October 17, 2010

20 **DATE COMPLAINT FILED:** November 13, 2010

21 **NHTSA/ODI ID:** 10365548

22 **SUMMARY:** The jeep patriot has a CVT transmission and when  
23 pulling into traffic from a stop the vehicle hesitates and crawls to a  
24 start. I almost got killed because my vehicle didn't move when I  
25 needed it to. This is a very dangerous characteristic and the  
26 manufacturer should inform prospective owners of this situation.  
27 Search the web and you will find other owners experiencing this. \*TR

28 **FCA US Had Superior and Exclusive Knowledge of the CVT Defect**

39. Chrysler began selling the CVT-equipped Jeep Patriot, Jeep  
Compass, and Dodge Caliber with the 2007 model year, and issued the first  
Technical Service Bulletin regarding the CVT Defect April 28, 2007.  
Accordingly, Plaintiff is informed and believes that since 2007, if not earlier,  
Chrysler knew of the CVT Defect. Following bankruptcy proceedings, in June  
2009, Chrysler was reorganized as Chrysler Group LLC (now known as FCA US  
LLC, the Defendant in this action).

40. Federal law requires automakers like FCA US to be in close contact

1 with NHTSA regarding potential auto defects, including imposing a legal  
2 requirement (backed by criminal penalties) compelling the confidential  
3 disclosure of defects and related data by automakers to NHTSA, including field  
4 reports, customer complaints, and warranty data. *See TREAD Act*, Pub. L. No.  
5 106-414, 114 Stat.1800 (2000).

6 41. Automakers have a legal obligation to identify and report emerging  
7 safety-related defects to NHTSA under the Early Warning Report requirements.  
8 *Id.* Similarly, automakers monitor NHTSA databases for consumer complaints  
9 regarding their automobiles as part of their ongoing obligation to identify  
10 potential defects in their vehicles, including safety-related defects. *Id.* Thus, FCA  
11 US knew or should have known of the many complaints about the CVT Defect  
12 logged by NHTSA ODI, and the content, consistency, and large number of those  
13 complaints alerted, or should have alerted, FCA US to the CVT Defect.

14 42. Starting in 2007, Jeep Patriot, Jeep Compass, and Dodge Caliber  
15 owners, whose vehicles were equipped with the same Jatco JF011E  
16 Continuously Variable Transmission, complained to NHTSA regarding the CVT  
17 Defect. For example, on December 16, 2006, a 2007 Dodge Caliber owner  
18 experienced the typical overheating transmission and loss of power that proved  
19 to be a hallmark of the CVT. In a familiar pattern, the dealership replaced the  
20 transmission, but the problem returned.

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22 **DATE OF INCIDENT:** December 16, 2006

23 **DATE COMPLAINT FILED:** May 16, 2007

24 **NHTSA/ODI ID:** 10190910

25 **SUMMARY:** TL\* The contact owns a 2007 Dodge Caliber AWD.  
26 The contact stated that the vehicle would overheat and failed to  
27 accelerate past 10 mph. The contact had to pull over and allow the  
28 vehicle to cool off. Afterwards, the vehicle operated at the proper  
speed. The dealer was unable to determine the cause of failure. A  
brand new transmission was installed in the vehicle on February 12,  
2007, but the vehicle is still overheating. The VIN and engine size  
were unknown. The current mileage is 18,000 and failure mileage was

17,000.

43. Similarly, on June 16, 2007, another Dodge Caliber owner complained of the following:

**DATE OF INCIDENT:** May 15, 2007

**DATE COMPLAINT FILED:** June 16, 2007

**NHTSA/ODI ID:** 10193509

**SUMMARY:** 2007 Dodge Caliber. Overheating of transmission after about 3000 miles. Occurs after driving 20 miles on highway. Computer check at dealer showed no fault. No action taken by Dodge. Problem persists, and now we not only get the orange warning light but also the red one afraid transmission will fail. \*AK

44. On August 21, 2007, a 2007 Dodge Caliber owner reported the CVT Defect's characteristically unpredictable acceleration and its serious safety concerns:

**DATE OF INCIDENT:** August 17, 2007

**DATE COMPLAINT FILED:** August 21, 2007

**NHTSA/ODI ID:** 10200410

**SUMMARY:** Bought 2007 Dodge Caliber SXT with 9,000 miles on it and now has 13,000. Love the car but they can keep their CVT2 transmission. When accelerating the car starts to go then suddenly loses power to pull itself. RPM's hit 5000+ yet not picking up speed. This has happened 4 times and have taken it to dealer where purchased and service department wasn't able to duplicate. The 4th time was on 8-17-2007 when I was making a left turn onto a 4 lane + center lane highway from a stop. The car started to go then suddenly in the middle of the first lane it lost power and would not pick up speed. RPM's hit 5500+ and still not picking up speed. 45 mph traffic had to brake as I was trying to get out of their way. Mashed gas pedal to the floor and still nothing but the revving of the engine and my family screaming for me to go go go!!! I just bought the car in May 2007!!!! Dealer wants to trade me out of it at my cost and loss of money and at a higher interest rate!!!!!! The car in now parked in my garage and will not be driven anytime soon. I am paying for a "coffin" on wheels as I am sure that is what it will turn into before Dodge finds and corrects the problem. \*tr

45. On August 31, 2007, a 2007 Jeep Compass owner reported the following:

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**DATE OF INCIDENT:** August 2, 2007  
**DATE COMPLAINT FILED:** August 31, 2007  
**NHTSA/ODI ID:** 10201324

**SUMMARY:** 2007 Liberty developed a shudder in the power train at speeds between 30-45 mph. I have brought the car back to the dealer 5 times in five weeks. They claim it is a new transmission design by Chrysler to get better mileage. I claim it is the worst acting automatic transmission I have ever owned (40yr of driving). The dealer also claims that the transmission is acting the way it was designed to act. Yet, the sales force never mentioned the uniqueness of the new transmission. \*TR

46. On June 8, 2008, a 2007 Dodge Caliber owner experienced the CVT Defect, the dealer performed a repair, and the problem continued:

**DATE OF INCIDENT:** May 24, 2009  
**DATE COMPLAINT FILED:** December 25, 2009  
**NHTSA/ODI ID:** 10296951

**SUMMARY:** ...My complaint, however, is about the transmission. On my way to work, while I came to a brief stop and proceeded to turn onto another road when my car lurched and slowed right back down. I immediately pulled off the road. My check engine light was on. I called the service department from where I purchased my car and after speaking to them decided to drive my car there. As I pulled forward another light popped on. This time it was the transmission over temperature light. (I was barely going 10mph and it was 70 degrees out). From there the car was very sluggish taking forever to get up to speed and I went through this process every time I had to come to a stop.

I brought it to the dealer who would not give me or cover a rental. I got my car back 3 days later after they replaced the transmission control module. (by the way there is no recall, but Chrysler has a bulletin out on this issue).

Sunday June 8, 2008, I was driving for 2 minutes when it happened again. My car lurched, the engine and transmission lights came on and this time the park, reverse, neutral, and drive indicators all lit up as if I was in every gear at once. My appointment is tomorrow....

47. On December 25, 2009, one a 2007 Jeep Compass owner reported the following:

**DATE OF INCIDENT:** May 24, 2009

**DATE COMPLAINT FILED:** December 25, 2009  
**NHTSA/ODI ID:** 10296951

**SUMMARY:** CVT transmission started making noise and not shifting at 42000 miles. No accident occurred but since Jeep/Dodge service departments are not authorized to perform maintenance on CVT transmissions it had to be replaced. Due to issues with Jeep/Dodge a new transmission would have been on backorder for a minimum of 30 days. I was not able to wait that long so I found a low mileage transmission in a salvage yard and had the service department install it. Because I purchased my jeep approx. 2 weeks before the lifetime powertrain warranty was initiated I had to bear the entire cost. \*TR

48. With respect to the Class Vehicles themselves, the following are but a few examples of the many complaints concerning the CVT Defect available through NHTSA’s website, [www.safercar.gov](http://www.safercar.gov). Many of the complaints reveal that FCA US, through its network of dealers and repair technicians, was made aware of the defective CVTs. In addition, the complaints indicate that despite having knowledge of the defect and the exact vehicles affected, FCA US often refused to diagnose the defect or attempt to repair it while Class Vehicles were still under warranty. When FCA US did attempt repairs, it merely replaced the CVT with a similarly defective CVT.

**2010 Jeep Patriot**

- a. **DATE OF INCIDENT:** October 17, 2010  
**DATE COMPLAINT FILED:** November 13, 2010  
**NHTSA/ODI ID:** 10365548  
**SUMMARY:** THE JEEP PATRIOT HAS A CVT TRANSMISSION AND WHEN PULLING INTO TRAFFIC FROM A STOP THE VEHICLE HESITATES AND CRAWLS TO A START. I ALMOST GOT KILLED BECAUSE MY VEHICLE DIDN'T MOVE WHEN I NEEDED IT TO. THIS IS A VERY DANGEROUS CHARACTERISTIC AND THE MANUFACTURER SHOULD INFORM PROSPECTIVE OWNERS OF THIS SITUATION. SEARCH THE WEB AND YOU WILL FIND OTHER OWNERS EXPERIENCING THIS. \*TR
- b. **DATE OF INCIDENT:** July 24, 2013  
**DATE COMPLAINT FILED:** July 26, 2013  
**NHTSA/ODI ID:** 10532039  
**SUMMARY:** TL\* THE CONTACT OWNS A 2010 JEEP PATRIOT.

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THE CONTACT STATED THAT WHILE DRIVING 70 MPH, THE VEHICLE LOST POWER AND LEAKED TRANSMISSION FLUID WITH THE ILLUMINATION OF THE TRANSMISSION WARNING LIGHT. THE VEHICLE WAS NOT REPAIRED AND THE MANUFACTURER WAS NOT NOTIFIED. THE VIN WAS NOT AVAILABLE. THE APPROXIMATE FAILURE MILEAGE WAS 43,000.

- c. **DATE OF INCIDENT:** June 1, 2012
- DATE COMPLAINT FILED:** December 9, 2013
- NHTSA/ODI ID:** 10555329

**SUMMARY:** TL\* THE CONTACT OWNS A 2010 JEEP PATRIOT. THE CONTACT STATED THAT THE TRANSMISSION OVERHEATED AND THE GEAR SHIFTER COULD NOT BE MOVED TO SHIFT GEARS. THE TRANSMISSION OVERHEATING WARNING LIGHT ILLUMINATED AS THE FAILURE OCCURRED. THE FAILURE WAS RECURRING. THE DEALER PERFORMED A DIAGNOSTIC WHICH WAS UNABLE TO LOCATE A FAILURE CODE. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE VEHICLE WAS NOT REPAIRED. THE APPROXIMATE FAILURE MILEAGE WAS 30,000 AND THE CURRENT MILEAGE WAS 55,000.

- d. **DATE OF INCIDENT:** June 18, 2014
- DATE COMPLAINT FILED:** September 24, 2014
- NHTSA/ODI ID:** 10638767

**SUMMARY:** WHILE DRIVING ON I-75 IN JUNE 2014 THE JEEPS TEMP. LIGHT WENT ON REGARDING THE TRANSMISSION WAS OVERHEATING AND STARTED TO SLOW DOWN. I PULLED OFF THE AND WAS LUCKY TO FIND A JEEP DEALER. I EXPLAINED WHAT HAPPENED,AND THE DEALER CHECKED THE TRANS FLUID AND SAID IT WAS FINE HE ALSO SAID IT WAS THE HEAT FROM THE HIGHWAY AND THE OUTSIDE TEMP WAS 90 DEGREES. WE CONTINUED AND THE CAR RAN FINE AFTER THAT.

THE SAME THING HAPPENED ON SUNDAY SEPT 21 2014 DRIVING THROUGH PA. ON I-80 THE LIGHT WENT ON AND SLOWED DOWN THE OUTSIDE TEMP. WAS ABOUT 72 DEGREES AND I WAS GOING ABOUT 70 MPH. , I HAD TO GO ON THE SOFT SHOULDER AND WAIT. I SHUT THE ENGINE OF A WAITED ABOUT 15 MIN. I STARTED THE CAR THE LIGHT WENT OFF AND WE DROVE TO CLARION PA. TO A MOTEL. NEXT DAY WE LEFT THE MOTEL AND DROVE TO IL. THE LIGHT NEVER WENT ON AGAIN.

I BELIEVE THIS IS A MAJOR PROBLEM DUE TO THE FACT

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THAT THE JEEP AUTOMATICALLY SLOWED DOWN IN HEAVY HIGH SPEED TRAFFIC. IT PUT ME IN A DANGEROUS POSITION. EVEN IN THE MANUAL IT STATES THAT THIS CAN HAPPEN AND THE JEEP WILL DOWNSHIFT TO PROTECT THE TRANSMISSION.. PAGE 367- 6 AND I WAS NOT TOWING.

I FEEL JEEP HAS TO RECALL AND CORRECT THIS PROBLEM BEFORE SOMEONE GETS INTO AND ACCIDENT AND KILLED... \*TR

- e. **DATE OF INCIDENT:** June 13, 2012
- DATE COMPLAINT FILED:** October 5, 2014
- NHTSA/ODI ID:** 10641507

**SUMMARY:** BACK IN JUNE WHILE DRIVING TO FLORIDA FROM ILLINOIS I WAS GOING ABOUT 70 MPH. IN GEORGIA WHILE ON I-75 THE LITTLE RED TRANSMISSION CAUTION LIGHT APPEARED AND MY 2010 JEEP BEGAN TO SLOW DOWN AND SCARED THE HELL OUT OF ME. I GOT OFF THE NEXT EXIT AND WAS LUCKY TO FIND A JEEP DEALER NEAR THE EXIT. THE DEALER TOOK ME RIGHT IN AND CHECKED THE TRANSMISSION FLUID AND IT WAS FINE. SHE NEVER CHARGED ME AND WE WENT ON OUR WAY. DROVE TO MIAMI AND BACK TO ILLINOIS A WEEK LATER WITH NO PROBLEM.

2 WEEKS AGO I DROVE TO NYC AND ON MY WAY BACK TO ILLINOIS ON I-80 THE LIGHT WENT ON AGAIN WITH NO EXIT IN SIGHT, AGAIN THE JEEP SLOWED I PULLED ON THE SHOULDER. SHUT THE ENGINE OFF WAITED 15 MIN THEN STARTED TO DRIVE AGAIN NO PROBLEM.

MY MAIN CONCERN IS WHY THIS HAPPENED? AND ITS NOT A SAFE FEATURE THIS SLOWING DOWN OF THE JEEP CAN CAUSE AN ACCIDENT..

- f. **DATE OF INCIDENT:** October 29, 2015
- DATE COMPLAINT FILED:** November 10, 2015
- NHTSA/ODI ID:** 10789521

**SUMMARY:** 2010 JEEP WITH 65,000 MILES HAS "TICKING" NOISE COMING FROM DIFFERENTIAL. DEALER STATES THAT THE TRANSMISSION HAS TO BE REPLACED. ALTHOUGH IT IS BELOW THE 100,000 MILE WARRANTY, IT IS JUST OVER THE 5 YEAR LIMIT AND IS NO LONGER COVERED BY THE WARRANTY. WHILE IT WAS STILL UNDER THE WARRANTY, THE DEALER SAID THERE WAS NO PROBLEM WITH THE TRANSMISSION AND SIMPLY CHANGED THE FLUID AND FILTER. NOW I HAVE TO PAY!

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g. **DATE OF INCIDENT:** February 17, 2016  
**DATE COMPLAINT FILED:** March 4, 2016  
**NHTSA/ODI ID:** 10839946  
**SUMMARY:** WHILE DRIVING AT HIGHWAY SPEEDS THE TRANSMISSION BEGAN TO MAKE A LOUD WHIRRING SOUND. SUDDENLY THE TRANSMISSION OVERHEAT LIGHT TURNED ON AND I LOST POWER. FIRST DROPPING FROM 75 TO 40 MILES PER HOUR AND ULTIMATELY TO 0 MILES PER HOUR. THIS LEFT ME IN THE MIDDLE OF NOWHERE FOR 30-40 MINUTES WHILE I WAITED FOR THE CVT TO COOL DOWN. THIS HAS HAPPENED 2 ADDITIONAL TIMES. EACH TIME THE DEALERSHIP HAS PULLED FLUID AND STATED THAT THEY COULD FIND NO PROBLEM. THE WARRANTY IS ABOUT TO EXPIRE, AND IT APPEARS AFTER RESEARCHING ONLINE, THAT THIS IS A COMMON PROBLEM WITH THE CVT ON BOTH THE PATRIOT AND COMPASS.

h. **DATE OF INCIDENT:** June 11, 2016  
**DATE COMPLAINT FILED:** June 14, 2016  
**NHTSA/ODI ID:** 10874069  
**SUMMARY:** WHILE DRIVING ON THE HIGHWAY FOR APPROXIMATELY AN HOUR, GOING FROM 65-75 MPH, AND OCCASIONALLY USING THE CRUISE CONTROL, THE TRANSMISSION OVERHEAT LIGHT TURNED ON. I SLOWED TO ABOUT 60 MPH AND EXITED AT THE NEXT OFF RAMP, WHICH WAS SLIGHTLY UPHILL. WHILE IN MOTION, THE VEHICLE LOST POWER. I USED THE REMAINING MOMENTUM TO PULL OVER TO THE SHOULDER AND TURNED OFF THE VEHICLE. I READ THE MANUAL, WHICH STATES TO LET THE TRANSMISSION COOL DOWN AND THEN CONTINUE DRIVING. I DID AS IT SAID AND CONTINUED TO MY DESTINATION WITHOUT THE WARNING LIGHT RETURNING, BUT THE CAR FELT SLUGGISH AND THE AUTOMATIC TRANSMISSION WAS SHIFTING ROUGHLY. I WAS NOT TOWING OR CARRYING ANYTHING IN THE CAR. THE CAR HAS ABOUT 58,000 MILES, IS SERVICED REGULARLY, AND HAS NOT HAD ANY PROBLEMS BEFORE THIS.

i. **DATE OF INCIDENT:** February 10, 2017  
**DATE COMPLAINT FILED:** February 15, 2017  
**NHTSA/ODI ID:** 10954627  
**SUMMARY:** FIRST TIME 09/2013 I WAS DRIVING ON THE HIGHWAY AT 75 MPH FROM COLORADO TOWARDS ARIZONA WHEN FROM ONE SECOND TO THE OTHER VEHICLE FORCE DROP SPEED TO 30 MPH AND A



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TEMPERATURE LIGHT CAME ON ON DASH, PUTTING MY FAMILY AT DANGER SINCE I HAD TO SWERVE AS FAST AS I COULD TO THE SHOULDER BECAUSE SEMI WAS GOING AS FAST AS ME. WHEN I CAME TO A COMPLETE STOP THERE WAS NO POWER AND A WHINING NOISE COMING FROM UNDER HOOD. I TURNED VEHICLE OFF AND BACK ON AND LIGHT CAME OFF AND POWER WAS RESTORED BUT AS SOON AS THE TACHOMETER REACH 3000 RPM TEMP LIGHT BACK ON AND LOSS OF POWER CAME BACK. I TURN OFF VEHICLE ONCE AGAIN AND RETURNED TO COLORADO SPRINGS STRAIGHT TO DEALERSHIP AND WAS DIAGNOSED WITH TRANSMISSION INTERNAL FAILURE 3 YEARS AFTER I PURCHASE BRAND NEW AT 73,687 MILES ON ODOMETER.

POWER TRAIN WARRANTY COVER THE CVT REPLACEMENT AND FOUND OUT THAT 100'S OF PATRIOTS HAVE THE SAME ISSUE.

FAST FORWARD 3 YEARS LATER 2/2017 WHINING NOISE CAME BACK LIGHT CAME BACK BUT NO WARRANTY AND UNFORTUNATELY DEALER ESTIMATES \$6000.00 REPLACEMENT BILL. AFTER MUCH RESEARCH JETCO CVT'S ARE THE PROBLEM AND AFTER MANY COMPLAINS PATRIOTS NO LONGER WITH CVT'S BUT I'M STUCK WITH A NON WORKING WORTHLESS VEHICLE IN MY DRY WAY.

- j. **DATE OF INCIDENT:** February 10, 2017  
**DATE COMPLAINT FILED:** February 15, 2017  
**NHTSA/ODI ID: 10954629**

**SUMMARY:** SECOND COMPLAIN ABOUT TRANSMISSION FAILURE. VEHICLE NEEDS NEW TRANSMISSION AGAIN AFTER 3 YEARS FROM BEING REPLACED. AS I WAS DRIVING ON I-70 FROM MY HOSPITAL JOB IN THE MORNING RUSH COMMUTE, MY PATRIOT DECIDED TO DROP SPEED FROM 70 MPH TO 30 MPH ON A BLINK OF AN EYE. THIS TIME SINCE I WAS ALONE JUST PUTTING ME IN DANGER UNLIKE THE LAST TIME IN 2013 WHEN IT HAPPEN THAT MY 11 YEAR OLD AND 1 YEAR OLD BABY WERE ON BOARD. I SWERVE TO THE SHOULDER YET AGAIN TO AVOID BEING HIT BY TRAFICC I PROCEED AS I RECALL TO TURN IGNITION OFF AND TRY TO MAINTAIN TACOMETER FROM REACHING 3000 RPM TO AVOID TRANSMISSION SAFE MODE TO KICK IN AGAIN AS I MAKE IT HOME.

- k. **DATE OF INCIDENT:** October 21, 2016  
**DATE COMPLAINT FILED:** August 11, 2017  
**NHTSA/ODI ID: 11014710**

1           **SUMMARY:** I PURCHASED THIS VEHICLE IN 2014 FROM  
2 THOROUGHbred NISSAN IN TUCSON, AZ A FEW MONTHS  
3 AFTER PURCHASE THE TRANSMISSION WAS REPLACED  
4 UNDER WARRANTY. NOW THREE YEARS LATER THE  
5 TRANSMISSION IS AGAIN SLIPPING AND HAS ALREADY  
6 CAUSED STALLS ON THE HIGHWAY. ONE OF THE TIMES  
7 THE JEEP STALLED JUST AS I SWITCHED LANES IN FRONT  
8 OF A SEMI ON AN INTERSTATE HIGHWAY ,I WAS BARELY  
9 ABLE TO PULL THE CAR OVER AND OUT OF THE PATH OF  
10 THE TRUCK RIGHT BEFORE THE CAR COMPLETELY SHUT  
11 OFF. I HAVE TAKEN THE VEHICLE TO A DEALER IN  
12 CALIFORNIA WHERE I NOW RESIDE AND THEY HAVE  
13 INFORMED ME I HAVE TO REPLACE THE TRANSMISSION  
14 AND THERE IS NO LONGER NO WARRANTY. I HAVE ALSO  
15 TAKEN THE JEEP TO TWO OTHER PLACES THAT SPECIALIZE  
16 ON TRANSMISSION AND THEY HAVE BOTH INFORMED ME  
17 THAT THE TRANSMISSION UTILIZED IN THIS TYPE OF JEEP  
18 HAS MANY PROBLEMS AND THAT THEY WOULD  
19 RECOMMEND I BUY A NEW CAR ALL TOGETHER AS I AM  
20 LIKELY TO EXPERIENCE SIMILAR PROBLEMS IN ABOUT 2-3  
21 YEARS IF I CHOOSE TO HAVE THE TRANSMISSION  
22 REPLACED, EVEN IF I CONTINUE TO MAINTAIN IT  
23 PROPERLY AS I HAVE BEEN. THIS JEEP IS ONLY 7 YEARS  
24 OLD AND IS ALREADY IN NEED OF IT'S THIRD  
25 TRANSMISSION. I HAVE RESEARCHED COMPLAINTS ON  
26 THIS VEHICLE AND TRANSMISSION FAILURE SEEMS TO BE  
27 COMMON IN THESE TYPE OF CARS. IT IS EXTREMELY  
28 DANGEROUS TO KEEP ALLOWING THESE CARS TO  
OPERATE WITH THE CURRENT FAULTY TRANSMISSIONS  
ESPECIALLY BECAUSE THEY START TO STALL WITH NO  
WARNING. I HAD AN EXTREMELY CLOSE CALL AND  
WOULD HATE FOR ANYONE TO STALL OUT WITHOUT  
NOTICE GOING FULL SPEED ON A HIGHWAY. MY CAR  
STALLED MANY TIMES BEFORE ANY LIGHT CAME ON, AND  
DEALERS AREN'T EVEN WILLING TO REPLACE A  
TRANSMISSION WITH SUCH LIGHT. PLEASE I URGE YOU TO  
REVIEW THIS PROBLEM AND FIND A SOLUTION. THIS  
PROBLEM FIRST SURFACED IN THE FALL OF 2016 AND THE  
PROBLEM CONTINUES. I RARELY DRIVE THIS CAR DUE TO  
THIS.I HAVE RESEARCHED OPTIONS AND FEEL THE  
MANUFACTURER SHOULD TAKE RESPONSIBILITY.

1. **DATE OF INCIDENT:** June 29, 2018  
**DATE COMPLAINT FILED:** July 3, 2018  
**NHTSA/ODI ID:** 11105392

**SUMMARY:** TL\* THE CONTACT OWNS A 2010 JEEP PATRIOT.  
WHILE DRIVING AT AN UNKNOWN SPEED, THE VEHICLE

1 STARTED TO SHAKE VIOLENTLY. THERE WERE NO  
2 WARNING INDICATORS ILLUMINATED. THE VEHICLE WAS  
3 TAKEN TO AN INDEPENDENT MECHANIC WHO DIAGNOSED  
4 THAT THE TRANSMISSION FAILED AND NEEDED  
5 REPLACEMENT. THE VEHICLE WAS NOT REPAIRED. THE  
6 DEALER WAS NOT NOTIFIED. THE MANUFACTURER WAS  
7 NOTIFIED AND INFORMED THE CONTACT TO CALL NHTSA  
8 TO FILE A COMPLAINT. THE FAILURE MILEAGE WAS 68,000.

### 6 **2010 Jeep Compass**

7 m. **DATE OF INCIDENT:** March 25, 2011  
8 **DATE COMPLAINT FILED:** March 26, 2011  
9 **NHTSA/ODI ID:** 10392943

10 **SUMMARY:** LAST WEEK AFTER PULLING OUT OF A SIDE  
11 STREET MY 2010 JEEP COMPASS WOULD NOT  
12 ACCELERATE. I WAS IN A HIGH TRAFFIC AREA AND IT WAS  
13 DANGEROUS. AFTER PUTTING THE CAR I NEUTRAL AND  
14 BACK INTO DRIVE THE CAR FINALLY ACCELERATED.  
15 YESTERDAY, WHILE TRYING TO ACCELERATE ONTO THE  
16 HIGHWAY THE CAR WOULD NOT GO OVER 40 MPH OR PAST  
17 2000 RPM. MY FOOT WAS TO THE FLOOR BUT THE CAR WAS  
18 NOT ACCELERATING. AFTER ABOUT 1/8TH OF A MILE IT  
19 FINALLY STARTING TO ACCELERATE. THIS IS A NEW CAR  
20 WITH ONLY 5200 MILES ON IT. \*TR

21 n. **DATE OF INCIDENT:** March 23, 2011  
22 **DATE COMPLAINT FILED:** October 3, 2011  
23 **NHTSA/ODI ID:** 10428374

24 **SUMMARY:** THE TRANSMISSION CONTROL MODULE  
25 STOPPED WORKING. AFTER TRYING TO TURN THE CAR ON.  
26 IT WOULD ONLY MOVE IN 1ST GEAR AND IN REVERSE. IT  
27 HAPPENED A SECOND TIME LESS THEN 6 MONTHS LATER.  
28 THE CAR SHIFTED INTO DRIVE AND THE ENTIRE CAR  
JERKED AND MADE A POPPING SOUND. AND WOULD  
AGAIN ONLY WORK IN 1ST AND REVERSE.

THE 3RD I WAS DRIVING ON THE INTERSTATE. AS I GOT ON  
THE OFF RAMP THE CAR BEEPED LIKE IT WAS OUT OF GAS  
AND THEN ABOUT A SECOND LATER THE TRACTION  
CONTROL LIGHT AND OIL TEMPERATURE LIGHT CAME ON  
AND THE CAR FELT LIKE SOME ONE HAD SLAMMED ON  
THE BRAKES BRIEFLY. THIS CAUSED ME TO PULL  
SLIGHTLY TO THE SIDE WHEN THIS HAPPENED. LUCKILY  
THIS HAPPENED ON THE OFF RAMP AND NOT THE  
INTERSTATE TRAVELING IN TRAFFIC AT 70MPH WHERE I  
FEAR IT MAY HAVE CAUSED AN ACCIDENT WITH

1 ANOTHER DRIVER OR BY MYSELF AS IT CAUSE ME TO PULL  
2 TO THE SIDE, NO WAY OF TELLING WHAT WOULD OF  
3 HAPPENED. BUT I'M FEARFUL. CHRYSLER HAS TRIED TO  
4 FIX THIS 2 TIMES. THIS WILL BE THEIR 3RD ATTEMPT. \*TR

4 **2010 Dodge Caliber**

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6 a. **DATE OF INCIDENT:** May 21, 2011  
7 **DATE COMPLAINT FILED:** August 14, 2013  
8 **NHTSA/ODI ID:** 10535404

9 **SUMMARY:** AFTER DRIVING ON INTERSTATE FOR 3  
10 HOURS, THE CAR WOULD HESITATE TO GO FROM A STOP.  
11 OVER THE NEXT 2 YEARS, THE PROBLEM HAS WORSENE!!  
12 IT IS TO THE POINT WHERE AFTER A 2-3 HOUR TRIP, THERE  
13 IS SUCH HESITATION THAT IF I'M ON AN INCLINE THE CAR  
14 WILL ACTUALLY ROLL BACKWARDS WHILE PRESSING  
15 ACCELERATOR!! THIS HAS SHOWN A STORED CODE OF  
16 P0730 (WHICH DEALERSHIP TELLS ME THEY WON'T DO  
17 ANYTHING ABOUT UNLESS THEY CAN DUPLICATE  
18 PROBLEM). I WON'T ALLOW MY CHILDREN AND  
19 GRANDCHILDREN TO TRAVEL WITH ME IN THIS CAR  
20 ANYMORE BECAUSE I FEAR FOR THEIR SAFETY!! I WOULD  
21 GREATLY APPRECIATE ANY HELP YOUR AGENCY CAN  
22 PROVIDE FOR THIS DANGEROUS PROBLEM!!!! \*TR

- 23  
24 o. **DATE OF INCIDENT:** December 14, 2013  
25 **DATE COMPLAINT FILED:** January 25, 2014  
26 **NHTSA/ODI ID:** 10561466

27 **SUMMARY:** THE CAR HAS BEGUN TO SHIFT HARD AND  
28 NOT ENGAGE IMMEDIATELY WHEN TRYING TO  
ACCELERATE. THIS OCCURS WORSE IN STOP AND GO  
TRAFFIC, WHEN THE CAR IS COLD, AND WHEN DRIVING UP  
HILL. I TOOK THE CAR TO THE DEALER, A TECHNICIAN  
DROVE IT AND WAS ABLE TO REPLICATE. HE CHECKED  
THE TRANSMISSION FLUID, WHICH WAS FINE AND  
DECIDED IT MUST BE THE MOTOR MOUNTS, BUT UPON  
FURTHER INSPECTION COULD NOT FIND A PROBLEM WITH  
THEM. HE DROVE THE CAR AGAIN AND CHECKED THE  
TRANSMISSION FLUID IMMEDIATELY AFTER STOPPING.  
THE TRANSMISSION FLUID WAS FOAMING AND HE  
SUGGESTED A TRANSMISSION SERVICE ALTHOUGH THE  
CAR ISN'T DUE UNTIL 100,000 MILES AND MY VEHICLE IS  
AT 60,000. I HAD THE TRANSMISSION SERVICE DONE AND  
THE CAR APPEARED TO BE WORKING PROPERLY FOR  
AWHILE, BUT IS NOW EXHIBITING THE SAME

1 SHIFTING/ACCELERATION ISSUES AS IT WAS BEFORE THE  
2 FLUID WAS CHANGED. \*TR

- 3 p. **DATE OF INCIDENT:** September 25, 2011  
4 **DATE COMPLAINT FILED:** July 14, 2014  
5 **NHTSA/ODI ID:** 10610316

6 **SUMMARY:** DATES & MILEAGE ARE APPROXIMATE. I'M  
7 NOT A MECHANIC AND I HAVE NO IDEA WHICH PART  
8 WOULD BE CAUSING THE PROBLEM. I GUESSED.

9 THIS HAS HAPPENED AT LEAST 10 TIMES OVER THE PAST 3  
10 YEARS. MY 16 YR OLD GRANDDAUGHTER RECENTLY TOLD  
11 ME HER OLDER CALIBER DID THE SAME THING! THIS LEAD  
12 ME TO BELIEVE IT IS A SAFETY/POWER ISSUE WITH THE  
13 MODEL. WHY WOULD THIS JUST BE HAPPENING TO OUR 2  
14 VEHICLES? HER VEHICLE WAS PURCHASED IN GA AND  
15 MINE IN MI.

16 I DO A LOT OF FREEWAY DRIVING. EACH TIME THIS  
17 OCCURRED, I WAS DRIVING ON FREEWAYS AT 70 MPH FOR  
18 EXTENDED PERIODS OF TIME. I TAKE AN EXIT. WHEN I  
19 DEPRESS THE ACCELERATOR TO TURN OFF THE EXIT  
20 RAMP, THE ENGINE COMPLETELY "BOGS DOWN". THERE IS  
21 VERY LITTLE POWER. EACH TIME, I HAVE CALIBRATED  
22 TIME FOR SAFELY PULLING OUT INTO ONCOMING  
23 TRAFFIC, EXPECTING TO HAVE NORMAL POWER.  
24 SUDDENLY, I HAVE LITTLE TO NO ACCELERATION AND IT  
25 SEEMS LIKE IT MAY STALL OUT! YOU CAN IMAGINE THE  
26 FEAR OF NOT BEING ABLE TO CLEAR ONCOMING TRAFFIC  
27 IN TIME. THE LOW POWER CONTINUES FOR ABOUT A  
28 MINUTE, THEN RESUMES NORMAL OPERATION. I HAVE  
BEEN FORTUNATE ENOUGH THAT NO ACCIDENT HAS  
OCCURRED, BECAUSE IT'S IMPOSSIBLE TO GET OVER TO  
THE SHOULDER. ACTUALLY, THIS IS SO DANGEROUS, I  
CAN'T EXPLAIN WHY I HAVEN'T HAD IT CHECKED OUT,  
BESIDES INCONVENIENCE AND STUPIDITY. WHEN MY  
GRANDDAUGHTER TOLD ME ABOUT HER CAR, THAT  
REALLY SCARED ME AND PROMPTED ME TO ACT. I'VE  
ALSO COME TO REALIZE THAT I'M PUTTING OTHER  
DRIVERS IN DANGER OF INJURY OR DEATH. PLEASE LET  
ME KNOW ASAP IF THERE'S BEEN A RECALL OR SHOULD BE  
ONE ON THESE VEHICLES. I HAVE TO BELIEVE THERE ARE  
MANY MORE OUT THERE EXPERIENCING THE SAME  
DANGEROUS MALFUNCTION AND POSSIBLY INJURIES OR  
DEATH. \*TR

- q. **DATE OF INCIDENT:** July 28, 2014

1           **DATE COMPLAINT FILED:** August 17, 2014

2           **NHTSA/ODI ID:** 10625804

3           **SUMMARY:** WE GOT ON THE FREEWAY FOR 30MINS AND  
4           THE TRANSMISSION TEMP LIGHT CAME ON. THEN IT  
5           STARTED SMELLING LIKE SOMETHING WAS BURNING. THE  
6           CAR STOPPED GAINING SPEED AND WE TOOK IT BACK TOO  
7           THE DEALERSHIP. WE FEEL THIS CAR IS NOT SAFE FOR THE  
8           FAMILY. THERE IS TAPPING SOUNDS COMING FROM THE  
9           DASHBOARD AND IT HAPPEN ALL THE TIME, EVEN WHEN  
10          THE CAR IS NOT RUNNING. THEY NEED RECALL THIS CAR-  
11          \*TR

12           r. **DATE OF INCIDENT:** August 6, 2014

13           **DATE COMPLAINT FILED:** August 22, 2014

14           **NHTSA/ODI ID:** 10627610

15           **SUMMARY:** WHILE DRIVING OUR 2010 DODGE CALIBER ON  
16           THE INTERSTATE FOR APPROXIMATELY 1 HOUR IN HEAVY  
17           TRAFFIC AT 75MPH THE CAR SUDDENLY STARTS TO LOSE  
18           SPEED. THE COOLANT LIGHT CAME ON AND A HIGH PITCH,  
19           WHINING SOUND CAME FROM THE ENGINE. WE  
20           IMMEDIATELY HAD TO GET OFF THE INTERSTATE. THERE  
21           IS NO WARNING AND THE CAR STARTS TO LOSE POWER.  
22           THE RPM'S GO UP. WE PULLED OFF TO THE SIDE, THE CAR  
23           IS IN LIMP MODE. NO POWER AND WILL NOT START.  
24           CALLED DODGE 3-4 TIMES AND THEY ONLY HAD RECORD  
25           OF 2. THIS HAS HAPPENED 10 DIFFERENT OCCASIONS ON  
26           THE INTERSTATE. THE CAR IS NOT SAFE TO DRIVE LONG  
27           DISTANCE. I TOOK IT INTO THE DEALERSHIP TO BE  
28           LOOKED AT AND THEY SAID IT WAS A SERVICE PROBLEM.  
          IT IS A DEFECTIVE TRANSMISSION AND THERE NEEDS TO  
          BE A RECALL BEFORE THERE IS A FATALITY. WHEN YOU  
          TALK TO CHRYSLER CUSTOMER CARE CASE  
          MANAGEMENT OR THE DEALERSHIP YOU GET THE RUN  
          AROUND AS TO WHAT THE PROBLEM IS OR WHAT  
          MILEAGE THE ACTUAL TRANSMISSION SERVICE SHOULD  
          BE DONE. I DO KNOW THAT YOUR LIFE SHOULD NOT BE IN  
          JEOPARDY IF IT IS A SERVICE ISSUE. WHEREAS THIS IS A  
          DEFECTIVE TRANSMISSION THERE SHOULD BE A RECALL.  
          CHRYSLER INITIATED THE CALL BACK AFTER THEY KNEW  
          I HAD MADE AN APPOINTMENT TO GET THE CAR LOOKED  
          AT. I HAVE GOTTEN DIFFERENT STORIES FROM BOTH  
          CHRYSLER CUSTOMER CARE CASE MANAGEMENT AND  
          THE DEALERSHIP AS TO JUST HOW MANY OF THE 2010  
          DODGE CALIBERS HAVE THIS TRANSMISSION PROBLEM.  
          WHEN I TOOK IT TO THE DEALERSHIP THEY HADN'T SEEN  
          ANY THAT WENT INTO LIMP MODE, BUT AFTER THEY DID  
          THEIR DIAGNOSTIC THEY SAID THEY HAD SEEN 100'S.

1 THAT'S A BIG DISCREPANCY!!! I DO NOT WANT ANYONE TO  
2 BECOME A STATISTIC!!! \*TR

3 s. **DATE OF INCIDENT:** September 24, 2015  
4 **DATE COMPLAINT FILED:** September 30, 2015  
5 **NHTSA/ODI ID:** 10778888  
6 **SUMMARY:** WHENEVER I DRIVE MY CAR IT STARTS  
7 JERKING AND WON'T ACCELERATE. I WAS DRIVING ABOUT  
8 50MPH ON THE HIGHWAY.

9 t. **DATE OF INCIDENT:** June 20, 2016  
10 **DATE COMPLAINT FILED:** June 27, 2016  
11 **NHTSA/ODI ID:** 10876784  
12 **SUMMARY:** TL\* THE CONTACT OWNS A 2010 DODGE  
13 CALIBER. THE CONTACT STATED WHILE DRIVING AT  
14 APPROXIMATELY 55 MPH, THE VEHICLE STALLED. THE  
15 VEHICLE RESTARTED AFTER THE FIRST ATTEMPT. THE  
16 VEHICLE WAS TAKEN TO THE DEALER WHERE IT WAS  
17 DIAGNOSED THAT THE TRANSMISSION NEEDED TO BE  
18 REPLACED. THE VEHICLE WAS NOT REPAIRED. THE  
19 MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE.  
20 THE APPROXIMATE FAILURE MILEAGE WAS 88,000. THE  
21 VIN WAS UNAVAILABLE.

### 22 2011 Jeep Patriot

23 u. **DATE COMPLAINT FILED:** June 11, 2013  
24 **NHTSA/ODI ID:** 10516211  
25 **SUMMARY:** ....THE CVT APPEARS TO HAVE FAILED NOW  
26 AT 32,000 MILES. \*TR

27 v. **DATE OF INCIDENT:** August 17, 2013  
28 **DATE COMPLAINT FILED:** September 12, 2013  
**NHTSA/ODI ID:** 10543374  
**SUMMARY:** DRIVING ON FREEWAY, AT APPROX 65 MPH,  
CAR WHINES, THEN DIES. ALSO, THE TRANSMISSION  
OVERHEAT LIGHT COMES ON ALL THE TIME. SOMETIMES  
IT JUST DIES WHILE DRIVING. THIS IS POSSIBLY A  
CATASTROPHIC ACCIDENT. I WANT ACTION NOW!!!! \*TR

w. **DATE OF INCIDENT:** July 30, 2012  
**DATE COMPLAINT FILED:** September 15, 2013  
**NHTSA/ODI ID:** 10543646  
**SUMMARY:** TRAVELING FREEWAY 75 MILES PER HR  
TRANSMISSION OVERHEATS LIGHT COMES ON AND WE  
LOST ALL POWER WITH DIESELS BARING DOWN BEHIND

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US. SPEED DROPS FAST TO 60 HAD TO COAST OUT OF WAY OF TRAFFIC BEHIND US TO EDGE OF FREEWAY. CALLED DEALERSHIP WAS TOLD TO LET IT COOL DOWN AND TAKE IT TO DEALERSHIP IN BURLEY ID. THEY FOUND NOTHING ON COMPUTER. HAPPENED AGAIN GOING 75 LAST WEEK SEPT 8 SAME THING. SMALL GRANDKIDS IN BACK SEAT EACH TIME THIS IS A DANGEROUS SITUATION SINCE SPEED DROPS DRASTICALLY WITH CARS OR DIESELS BEHIND YOU AND ALL YOU CAN DO IS COAST OFF. ENGINE DOES NOT QUIT JUST CANT GO ANYWHERE LOSES ALL TRANSMISSION FUNCTION. WAS TOLD THIS IS HAPPENING WITH SEVERAL OF THESE TYPES OF TRANSMISSION AND TO DRIVE IN COOLER WEATHER KEEP SPEED DOWN TO 65 AND WHEN IT HAPPENS TO PULL OFF PUT IN NEUTRAL AND RACE ENGINE TO COOL IT I SHOULDN'T HAVE TO DO THAT!!!! ITS A DANGER.. ITS NOT SAFE!! IT HAPPENED GOING 40 IN TRAFFIC ALSO. IN FIRST COUPLE THOUSAND MILES TOOK IT IN NUMEROUS TIMES. FOUND FEDERAL INVESTIGATION STATING NO RECALL AT THE TIME. ITS NEEDS TO BE RECALL BEFORE SOMEONE IS KILLED, ACCIDENTS HAVE OCCURRED TO OTHERS. \*TR

- x. **DATE OF INCIDENT:** August 15, 2013  
**DATE COMPLAINT FILED:** September 27, 2013  
**NHTSA/ODI ID:** 10545728

**SUMMARY:** TL\* THE CONTACT OWNS A 2011 JEEP PATRIOT. THE CONTACT STATED THAT WHILE TRAVELING VARIOUS SPEEDS, THE VEHICLE SUDDENLY LOST ACCELERATION POWER. THE VEHICLE WAS TAKEN TO THE DEALER WHERE IT WAS REPAIRED. THE CONTACT WAS UNSURE OF WHAT EXACTLY WAS REPAIRED. THE CONTACT ALSO MENTIONED THAT THE FAILURE WAS EXPERIENCED SEVERAL TIMES. THE MANUFACTURER WAS NOT CONTACTED ABOUT THE FAILURE. THE FAILURE MILEAGE WAS 36,900.

- y. **DATE OF INCIDENT:** December 7, 2013  
**DATE COMPLAINT FILED:** March 12, 2014  
**NHTSA/ODI ID:** 10568785

**SUMMARY:** I WAS DRIVING IN WAUSAU, MY JEEP STOPPED, I ACCELERATED-NOTHING. I HAD CARS BEHIND ME HONKING AND THE ONE DIRECTLY BEHIND ME WAS COMING UP FAST, I STEERED TO THE RIGHT AND MANAGED TO MAKE IT INTO A SNOWBANK. I TURNED MY CAR OFF, RESTARTED IT. SAT FOR ABOUT 10 MINS WITH HAZARDS ON AND WAS ABLE TO DRIVE BACK HOME TO EAU CLAIRE.



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IN FEBRUARY I REPLACED MY TRANSMISSION. MY TRANSMISSION NEVER WENT OUT. MY VEHICLE WOULD JUST GET STUCK IN REVERSE, I'D HAVE TO PUT IN DRIVE, BACK TO REVERSE, THEN TO DRIVE AGAIN TO GO.

IN ADDITION I HAD TWO MORE EPISODES, ONE WITH MY TWELVE YEAR OLD IN THE VEHICLE WITH ME WHERE IT JUST STOPPED ACCELERATING.

SO I HAVE A NEW TRANSMISSION IN.

I HAVE ALSO FILED A SEPARATE COMPLAINT REGARDING TREAD WEAR ON NOW TIRES, BUT IT'S A FEW WEEKS LATER AND SOMETHING STILL ISN'T RIGHT.

I'M NOT GETTING STUCK IN REVERSE ANYMORE, IT'S ONLY BEEN A MONTH, BUT I HAVEN'T HAD THE JEEP STOP, BUT IT FEEL LIKE THE (EXCUSE MY LACK OF MECHANICAL [XXX]) FUEL ISN'T GETTING TO WEAR IT NEEDS TO GO FAST ENOUGH BECAUSE SOMETIMES IT DOESN'T ACCELERATE (IT'S BEEN OVER 30 DEGREES ALL WEEK, IT'S NOT DUE TO NOT HAVING THE CAR WARM UP). THEN WHEN IT DOES CHOOSE TO ACCELERATE IT "JUMPS" TO IT. OVERALL IT'S JUST NOISY.

INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6). \*TR

z. **DATE OF INCIDENT:** June 4, 2014  
**DATE COMPLAINT FILED:** June 6, 2014  
**NHTSA/ODI ID:** 10596594  
**SUMMARY:** TL\* THE CONTACT OWNS A 2011 JEEP PATRIOT. THE CONTACT STATED WHILE DRIVING APPROXIMATELY 25 MPH, THE VEHICLE STALLED WITHOUT WARNING . THE CONTACT WAS ABLE TO RESTART THE VEHICLE HOWEVER, IT OCCURRED TWICE IN ONE DAY. THE VEHICLE WAS TAKEN TO THE DEALER, WHO COULD NOT DIAGNOSE THE FAILURE. THE MANUFACTURER ADVISED THE DEALER TO UPDATE THE TRANSMISSION CONTROL AND POWER TRAIN MODULE. THE VEHICLE WAS REPAIRED. THE APPROXIMATE FAILURE MILEAGE WAS 17,001. UPDATED 08/28/14\*LJ UPDATED 09/4/2014 \*JS

aa. **DATE OF INCIDENT:** July 15, 2014  
**DATE COMPLAINT FILED:** July 20, 2014  
**NHTSA/ODI ID:** 10614789

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**SUMMARY:** I PURCHASED MY 2011 JEEP PATRIOT FROM KRAFT NISSAN NOVEMBER 16, 2013. WHEN I INITIALLY PURCHASED IT THEY PRINTED OUT THE VEHICLE HISTORY REPORT SHOWING THAT THE VEHICLE HAS NEVER BEEN IN ACCIDENTS AND THAT THERE WAS ONLY ONE PREVIOUS OWNER. SINCE MY PURCHASE I COMPLIED WITH EVERY SCHEDULED SERVICING AND HADN'T HAD ANY MAJOR PROBLEMS. WELL, JULY 15, 2014, AS I WAS DRIVING ON THE HIGHWAY, THE TRANSMISSION OVERHEATING LIGHT LIT UP SO I DROVE TO THE NEAREST GAS STATION AND IMMEDIATELY CONTACTED THE JEEP CUSTOMER SERVICE LINE AND THE OPERATOR INSTRUCTED ME TO LET THE CAR COOL OFF BEFORE STARTING IT BACK UP TO CONTINUE WITH MY JOURNEY. AFTER ABOUT AN HOUR AND A HALF, I BEGAN TO DRIVE AGAIN AND I IMMEDIATELY CONTACTED KRAFT NISSAN TO SCHEDULE AN APPOINTMENT TO GET MY VEHICLE INSPECTED. MY APPOINTMENT WAS FOR JULY 17, 2014, AND I LEFT MY CAR THERE WITH THEM FOR 10 HOURS, FINALLY I CALLED THEM AND THEY EXPLAINED THAT MY TRANSMISSION FLUID WAS DIRTY AND THAT I NEEDED TO GET IT FLUSHED AND THE PRICE WOULD BE OVER \$500. I DECLINED THE SERVICE BECAUSE THE PRICE SEEMED TO BE A BIT STEEP, AND I BEGAN TO CALL AROUND TO FIND A BETTER PRICE, MEANWHILE, I WAS CHARGED A \$95 SERVICING FEE EVEN THOUGH THAT SERVICE SHOULD HAVE BEEN COVERED UNDER WARRANTY. AS I STATED BEFORE, I HAVE NEVER HAD ANY MAJOR PROBLEMS WITH MY AUTOMOBILE, WELL, JULY 18, 2014 MY CHECK ENGINE LIGHT LIT UP AND HAS BEEN ON EVER SINCE. IT IS NOW SUNDAY, JULY 20, 2014 AND THE LIGHT IS STILL ON. I AM PLANNING ON TAKING MY AUTOMOBILE BACK IN TO KRAFT NISSAN TO SEE EXACTLY WHY MY 'CHECK ENGINE' HAS BEEN ON SINCE MY VISIT WITH THEM. \*TR

- bb. **DATE OF INCIDENT:** July 26, 2014  
**DATE COMPLAINT FILED:** July 26, 2014  
**NHTSA/ODI ID:** 10616598  
**SUMMARY:** TRANSMISSION OVERHEAT LIGHT, DECREASE SPEED ON HIGHWAY& NOISE. THIS IS 4 TH TIME THIS SUMMER. STEAMED ON SIDE OF HIGHWAY AGAIN THIS SUMMER UNTIL TURNED OFF AND COOL DOWN. \*TR
  
- cc. **DATE OF INCIDENT:** August 9, 2014  
**DATE COMPLAINT FILED:** July 25, 2014  
**NHTSA/ODI ID:** 10621044  
**SUMMARY:** STARTED MAKING WHIRRING NOISE, LOST

1 POWER AND TRANSMISSION OVERHEAT LIGHT CAME ON.  
2 HAD TO PULL OVER ON HIGHWAY AT NIGHT. \*TR

3 dd. **DATE OF INCIDENT:** August 15, 2014

4 **DATE COMPLAINT FILED:** August 17, 2014

5 **NHTSA/ODI ID:** 10625859

6 **SUMMARY:** WHILE GOING ABOUT 75 MPH, COMING BACK  
7 FROM CALIFORNIA, THE ENGINE SEEMED TO START  
8 MAKING A DIFFERENT WHINING TYPE SOUND AND THEN  
9 THE LIGHT TELLING ME THE TRANSMISSION WAS  
10 OVERHEATING CAME ON. I IMMEDIATELY PULLED OVER  
11 AND LET IT SIT FOR 10 MINUTES WHILE IDLING , WHICH  
12 THE OWNER MANUAL SUGGESTED,. THE LIGHT THEN  
13 WENT OFF AND WE PROCEEDED HOME WITH NO FURTHER  
14 INCIDENT. IT WAS REALLY STRANGE THOUGH WHEN YOU  
15 ARE IN A LARGE GROUP OF VEHICLE'S AND YOU  
16 SUDDENLY LOSE ALL ABILITY TO ACCELERATE;  
17 DEFINITELY A POTENTIAL SAFETY ISSUE OUT ON THE  
18 ROAD.. \*TR

19 ee. **DATE OF INCIDENT:** November 11, 2013

20 **DATE COMPLAINT FILED:** November 1, 2014

21 **NHTSA/ODI ID:** 10651865

22 **SUMMARY:** CAR STALLED WHILE TRAVELING ON  
23 HIGHWAY AT 60 MPH. NO WARNING. PROBLEM  
24 CONTINUES, DEALER WILL NOT FIX. SAYS HE CAN'T FIND  
25 CAUSE OF STALLING. HOWEVER, NHTSA AND US GOV.  
26 REGULATORY AGENCY HAS BEEN INVESTIGATING  
27 MULTIPLE SIMILAR COMPLAINTS FROM OTHER JEEP  
28 PATRIOT OWNERS INCLUDING ONE WHO HAD HIS JEEP  
TOTALED BY ANOTHER CAR REAR ENDING HIS VEHICLE  
WHEN THE JEEP STALLED. I AM NOT SAFE IN THIS CAR. I  
NEED HELP HAVING JEEP STEP UP TO FIX THIS  
TRANSMISSION WHICH IS CLEARLY FAILING. JEEP IS WELL  
AWARE OF THIS PROBLEM WITH THE JEEP PATRIOT BUT  
UNLESS THERE IS A RECALL, THOSE OF US WHO BOUGHT  
THIS CAR IN GOOD FAITH HAVE BEEN HUNG OUT TO DRY.  
\*TR

ff. **DATE OF INCIDENT:** January 15, 2014

**DATE COMPLAINT FILED:** February 5, 2015

**NHTSA/ODI ID:** 10681551

**SUMMARY:** WHILE TRAVELING AT BOTH HIGHWAY AND  
RESIDENTIAL SPEEDS MY JEEP PATRIOT WILL SUDDENLY,  
WITHOUT WARNING , LOSE POWER . THE FIRST  
OCCURRENCE WAS AT ~85,000 AND NOW OCCURS EVERY  
50 MILES OR SO. ENGINE SHUT DOWN IS RANDOM

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WITHOUT WARNING AND HAS RESULTED IN NEAR COLLISIONS, AS I STRUGGLE TO GET OUT OF THE MOVING TRAFFIC LANE.

ENGINE LIGHT WILL COME ON AFTER OCCURRENCE AND REMAIN ON UNTIL CAR HAS SET FOR THE NIGHT. ENGINE DIAGNOSTICS DO NOT APPEAR TO EXPLAIN PROBLEM PER REPAIR CENTER REPORT. \*TR

gg.**DATE OF INCIDENT:** September 4, 2014  
**DATE COMPLAINT FILED:** July 5, 2015  
**NHTSA/ODI ID:** 10732025

**SUMMARY:** ON APPROXIMATELY 9/4/2014 WE WERE TRAVELING ON CA HWY 15 IN THE BAKER CA AREA, TEMP WAS APPROX. 95 DEG. AND WE WERE GOING UP HILL. ABOUT HALF WAY UP, THE TRANSMISSION TEMP. LIGHT CAME ON AND THE VEHICLE STARTED TO LOOSE POWER AND SLOW DOWN. AS WE PULLED TO THE SHOULDER OF THE ROAD WE CONTINUED TO THE TOP AND STARTED DOWN THE GRADE, ABOUT HALF WAY DOWN THE LIGHT WENT OUT AND THE VEHICLE RAN NORMAL. WE TOOK THE VEHICLE TO THE DEALER AND WAS TOLD THIS WAS A PROBLEM WITH THIS VEHICLE AND THAT THE ONLY THING THEY COULD TRY WAS TO REPLACE THE COOLER BYPASS VALVE WHICH THEY DID. ON APPROXIMATELY 6/5/15 AND APPROXIMATELY THE SAME AREA THE SAME PROBLEM HAPPENED. ON 6/15/15 WE TOOK THE VEHICLE TO THE DEALER AGAIN AND WAS TOLD THAT THIS A CONDITION OF THE VEHICLE A THAT NOTHING CAN BE DONE TO FIX THE PROBLEM. I ALSO CALLED THE MAIN SERVICE HOTLINE FOR JEEP AND WAS TOLD THE SAME THING.

hh.**DATE OF INCIDENT:** August 13, 2015  
**DATE COMPLAINT FILED:** August 17, 2015  
**NHTSA/ODI ID:** 10749162

**SUMMARY:** I WAS TRAVELING ON MY 2011 JEEP PATRIOT FOR THE FIRST TIME ON OUR WAY FROM SAN DIEGO, CALIFORNIA TO PEORIA, ARIZONA WHEN ABOUT 100 MILES MY CAR HAD TRANSMISSION OIL HOT WARNING LIGHT ON MY DASH.(WAS NOT PULLING ANYTHING) I PULLED OVER CAUSE THAT IS WHAT THE OWNERS MANUAL SAYS TO DO, I DID EXACTLY WHAT IT INSTRUCTED TO DO. THE LIGHT TURNED OFF, AND I CONTINUED WITH MY TRIP. THIS HAPPENED TWICE, BUT 45 MIN LATER MY ENGINE TURNED OFF WHEN I WAS ON THE FREEWAY. I DID NOT GET ANY WARNING ON MY DASH, I

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JUST COULD NOT SPEED UP. ALL ELECTRICAL WAS STILL WORKING AS IF THE CAR ENGINE WAS STILL RUNNING. I HAD TO STIR THE CAR FROM THE THIRD OUTSIDE LANE TO THE EMERGENCY RIGHT EMERGENCY LANE WITH NO POWER STEERING. ONCE I MANAGED TO DO THAT. MY CAR ENGINE WOULD NOT TURN ON. I HAD TO CALL FOR ROAD SIDE ASSISTANCE AND STAY ON THE 116 DEGREE WEATHER FOR TWO HOURS FOR A TOW TUCK. ONCE ALL THAT HAPPENED, THEY DROPPED THE CAR TO A JEEP DEALER. BUT THE DEALER WAS CLOSED. THE NEXT DAY, THE LOOKED AT THE CAR, AND THEY SAID NOTHING WAS WRONG WITH THE CAR. THEY COULD NOT FIGURE OUT WHAT HAPPENED. THIS HAPPENED FOR TWO DAYS. I GOT MY CAR BACK FROM THE DEALER WITH NOTHING DONE TO IT. I LOOKED THE PROBLEM UP IN MANY JEEP BLOGS AND IT SEEMS THIS CAR CANT BE USED ON LONG TRIPS CAUSE THE TRANSMISSION OVERHEATS. IM IN THE MILITARY AND MY WIFE DRIVES THIS CAR. I WISH I KNEW THIS WHEN I BOUGHT THE CAR FROM THE DEALER. I'M GOING TO TRADE THIS CAR IN FOR A DIFFERENT MAKE TODAY CAUSE I DON'T FEEL SAFE DRIVING THIS CAR. HOPE YOU CAN LOOK AT THIS ISSUE AND HELP ALL JEEP PATRIOTS DRIVERS. THANKS FOR YOUR HELP IN THEM MATTER.

- ii. **DATE OF INCIDENT:** July 4, 2015  
**DATE COMPLAINT FILED:** September 18, 2015  
**NHTSA/ODI ID:** 10765209

**SUMMARY:** THE CAR WAS PURCHASED FOR OUR DAUGHTER WHO TURNED (16) NOV 2014. MOST OF THE DRIVING TOOK PLACE ON LOCAL ROADS WITH SHORT-TERM HIGHWAY MILES..(10-15 MINS).

THE FIRST INSTANCE OCCURRED ON JULY 4TH, DRIVING TO RELATIVES FOR A BBQ & FIREWORKS, OUR FAMILY TOOK (2) CARS, MY DAUGHTER HAD BEEN DRIVING ABOUT 40 MINS @ 75MPH, WHEN THE CAR STARTED MAKING A WHINING NOISE AND THE TEMP LITE APPEARED ON HER DASHBOARD. SHE SAID THE CAR WAS BOGGING DOWN SO SHE PULLED OVER AND CALLED US. SHE WAITED 10 MINS THEN CONTINUED THE ADDITIONAL 15MIN DRIVE WITHOUT ISSUE. WE TOOK THE CAR INTO OUR AUTO REPAIR SHOP, WHERE THE RIGHT FRONT WHEEL BEARING WAS REPLACED, AS THEY COULD NOT FIND ANYTHING WRONG WITH THE ENGINE/POWERTRAIN, FLUIDS WERE FINE. TOTAL COST WITH LABOR AND MATERIALS \$260.14.

1 THE 2ND INSTANCE OCCURRED ON SEPT 18 (TODAY),  
2 DRIVING TO VISIT A FRIEND, MAINLY HIGHWAY MILES, 75-  
3 80 MPH. SHE CALLED AFTER (1.5) HOURS, STATING THAT  
4 THE TEMP LIGHT APPEARED AND THE CAR WAS MAKING  
5 WHINING NOISES. SHE SAID THE CAR WAS NOT REACTING  
6 RIGHT AND FELT IT WAS GOING TO STALL. WHEN SHE  
7 PRESSED THE GAS PEDAL IT WOULD NOT REACT. SHE  
8 PULLED OFF THE EXPRESSWAY AND PULLED INTO A GAS  
9 STATION TURNING OFF THE ENGINE FOR ABOUT (10)  
10 MINUTES. SHE STARTED THE CAR AND FINISHED THE LAST  
11 1/2 HR OF EXPRESSWAY MILES, STAYING WELL UNDER 70  
12 MPH, WITH NO ISSUES.

13 THE CONCERN IS THAT THE PROBLEM OCCURS DURING  
14 HIGHWAY TRAVELING OVER 70 MPH CONSISTANTLY OVER  
15 (1) HOUR. POSING A SAFETY RISK OF STALLING OR NOT  
16 BOGGING DOWN ON THE HIGHWAY. THIS CAR WILL BE  
17 TAKEN TO COLLEGE IN THE SPRING 2016, 2-3 HOURS AWAY  
18 WHERE SHE WILL BE DOING REGULAR HIGHWAY DRIVING  
19 AND GETTING TO THE DESTINATION SAFETLY IS ALL THAT  
20 MATTERS.

21 **jj. DATE OF INCIDENT:** May 24, 2016  
22 **DATE COMPLAINT FILED:** September 15, 2016  
23 **NHTSA/ODI ID:** 10906776

24 **SUMMARY:** WHILE TRAVELING ON A FREEWAY MY  
25 INSTRUMENT PANEL LIT UP AND MY CAR LOST ALL  
26 POWER. I WAS ABLE TO COAST TO THE SHOULDER. WHEN  
27 I LOOKED UP THE PANEL LIGHT MEANINGS IN THE  
28 MANUAL, I DETERMINED IT WAS SAFE TO ATTEMPT TO  
RESTART THE CAR. THE CAR WOULD NOT START. AFTER  
WAITING FOR A FEW MINUTES, I WAS ABLE TO START THE  
CAR AND TAKE IT IN TO THE DEALER. THE SERVICE  
DEPARTMENT ACKNOWLEDGED THE CAR PROBLEM BUT  
WAS UNABLE TO DUPLICATE IT. AT THE TIME. I HAD THE  
SAME PROBLEM A FEW OTHER TIMES, MY CAR STALLED IN  
THE MIDDLE OF AN INTERSECTION AND WOULD NOT  
RESTART. AGAIN, SERVICE DEPARTMENT IS UNABLE TO  
DUPLICATE THIS ISSUE.

IT USUALLY HAPPENS WHILE DRIVING FOR 40-60 MINUTES  
APPROX. 70-75 MPH. AFTER COASTING THE VEHICLE TO  
THE SIDE OF THE ROAD... THE DEALER ADVISED ME THAT  
THEY WERE UNABLE TO DIAGNOSE THE FAILURE. THE  
MANUFACTURER WAS NOTIFIED AND OFFERED NO  
ASSISTANCE.

1 **kk. DATE OF INCIDENT:** September 25, 2016  
2 **DATE COMPLAINT FILED:** September 26, 2016  
3 **NHTSA/ODI ID:** 10909752

4 **SUMMARY:** I OWN A 2011 JEEP PATRIOT AND THE  
5 TRANSMISSION HAS ALREADY GONE OUT! IT HAPPENED  
6 IMMEDIATELY. NO WARNING, NOTHING. I WAS DRIVING  
7 ON THE FREEWAY AND HEARD A LOUD WINDING NOISE. I  
8 COULD NOT ACCELERATE AT ALL. I PULLED OFF THE  
9 FREEWAY AND TURNED THE CAR OFF. WHEN I TURNED  
10 THE CAR BACK ON I WAS ABLE TO ACCELERATE, BUT FOR  
11 ONLY A MILE OR SO. THEN NO ACCELERATION AND I  
12 COULD NOT REVERSE. THE CAR HAS 160K MILES.

13 **ll. DATE OF INCIDENT:** June 30, 2014  
14 **DATE COMPLAINT FILED:** October 28, 2016  
15 **NHTSA/ODI ID:** 10919863

16 **SUMMARY:** TL\* THE CONTACT OWNS A 2011 JEEP PATRIOT.  
17 THE CONTACT STATED THAT THE TRANSMISSION  
18 INDEPENDENTLY SHIFTED OUT OF FOURTH GEAR INTO  
19 NEUTRAL. THE FAILURE OCCURRED WITHOUT WARNING.  
20 THE VEHICLE WAS TAKEN TO THE DEALER WHERE IT WAS  
21 DIAGNOSED THAT THE GEAR SHIFT ASSEMBLY NEEDED TO  
22 BE REPLACED. THE VEHICLE WAS REPAIRED; HOWEVER,  
23 THE FAILURE RECURRED. THE VEHICLE WAS TAKEN BACK  
24 TO THE DEALER AND REPAIRED AGAIN, BUT THE FAILURE  
25 RECURRED. THE MANUFACTURER WAS NOTIFIED OF THE  
26 FAILURE. THE FAILURE MILEAGE WAS APPROXIMATELY  
27 58,000.

28 **mm. DATE OF INCIDENT:** November 1, 2016  
**DATE COMPLAINT FILED:** November 1, 2016  
**NHTSA/ODI ID:** 10920646

**SUMMARY:** VEHICLE HAS 79K MILES. I STARTED MY CAR  
AND THE CHECK ENGINE LIGHT CAME ON. I PULLED OUT  
OF THE PARKING LOT WITH NO ISSUES AND SUDDENLY  
THE CAR SLOWS DOWN AS IF THERE'S NO POWER. ALMOST  
GOT HIT BECAUSE I COULD NOT SPEED UP. PULLED OVER  
AND CHECKED THE INTERNET FOR ISSUES. GOOGLED JEEP  
PATRIOT TRANSMISSION ISSUES AND IT APPEARS AS  
THOUGH THIS IS A COMMON ISSUE. NUMEROUS  
COMPLAINTS OF DRIVING ON THE HIGHWAY AND THEN A  
SUDDEN LOSS OF POWER AND VEHICLE SLOWING TO 20-30  
MPH. I BELIEVE THIS IS A MAJOR SAFETY CONCERN  
BECAUSE OF SUDDEN LOSS OF POWER -- ESPECIALLY AT  
HIGHWAY SPEEDS! THANK YOU. \*TR

**nn. DATE OF INCIDENT:** January 5, 2017

1 **DATE COMPLAINT FILED:** March 16, 2017

2 **NHTSA/ODI ID:** 10966228

3 **SUMMARY:** THIS VEHICLE HAS HAD THE TRANSMISSION  
4 CONTROL MODULE (TCM) REPLACED THREE TIMES BY A  
5 CERTIFIED JEEP DEALER. THE FAULTY TCM CAUSES THE  
6 JEEP TO BARELY START OR TO SUDDENLY CAUSE THE JEEP  
7 TO LOSE POWER IF DRIVING AND ONLY GO ABOUT 5 MPH  
8 IN REVERSE OR FIRST GEAR. ALSO, THE TRACTION  
9 CONTROL, TRANSMISSION TEMPERATURE AND CHECK  
10 ENGINE LIGHTS WERE ON. THE TCM HAS FAILED ONCE  
11 WHEN THE VEHICLE WAS STATIONARY AND TWICE WHEN  
12 MOVING. IT TAKES AT LEAST A WEEK FOR THE DEALER TO  
13 ORDER AND INSTALL A REPLACEMENT TCM, LEAVING ME  
WITHOUT MY JEEP AND CAUSING ME TO LOSE ANY  
CONFIDENCE IN MY VEHICLE. I COMPLAINED TO BOTH  
CARMAX, WHERE I BOUGHT THE JEEP; AND TO CHRYSLER  
JEEP, WHICH HOLDS THE DRIVETRAIN WARRANTY. BOTH  
COMPLAINTS WERE REBUFFED AS NOT BEING VALID. I  
TRIED TO UPLOAD MY DOCUMENTATION BUT COULDN'T. I  
CAN SEND IT TO YOU VIA EMAIL OR FAX. THE "WHEN DID  
THIS HAPPEN DATE WAS THE 4TH TIME I HAD TCM  
PROBELMS

14 oo. **DATE OF INCIDENT:** September 20, 2016

15 **DATE COMPLAINT FILED:** March 21, 2017

16 **NHTSA/ODI ID:** 10967535

17 **SUMMARY:** TRANSMISSION OVERHEATS WITHOUT  
18 WARNING UNTIL IT ALREADY HAS HAPPENED.  
19 TRANSMISSION SLIPS AND MAKES NOISE. BECAUSE THERE  
20 ARE NO CODES DEALERS CANNOT PROPERLY DIAGNOSE  
21 THIS ISSUE.. WHILE ON THE FREEWAY CAR WILL  
22 OVERHEAT AND COMPLETELY SHUT DOWN LEAVING YPU  
AT RISK OF POSSIBLE COLLISIONS. ALWAYS TOLD IT  
NEEDS A TRANSMISSION FLUSH. THESE FLUSHES ARE  
ALREADY EXPENSIVE BUT DO NOT FIX THE PROBLEM ON  
HOT DAYS (I LIVE IN ARIZONA) ITS MORE SUSCEPTIBLE TO  
OVERHEATING AND SHUTTING

23 pp. **DATE OF INCIDENT:** July 28, 2017

24 **DATE COMPLAINT FILED:** August 1, 2017

25 **NHTSA/ODI ID:** 11012077

26 **SUMMARY:** 2ND TIME MY TRANSMISSION STALL WHILE  
27 ON THE INTERSTATE DUE TO TRANSMISSION  
28 OVERHEATING LIGHT COMES ON AND VEHICLE WILL  
STALL AND NOT ACCELERATE PAST 40 MPH. I HAD TO  
MOVE OVER THREE LANES TO PULL OVER ON THE SIDE OF  
I15 N WITH VEHICLES COMING UP TO 70 MPH. HAPPY TO BE



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ALIVE AND THAT I WAS NOT HIT. THIS IS THE 2ND TIME THIS ISSUE HAPPENS TO ME AND IT SEEMS LIKE JEEP IS WAITING FOR SOMEONE TO GET KILL TO FIX THEIR CVT TRANSMISSION ISSUES. CHRYSLER/ JEEP KNOW THAT IS AN ONGOING ISSUE AND DO NOT CARE TO FIX IT. TOOK IT BOTH TIMES TO DEALER AND "IS NOTHING" IS WHAT I AM TOLD EVERY TIME "IS A FLUKE IN A CODE" "JUST PULL OVER AND LET IT COOL EVERY TIME IT HAPPENS" AND WELL "WE DON'T HAVE A FIX FOR IT". THEY ONLY RECOMMENDED TO REPLACE FLUID BUT DID NOT WARRANTY THIS WILL FIX PROBLEM. OBVIOUSLY THERE IS SOMETHING WRONG WHEN SO MANY PEOPLE KEEP ON COMPLAINING ABOUT THIS ISSUE. AND, WELL NISSAN WHO USES THE JATCO CVT IS FIXING BEARING IN THE TRANSMISSION AND TRANSMISSION COOLERS AND FIXING THE ISSUE. JEEP/ CHRYSLER JUST DOES NOT CARE ABOUT IT CUSTOMERS AND TELL US "IS NOTHING" NEVER EVER BUYING A JEEP AND/ OR CHRYSLER IN LIFE! WILL GLADLY TRADE-IN SOON AS I AM NOT WILLING TO PUT MY LIFE AT RISK GETTING HIT ON AN INTERSTATE AT 70 MPH BY ANOTHER CAR. WHAT WOULD I TELL THEM SORRY I AM DRIVING 30 - 40 MPH ON THE HIGHWAY BUT MY CVT TRANSMISSION IS FAULTY AND IT STALL ON ME. NO THANK YOU!!!!

qq. **DATE OF INCIDENT:** November 23, 2017  
**DATE COMPLAINT FILED:** December 1, 2017  
**NHTSA/ODI ID:** 11051825

**SUMMARY:** CVT TRANSMISSION JUMPS OUT OF GEAR, HAS TROUBLE GOING INTO GEAR. JUMPS FROM AUTOMATIC TO MANUAL ON ITS OWN. DOES NOT ALWAYS STAY IN GEAR WHEN SHUT DOWN.

TRANSMISSION ULTIMATELY FAILED AND NEEDS TO BE REPLACED.

rr. **DATE OF INCIDENT:** June 20, 2018  
**DATE COMPLAINT FILED:** June 20, 2018  
**NHTSA/ODI ID:** 11102773

**SUMMARY:** WHEN I PRESS ON THE GAS TO ACCELERATE MY VEHICLR STALLS AND DOES NOT MOVE THEN JERKS VERY QUICKLY FLYING MY CAR FORWARD. I WAS TOLD I NEED A NEW TRANSMISSION AT 115,000 MILES. JEEP HAS KNOWLEDGE OF THE EARLY CVT TRANSMISSION FAILURES AND WILL NOT REPLACE THEM. VERY UNSAFE.

**2011 Jeep Compass**

1 ss. **DATE OF INCIDENT:** June 1, 2011  
2 **DATE COMPLAINT FILED:** June 13, 2011  
3 **NHTSA/ODI ID:** 10406187

4 **SUMMARY:** ...THE CONSUMER ALSO STATED THE  
5 TRANSMISSION FAILED TO CHANGE GEARS. THERE WAS A  
6 WHINING SOUND AND IT FELT AS THOUGH, IT WAS  
7 STRAINING TO CHANGE GEARS. THE FAILURE RESULTED  
8 IN A LOSS OF POWER NECESSARY TO MERGE SAFELY  
9 FROM ONE LANE OF TRAFFIC TO ANOTHER. THE  
10 CONSUMER STATED THE VEHICLE LOST ALL POWER. THE  
11 VEHICLE STRUGGLED TO RE-START, BUT EVENTUALLY IT  
12 DID. THE CHECK ENGINE LIGHT ILLUMINATED  
13 AFTERWARDS. UPDATED 11/21/11

14 tt. **DATE OF INCIDENT:** June 19, 2011  
15 **DATE COMPLAINT FILED:** July 21, 2011  
16 **NHTSA/ODI ID:** 10414017

17 **SUMMARY:** (AMONG OTHER PROBLEMS), THIS 2011 JEEP  
18 COMPASS HAS TRANSMISSION DIFFICULTIES. ON  
19 MULTIPLE OCCASIONS THE AUTOMATIC TRANSMISSION  
20 HAS FAILED TO SHIFT FROM GEAR TO GEAR WITHOUT  
21 MANUAL ASSISTANCE. IT WILL WHINE AND STRAIN AND  
22 JUST NOT CHANGE, EVEN AS THE RPM CLIMB SKY HIGH, IT  
23 WILL NOT SHIFT WITHOUT ASSISTANCE. THIS FAILURE  
24 WAS FIRST DOCUMENTED ON 6/19/11 BUT THERE WERE  
25 MULTIPLE FAILURE BEFORE THIS DATE. THE SYSTEM  
26 FAILURE HAS RESULTED IN A REDUCTION OF POWER TO  
27 SUCH EXTENT THAT IT IS DIFFICULT TO SAFELY MERGE  
28 INTO A LANE OF TRAFFIC. DURING SUCH EPISODES THE  
ACCELERATOR COULD BE PRESSED TO THE FLOOR AND  
THE MAXIMUM SPEED WOULD NOT EXCEED 20 OR 25  
MILES PER HOUR. THIS VEHICLE (WHICH HAS OTHER  
PROBLEMS) IS CONSIDERED TO BE UNSAFE. I AM  
PRESENTLY WAITING FOR A COMPANY "INVESTIGATOR"  
TO ACCESS THESE PROBLEMS. \*KB

uu. **DATE OF INCIDENT:** December 23, 2011  
**DATE COMPLAINT FILED:** January 14, 2012  
**NHTSA/ODI ID:** 10443798

**SUMMARY:** I WAS DRIVING THE CAR AND IT TACKED HIGH  
3-4 FOR A FEW SECONDS AND DID NOT DRIVE ALTHOUGH  
FOOT WAS TO THE FLOOR ON GAS PEDAL IT WOULD JUST  
NOT MOVE, KNEW IT WAS TRANSMISSION PROBLEM BUT  
ENGINEERING AT CHRYSLER HAS TRIED EVERY FIX THEY  
CAN THINK OF TO AVOID REPLACING TRANSMISSION  
WITH NO SUCCESS. WAITING SUPPOSEDLY FOR NEW

1 TRANSMISSION AND HAS BEEN IN THE SERVICE CENTER  
2 AT THE DEALER FOR 20+ DAYS. I HAD THE CAR FOR 52  
3 DAYS PRIOR TO FAILURE AND IT ONLY HAD 2025 MILES ON  
IT. \*TR

4 vv. **DATE OF INCIDENT:** August 10, 2014  
5 **DATE COMPLAINT FILED:** August 12, 2014  
6 **NHTSA/ODI ID:** 10621862

7 **SUMMARY:** I BOUGHT THE CAR IN 2011. THE  
8 TRANSMISSION GOT BROKEN BEFORE THE CAR HAD 1000  
9 MILES AND IT WAS COVERED BY WARRANTY WITH A NEW  
10 TRANSMISSION. A YEAR LATER I WAS DRIVING AND THE  
11 TRANSMISSION LIGHT TURNED ON AND THE CAR STOPPED  
12 RESPONDING. AFTER WAITING FOR ABOUT ONE HOUR, THE  
13 LIGHT WENT OFF AND I COULD DRIVE TO A DEALER. THEY  
14 DID NOT FIND "ANYTHING WRONG" WITH THE  
15 TRANSMISSION AND THEY DID NOT MAKE ANY  
16 REPARATION. A MONTH AGO THE SAME HAPPENED AFTER  
17 DRIVING FOR TWO HOURS. I LEFT THE CAR AT A  
18 DIFFERENT DEALER, AND AFTER HAVING MY CAR FOR  
19 THREE DAYS THEY TOLD ME THE SAME: "NOTHING IS  
20 WRONG WITH THE CAR" AND NO REPARATIONS WERE  
21 DONE. LAST SUNDAY I WAS DRIVING TO A DIFFERENT  
22 STATE, AND AGAIN AFTER 2 HOURS DRIVING, THE CAR  
23 STOPPED RESPONDING AND THE TRANSMISSION LIGHT  
24 TURNED ON. AFTER WAITING FOR 2 HOURS IN THE  
25 ROADSIDE I COULD FINALLY REACH MY DESTINATION.  
26 THERE IS DEFINITELY SOMETHING WRONG WITH THE  
27 TRANSMISSION OF THE CAR, AND IT SEEMS THAT  
28 CHRYSLER DOES NOT WANT TO TAKE RESPONSIBILITY  
FOR IT. MAYBE THEY ARE WAITING FOR ME TO HIT 100,000  
MILES TO TELL ME THAT THE TRANSMISSION IS USELESS  
AND I HAVE TO PAY FOR A NEW ONE??? HOW COME THE  
SAME PROBLEM HAPPENED 3 TIMES AND 3 DEALERS DID  
NOT IDENTIFY THE PROBLEM? THE FACT IS THAT THE CAR  
IS NOT RELIABLE, AND I CANNOT PLAN ANY TRIP LONGER  
THAT 1 HOUR DRIVE... \*TR

ww. **DATE OF INCIDENT:** June 19, 2011  
**DATE COMPLAINT FILED:** July 21, 2011  
**NHTSA/ODI ID:** 10414017

**SUMMARY:** (AMONG OTHER PROBLEMS), THIS 2011 JEEP  
COMPASS HAS TRANSMISSION DIFFICULTIES. ON  
MULTIPLE OCCASIONS THE AUTOMATIC TRANSMISSION  
HAS FAILED TO SHIFT FROM GEAR TO GEAR WITHOUT  
MANUAL ASSISTANCE. IT WILL WHINE AND STRAIN AND

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JUST NOT CHANGE, EVEN AS THE RPM CLIMB SKY HIGH, IT WILL NOT SHIFT WITHOUT ASSISTANCE. THIS FAILURE WAS FIRST DOCUMENTED ON 6

xx. **DATE OF INCIDENT:** June 19, 2011  
**DATE COMPLAINT FILED:** July 21, 2011  
**NHTSA/ODI ID:** 10414017

**SUMMARY:** (AMONG OTHER PROBLEMS), THIS 2011 JEEP COMPASS HAS TRANSMISSION DIFFICULTIES. ON MULTIPLE OCCASIONS THE AUTOMATIC TRANSMISSION HAS FAILED TO SHIFT FROM GEAR TO GEAR WITHOUT MANUAL ASSISTANCE. IT WILL WHINE AND STRAIN AND JUST NOT CHANGE, EVEN AS THE RPM CLIMB SKY HIGH, IT WILL NOT SHIFT WITHOUT ASSISTANCE. THIS FAILURE WAS FIRST DOCUMENTED ON 6

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26 WAS FIRST DOCUMENTED ON 6

## 2011 Dodge Caliber

27 **ddd. DATE OF INCIDENT:** June 2, 2013

28 **DATE COMPLAINT FILED:** June 3, 2013

**NHTSA/ODI ID:** 10514764

**SUMMARY:** DRIVING UP HILL RPMS JUMPED UP TO 4000  
WOULD NOT SHIFT GEARS PULLED OVER TRANSMISSION  
FLUID LEAKING FROM TRANSMISSION. HAD BEEN TO  
DEALER COMPLAINING OF SAME TYPE NOISES THEY  
ALWAYS SAID NO PROBLEM FOUND. 300 DOLLAR TOW TO  
NEAREST DEALER. SITTING THERE NOW. WAITING TO  
HEAR FROM THEM IN THE MORNING. \*TR

**eee. DATE OF INCIDENT:** September 4, 2015

**DATE COMPLAINT FILED:** December 14, 2015

**NHTSA/ODI ID:** 10810097

**SUMMARY:** DRIVING TO MASSACHUSETTS FROM NH...3  
HOUR RIDE...JUST OUTSIDE OF SPRINGFIELD, MA ON A

1 VERY BUSY HIGHWAY, THE CAR SUDDENLY  
2 DEACCELERATED, LOST POWER, AND DASH WARNING  
3 LIGHTS CAME ON. THE CAR WENT FROM APPROX 75/80 MPH  
4 DOWN TO 30MPH AND LOWER. I WAS IN THE MIDDLE OF  
5 THE THIRD LANE, AND HAD TO TRY TO GET OVER TO THE  
6 BREAK DOWN LANE WITH A CAR FULL OF KIDS. THIS IS  
7 NOT SAFE, AND SEVERAL VEHICLES WERE SWERVING  
8 AROUND ME TO AVOID HITTING ME IN THE REAR END.  
9 WHEN TRYING TO ACCELERATE, I WOULD PUT MY FOOT  
10 TO THE FLOOR ON THE GAS PEDAL AND NOTHING WOULD  
11 HAPPEN. IT WAS LIKE IT SUDDENLY WENT INTO NEUTRAL.  
12 VERY, VERY DANGEROUS. ALSO, THE SHIFTING LEVER  
13 OFTEN SHIFTS MY CAR INTO MANUAL OPERATION  
14 INSTEAD OF AUTOMATIC WITHOUT ME EVEN REALIZING  
15 IT.

16 **fff. DATE OF INCIDENT:** April 4, 2016

17 **DATE COMPLAINT FILED:** April 6, 2016

18 **NHTSA/ODI ID:** 10853766

19 **SUMMARY:** I HAVE BEEN NOTICING SLIPPING BETWEEN  
20 GEARS. I TRIED TAKING OFF FROM A STOP LIGHT AND IT  
21 WOULDN'T GO ANY FASTER THAN 15 MPH ALMOST  
22 GETTING HIT FROM BEHIND. THEN THE RPM WOULD  
23 ACCELERATE HOWEVER SPEEDOMETER WOULDN'T  
24 JUSTIFY THE INCREASE. ALSO IT'S SOUNDING WEIRD, KIND  
25 OF LIKE VACUUM. BUT DEFINITELY LOSS OF POWER AND  
26 SUCKING UP GAS . THIS IS A SERIOUS PROBLEM AND  
27 JUDGING BY ALL THE OTHER REVIEWS/COMPLAINTS, I'M  
28 NOT THE ONLY ONE WITH THIS PROBLEM. YOU NEED TO  
DO A SERIOUS RECALL ON ALL AFFECTED VEHICLES AND  
STOP HAVING US PULLING MONEY OUT OF OUR POCKET  
TO COVER AN OBVIOUS DEFECT WITH SAID CALIBERS.

**ggg. DATE OF INCIDENT:** June 21, 2017

**DATE COMPLAINT FILED:** July 6, 2017

**NHTSA/ODI ID:** 11003480

**SUMMARY:** WE BOUGHT THE CAR NEW IN 2011, SINCE  
THEN EVERY SUMMER WHEN WE TRAVEL MORE THAN 30  
MILES ON THE HWY WHEN ITS OVER 110 DEGREES OUT THE  
TRANSMISSION LIGHT GOES ON AND CAR GOES INTO LIMP  
MODE (CVT TRANSMISSION). I HAVE BEEN TO DEALER  
MULTIPLE TIMES FOR THIS AND ADVISED THAT DODGE  
KNOWS AND THAT I AM TO PULL OVER AND LET IT COOL  
DOWN. WE LIVE IN LAKE HAVASU CITY, AZ WHERE ITS  
OVER 110 DEGREE'S 3 OR MORE MONTHS OF THE YEAR. MY  
WIFE WAS COMING BACK FROM ROAD TRIP ON I-40 ON  
JUNE 21 AND CAR WENT INTO LIMP MODE AND WOULDN'T

1 GO 10MPH. SHE HAD TO SIT ON SIDE ROAD FOR 30MIN FOR  
2 TRANS TO COOL BEFORE WOULD LET HER RESUME. THIS  
3 IS A SAFETY ISSUE LEAVING MOTORISTS STUCK IN 110+  
4 DEGREE WEATHER ON SIDE OF THE ROAD. I AM STILL  
5 UNDER FACTORY WARRANTY TOOK IT BACK INTO DODGE  
6 AND THEY DID FULL CHECK ON TRANS SAID ITS FINE. I  
7 EVEN HAD TRANS FLUSHED BEFORE THE TRIP. I  
8 UNDERSTAND NISSAN HAS SAME ISSUES WITH THE CVT  
9 TRANSMISSION AND YET BOTH COMPANY'S CONTINUE TO  
10 USE THESE TRANSMISSIONS KNOWING THE PROBLEM.

### 7 **Customer Complaints on Third-Party Websites**

8 49. Consumers similarly complained about the defect on various online  
9 forums. Below are some examples.

#### 10 **2008-2010 Jeep Patriot**

- 11 a. **November 24, 2008:** ....After only one trouble free year  
12 of Jeep Patriot ownership I get hit with a bombshell. Chrysler wants  
13 to totally replace the pats CVT transmission.

14 The fun all started about a week ago when a sound started coming  
15 from the engine area that got louder as I accelerated. Its hard to  
16 explain but it sounded like a jet or a whistling sound. But the car  
17 drove normal except that my wife (she drives it most of the time)  
18 said it felt sluggish at times, and our gas mileage went downhill.  
19 Barely got 400kms a tank. So off it went to the dealership. Two  
20 hours after dropping it off I get the phone call telling me that it needs  
21 to be replaced, they drained the tranny fluid and found metal  
22 shavings in it. They mentioned something about a broken pin. And  
23 instructions from Chrysler were to not do anything to it but remove  
24 it, and that they would install a new one. And they would be  
25 shipping the tranny off to Chrysler so it can be examined further.

26 I am shocked. The service technicians were all too. I thought CVTs  
27 were bulletproof. We babied the car, it barely saw over 2000 rpms,  
28 and all maintenance was done on schedule.

Anyways now I am without the Pat for at week at least.... (Available  
at [https://www.jeepatriot.com/forum/15-engine-drivetrain/9751-  
blown-cvt-transmission-after-only-26000km.html](https://www.jeepatriot.com/forum/15-engine-drivetrain/9751-blown-cvt-transmission-after-only-26000km.html))

- 29 b. **February 20, 2009:** I also had to have my CVT tranny replaced at  
30 about 40,000 km. It started off with a whining noise (like a bad  
31 bearing) at 80 km/h that got louder the faster I went.

32 Went to the dealer no less than 5 times to finally have the tranny

1 replaced. 1st time - bring it back for a full day, 2nd time - bring it  
2 back when the tranny guy is here, 3rd time - we have to replace the  
transfer case, 4th time - replaced the case problem still there, 5th  
3 time - replaced tranny.

4 Near the end the sound started at 20 km/h and was pretty darn loud at  
highway speeds. Only info I got was that there was a bad bearing.  
5 (*Available at [https://www.jeppatriot.com/forum/15-engine-  
drivetrain/9751-blown-cvt-transmission-after-only-26000km-2.html](https://www.jeppatriot.com/forum/15-engine-drivetrain/9751-blown-cvt-transmission-after-only-26000km-2.html)*  
6 ).

7  
8 c. **February 17, 2010:** I also have a jeep patriot sport 4 wheel drive,  
two repair shops have told me the transmission has to be replaced.  
9 the problem may be more common then what we are being told or  
can find through search? (*Available at*  
10 [https://www.jeppatriot.com/forum/15-engine-drivetrain/9751-  
blown-cvt-transmission-after-only-26000km-3.html](https://www.jeppatriot.com/forum/15-engine-drivetrain/9751-blown-cvt-transmission-after-only-26000km-3.html) ).

11  
12 d. **March 4, 2010:** About 2 weeks ago I started hearing this whining  
13 noise. I thought it would go away. A few days later I noticed that it  
would get more rapid/louder when I accelerated. I thought it was a  
14 wheel bearing. I took it into a mom and pop shop and they performed  
an inspection on the wheel bearing using a stethoscope. They  
15 couldn't find anything wrong with the bearings. Then.. they  
suggested it was my transmission. I called the dealer, might I add,  
16 mine is a Jeep Compass, with a little over 50k miles...OUT OF  
WARRANTY..I am not the original owner, and when I bought the  
17 vehicle, I didn't purchase and advanced warranty of any kind. When  
I spoke to the service guy he states that there is absolutely NO  
18 Service that is performed on these transmissions... other then regular  
19 maintenance. When ANYTHING breaks, they just replace the whole  
20 thing... TOTAL WASTE!! What a great way to gouge customers out  
of more money.. ridiculous... anyway.. the repair is going to cost me  
21 \$4000.... no less...

22 The funny thing about it is... my entire life, I promised myself I  
23 would never buy a Chrysler.. for real.. I heard horror story after  
horror story about how they have transmission problems out the  
24 wazoo...I even had an older friend that had an old Dodge van, he had  
the tranny replaced 4 times in that thing. 4 friggen times!! And I was  
25 soooooo excited when I got my compass, I loved it.. the radio, the  
features, comfortable, good economy... to only put 30,000 miles on  
26 it.. to break down.... (*Id.*)

27 e. **March 4, 2010:** I'm the same way buddy. I have had Fords my entire  
28 life and I figured I would give a **BRAND NEW Jeep** a shot. I'm sorry



1 I did. My 2010 Pat has 1600 miles on it. Bought it with 200. It has  
2 had transmission problems since day 1, but the dealer says "its  
3 normal". It's not normal when the transmission clunks and pops,  
4 shutters when decelerating, and is a bit noisy at higher speeds....

5 Shame on me for thinking a BRAND NEW Chrysler wouldn't have  
6 any problems. Now I get to battle with dealerships until finally it  
7 craps out and I get to say I told you so..... (Available at  
8 [https://www.jeepatriot.com/forum/15-engine-drivetrain/9751-](https://www.jeepatriot.com/forum/15-engine-drivetrain/9751-blown-cvt-transmission-after-only-26000km-4.html)  
9 [blown-cvt-transmission-after-only-26000km-4.html](https://www.jeepatriot.com/forum/15-engine-drivetrain/9751-blown-cvt-transmission-after-only-26000km-4.html)).

10 50. FCA US had superior and exclusive knowledge of the CVT Defect  
11 and knew or should have known that the defect was not known or reasonably  
12 discoverable by Plaintiff and Class Members before they purchased or leased the  
13 Class Vehicles.

14 51. Plaintiff is informed and believes and based thereon alleges that  
15 before Plaintiff purchased his respective Class Vehicles, and since 2010, FCA  
16 US knew about the CVT Defect through sources not available to consumers,  
17 including pre-release testing data, early consumer complaints to FCA US and its  
18 dealers, testing conducted in response to those complaints, high failure rates and  
19 replacement part sales data, and other aggregate data from FCA US dealers about  
20 the problem.

21 52. FCA US is experienced in the design and manufacture of consumer  
22 vehicles. As an experienced manufacturer, FCA US conducts tests, including  
23 pre-sale durability testing, on incoming components, including the CVT, to  
24 verify the parts are free from defect and align with FCA US's specifications.<sup>2</sup>  
25 Thus, FCA US knew or should have known the CVT was defective and prone to  
26 put drivers in a dangerous position due to the inherent risk of the defect.

27 <sup>2</sup> Akweli Parker, *How Car Testing Works*, HOWSTUFFWORKS.COM,  
28 [http://auto.howstuffworks.com/car-driving-safety/safety-regulatory-devices/car-](http://auto.howstuffworks.com/car-driving-safety/safety-regulatory-devices/car-testing.htm)  
[testing.htm](http://auto.howstuffworks.com/car-driving-safety/safety-regulatory-devices/car-testing.htm) ("The idea behind car testing is that it allows manufactures to work out  
all the kinks and potential problems of a model before it goes into full  
production.") (last viewed September 11, 2017).

1           53.     Additionally, Defendant should have learned of this widespread  
2 defect from the sheer number of reports received from dealerships. Defendant's  
3 customer relations department, which interacts with individual dealerships to  
4 identify potential common defects, has received numerous reports regarding the  
5 defect, which led to the release of the TSBs. FCA US's customer relations  
6 department also collects and analyzes field data including, but not limited to,  
7 repair requests made at dealerships, technical reports prepared by engineers who  
8 have reviewed vehicles for which warranty coverage is being requested, parts  
9 sales reports, and warranty claims data.

10           54.     Defendant's warranty department similarly analyzes and collects  
11 data submitted by its dealerships in order to identify trends in its vehicles. It is  
12 Defendant's policy that when a repair is made under warranty the dealership  
13 must provide FCA US with detailed documentation of the problem and the fix  
14 employed to correct it. Dealerships have an incentive to provide detailed  
15 information to Defendant, because they will not be reimbursed for any repairs  
16 unless the justification is sufficiently detailed.

17           55.     On or around April 28, 2007, FCA US's pre-bankruptcy entity  
18 issued TSB 18-031-07. The TSB directed FCA US's dealerships to erase and  
19 reprogram the Powertrain Control Module with new software. On information  
20 and belief, the TSB was designed to reprogram the CVT in order to mitigate the  
21 delayed acceleration, sluggishness, and stumbling in the 2007 Jeep Compass,  
22 Jeep Patriot, and Dodge Caliber.

23           56.     On June 30, 2016, FCA US issued TSB 18-077-16. This TSB  
24 superseded TSB 18-064-14, dated November 18, 2014, and TSB 21-010-11,  
25 dated October 26, 2011. In the TSB, FCA US directed its dealerships to update  
26 the class vehicles' Powertrain Control Module and Transmission Control Module  
27 software. The TSB was issued because class members were experiencing a  
28

1 Malfunction Indicator Lamp, and was intended to mitigate issues with  
2 accelerator pedal responsiveness and passing acceleration, heightened engine  
3 RPMs while accelerating at highway speeds, and high RPMs after normal  
4 acceleration.

5 57. The existence of the CVT Defect is a material fact that a reasonable  
6 consumer would consider when deciding whether to purchase or lease a Class  
7 Vehicle. Had Plaintiff and other Class Members known of the CVT Defect, they  
8 would have paid less for the Class Vehicles or would not have purchased or  
9 leased them.

10 58. Reasonable consumers, like Plaintiff, reasonably expect that a  
11 vehicle's transmission is safe, will function in a manner that will not pose a  
12 safety risk, and is free from defects. Plaintiff and Class Members further  
13 reasonably expect that FCA US will not sell or lease vehicles with known safety  
14 defects, such as the CVT Defect, and will disclose any such defects to its  
15 consumers when it learns of them. They did not expect FCA US to fail to  
16 disclose the CVT Defect to them and to continually deny it.

17 **FCA US Has Actively Concealed the CVT Defect**

18 59. Despite its knowledge of the CVT Defect in the Class Vehicles,  
19 FCA US actively concealed the existence and nature of the defect from Plaintiff  
20 and Class Members. Specifically, FCA US failed to disclose or actively  
21 concealed at and after the time of purchase, lease, or repair:

- 22 (a) any and all known material defects or material nonconformity  
23 of the Class Vehicles, including the defects pertaining to the  
24 CVT;  
25 (b) that the Class Vehicles, including the CVT, were not in good  
26 in working order, were defective, and were not fit for their  
27 intended purposes; and  
28

1 (c) that the Class Vehicles and the CVT were defective, despite  
2 the fact that FCA US learned of such defects as early as 2007.

3 60. When consumers present their Class Vehicles to an authorized FCA  
4 US dealer for CVT repairs, rather than repair the problem under warranty, FCA  
5 US dealers either inform consumers that their vehicles are functioning properly  
6 or conduct repairs that merely mask the CVT Defect.

7 61. FCA US has caused Class Members to expend money at its  
8 dealerships to diagnose, repair or replace the Class Vehicles' CVT and/or related  
9 components, despite FCA US's knowledge of the CVT Defect.

10 **FCA US Has Unjustly Retained A Substantial Benefit**

11 62. On information and belief, Plaintiff alleges that Defendant  
12 unlawfully failed to disclose the alleged defect to induce them and other putative  
13 Class Members to purchase or lease the Class Vehicles.

14 63. Plaintiff alleges further that Defendant thus engaged in deceptive  
15 acts or practices pertaining to all transactions involving the Class Vehicles,  
16 including Plaintiff's.

17 64. As discussed above, therefore, Plaintiff alleges that Defendant  
18 unlawfully induced them to purchase their respective Class Vehicles by  
19 concealing a material fact (the defective CVT) and that they would have paid  
20 less for the Class Vehicles, or not purchased them at all, had they known of the  
21 defect.

22 65. Accordingly, Defendant's ill-gotten gains, benefits accrued in the  
23 form of increased sales and profits resulting from the material omissions that did  
24 - and likely will continue to - deceive consumers, should be disgorged.

25 **CLASS ACTION ALLEGATIONS**

26 66. Plaintiff brings this lawsuit as a class action on behalf of himself  
27 and all others similarly situated as members of the proposed Class pursuant to  
28

1 Federal Rules of Civil Procedure 23(a) and 23(b)(3). This action satisfies the  
2 numerosity, commonality, typicality, adequacy, predominance, and superiority  
3 requirements of those provisions.

4 67. The Class and Sub-Class are defined as:

5  
6 **Class:** All individuals in the United States who  
7 purchased or leased any FCA US vehicle equipped with  
8 a Jatco JF011E Continuously Variable Transmission.

9  
10 **California Sub-Class:** All members of the Class who  
11 reside in the State of California.

12  
13 **CLRA Sub-Class:** All members of the California Sub-  
14 Class who are “consumers” within the meaning of  
15 California Civil Code § 1761(d).

16  
17 **Implied Warranty Sub-Class:** All members of the  
18 Class who purchased or leased their vehicles in the State  
19 of California.

20  
21 **Replacement Sub-Class:** All members of the California  
22 Sub-Class who paid to replace their CVT Transmission.

23  
24 68. Excluded from the Class and Sub-Classes are: (1) Defendant, any  
25 entity or division in which Defendant has a controlling interest, and their legal  
26 representatives, officers, directors, assigns, and successors; (2) the Judge to  
27 whom this case is assigned and the Judge’s staff; (3) any Judge sitting in the  
28 presiding state and/or federal court system who may hear an appeal of any  
judgment entered; and (4) those persons who have suffered personal injuries as a  
result of the facts alleged herein. Plaintiff reserves the right to amend the Class  
and Sub-Class definitions if discovery and further investigation reveal that the  
Class and Sub-Class should be expanded or otherwise modified.

69. **Numerosity:** Although the exact number of Class Members is  
uncertain and can only be ascertained through appropriate discovery, the number  
is great enough such that joinder is impracticable. The disposition of the claims  
of these Class Members in a single action will provide substantial benefits to all

1 parties and to the Court. The Class Members are readily identifiable from  
2 information and records in Defendant's possession, custody, or control, as well  
3 as from records kept by the Department of Motor Vehicles.

4 70. Typicality: Plaintiff's claims are typical of the claims of the Class  
5 in that Plaintiff, like all Class Members, purchased or leased a Class Vehicle  
6 designed, manufactured, and distributed by FCA US. The representative  
7 Plaintiff, like all Class Members, has been damaged by Defendant's misconduct  
8 in that they have incurred or will incur the cost of repairing or replacing the  
9 defective CVT and/or its components. Furthermore, the factual bases of FCA  
10 US's misconduct are common to all Class Members and represent a common  
11 thread resulting in injury to the Class.

12 71. Commonality: There are numerous questions of law and fact  
13 common to Plaintiff and the Class that predominate over any question affecting  
14 Class Members individually. These common legal and factual issues include the  
15 following:

- 16 (a) Whether Class Vehicles suffer from defects relating to the  
17 CVT;
- 18 (b) Whether the defects relating to the CVT constitute an  
19 unreasonable safety risk;
- 20 (c) Whether Defendant knows about the defects pertaining to the  
21 CVT and, if so, how long Defendant has known of the defect;
- 22 (d) Whether the defective nature of the CVT constitutes a  
23 material fact;
- 24 (e) Whether Defendant has a duty to disclose the defective nature  
25 of the CVT to Plaintiff and Class Members;
- 26 (f) Whether Plaintiff and the other Class Members are entitled to  
27 equitable relief, including a preliminary and/or permanent  
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- injunction;
- (g) Whether Defendant knew or reasonably should have known of the defects pertaining to the CVT before it sold and leased Class Vehicles to Class Members;
- (h) Whether Defendant should be declared financially responsible for notifying the Class Members of problems with the Class Vehicles and for the costs and expenses of repairing and replacing the defective CVT and/or its components;
- (i) Whether Defendant is obligated to inform Class Members of their right to seek reimbursement for having paid to diagnose, repair, or replace their defective CVT and/or its components;
- (j) Whether Defendant breached the implied warranty of merchantability pursuant to the Magnuson-Moss Warranty Act;
- (k) Whether Defendant breached the implied warranty of merchantability pursuant to the Song-Beverly Act
- (l) Whether Defendant breached its express warranties under UCC section 2301; and
- (m) Whether Defendant breached written warranties pursuant to the Magnuson-Moss Warranty Act.

72. Adequate Representation: Plaintiff will fairly and adequately protect the interests of the Class Members. Plaintiff have retained attorneys experienced in the prosecution of class actions, including consumer and product defect class actions, and he intends to prosecute this action vigorously.

73. Predominance and Superiority: Plaintiff and Class Members have all suffered and will continue to suffer harm and damages as a result of Defendant's unlawful and wrongful conduct. A class action is superior to other

1 available methods for the fair and efficient adjudication of the controversy.  
2 Absent a class action, most Class Members would likely find the cost of  
3 litigating their claims prohibitively high and would therefore have no effective  
4 remedy. Because of the relatively small size of the individual Class Members'  
5 claims, it is likely that only a few Class Members could afford to seek legal  
6 redress for Defendant's misconduct. Absent a class action, Class Members will  
7 continue to incur damages, and Defendant's misconduct will continue without  
8 remedy or relief. Class treatment of common questions of law and fact would  
9 also be a superior method to multiple individual actions or piecemeal litigation in  
10 that it will conserve the resources of the courts and the litigants and promote  
11 consistency and efficiency of adjudication.

12 **FIRST CAUSE OF ACTION**

13 **(Violation of California's Consumers Legal Remedies Act,**  
14 **California Civil Code § 1750, et seq.)**

15 74. Plaintiff incorporates by reference the allegations contained in the  
16 preceding paragraphs of this Complaint.

17 75. Plaintiff brings this cause of action on behalf of himself and the  
18 CLRA Sub-Class.

19 76. Defendant is a "person" as defined by California Civil Code  
20 § 1761(c).

21 77. Plaintiff and CLRA Sub-class Members are "consumers" within the  
22 meaning of California Civil Code § 1761(d) because they purchased their Class  
23 Vehicles primarily for personal, family, or household use.

24 78. By failing to disclose and concealing the defective nature of the  
25 CVT from Plaintiff and prospective Class Members, Defendant violated  
26 California Civil Code § 1770(a), as it represented that the Class Vehicles and  
27 their CVT had characteristics and benefits that they do not have and represented  
28



1 that the Class Vehicles and their CVT were of a particular standard, quality, or  
2 grade when they were of another. *See* Cal. Civ. Code §§ 1770(a)(5) & (7).

3 79. Defendant's unfair and deceptive acts or practices occurred  
4 repeatedly in Defendant's trade or business, were capable of deceiving a  
5 substantial portion of the purchasing public, and imposed a serious safety risk on  
6 the public.

7 80. Defendant knew that the Class Vehicles and their CVT suffered  
8 from an inherent defect, were defectively designed, and were not suitable for  
9 their intended use.

10 81. As a result of their reliance on Defendant's omissions, owners  
11 and/or lessees of the Class Vehicles, including Plaintiff, suffered an ascertainable  
12 loss of money, property, and/or value of their Class Vehicles. Additionally, as a  
13 result of the CVT Defect, Plaintiff and Class Members were harmed and suffered  
14 actual damages in that the Class Vehicles' CVT and its components are  
15 substantially certain to fail before their expected useful life has run.

16 82. Defendant was under a duty to Plaintiff and Class Members to  
17 disclose the defective nature of the CVT and/or the associated repair costs  
18 because:

- 19 (a) Defendant was in a superior position to know the true state of  
20 facts about the safety defect in the Class Vehicles' CVT;  
21 (b) Plaintiff and Class Members could not reasonably have been  
22 expected to learn or discover that their CVT had a dangerous  
23 safety defect until it manifested; and  
24 (c) Defendant knew that Plaintiff and Class Members could not  
25 reasonably have been expected to learn of or discover the  
26 safety defect.

27 83. In failing to disclose the defective nature of CVT, Defendant  
28

1 knowingly and intentionally concealed material facts and breached its duty not to  
2 do so.

3 84. The facts Defendant concealed from or failed to disclose to Plaintiff  
4 and Class Members are material in that a reasonable consumer would have  
5 considered them to be important in deciding whether to purchase or lease the  
6 Class Vehicles or pay less. Had Plaintiff and Class Members known that the  
7 Class Vehicles' CVT was defective, they would not have purchased or leased the  
8 Class Vehicles or would have paid less for them.

9 85. Plaintiff and Class Members are reasonable consumers who do not  
10 expect the transmission installed in their vehicles to exhibit problems such as the  
11 CVT Defect. This is the reasonable and objective consumer expectation relating  
12 to a vehicle's transmission.

13 86. As a result of Defendant's conduct, Plaintiff and Class Members  
14 were harmed and suffered actual damages in that, on information and belief, the  
15 Class Vehicles experienced and will continue to experience problems such as the  
16 CVT Defect.

17 87. As a direct and proximate result of Defendant's unfair or deceptive  
18 acts or practices, Plaintiff and Class Members suffered and will continue to  
19 suffer actual damages.

20 88. Plaintiff and the Class are entitled to equitable relief.

21 89. Plaintiff provided Defendant with notice of its violations of the  
22 CLRA pursuant to California Civil Code § 1782(a). If Defendant fails to provide  
23 appropriate relief for its violations of the CLRA within 30 days, Plaintiff will  
24 seek monetary, compensatory, and punitive damages.

25 **SECOND CAUSE OF ACTION**

26 **(Violation of California Business & Professions Code § 17200, *et seq.*)**

27 90. Plaintiff incorporates by reference the allegations contained in the  
28

1 preceding paragraphs of this Complaint.

2 91. Plaintiff brings this cause of action on behalf of himself and the  
3 California Sub-Class.

4 92. As a result of their reliance on Defendant's omissions, owners  
5 and/or lessees of the Class Vehicles, including Plaintiff, suffered an ascertainable  
6 loss of money, property, and/or value of their Class Vehicles. Additionally, as a  
7 result of the CVT Defect, Plaintiff and Class Members were harmed and suffered  
8 actual damages in that the Class Vehicles' CVT and/or its components are  
9 substantially certain to fail before their expected useful life has run.

10 93. California Business & Professions Code § 17200 prohibits acts of  
11 "unfair competition," including any "unlawful, unfair or fraudulent business act  
12 or practice" and "unfair, deceptive, untrue or misleading advertising."

13 94. Plaintiff and Class Members are reasonable consumers who do not  
14 expect their transmission to exhibit problems such as loss of power, premature  
15 wear, and frequent replacement or repair.

16 95. Defendant knew the Class Vehicles and their CVTs were defectively  
17 designed or manufactured, would fail prematurely, and were not suitable for their  
18 intended use.

19 96. In failing to disclose the CVT Defect, Defendant has knowingly and  
20 intentionally concealed material facts and breached its duty not to do so.

21 97. Defendant was under a duty to Plaintiff and Class Members to  
22 disclose the defective nature of the Class Vehicles and their CVT because:

- 23 (a) Defendant was in a superior position to know the true state of  
24 facts about the safety defect in the Class Vehicles' CVT; and  
25 (b) Defendant actively concealed the defective nature of the Class  
26 Vehicles and their CVT from Plaintiff and the Class.

27 98. The facts Defendant concealed from or failed to disclose to Plaintiff  
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1 and Class Members are material in that a reasonable person would have  
2 considered them to be important in deciding whether to purchase or lease Class  
3 Vehicles. Had they known of the CVT Defect, Plaintiff and the other Class  
4 Members would have paid less for Class Vehicles equipped with the CVT or  
5 would not have purchased or leased them at all.

6 99. Defendant continued to conceal the defective nature of the Class  
7 Vehicles and their CVT even after Class Members began to report problems.

8 100. Defendant's conduct was and is likely to deceive consumers.

9 101. Defendant's acts, conduct, and practices were unlawful, in that they  
10 constituted:

- 11 (a) Violations of California's Consumers Legal Remedies Act;
- 12 (b) Violations of the Song-Beverly Consumer Warranty Act;
- 13 (c) Violations of the Magnuson-Moss Warranty Act; and
- 14 (d) Breach of Express Warranty under California Commercial  
15 Code section 2313.

16 102. By its conduct, Defendant has engaged in unfair competition and  
17 unlawful, unfair, and fraudulent business practices.

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

21 104. As a direct and proximate result of Defendant's unfair and deceptive  
22 practices, Plaintiff and Class Members have suffered and will continue to suffer  
23 actual damages.

24 105. Defendant has been unjustly enriched and should be required to  
25 make restitution to Plaintiff and the Class pursuant to §§ 17203 and 17204 of the  
26 Business & Professions Code.

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1 **THIRD CAUSE OF ACTION**

2 **(Breach of Implied Warranty Pursuant to Song-Beverly**

3 **Consumer Warranty Act, California Civil Code §§ 1792 and 1791.1, et seq.)**

4 106. Plaintiff incorporates by reference the allegations contained in the  
5 preceding paragraphs of this Complaint.

6 107. Plaintiff brings this cause of action against Defendant on behalf of  
7 himself and the Implied Warranty Sub-Class.

8 108. Defendant was at all relevant times the manufacturer, distributor,  
9 warrantor, and/or seller of the Class Vehicles. Defendant knew or had reason to  
10 know of the specific use for which the Class Vehicles were purchased or leased.

11 109. Defendant provided Plaintiff and Class Members with an implied  
12 warranty that the Class Vehicles and their components and parts are  
13 merchantable and fit for the ordinary purposes for which they were sold.  
14 However, the Class Vehicles are not fit for their ordinary purpose of providing  
15 reasonably reliable and safe transportation because, *inter alia*, the Class Vehicles  
16 and their CVT suffered from an inherent defect at the time of sale and thereafter  
17 and are not fit for their particular purpose of providing safe and reliable  
18 transportation.

19 110. Defendant impliedly warranted that the Class Vehicles were of  
20 merchantable quality and fit for their intended use. This implied warranty  
21 included, among other things: (i) a warranty that the Class Vehicles and their  
22 CVT, which were manufactured, supplied, distributed, and/or sold by FCA US,  
23 would provide safe and reliable transportation; and (ii) a warranty that the Class  
24 Vehicles and their CVT would be fit for their intended use.

25 111. Contrary to the applicable implied warranties, the Class Vehicles  
26 and their CVT at the time of sale and thereafter were not fit for their ordinary  
27 and intended purpose of providing Plaintiff and Class Members with reliable,  
28

1 durable, and safe transportation. Instead, the Class Vehicles are defective,  
2 including the defective CVT.

3 112. The alleged CVT Defect is inherent and was present in each Class  
4 Vehicle at the time of sale.

5 113. As a result of Defendant's breach of the applicable implied  
6 warranties, owners and/or lessees of the Class Vehicles suffered an ascertainable  
7 loss of money, property, and/or value of their Class Vehicles. Additionally, as a  
8 result of the CVT Defect, Plaintiff and Class Members were harmed and suffered  
9 actual damages in that the Class Vehicles' CVT and/or its components are  
10 substantially certain to fail before their expected useful life has run.

11 114. Defendant's actions, as complained of herein, breached the implied  
12 warranty that the Class Vehicles were of merchantable quality and fit for such  
13 use in violation of California Civil Code §§ 1792 and 1791.1.

14 **FOURTH CAUSE OF ACTION**

15 **(Breach of Warranty under the Magnuson-Moss Warranty Act,**  
16 **15 U.S.C. § 2303 et seq.)**

17 115. Plaintiff incorporates by reference the allegations contained in the  
18 preceding paragraphs of this Complaint.

19 116. Plaintiff brings this cause of action on behalf of himself and on  
20 behalf of the Class against Defendant.

21 117. Defendant provided all purchasers and lessees of the Class Vehicles  
22 with an express warranty described *infra*, which became a material part of the  
23 bargain. Accordingly, Defendant's express warranty is an express warranty  
24 under California law.

25 118. The CVT and its component parts were manufactured and/or  
26 installed in the Class Vehicles by Defendant and are covered by the express  
27 warranty.  
28

1           119. In a section entitled “What’s Covered,” Defendant’s express  
2 warranty provides in relevant part that “The Basic Limited Warranty covers the  
3 cost of all parts and labor needed to repair any item on your vehicle when it left  
4 the manufacturing plant that is defective in material, workmanship or factory  
5 preparation.” The warranty further provides that “You pay nothing for these  
6 repairs. These warranty repairs or adjustments—including all parts and labor  
7 connected with them—will be made by your dealer at no charge, using new or  
8 remanufactured parts.”

9           120. According to FCA US, “The Basic Limited Warranty lasts for 36  
10 months from the date it begins or for 36,000 miles on the odometer, whichever  
11 occurs first.”

12           121. Defendant also provides a “Powertrain Limited Warranty” that  
13 “covers the cost of all parts and labor needed to repair a powertrain component  
14 listed in section 2.4.E below that is defective in workmanship and materials.”  
15 Section 2.4.E., in turn, lists “Transmission: transmission case and all internal  
16 parts; torque converter; drive/flex plate; transmission range switch; speed  
17 sensors; pressure sensors; transmission control module; bell housing; oil pan;  
18 seals and gaskets for listed components only;” as well as “Front wheel drive:  
19 transaxle case and all internal parts... differential cover; oil pan; transaxle speed  
20 sensors; transaxle solenoid assembly, PRNDL position switch; transaxle  
21 electronic controller; torque converter; seals and gaskets for listed components  
22 only.”

23           122. According to FCA US, “The Powertrain Limited Warranty lasts for  
24 up to 5 years or 100,000 miles on the odometer, whichever occurs first...”

25           123. Defendant breached the express warranties by selling and leasing  
26 Class Vehicles with CVTs that were defective, requiring repair or replacement  
27 within the warranty period, and refusing to honor the express warranty by  
28

1 repairing or replacing, free of charge, the CVT and its component parts, and  
2 instead, replacing the defective CVT and its components with equally defective  
3 CVTs and components. By simply replacing Plaintiff's and Class Members'  
4 defective CVTs with similarly defective parts, FCA US has failed to "repair" the  
5 defects as alleged herein.

6 124. Plaintiff was not required to notify FCA US of the breach or was not  
7 required to do so because affording FCA US a reasonable opportunity to cure its  
8 breach of written warranty would have been futile. Defendant was also on notice  
9 of the defect from complaints and service requests it received from Class  
10 Members, from repairs and/or replacements of the CVT, and from other internal  
11 sources.

12 125. As a direct and proximate cause of Defendant's breach, Plaintiff and  
13 the other Class Members have suffered, and continue to suffer, damages,  
14 including economic damages at the point of sale or lease. Additionally, Plaintiff  
15 and the other Class Members have incurred or will incur economic damages at  
16 the point of repair in the form of the cost of repair.

17 126. Plaintiff and the other Class Members are entitled to legal and  
18 equitable relief against Defendant, including actual damages, consequential  
19 damages, specific performance, attorneys' fees, costs of suit, and other relief as  
20 appropriate.

## 21 **FIFTH CAUSE OF ACTION**

### 22 **(Breach of Written Warranty under the Magnuson-Moss Warranty Act,** 23 **15 U.S.C. § 2303 *et seq.*)**

24 127. Plaintiff incorporates by reference the allegations contained in the  
25 preceding paragraphs of this Complaint.

26 128. Plaintiff brings this cause of action on behalf of himself and the  
27 Class against Defendant.  
28



1           129. The Class Vehicles are a “consumer product” within the meaning of  
2 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

3           130. Plaintiff and Class Members are “consumers” within the meaning of  
4 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

5           131. Defendant is a “supplier” and “warrantor” within the meaning of the  
6 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

7           132. Defendant’s express warranty is a “written warranty” within the  
8 meaning of 15 U.S.C. § 2301(6).

9           133. As set forth *supra* and incorporated by reference, Defendant  
10 extended a 36-month, 36,000 mile Basic Limited Warranty, as well as a 5year,  
11 100,000 mile Powertrain Limited Warranty which covered the CVT and its  
12 component parts.

13           134. Defendant breached the express warranties by selling and leasing  
14 Class Vehicles with CVTs that were defective, requiring repair or replacement  
15 within the warranty period, and refusing to honor the express warranty by  
16 repairing or replacing, free of charge, the CVT and its component parts, and  
17 instead, replacing the defective CVT and its components with equally defective  
18 CVTs and components. By simply replacing Plaintiff’s and Class Members’  
19 defective CVTs with similarly defective parts, FCA US has failed to “repair” the  
20 defects as alleged herein.

21           135. Defendant’s breach of the express warranties has deprived the  
22 Plaintiff and Class members of the benefit of their bargain.

23           136. Defendant’s breach of express warranties has deprived Plaintiff and  
24 Class Members of the benefit of their bargain.

25           137. The amount in controversy of Plaintiff’s individual claims meets or  
26 exceeds the sum or value of \$25,000. In addition, the amount in controversy  
27 meets or exceeds the sum or value of \$50,000 (exclusive of interests and costs)  
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1 computed on the basis of all claims to be determined in this suit.

2 138. Defendant has been afforded a reasonable opportunity to cure its  
3 breach, including when Plaintiff and Class Members brought their vehicles in for  
4 diagnoses and repair of the CVT.

5 139. As a direct and proximate cause of Defendant's breach of written  
6 warranties, Plaintiff and Class Members sustained and incurred damages and  
7 other losses in an amount to be determined at trial. Defendant's conduct  
8 damaged Plaintiff and Class Members, who are entitled to recover actual  
9 damages, consequential damages, specific performance, diminution in value,  
10 costs, attorneys' fees, and/or other relief as appropriate.

11 **SIXTH CAUSE OF ACTION**

12 **(Breach of Implied Warranty under the Magnuson-Moss Warranty Act,**  
13 **15 U.S.C. § 2303 et seq.)**

14 140. Plaintiff incorporates by reference the allegations contained in the  
15 preceding paragraphs of this Complaint.

16 141. Plaintiff brings this cause of action on behalf of himself and the  
17 Class against Defendant.

18 142. The Class Vehicles are a "consumer product" within the meaning of  
19 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

20 143. Plaintiff and Class Members are "consumers" within the meaning of  
21 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

22 144. Defendant is a "supplier" and "warrantor" within the meaning of the  
23 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

24 145. FCA US impliedly warranted that the Class Vehicles were of  
25 merchantable quality and fit for use. This implied warranty included, among  
26 other things: (i) a warranty that the Class Vehicles and their CVT were  
27 manufactured, supplied, distributed, and/or sold by FCA US would provide safe  
28

1 and reliable transportation; and (ii) a warranty that the Class Vehicles and their  
2 CVT would be fit for their intended use while the Class Vehicles were being  
3 operated.

4 146. Contrary to the applicable implied warranties, the Class Vehicles  
5 and their CVTs at the time of sale and thereafter were not fit for their ordinary  
6 and intended purpose of providing Plaintiff and Class Members with reliable,  
7 durable, and safe transportation. Instead, the Class Vehicles are defective,  
8 including the defective design of their CVT.

9 147. Defendant's breach of implied warranties has deprived Plaintiff and  
10 Class Members of the benefit of their bargain.

11 148. The amount in controversy of Plaintiff's individual claims meets or  
12 exceeds the sum or value of \$25,000. In addition, the amount in controversy  
13 meets or exceeds the sum or value of \$50,000 (exclusive of interests and costs)  
14 computed on the basis of all claims to be determined in this suit.

15 149. Defendant has been afforded a reasonable opportunity to cure its  
16 breach, including when Plaintiff and Class Members brought their vehicles in for  
17 diagnoses and repair of the CVT.

18 150. As a direct and proximate cause of Defendant's breach of implied  
19 warranties, Plaintiff and Class Members sustained and incurred damages and  
20 other losses in an amount to be determined at trial. Defendant's conduct  
21 damaged Plaintiff and Class Members, who are entitled to recover actual  
22 damages, consequential damages, specific performance, diminution in value,  
23 costs, attorneys' fees, and/or other relief as appropriate.

24 151. As a result of Defendant's violations of the Magnuson-Moss  
25 Warranty Act as alleged herein, Plaintiff and Class Members have incurred  
26 damages.

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1 **FIFTH CAUSE OF ACTION**

2 **(For Unjust Enrichment)**

3 152. Plaintiff incorporates by reference the allegations contained in the  
4 preceding paragraphs of this Complaint.

5 153. Plaintiff brings this cause of action on behalf of himself and the  
6 Class.

7 154. As a direct and proximate result of Defendant's failure to disclose  
8 known defects, Defendant has profited through the sale and lease of the Class  
9 Vehicles. Although these vehicles are purchased through Defendant's agents,  
10 the money from the vehicle sales flows directly back to Defendant.

11 155. Additionally, as a direct and proximate result of Defendant's failure  
12 to disclose known defects in the Class Vehicles, Plaintiff and Class Members  
13 have vehicles that require repeated, high-cost repairs that can and therefore have  
14 conferred an unjust substantial benefit upon Defendant.

15 156. Defendant has been unjustly enriched due to the known defects in  
16 the Class Vehicles through the use money paid that earned interest or otherwise  
17 added to Defendant's profits when said money should have remained with  
18 Plaintiff and Class Members.

19 157. As a result of the Defendant's unjust enrichment, Plaintiff and Class  
20 Members have suffered damages.

21 **RELIEF REQUESTED**

22 158. Plaintiff, on behalf of himself and all others similarly situated,  
23 request the Court to enter judgment against Defendant, as follows:

24 (a) An order certifying the proposed Class and Sub-Classes,  
25 designating Plaintiff as named representative of the Class, and  
26 designating the undersigned as Class Counsel;

27 (a) A declaration that Defendant is financially responsible for  
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- notifying all Class Members about the defective nature of the CVT, including the need for periodic maintenance;
- (b) An order enjoining Defendant from further deceptive distribution, sales, and lease practices with respect to Class Vehicles; compelling Defendant to issue a voluntary recall for the Class Vehicles pursuant to. 49 U.S.C. § 30118(a); compelling Defendant to remove, repair, and/or replace the Class Vehicles’ defective CVT and/or its components with suitable alternative product(s) that do not contain the defects alleged herein; enjoining Defendant from selling the Class Vehicles with the misleading information; and/or compelling Defendant to reform its warranty, in a manner deemed to be appropriate by the Court, to cover the injury alleged and to notify all Class Members that such warranty has been reformed;
- (c) A declaration requiring Defendant to comply with the various provisions of the Song-Beverly Act alleged herein and to make all the required disclosures;
- (d) An award to Plaintiff and the Class for compensatory, exemplary, and statutory damages, including interest, in an amount to be proven at trial, except that currently, Plaintiff does not seek damages under his Consumers Legal Remedies Act claim;
- (e) Any and all remedies provided pursuant to the Song-Beverly Act, including California Civil Code section 1794;
- (f) Any and all remedies provided pursuant to the Magnuson-Moss Warranty Act;

- 1 (g) A declaration that Defendant must disgorge, for the benefit of
- 2 the Class, all or part of the ill-gotten profits it received from
- 3 the sale or lease of its Class Vehicles or make full restitution
- 4 to Plaintiff and Class Members;
- 5 (h) An award of attorneys' fees and costs, as allowed by law;
- 6 (i) An award of attorneys' fees and costs pursuant to California
- 7 Code of Civil Procedure § 1021.5;
- 8 (j) An award of pre-judgment and post-judgment interest, as
- 9 provided by law;
- 10 (k) Leave to amend the Complaint to conform to the evidence
- 11 produced at trial; and
- 12 (l) Such other relief as may be appropriate under the
- 13 circumstances.

14 **DEMAND FOR JURY TRIAL**

15 159. Pursuant to Federal Rule of Civil Procedure 38(b) and Central  
16 District of California Local Rule 38-1, Plaintiff demands a trial by jury of all  
17 issues in this action so triable.

18 Dated: August 31, 2018

Respectfully submitted,

Capstone Law APC

21 By: /s/ Jordan L. Lurie

22 Jordan L. Lurie  
23 Tarek H. Zohdy  
24 Cody R. Padgett  
25 Trisha K. Monesi

Attorneys for Plaintiff

# **EXHIBIT 1**

1 Jordan L. Lurie (SBN 130013)  
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8 Attorneys for Plaintiff Manuel Oviedo

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

STEVE ZUEHLSDORF,  
individually, and on behalf of a class  
of similarly situated individuals,

Plaintiff,

v.

FCA US, LLC, a Delaware limited  
liability company,

Defendant.

Case No.:

**DECLARATION STEVE  
ZUEHLSDORF IN SUPPORT OF  
VENUE FOR CLASS ACTION  
COMPLAINT PURSUANT TO CIVIL  
CODE SECTION 1780(d)**



1           1.     I make this declaration based upon my personal knowledge except  
2 as to those matters stated herein that are based upon information and belief, and  
3 as to those matters I believe them to be true. I am over the age of eighteen, a  
4 citizen of the State of California, and a Plaintiff in this action.

5           2.     Pursuant to California Civil Code section 1780(d), this Declaration  
6 is submitted in support of Plaintiff’s Selection of Venue for the Trial of  
7 Plaintiff’s Cause of Action alleging violation of California’s Consumers Legal  
8 Remedies Act against Defendant, FCA US, LLC (“FCA US”).

9           3.     I purchased my 2012 Jeep Compass—the subject vehicle in this  
10 lawsuit—from Redlands Chrysler Jeep Dodge Ram (“Redlands Jeep”), an  
11 authorized FCA US dealer in Redlands, California, which is the County of San  
12 Bernardino.

13           4.     I am informed and believe that Defendant FCA US is a limited  
14 liability company organized and in existence under the laws of the State of  
15 Delaware and registered to do business in the State of California. On information  
16 and belief, FCA US conducts business in San Bernardino County, including  
17 marketing, distributing, selling, and/or servicing vehicles through its authorized  
18 dealerships.

19           5.     Based on the facts set forth herein, this Court is a proper venue for  
20 the prosecution of Plaintiffs’ Cause of Action alleging violation of California’s  
21 Consumers Legal Remedies Act because vehicles a substantial portion of the  
22 events giving rise to my claims occurred here. Further, Defendant conducts  
23 business in the Central District of California and the County of San Bernardino,  
24 California, including, but not limited to, marketing, distributing, selling, and/or  
25 servicing Class Vehicles to Class Members.

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6. I declare under penalty of perjury under the laws of California and the United States of America that the foregoing is true and correct.

Executed on August 30, 2018 in Upland, California.

By:   
Steve Zuehlisdorf  
9679E62759A11F4

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [FCA US Facing Class Action Over Alleged Transmission Defect in Jeep Patriot, Compass, Dodge Caliber Vehicles](#)

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