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9 *Attorneys for Plaintiffs*
 10 **Pro hac vice applications forthcoming*

11
 12 **IN THE UNITED STATES DISTRICT COURT**
 13 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
 14 **WESTERN DIVISION**

15 DOROTHEA JOHNSON and JASON
 16 PLAYER, individually and on behalf of
 all others similarly situated,

17 Plaintiffs,

18 v.

19 FCA US, LLC,

20 Defendant.

Case No.: 2:20-cv-8314

CLASS ACTION COMPLAINT

- 21 **(1) Breach of Warranty**
- 22 **(2) Breach of Implied Warranty**
- 23 **(3) Magnuson Moss Warranty Act,**
15 U.S.C. §§ 2301, et seq.
- 24 **(4) Fraud by Concealment**
- 25 **(5) Song-Beverly/Implied Warranty,**
Cal. Civ. Code §§ 1790, et seq.
- 26 **(6) Song-Beverly/Express Warranty,**
Cal. Civ. Code §§ 1790, et seq.(7)

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- Cal. Bus. and Prof. Code § 17500**
- (8) Cal. Bus. and Prof. Code § 17200**
- (9) Cal. Civil Code § 1770**
- (10) Tex. Bus. & Com. Code § 17.41**
- (11) Unjust Enrichment**
- DEMAND FOR JURY TRIAL**

CLASS ACTION COMPLAINT

Plaintiffs Dorothea Johnson and Jason Player, by and through their undersigned counsel, on behalf of themselves and all others similarly situated, hereby submit this Class Action Complaint and allege the following based on personal knowledge as to allegations regarding Plaintiffs and on information and belief as to other allegations.

INTRODUCTION

1. Defendant FCA US, LLC has knowingly sold a defective product throughout the United States since at least 2014. Despite thousands of complaints,

1 Defendant has failed to acknowledge the defect and has refused to fix the problem.
2 This means vehicle owners are forced to suffer a prominent and unsightly defect or
3 spend hundreds, or even thousands, of dollars for repairs. The defect at issue also
4 raises serious safety concerns about the proper operation of side air bags, door locks,
5 anti-theft mechanisms, and heating/cooling systems. The public complaints about
6 this defect have become so widespread – with dozens of websites devoted to
7 thousands of customer complaints – that the value of the vehicles at issue has been
8 substantially reduced. This case seeks a fair and equitable resolution for victims of
9 the defect. Such a resolution should include, at the very least, a program to fix the
10 defect and compensation for those who have been forced to complete repairs on their
11 own. Other relief is also needed to make owners and past owners whole.
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16 **PARTIES**
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18 2. Plaintiff Dorothea Johnson is a retiree living in Palmdale, California. In
19 early 2019, Mrs. Johnson purchased a used 2016 model Chrysler 300C. The vehicle
20 was manufactured, marketed, and sold by Defendant. She still owns this vehicle.
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22 3. Plaintiff Jason Player lives in El Paso, Texas. In December of 2015, Mr.
23 Player purchased a new 2016 model Dodge Charger manufactured, marketed, and
24 sold by Defendant. He still owns this vehicle.
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1 4. Defendant FCA US, LLC is the primary United States subsidiary of Fiat
2 Chrysler Automobiles, N.V. which is one of the world's largest manufacturers of
3 cars and trucks. Defendant makes and sells all Chrysler, Dodge, Jeep, and Ram
4 vehicles in the United States. Defendant was formerly known as Chrysler Group,
5 LLC, Daimler Chrysler AG, and Chrysler Corporation. Defendant is headquartered
6 in Auburn Hills, Michigan.
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9 5. Defendant supplied the capital and approvals necessary to design,
10 manufacture, market, and sell the vehicles at issue in this case. Defendant employed
11 legal, compliance, and regulatory personnel to make decisions regarding the vehicles
12 at issue in this case. These employees ultimately made or ratified the decisions that
13 allowed the vehicles at issue to be sold in breach of Defendant's warranties as more
14 fully set forth below. Defendant is responsible for all representations and warranties
15 made as to the vehicles at issue.
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19 **JURISDICTION AND VENUE**
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21 6. The Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2),
22 which provides for federal jurisdiction in class actions with minimal diversity when
23 damages exceed five million dollars, exclusive of interest and costs. The Court has
24 supplemental subject matter jurisdiction over any pendent state law claims pursuant
25 to 28 U.S.C. § 1367.
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1 7. Defendant is headquartered in Auburn Hills, Michigan, whereas Plaintiffs
2 are citizens of California and Texas. The proposed class consists of customers of
3 Defendant in all 50 states and other United States jurisdictions. Defendant has sold
4 at least 800,000 of the defective vehicles during the proposed class period. Because
5 repairs of the defect at issue cost on average over \$100 per defective panel, and
6 multiple defective panels are at issue for most customers, the total claims will far
7 exceed five million dollars.
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11 8. Defendant is subject to suit in California and in this District. Defendant
12 sells millions of dollars' worth of vehicles every month in California. It has a
13 network of dealerships selling Chrysler, Dodge, Jeep, and Ram vehicles throughout
14 the state and District. Further, the claims of Mrs. Johnson arose in this District,
15 where she purchased her car and has attempted to have the defects repaired at her
16 local Chrysler dealership.
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19 **FACTUAL BACKGROUND**
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21 9. Defendant is the third largest automotive manufacturer in the United States.
22 It has dealerships throughout the United States, including many dealerships in
23 California and this District.
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25 10. Defendant maintains the Chrysler brand. The Chrysler 300 is a four-door
26 luxury sedan that has been sold by Defendant at all relevant times, including from
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1 2014 through today. An average of roughly 50,000 Chrysler 300s have been sold in
2 the United States in recent model years.
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4 11. Defendant also maintains the Dodge brand. The Dodge Charger is a
5 “muscle car” currently in its seventh generation. It has been sold by Defendant at
6 all relevant times, including from 2014 through today. An average of roughly 90,000
7 Chargers have been sold in the United States in recent model years. The Dodge
8 Daytona is a modified version of the Charger that has also been sold during the
9 relevant time period. General mentions of the Charger herein include the Daytona.
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12 12. All Chrysler 300s and Dodge Chargers sold in the United States from the
13 2014 model year through the 2021 model year shall be referred to herein as the
14 “Subject Vehicles.” Defendant continues to knowingly sell Subject Vehicles with
15 the defects described below. If such sales continue after the 2021 model year, then
16 the term Subject Vehicles should be read to include any future model years in which
17 the defect remains uncorrected.
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20 13. Unbeknownst to consumers, Defendant designed, manufactured,
21 distributed, marketed, and sold the Subject Vehicles with a particular defect –
22 defective interior trim panels which peel away from the adjacent surface of the
23 vehicle frame (the “Defect”). Some customer complaints refer to the problem as
24 “delamination” of the panels. The Defect is most prominent on the front doors –
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1 both driver and passenger sides. Essentially the interior door panels begin to
2 separate and rise up next to the window, generally expanding to cross nearly the
3 entire bottom of the window. This also happens to a slightly lesser extent on the rear
4 door panels. The Defect also afflicts smaller panels that pull away from the center
5 console area between the driver's seat and the front passenger seat. Lastly, the
6 dashboard also pulls away from the front windshield.
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9 14. Several photos of the Defect have been attached hereto as Exhibit 1.
10

11 15. Defendant knew about the Defect well before Plaintiffs – and the vast
12 majority of members of the proposed class – ever purchased their vehicles. On
13 information and belief, Defendant learned of the Defect at least as early as 2015
14 through sources such as: pre-release evaluation and testing; investigations in
15 response to dealer service departments; repair data; replacement part sales data; early
16 consumer complaints made directly to Defendant and its authorized service agents,
17 and/or posted on public online vehicle owner forums; testing done in response to
18 those complaints; aggregate data from authorized dealers; as well as through other
19 internal and external sources that cannot be confirmed by Plaintiffs prior to
20 discovery. Nevertheless, Defendant did not take steps to correct the Defect during
21 the manufacturing process and it actively concealed the Defect from customers and
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1 continued to market the Subject Vehicles in a manner that misrepresented the quality
2 of the defective interior trim.

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4 16. Because the nature of the Defect is that the degradation occurs over time,
5 it is a hidden defect of which customers are not aware at the time of purchase. Indeed,
6 given the substantial cost of the Subject Vehicles – these are not low-end cars, but
7 rather have an average price in excess of \$40,000 – the Defect is the furthest thing
8 customers would or should expect.
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11 17. Defendant provides comprehensive warranty coverage to customers after
12 the initial purchase of a Subject Vehicle.
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14 **B. What's Covered**

15 The Basic Limited Warranty covers the cost of all parts and labor
16 needed to repair any item on your vehicle when it left the
17 manufacturing plant that is defective in material, workmanship or
18 factory preparation. There is no list of covered parts since the only
19 exception are tires and Unwired headphones. You pay nothing for
20 these repairs. These warranty repairs or adjustments — including
21 all parts and labor connected with them — will be made by your
22 dealer at no charge, using new or remanufactured parts.

23 *E.g.*, 2016 Chrysler “All Vehicles” Warranty Booklet, p. 5; 2016 Dodge “All
24 Vehicles” Warranty Booklet, p. 5. This coverage, however, only lasts for 3 years or
25 36,000 miles and ends whenever either one of these benchmarks occurs. The
26 powertrain warranty is longer but is not at issue in this case.
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1 18. If the Defect manifests during the warranty period, Defendant generally
2 offers to replace the interior panels at issue. The replacement panels, however, have
3 the same Defect and will eventually separate from the frame and become warped
4 and deformed like the replaced panels. Thus, Defendant has failed to provide a
5 permanent, in-warranty fix for the Defect. This partial or temporary fix does not
6 meet Defendant's obligation pursuant to the warranty.
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9 19. Further, despite Defendant's knowledge of the Defect and the number of
10 cars affected, it has not taken appropriate steps to order the replacement parts it
11 knows will be needed. Thus, customers are forced to wait on average several
12 months for the repair to be completed. Defendant's goal in refusing to make repairs
13 in a reasonably prompt fashion is obvious: some customers will forgo the repairs,
14 have the repair completed elsewhere, or neglect the repair until their warranties
15 expire, thus saving Defendant the cost of making the in-warranty repairs.
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19 20. Generally, vehicles are out of warranty when the Defect manifests for the
20 second time. Defendant's policy is not to pay for repairs or replacements to correct
21 the Defect outside of the warranty period, including for those who received the sub-
22 standard repair during the warranty period. Even customers who have purchased
23 add-on warranty products are told that the Defect is not a covered item.
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1 21. Some customers observe the Defect for the first time only after the
2 expiration of the warranty coverage. Defendant's policy is not to pay for repairs or
3 replacements to correct the Defect for these customers. Once again, even customers
4 who have purchased add-on warranty products are told that the Defect is not a
5 covered item.
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8 22. Defendant has never informed owners of the Subject Vehicles that it has
9 become aware of the Defect, although it has been aware of the Defect since at least
10 2015. Although it has the means to provide such notice, Defendant has never
11 provided notice of the Defect to customers who have purchased or currently own the
12 Subject Vehicles. Even worse, Defendant continued to manufacture and sell Subject
13 Vehicles with the Defect for several years after the Defect was well known to
14 Defendant. In order save money, Defendant chose to unfairly saddle customers with
15 the costs and risks of the Defect rather than simply reengineering the Subject
16 Vehicles. There is no inherent reason why interior trim should pull away from the
17 frame; this was a relatively simple fix, as can be seen in the many vehicles
18 manufactured by Defendant that do not have the Defect.
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23 23. Despite thousands of customer complaints, and at least hundreds of
24 notifications from the service departments at Defendant's authorized dealerships,
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1 Defendant has decided not to issue either a technical service bulletin or a recall
2 notice regarding the Defect. This decision has been made solely to save money.
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4 24. Recalls are appropriate when vehicles have a safety defect. In most
5 instances, the Defect results in serious safety concerns. For example, when the front
6 door panels separate from the frame – the most common manifestation of the Defect
7 – the inner cavity of the door is exposed. This necessarily alters the performance
8 and safety engineering of the side airbags which are located in the door cavity. The
9 air bags are not engineered to have an open gap to shoot through, which renders the
10 deployment of the bag uneven and not to safety specifications. The gap also
11 facilitates theft by giving open and obvious access to the door-locking mechanism.
12 The Defect can also disable the ability to lock the vehicle when it rises to a level
13 higher than the locked position of the locking pin. The door gaps allow hot or cold
14 air to enter the cabin without any insulation and can affect the ability to control the
15 temperature in the vehicle. In its worst manifestations, the Defect presents multiple
16 safety violations in several areas of the Subject Vehicles. In nearly all cases, the
17 Defect presents serious safety concerns.
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23 25. The issuance of a technical service bulletin (“TSB”) is appropriate where
24 a well-known defect does not implicate consumer safety. Even though the
25 manufacturer does not necessarily pay for repairs under a TSB, the issuance of a
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1 TSB would still cost Defendant money. First, the issuance of a TSB would lead
2 many owners of the Subject Vehicle to seek repairs and replacements within their
3 warranty period. Defendant would be forced to pay for any such repairs during the
4 warranty period. Though temporary fixes, such repairs are still costly for Defendant
5 to complete. Second, a TSB would be mentioned by service personnel to customers
6 at the time other service requests are being handled. Because Defendant has to pay
7 for such repairs within the warranty period, workers in service departments would
8 merely be doing the neighborly thing by mentioning the TSB and potentially
9 pointing out where the Defect has begun to manifest. Third, the issuance of a TSB
10 can discourage customers from purchasing new vehicles. Some potential buyers,
11 and all expert automotive reviewers, check recall notices and TSBs. Thus, a TSB
12 about the Defect – which is a particularly unsightly and expensive defect – would
13 significantly curtail sales.
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19 26. A selection from among the thousands of complaints about the Defect
20 will illustrate the gravity of the problem. For example, Defendant’s own parts and
21 service affiliate Mopar has a Mopar Insiders website that includes a forum for
22 Chrysler 300 and Dodge Charger customers that have suffered from the Defect.
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25 Here are several of the entries:

26 **clifton hundley**
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1 I have a 300c platinum and paid for the very expensive lifetime
2 warranty. All four of my doors began coming apart I was told by FCA
3 that my warranty did not cover door panels and that they would cost
4 2500 each to fix and that the new panels would not be under any kind
5 of warranty so basically they wanted me to pay 10000 which is a lil
6 less than a quarter of the total cost of the car for new panels with no
7 guarantee that this won't happen again. The total upgrade for the
8 leather trim didn't even cost that much why are the panels so
9 expensive. Seems like price gouging and taking advantage of an issue
10 that they clearly have to know about

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12
13 **Erik Thompson**

14 Yes my 2017 sxt awd charger is having issues at both driver and
15 passenger doors right at window material separating away from door
16 panel looks bad will start to look under warranty.

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18 **Elizabeth Chapman**

19 Yes! Door panel on both driver & passenger side lifting! Driver side
20 has already been replaced. So now new one is lifting as well. I have a
21 2016 sxt charger. So disappointed. We are ready to upgrade to a 2020
22 Charger Scat Pack but because of issues with this car we might not get
23 another Dodge.....

24 **bruce spear**

25 Bought a CPO 2016 Chrysler 300 with 11,000 miles on it. At 50,000
26 miles, the passenger side door panel is badly warping up, the panels
27 on both side of my shifter have slowly started to warp up, and so has
28 the rear passenger side door panel. I can't believe how much these
vehicles cost & yet something like this happens. This is obviously an
effect of poor quality control and/or using inferior products. Sorry to
everyone else who is going through this!

Quaneshia Harris

I purchased a brand new 2017 Dodge Charger SE in October 2017. By
August of 2018 my passenger side door panel, right below the
window had lifted up. I thought it was from the heat of the sun and
that eventually I'll be able to push it back down. It eventually got

1 WORSE and when I took it back to the dealership, they mentioned it's
2 a common thing and it's not covered under warranty. It's 2020 and
3 I'm still riding around with the issue. It's pretty embarrassing when
4 people enter my car.

5 **Michelle Scarfo Brock**

6 I own a 2016 Dodge Charger RT with 21,000 miles. Three of my door
7 panels are lifting with the drivers panel being the worst. Started after
8 manufacturer warranty and extended warranty does not cover this
9 item. Contacted mopar which yielded no results or a reply. I have
10 noticed that the console panel is lifting. Hubs says get rid of it! Has
11 anyone thought about filing a class action suit against mopar to
12 correct this issue?

13 **James Keddington**

14 Yes, front passenger side is delaminating, just like your pictures.

15 **Steven Troise**

16 Yes my 2015 charger with 9000 miles but this yr hit 5 yrs old just
17 started popping up by the gear shifter also. Seems like its all heat
18 related. temp outside hit 95 degrees but was over 110 in the car. car
19 interior gets mushy and starts separating from the panels. I hope they
20 do a recall and make panels better with better glue or epoxy

21 **Andrew Pate**

22 2016 Dodge Charger R/T. Major warping on the front door panels at
23 the window and the back door panels looks like they are about to do
24 the same. It's a known defect, something should be done about it.

25 **Sandra Butler**

26 We purchased a new charger SRT397 in 2017. It is just out of
27 warranty. We noticed the other day both front door panels and the
28 driver rear panel are all separating from the frame. We took the car to
the local dealer and are waiting to hear back.

We have never had this type of issue on any previously owned car.
We have had this expensive car for just over 3 years. If we are not
using it, it is in the garage. We have 2 vehicles, so this is not heavily
used. We have less than 20,000 miles on the car.

1
2 **Winston Clark**

3 I own a 2014 Chrysler 300. So far a wonderful car with not much
4 trouble besides some recalls and a fuel system issue, all resolved by
5 the Chrysler warranty. The warranty also replaced my passenger side
6 door panel and the console trim to the right of my gear shift as
7 described in the article due to the trim edges pulling away from the
8 window and the console respectively.

9 Disappointingly, the problem has returned in the same identical places
10 as before. This has to be a manufacturer defect and when I contacted
11 Chrysler the reception was not what I expected. I don't know when
12 Chrysler realized that they had a problem but it was obvious then that
13 it wasn't an issue with the warranty representative 2 years ago. My
14 warranty has since expired; I feel that Chrysler should issue a recall to
15 repair or replace these defective door and console panels and trim.

16 **TheObviousNinja**

17 I have a 2017 Daytona. I'm on my 3rd set of door panels. The
18 passenger side of the console is just now starting this crap.

19 **Tim Bryant**

20 My 2017 Charger Daytona 392 is at the dealer right now for the
21 drivers door and rear passenger side door panel. Luckily it is still
22 under warranty until September. Guy in service dept said they are
23 about \$900 each to replace when out of warranty. Only 17k miles and
24 ALWAYS garaged in SC.

25 **Chris Hale**

26 I bought a 2018 Charger Daytona new and I have delamination on
27 both driver and passenger front doors around the windows.

28 **Roger N**

Our 2015 300s has had this issue for a while, both on the door and the
center console. I would really like to see a complaint and lawsuit filed.

Kate Frisbie

1 I have a 2016 Dodge Charger SE and have both problems. My driver
2 side door is delaminating and the trim of my console as well. Always
3 thought it was something I had done to cause it, but it is exactly how
4 you described. I normally get so many comments on my Charger but
5 having the door and console delaminating is really embarrassing to
6 me.

6 **sean Lewis**

7 My 2018 Scatpack charger has this same issue with the door panel and
8 the shifter panel as well.

9 **Courtney 2016 Charger**

10 My 2016 charger passenger door panel has been lifting since before
11 my warranty even expired. Yes, I paid extra for the extended warranty
12 as well. I immediately took it to the dealership and they told me I'd
13 have to pay full price for them to replace the door panel. Now I'm
14 past my extended warranty. I expect dodge/mopar to do right by their
15 customers and replace it. I'm very disappointed with my dealership
16 and will be putting in a complaint with them.

15 **B.b.**

16 18 charger scat pack same thing door panels center very disappointed

17 **Chip L**

18 2015 Charger R/T Plus has delaminating console side panels (both
19 side panels next to the gear shifter have peeled partially away / open).
20 Started shortly after it went out-of-warranty, just over 3 years, so
21 dealership refused to fix.

21 **Waleek**

22 Wow! Yes my 2018 Daytona door panel is doing the same thing but
23 I'm out of warranty. I tried to glue it down and I hate it.

24 **Ron**

25 Have a 2017 300 C. Passenger door panel warped at top lifting up
26 around where meets window. Very disappointing for their top of line
27 vehicle.

1 **Melanie Gillard**

2 Hello, my name is Melanie Gillard. I have a 2014 Chrysler 300. Yes,
3 the door panels are delaminating as well as the material around the
4 console. It is disheartening ... I really like my car yet I don't think that
5 I will purchase another one. Hopefully this issue will be taken care of
6 soon, in addition to our satisfaction.

7 **Raymond BiggChoppa Watson**

8 Hey, My Name Is Raymond Watson And Yes My 2017 Dodge
9 Charger Driver Side Window Started First And Now My Passenger
10 Side Has Started. But I am Out Of Warranty. What Should I Do?

11 **CARLOS A PEREZ**

12 I have a 2014 Chrysler 300 and I am having the issue with the door
13 panels and trim

14 See <https://moparinsiders.com/does-your-charger-or-300-have-interior-issues/>.

15 27. An online discussion forum exists for most makes and models of vehicles.

16 There are websites for both the Charger and the 300 and each website includes an
17 extensive discussion of the Defect. Here are some examples from just one of the

18 Charger threads about this issue:

19 Aug 7, 2017

20 Man I was just about to post about this. Hopped in my '16 SXT yesterday
21 and my front passenger door panel decided it didn't want to be on the car
22 anymore. Then checked and my driver side is just starting to show signs of
23 curling up. Guess this is a common-ish problem? Luckily I'm still under
24 warranty so I'll see what the dealership has to say tomorrow.

25 Aug 11, 2017

26 Just an update...made it up to the dealership today, service manager was
27 hardly shocked. Said mine was not the first door panel issue he's seen,
28 though mostly had seen it on '14 Chargers. I'm just an overachiever I
 guess. He said the other common one is the trim piece between the dash

1 and console, he's done a dozen of those. He recommended making sure
2 there was no sign of warping on that prior to hitting the end of my 36K
3 mile warranty.

4 Overall a great experience and one of the most helpful and least defensive
5 service managers I've ever encountered. Had to order the door panel which
6 is unfortunately backordered, which he said could mean 3 days or 3
7 months. Guess I'll be living with it for a while. FYI for those out of
8 warranty, he said the door panel is \$714 and some change.

9 Oct 11, 2017

10 **Same Issue - Covered by warranty**

11 Had the same issue with my 2015 Charger. Noticed all 4 door panels
12 raising, got them fixed, and the next day noticed the trim on the sides of
13 the console near the shifter doing the same. Car in the shop as I speak
14 being replaced with a couple thousand miles left on warranty, and only a
15 few months. Oh and btw, I'm also in Phoenix. Shocker. This issue is
16 without a doubt heat related.

17 Mar 6, 2018

18 **2016 Charger door panels lifting off**

19 I have a 2016 Charger and I just noticed (2 years after i bought it) that my
20 door panels were lifting off just as shown on the 2014 model. I went to the
21 dealer and they told me that i was outside my warranty and that i can either
22 call Mopar and file a claim or pay for it myself to replace the door panels. I
23 looked online if there were others that had the same issues and found this
24 and other forums that discussed this same issue. So i called my extended
25 warranty and they said that interior door panels are considered wear and
26 tear and not covered by the warranty. So i called mopar and they opened a
27 claim for me. I will keep you posted as to the results.

28 Sep 19, 2018

Hello guys, new to this group I own a 2016 Dodge Charger R/T with
45,000 miles. I have only owned the car for 1 year 8 months. I also have
the same problem with both my front door panels, the passenger side being
the worst. The driver side just lifted up and the passenger side being
warped/wavy. Seems like it is a common problem. Wonder why there is no
recall on this.

1
2 Sep 22, 2018

3 **This is happening on my Chrysler 300S**

4 I live in Fl and this started happening to my 2015 Chrysler 300S. I've hit
5 53k miles so the bumper to bumper is out of warranty, BUT I have asked
6 Class Action Lawsuits to see if they can start a class action for those of
7 you who are getting denied the repairs due to being out of warranty. My
8 dealership knows me and I told them that if they did not repair my
9 vehicle, I'd write reviews on Google, Yelp, their website, and any other
10 website until my situation was resolved. I don't understand how
11 Chrysler/Dodge would even think about turning a customer away for this
12 type of issue. Do they assume we're bored and have started to just peel
13 away our door panels because we have nothing better to do than to sit in
14 the 100 degree heat and destroy our cars? I've attached this link on the
class action form I filled out also. Good luck to all!! Don't take no for an
answer, regardless of warranty! I've learned that when kindness doesn't
get you what your owed, then bad reviews seem to be the next best thing,
especially for major dealerships.

15 Sep 26, 2018

16 I had the same problem on one of my doors about 6 months ago. Dealer
17 took care of it. Replaced the whole panel with brand new one for free. But
18 now the problem is happening on my other 3 doors.

19 Nov 11, 2018

20 **Another panel bites the dust**

21 I have a 2014 Charger with the driver side door panel lifting from the lock
22 all the way to the vent! Where is that Class Action form if I need it?

23 Jan 7, 2019

24 My 2016 Dodge Charger SXT is having the same issue with both the
25 driver side and passenger side doors. The dealer wants \$1000 per door,
which is insane.

26 Jan 7, 2019

1 How many miles on the car?

2
3 Actually I don't care if it's 200,000 - FCA should ABSOLUTELY be
4 covering these because there is NO question it is a supplier/manufacturing
5 problem. It's not like 3 or 4 cars have had this happen. They better get on
6 the stick with it before there's a class action lawsuit that ends up costing
7 them far more.

8 Jan 7, 2019 (Edited)

9 Noticing it's been about half a year since "Dodge Cares" knew of this
10 problem....Haven't seen any further input from them...The type of problem
11 should not be tied to a particular Dealer...nor a particular owner, If Dodge
12 Cares, really cares, wouldn't ya think they would intervene with some
13 solution by now !! As they know we're all involved...

14 Jan 7, 2019

15 I could understand this thing happening after 6 years but not within 2 years
16 of owning the car. Definitely a defect. I wonder if there's a good Samaritan
17 lawyer that would like to take our case. 🤔

18 Feb 2, 2019 (Edited)

19 The bumper to bumper warranty should be 3 years or 36k miles from the
20 in-service date.

21 However this is such a ridiculous problem to be having this many years
22 into a vehicle's production run I really feel like Dodge should cover these
23 panels no questions asked for at least 7 years/150k miles from
24 ISD. @DodgeCares, are you out there? I would love to hear your thoughts
25 on these failures.....

26 Feb 3, 2019

27 I've ignored this thread up until now because I felt the topic seemed so
28 foreign to me.

Well while waiting in the car for my family today I noticed the top edge of
my passenger door panel peeling up. I think driver and passenger rear
panels are doing the same... I'll be calling the dealer Monday

1
2 2017 Charger SP w/ 25k miles

3 Aug 12, 2019

4 I have a 2016 RT and both passenger side and driver side are doing it. Like
5 yours mine is out of warranty also. Dealer isn't going to do anything. It is
6 embarrassing that car can be this new and have these types of problems.

7 12 mo ago

8 I have a 2017 Chrysler 300C with 40,170 miles on it and have the same
9 problem. I took it to my local dealer and they said that they could not do
10 anything for me. The said to contact Chrysler. I did this and they said they
11 would not be able to assist me. I have been buying mopars since 1974,
12 when I mentioned this they said 'we understand your issue but we are
13 unable to assist'. I then called the dealer that I have purchased at least 9
14 vehicles from since 1997. I have an appointment Monday. Hopefully they
15 will offer some assistance with this issue. If not I may stop buying mopars.

14 12 mo ago

15 I have a 2018 charger that is doing only dealer serviced never touched by
16 anybody else told them at least 6 times now I'm right out of warranty
17 coverage also I have extended coverage that I purchased still no help that's
18 not right thanks Rocky Williams

18 11 mo ago

19 I purchased a New 2018 Charger R/T, have had it for about 9 months, and
20 the door console is lifting at the window... I thought someone was trying to
21 get in the car(steal it) I called the police they said it was from heat. and my
22 passenger side was starting to lift too.. I was so embarrassed I wasted their
23 time... it's under warranty I'm going to dealership... I find it to be
24 unacceptable that the expense of the car and quality of production aren't
25 equivalent.... especially if there is a chance my dash could at some point
26 lift too...

25 10 mo ago

26 I have 17 that is ugly. The passenger side door is the worst, and the drivers
27 door is starting to look the same way. Dodge can/will do nothing since out
28 of warranty.

1
2 10 mo ago

3 I have a 2015 Charger, and the door panels are peeling back also, and so is
4 the console area, and now the top part of the door panel to the point you
5 can see the air bag. I'm at a point I am scared to drive my car, what if the
6 air bags pop out, this is serious business. Apparently no one cares, if the
7 warranty is over, they (the dealership) says you have to file a complaint,
8 well I have done that also and still nothing is being done. So I want to
9 know if anyone else is having the same issue and I see many folks are
10 having the same problem. Chrysler needs to step up and get this taken care
11 of. My seems to be getting worse by the day and this has been going on for
12 over a year. I've taken my car to a couple of dealerships and they seem to
13 drop the ball several times, and now of course all they say is no warranty
14 no repairs. This is a defect and not just some issue. I have spoken to so
15 many Service Adviser at Rockwall Dodge and at Denton Dodge and they
16 all say, yes it's a problem but Chrysler is not taking this as a defect as of
17 yet. I was told keep trying maybe the squeaky wheel will get the panels
18 replaced at Chryslers expense. Truly concerned

19 10 mo ago

20 I took my 17 ScatPack to the dealer with 35,500 miles on it. I waited as
21 long as possible to see if all the door panels would have the skin separate.
22 Only the front two doors and the driver side knee bolster panel had enough
23 "damage" to get replaced. Knee bolster was a day. Service advisor says
24 panels door panels are on infinite backorder.

25 9 mo ago

26 Hello from Oklahoma - My passenger door panel is doing the same damn
27 thing on my 2016 Charger R/T.. I have the B5 Blue Blacktop Edition and
28 I'm beyond pissed off. This is my 4th Dodge and I have never come across
this problem before but I will most likely NOT be getting another Dodge
when I trade it in. Judging from this post, this issue has gone on for years
but they don't care.. We pay good money for these vehicles - this is super
frustrating.

8 mo ago

So my passenger side front panel is doing it now. The drivers side was
replaced last year under warranty. Problem is no more warranty.(4 months

1 out) The dealer will not budge on that. They will not fix it. They gave me
2 the 800 Customer service number. So much for CPO!

3 7 mo ago

4 I have a 2017 Dodge Daytona and my passenger door is doing the same. I
5 am out of warranty due to mileage. Dealer wants 750.00 to fix. I do not
6 feel this should happen in only 2 years and this seems to be a wide spread
7 problem. Anyone having any luck with Mopar on this?

8 17 d ago

9 Even though I purchased extended warranty on this vehicle it is not
10 covered...I would like to gather a class action lawsuit for this.... not to
11 mention I won't buy another Chrysler product. Car is a 2015 34000 miles
12 (weekend car) no way this should be happening

13 15 d ago

14 2016 Chrysler 300s AWD 52,000 miles. Passenger side door starting to
15 warp where panel meets window, all doors have visible indications they
16 could do the same. Add me to that law suit! \$40k of hard earned money
17 unacceptable quality control.

18 *See* [https://www.chargerforums.com/threads/door-panels-lifting-off-window-
19 endge.335874/](https://www.chargerforums.com/threads/door-panels-lifting-off-window-edge.335874/).

20 28. A similar forum exists for Chrysler 300 owners. A few of the many
21 complaints about the Defect are listed here:

22 Jul 23, 2019 (Edited)

23 Brought my Chrysler in for normal maintenance with zero issues. When the
24 car was returned to me, the front door panels on both the driver's side and
25 passenger side are completely warped and separating from where the panel
26 meets the window. This was NOT occurring prior to me bringing the car to
27 the dealership in any way, shape or form. The amount of damage that
28 occurred in that short of time is astounding.

The car was purchased 2/2017 and the damage occurred 6/1/2019, current
mileage 22,967. The dealership, AutoNation Chrysler Jeep and Dodge

1 North Phoenix responded with I am not in warranty and the damage is not
2 covered even though this is a known defect. The price I was quoted is 1
3 door panel 302.95, the second is 274.85 and labor is 100.00 per panel. I had
4 been talking to the Service Manager, Steve Rogers, who told me he can't do
anything about it.

5 If this is a known issue, why is there any discussion about the panel
6 replacement being covered? Pictures are attached.
7 Does Chrysler REALLY "care" about their customers and quality?

8 Aug 3, 2019

9 I just had both my front door panels replaced under warranty for this exact
10 issue. My service advisor told me this is a known issue on 300s since the
2015 redesign. Looked awful.

11 Aug 7, 2019

12 I'm having the same issue with the driver's side and passenger side on my
13 2017 300s. The dealer is no help and the extended warranty they sold me
14 doesn't cover it. Thinking about fixing it myself. Not sure if anyone has
15 tried or has a good adhesive to recommend.

16 11 mo ago

17 Spoke with 2 Chrysler reps today concerning the door panels. The first rep
18 told me that to replace all 4 doors would cost \$8,000. I found this figure
19 incredulous! The entire package (seats, dash, console, and doors) cost
20 \$1,995 as seen here [http://bestride.com/reviews/new-car-reviews/review-
2016-chrysler-300c-platinum-american-cred](http://bestride.com/reviews/new-car-reviews/review-2016-chrysler-300c-platinum-american-cred).

21 I called Chrysler parts, and get this, the front door panels cost \$2,200 each,
22 and the rear \$1,800 each. I asked how can the complete premium leather
23 package cost \$1,995 and replacement door panels cost \$8,000? There was
24 no clear answer except that maybe this particular package was discontinued
25 and would have to be custom made for replacement purposes. That being
26 the case anyone with the interior upgrade with this problem is in for a
serious shock if out of warranty. No wonder they gave you hell for trying to
get yours replaced.

27 Chrysler did say they had found a car upholstery who claims they can fix
28

1 the current panels at no cost to me. I don't know if this is a blessing or not
2 since the current panels appear deformed.

3 10 mo ago

4 I have the same issue on my Chrysler 300 limited. I called the dealership, I
5 am out of warranty and they don't cover the interior trim anyway. They
6 suggested I call Chrysler directly and open a case which I did. Chrysler
7 called me back today and said it is not covered and I would have to pay for
8 the replacement myself. I told them that was Bull, it is a 3 year old car and
9 this should not be happening. In reading all of the previous threads, it looks
10 like it is a known issue which makes me even madder. Perhaps all of us
11 experiencing this and I'm sure there are a lot more out there that aren't
posting, should consider a class action against Chrysler. I bought American
and thought this was a good car and a good brand. I will not buy another
Chrysler product.

12 10 mo ago

13 I have a 2016 Chrysler 300c bought it brand new and this started happening
14 a few days ago I paid almost 5k for the maxi care unlimited warranty and
15 now was just told that basically that warranty is worthless. It doesn't cover
16 something that is clearly a manufacturing issue whats even more irritating is
17 that there is no where that I can find that says is does or doesn't cover door
18 panels there is almost no info on the interior stuff that the extended
19 warranties cover. My dealership said the bill will be close to 9k to get those
door panels fixed and I have a co-worker with a 2017 300c and his doors
are doing the exact same thing!!!

20 9 mo ago

21 Just got a call from my dealership that there is nothing that Chrysler is
22 willing to do to help me. Whats even more frustrating is that my case
23 worker Cody didn't even call me no email no nothing just a call from the
24 dealership saying they won't help. No explanation no reason nothing. All
25 my phone calls to Chrysler care goes to voicemail so I guess I have to resort
26 to just telling my story in these forums and social media in hopes that other
27 people looking to have dealings with Chrysler is aware that this problem
exists and is not just something we are making up. So I bought my car 3
years ago as a present to myself after 21 years in the military my wife
actually gave me the green light to buy any car I wanted within reason lol

1 but yes any car I wanted brand new. So I decided on a 300c platinum I just
2 loved the way the car felt and how it looks just everything about it. I ended
3 up buying one of the most expensive 300 on the dealership lot with all the
4 extended warranties, the tire care package, the scotch guard protection and
5 the life time unlimited mile maxi-care warranties. I did this so that I can
6 have piece of mind that if something goes wrong at least in the next 3-5
7 years or so it wouldn't cost me an arm and leg to get it fixed. Yes I
8 understand that trim and seals and tires and all that stuff are wear items and
9 cosmetic things but its also reasonable to believe that if one of those things
10 go bad I could get it replaced fairly easy. I have had no major issues with
11 my car in the last 3 years and I take great care of it my windows are tinted I
12 park in a garage most of the time and yes I do live in Florida it is hot but to
13 have this problem after 3 years is a bit ridiculous. I have a 14 year old
14 armada, a mazda, a fiat and a 200 and none of those are having any issue
15 like this. It just amazes me that a 3 year car with all these upgrades and
16 warranties will have a 10 thousand dollar manufacturer\supplier defect (this
17 is definitely a defect) and we as customers have no protection no recourse
18 nothing just to eat it. And if I buy said 10 thousand dollar door panels no
19 one is willing to guarantee them for more than a few months to a year I cant
20 get a 5 year or more warranty on them to give myself piece of mind it wont
21 happen again. I am sorry for ranting I do love the car the way it drives and
22 all that but there is no way shape or form that anyone should have to deal
23 with a problem like this. And the customer care service couldn't even call
24 me and talk to me directly so that seems to be poor customer service.
25 Anyway all I am sorry that we are all having to deal with this apparently no
26 course of action can be taken but I will be putting my story out as much as I
27 can.
28

2 mo ago

I bought a used 2017 Chrysler 300c in 2018 with 42000 miles, so it was
already out of warranty. My front passenger door panel was already starting
to eliminate at that time. I took the car to an upholstery shop and was told
they could not repair the problem. I was advised to buy a new panel. I put
up with the look of the panel for two years and over that time the panel
became much worse. I took my car to Scott Robinson Chrysler Dodge Jeep
in Torrance, Ca to get it fixed. The service advisor told me it is a known
defect but my car is out of warranty and Chrysler will not help. I too have
an after market warranty, but it will not cover this repair. My car is

1 currently in the shop getting repaired to the tune of about \$500. This is my
2 2nd Chrysler 300c.

3 27 d ago

4 I am experiencing the door panel separation with my 2016 300 C, all 4 of
5 my doors, It stands to reason if there are so many with the same problem
6 there is a defect in the door panel structure or the clips they used to hold it
7 in place. I think Chrysler should stand behind the faulty design and replace
8 the part of panel that is defective and include another 5 year warranty on the
9 panels since it seems to be an on going issue... I called my dealer and asked
10 if the nano Tek stuff had anything to do with the panels since it was sprayed
11 everywhere but he said no... so it is a defect issue. I am placing a call to
12 Chrysler also, I have been loyal to the Brand for almost 30 years and never
13 had a problem like this one.

14 See <https://www.300cforums.com/threads/2016-chrysler-300-door-panels.277838/>.

15 29. CarComplaints.com fields complaints regarding various makes and
16 models. Here are a few of the recent complaints as to the Dodge Charger:

17 **Charger RT 5.7L Hemi**

18 41,000 miles

19 I bought car at a Chevy place (big mistake when you are buying a Dodge.)
20 Went back to them showed them what was going on. They couldn't help me
21 past warranty. Went to the Dodge place 10 miles away and the only thing
22 they would do was order me new ones and I pay for them. But per them
23 they would be on back order. So this is telling me Dodge is having a
24 problem with them. My driver side is really bad and passenger side is
25 starting to get worse. I feel Dodge should replace these as it's a malfunction
26 on their part. My brother who is a body shop guy looked at it and he said
27 there was no way to fix it, needed to be replaced as you couldn't glue it or
28 use tacks. His boss said same thing and they work for a Dodge body shop.
So are we supposed to have paid nice money for a car we love and have the
doors screwed up & it's not due to anything we did?

29 **Charger RT 5.7L**

72,000 miles

1 Due to mileage neither the dealer or Dodge customer service volunteer to
2 assist. Three years and the interior door panels start to separate!! There is
3 no recall on this problem but clearly it is common. It's all over the internet
4 how can Dodge ignore this? This is pitiful workmanship and horrible
customer service!

5 **Charger LX**

6 16,632 miles

7 Door panels warped on my 2016 Dodge Charger on both the driver side
8 front and rear doors. I can believe this happened to a fairly new vehicle.
Any suggestions on how to get it fixed or if Dodge can help?

9 **Charger LX**

10 16,632 miles

11 At the time of the problem, I had only owned the car for about 1 year and 6
12 months. Outrageous how the dealer wants me to pay around \$2200 for both
13 the front panels + the installation for a car that is still considered new. My
14 other vehicles that are 18 years old does not even have these kind of
problem with the door panels.

15 See [https://www.carcomplaints.com/Dodge/Charger/2016/accessories-](https://www.carcomplaints.com/Dodge/Charger/2016/accessories-interior/door_panels_are_warping.shtml)
16 [interior/door_panels_are_warping.shtml](https://www.carcomplaints.com/Dodge/Charger/2016/accessories-interior/door_panels_are_warping.shtml).

17 30. The National Highway Traffic Safety Administration (“NHTSA”) has also
18 fielded many complaints. They are categorized by make, model, and year. Here are
19 a few of the recent complaints as to the 2016 Dodge Charger:
20

21 **August 14, 2020 NHTSA ID NUMBER: 11349324**

22 **Components: STRUCTURE**

23 **NHTSA ID Number: 11349324**

24 **Incident Date November 1, 2018**

25 **Consumer Location ABILENE, TX**

26 **Vehicle Identification Number 2C3CDXCT5GH******
27

Summary of Complaint

TL* THE CONTACT OWNS A 2016 DODGE CHARGER. THE CONTACT STATED THAT ALL FOUR DOORS PANEL STARTED TO DETACH FROM THE DOOR FRAME. THE CONTACT STATED THE DAMAGE TO THE FRONT PASSENGER, FRONT DRIVER AND REAR PASSENGER DOORS WERE SEVERELY DAMAGED AND THE REAR DRIVER DOOR RECENTLY STARTED TO BECOME DETACHED. THE CONTACT TOOK THE VEHICLE TO STAR DODGE CHRYSLER JEEP RAM (5101 S 1ST ST, ABILENE, TX 79605) WHERE THEY REFERRED HIM TO THE MANUFACTURER. THE CONTACT HAD YET TO SPEAK TO THE MANUFACTURER ABOUT THE FAILURE. THE VEHICLE HAD YET TO BE REPAIRED. THE FAILURE MILEAGE WAS APPROXIMATELY 30,000.

August 12, 2020 NHTSA ID NUMBER: 11348883

Components: STRUCTURE

NHTSA ID Number: 11348883

Incident Date March 15, 2020

Consumer Location GULF BREEZE, FL

Vehicle Identification Number 2C3CDXL96GH****

Summary of Complaint

TL* THE CONTACT OWNS A 2016 DODGE CHARGER. THE CONTACT STATED THAT THE GLUE ON THE DOOR PANEL AND CENTER CONSOLE SEPARATED. THE CONTACT CALLED THE HILL-KELLY DODGE CHRYSLER JEEP RAM DEALER LOCATED AT 6171 PENSACOLA BLVD, PENSACOLA, FL 32505, AND WAS TOLD THAT THE VEHICLE WAS OUT OF WARRANTY. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND STATED THAT THE WARRANTY EXPIRED. THE VEHICLE WAS NOT REPAIRED. THE FAILURE MILEAGE WAS APPROXIMATELY 15,000.

1
2 **July 31, 2020 NHTSA ID NUMBER: 11342509**

3 **Components: STRUCTURE**

4
5 **NHTSA ID Number:** 11342509

6 **Incident Date** March 22, 2018

7 **Consumer Location** ANTIOCH, TN

8 **Vehicle Identification Number** 2C3CDXCT0GH****

9 **Summary of Complaint**

10 TL* THE CONTACT OWNS A 2016 DODGE CHARGER. THE
11 CONTACT STATED THAT THE DOOR PANEL DETACHED FROM
12 THE DOOR FRAME. THE CONTACT STATED THAT THE WIRES
13 INSIDE OF THE DOOR PANEL WERE EXPOSED. ADDITIONALLY,
14 THE CONSOLE NEAR THE GEAR SHIFT LEVER WAS ALSO
15 SEPARATED. THE VEHICLE WAS TAKEN TO ROCKIE WILLIAMS
16 PREMIER DODGE CHRYSLER JEEP RAM (600 PLEASANT GROVE
17 RD, MT. JULIET, TN 37122) TO BE DIAGNOSED. THE CONTACT
18 WAS INFORMED THAT THE DOOR PANEL NEEDED TO BE
19 REPLACED. THE VEHICLE WAS NOT REPAIRED. THE
20 MANUFACTURER WAS MADE AWARE OF THE FAILURE AND
21 PROVIDED A CASE NUMBER. THE FAILURE MILEAGE WAS
22 109,423.

23
24 **July 9, 2020 NHTSA ID NUMBER: 11338487**

25 **Components: STRUCTURE**

26 **NHTSA ID Number:** 11338487

27 **Incident Date** June 9, 2020

28 **Consumer Location** JACKSON, GA

Vehicle Identification Number 2C3CDXCT5GH****

1 **Summary of Complaint**

2 TL* THE CONTACT OWNS A 2016 DODGE CHARGER. THE
3 CONTACT STATED THAT THE INSIDE DOOR PANELS ON THE
4 FRONT AND REAR PASSENGER’S SIDE OF THE VEHICLE
5 DETACHED FROM THE DOOR FRAMES. CRONIC CHRYSLER
6 DODGE JEEP RAM LOCATED AT (2515 N EXPY, GRIFFIN, GA
7 30223; (770) 227-4271) WAS CONTACTED AND INFORMED OF THE
8 FAILURE. THE VEHICLE WAS NOT TAKEN TO BE INSPECTED
9 NOR REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED OF
10 THE FAILURE. THE FAILURE MILEAGE WAS 50,000.

11 **July 8, 2020 NHTSA ID NUMBER: 11338133**

12 **Components: STRUCTURE**

13 **NHTSA ID Number:** 11338133

14 **Incident Date** June 17, 2020

15 **Consumer Location** CAMILLA, GA

16 **Vehicle Identification Number** 2C3CDXBG2GH****

17 **Summary of Complaint**

18 TL* THE CONTACT OWNS A 2016 DODGE CHARGER. THE
19 CONTACT STATED THAT THE DOOR PANELS ON THE FRONT
20 DRIVER’S AND PASSENGER’S DOORS WERE DETACHED FROM
21 THE DOOR FRAME. THE VEHICLE WAS NOT TAKEN TO A
22 DEALER OR INDEPENDENT MECHANIC TO BE DIAGNOSED NOR
23 REPAIRED. THE MANUFACTURER WAS NOT MADE AWARE OF
24 THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS
25 42,000.

26 **July 1, 2020 NHTSA ID NUMBER: 11331948**

27 **Components: STRUCTURE**

28 **NHTSA ID Number:** 11331948

Incident Date June 1, 2020

Consumer Location NEWTON, GA

Vehicle Identification Number 2C3CDXBG6GH****

Summary of Complaint

TL THE CONTACT OWNS A 2016 DODGE CHARGER. THE CONTACT STATED THAT THE DOOR PANELS ON BOTH THE FRONT DRIVER AND PASSENGER SIDE DETACHED FROM THE DOOR FRAMES. THE VEHICLE WAS NOT TAKEN TO BE INSPECTED NOT REPAIRED. NEITHER THE DEALER NOR THE MANUFACTURER WERE NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS UNKNOWN.

See

<https://www.nhtsa.gov/vehicle/2016/DODGE/CHARGER/4%252520DR/RWD>.

NHTSA has also received numerous complaints about the Defect from Chrysler 300 owners during the relevant period, including these recent examples:

August 24, 2020 NHTSA ID NUMBER: 11350852

Components: STRUCTURE

NHTSA ID Number: 11350852

Incident Date August 1, 2019

Consumer Location BROOKLYN, NY

Vehicle Identification Number 2C3CCAEG6GH****

Summary of Complaint

TL- THE CONTACT OWNS A 2016 CHRYSLER 300. THE CONTACT STATED THAT OVER TIME THE DOOR PANEL HAD UPLIFTED AND SEPERATEDE FROM THE DOOR FRAME CAUSING THE LOCKING MECHANISM TO MALFUNCTION ON OCCASIONS. THE FAILURE HAD AFFECTED BOTH THE FRONT DRIVER AND PASSENGER SIDE DOOR. THE CAUSE OF THE FAILURE WAS NOT

1 DETERMINED. THE LOCAL DEALER AND MANUFACTURER
2 WERE NOT NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE
3 WAS 4,000. JFT

4 **July 30, 2020 NHTSA ID NUMBER: 11342316**

5 **Components: STRUCTURE**

6 **NHTSA ID Number: 11342316**

7 **Incident Date July 1, 2016**

8 **Consumer Location MIAMI, FL**

9 **Vehicle Identification Number 2C3CCABTXFH******

10 **Summary of Complaint**

11 TL* THE CONTACT OWNS A 2015 CHRYSLER 300. THE CONTACT
12 STATED THAT AN UNKNOWN INSIDE DOOR PANEL DETACHED
13 FROM THE DOOR FRAME. THE VEHICLE WAS TAKEN TO
14 PLANET DODGE CHRYSLER JEEP RAM (9975 NW 12TH ST, MIAMI,
15 FL 33172) WHO REFERRED THE CONTACT TO THE
16 MANUFACTURER FOR ASSISTANCE. THE MANUFACTURER WAS
17 INFORMED OF THE FAILURE BUT DECLINED TO COVER THE
18 REPAIR. THE VEHICLE WAS NOT REPAIRED. THE APPROXIMATE
19 FAILURE MILEAGE WAS 35,000.

18 **July 13, 2020 NHTSA ID NUMBER: 11339042**

19 **Components: STRUCTURE**

20 **NHTSA ID Number: 11339042**

21 **Incident Date July 1, 2020**

22 **Consumer Location EATON, OH**

23 **Vehicle Identification Number 2C3CCAAG6GH******

24 **Summary of Complaint**

25 THE INSIDE FRONT PASSENGER SIDE DOOR PANEL IS LIFTING
26 UP AWAY FROM THE WINDOW. THIS CAR IS GARAGE KEPT AND
27 I HAVE BEEN WORKING FROM HOME SINCE MARCH 23, 2020 SO
28 IT HAS NOT BEEN LEFT OUT IN THE SUN. THE INTERIOR VINYL

1 IS PULLING AWAY AND SEPARATING FROM THE BODY. THIS
2 HAPPENED WHEN STATIONARY AND IS GETTING
3 INCREASINGLY WORSE.

4 June 29, 2020 NHTSA ID NUMBER: 11331464

5 Components: STRUCTURE

6 NHTSA ID Number: 11331464

7 Incident Date June 8, 2020

8 Consumer Location HUMBLE, TX

9 Vehicle Identification Number 2C3CCABG2HH****

10 **Summary of Complaint**

11 TL* THE CONTACT OWNS A 2017 CHRYSLER 300. THE CONTACT
12 STATED THE DRIVER'S SIDE REAR AND PASSENGER SIDE FRONT
13 DOOR PANEL WERE DETACHED FROM THE DOOR FRAME. THE
14 VEHICLE WAS TAKEN TO TEXAN DODGE CHRYSLER JEEP RAM
15 18555 EASTEX FWY, HUMBLE, TX 77338 (281) 973-3844, TO BE
16 DIAGNOSED. THE CONTACT WAS INFORMED THAT THE DOOR
17 PANEL NEEDED TO BE REPLACED DUE TO HEAT. THE VEHICLE
18 WAS NOT REPAIRED. THE MANUFACTURER WAS NOT
19 CONTACTED. THE FAILURE MILEAGE WAS 25,000.

18 April 28, 2020 NHTSA ID NUMBER: 11322597

19 Components: STRUCTURE

20 NHTSA ID Number: 11322597

21 Incident Date April 24, 2020

22 Consumer Location TALLAHASSEE, FL

23 Vehicle Identification Number 2C3CCAEG1HH****

24 **Summary of Complaint**

25 MY DOOR PANELS ARE WARPING MY CAR IS 3 YEARS OLD AND
26 IS EXTREMELY TOO SOON TO BE EXPERIENCING THIS KIND OF
27 DAMAGE. IF FOR WHATEVER REASON IT CAUSES DAMAGE TO
28

1 MY AIRBAGS IT'S PUTTING ME AND MY CHILD AT RISK OF
2 SERIOUS INJURY.

3 September 8, 2019 NHTSA ID NUMBER: 11253989

4 Components: UNKNOWN OR OTHER

5 **NHTSA ID Number:** 11253989

6 **Incident Date** August 1, 2019

7 **Consumer Location** HEMET, CA

8 **Vehicle Identification Number** 2C3CCAEG3JH****

9 **Summary of Complaint**

10 SIDE PANELS ON ARE ALL FOUR DOORS ARE LIFTING

11 31. This is only a smattering of the comments and complaints from some of
12 the online complaint boards and NHTSA website about the Defect. And, of course,
13 those who took the time to go online and comment are just the tip of the iceberg.
14 There can be no question that the scope of this problem is massive. Hundreds of
15 thousands of car owners have been victimized by Defendant. It is further obvious
16 from the huge volume of online complaints that Defendant was well aware of the
17 Defect before Plaintiffs – and the vast majority of the members of the proposed
18 class – purchased their vehicles.
19
20
21

22 32. Upon information and belief, Defendant knowingly marketed and
23 sold/leased the Subject Vehicles with the Defect, while willfully concealing the true
24 inferior quality and substandard performance of the vehicles.
25
26
27
28

1 33. Defendant directly markets the Subject Vehicles to consumers via
2 extensive nationwide, multimedia advertising campaigns on television, the Internet,
3 billboards, print publications, mailings, and through other mass media.
4

5 34. Defendant's marketing materials and advertisements describe the Subject
6 Vehicles as premium cars, with attractive styling, that are well-built, safe, and
7 reliable.
8

9 35. In reality, the Subject Vehicles are not well-built and are not manufactured
10 to remain attractive, safe, or reliable as Defendant's marketing suggests. Defendant
11 concealed the fact that the Subject Vehicles do not remain attractive, safe, or reliable
12 under ordinary conditions because the Defect will, through no fault of the car owner,
13 ruin the appearance of the vehicle and result in a variety of safety and systems
14 problems.
15
16
17

18 36. Plaintiffs and the members of the proposed class were exposed to
19 Defendant's long-term, national, multimedia marketing campaign touting the
20 supposed quality, safety, and comfort of the Subject Vehicles, and justifiably made
21 their decisions to purchase or lease their Subject Vehicles based on Defendant's
22 misleading marketing that concealed the true, defective nature of the Subject
23 Vehicles.
24
25
26
27
28

1 37. Further, Defendant knowingly misled Plaintiffs and members of the
2 proposed class about the true, defective nature of the Subject Vehicles. As detailed
3 above, Defendant has been aware of the Defect since at least 2015, and certainly
4 well before Plaintiffs and most class members purchased or leased their vehicles.
5 Defendant was aware of the Defect from pre-release evaluation and testing;
6 investigations based on reports from authorized service departments; the high
7 number of repairs and replacement parts that were sold by Defendant and its
8 affiliates; and the numerous and consistent complaints about the Defect made
9 directly to Defendant, collected by NHTSA, and posted in public online forums.
10
11
12

13
14 38. In sum, Defendant has actively concealed the existence and nature of the
15 Defect from Plaintiffs and the proposed class since at least 2015 despite its
16 knowledge of the existence and pervasiveness of the Defect. Specifically, Defendant
17 has:
18

- 19 a. Failed to disclose, at and after the time of purchase, lease, and/or service,
20 any and all known material defects of the Subject Vehicles, including the
21 Defect;
22
23 b. Failed to disclose, at and after the time of purchase, lease, and/or service,
24 that the Subject Vehicles' interior trim panels were defective and not fit for
25 their intended purposes;
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28

1 c. Failed to disclose, and actively concealed, the fact that the Subject Vehicles’
2 interior panels were defective, despite the fact that Defendant learned of the
3 Defect by 2015 at the latest, and certainly well before Plaintiffs and most class
4 members purchased or leased their cars;

5
6 d. Failed to disclose, and actively concealed, the existence and pervasiveness
7 of the Defect even when directly asked about it by customers during
8 communications with Defendant, Defendant’s dealerships and service centers,
9 and Defendant’s corporate affiliate Mopar;

10
11 e. Actively concealed the Defect by making in-warranty temporary “fixes”
12 knowing full well that the Defect will manifest again, though outside of the
13 warranty period; and
14

15
16 f. Actively concealed the Defect by consistently patching the panel failures
17 with temporary “fixes,” so that the Defect is not permanently corrected, even
18 though car owners were led to believe that the Defect had been fully and
19 permanently repaired.
20
21

22 39. By engaging in the conduct described above, Defendant has concealed the
23 Defect from Plaintiffs and the members of the proposed class. If potential buyers or
24 lessors of Subject Vehicles had had knowledge of the information Defendant
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28

1 concealed, they would not have purchased or leased the Subject Vehicles or would
2 have paid less to do so.

3
4 40. Absent discovery, Plaintiffs are unaware of, and unable through
5 reasonable investigation to obtain, the true names and identities of those individuals
6 at Defendant responsible for disseminating false and misleading marketing materials
7 regarding the Subject Vehicles. Defendant necessarily is in possession of all of this
8 information. Plaintiffs' claims arise out of Defendant's fraudulent concealment of
9 the Defect, and its representations about the quality, safety, and comfort of the
10 Subject Vehicles. To the extent that Plaintiffs' claims arise from Defendant's
11 fraudulent concealment, there is no one document or communication, and no one
12 interaction, upon which Plaintiffs base their claims. Plaintiffs allege that at all
13 relevant times, including specifically at the time they purchased or leased their cars,
14 Defendant knew, or was reckless in not knowing, of the Defect; Defendant was under
15 a duty to disclose the Defect based upon its exclusive knowledge of it, and its
16 concealment of it; and it never disclosed the Defect to Plaintiffs or the public at any
17 time or place or in any manner.

18
19 41. Plaintiffs make the following specific fraud allegations with as much
20 specificity as possible absent access to the information necessarily available only to
21 Defendant:
22
23
24
25
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28

1 a. **Who:** Defendant actively concealed the Defect from Plaintiffs and the
2 members of the proposed class while simultaneously touting the safety,
3 comfort, sophistication, and quality of the Subject Vehicles, as alleged above.
4 Plaintiffs are unaware of, and therefore unable to identify, the true names and
5 identities of those specific individuals at Defendant responsible for such
6 decisions.
7

8
9 b. **What:** Defendant knew, or was reckless or negligent in not knowing, that
10 the Subject Vehicles contain the Defect, as alleged above. Defendant
11 concealed the Defect and made representations about the safety, comfort,
12 sophistication, quality, and other attributes of the Subject Vehicles, as
13 specified above.
14

15
16 c. **When:** Defendant concealed material information regarding the Defect at
17 all times and made representations about the quality, safety, and comfort of
18 the Subject Vehicles, starting no later than 2015, continuing through the time
19 of sale/lease, and on an ongoing basis, and continuing to this day, as alleged
20 above. And when consumers brought their vehicles to Defendant complaining
21 of the Defect, Defendant denied any knowledge of or responsibility for the
22 Defect.
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1 d. *Where*: Defendant concealed material information regarding the true nature
2 of the Defect in every communication it had with Plaintiffs and the members
3 of the proposed class and made representations about the quality, safety, and
4 comfort of the Subject Vehicles. Plaintiffs are aware of no document,
5 communication, or other place or thing, in which Defendant disclosed the
6 truth about the Defect to anyone outside of Defendant. Such information is
7 not adequately disclosed in any sales documents, displays, advertisements,
8 warranties, owner's manuals, or on Defendant's website.

9
10
11
12 e. *How*: Defendant concealed the Defect from Plaintiffs and members of the
13 proposed class and made representations about the quality, safety, and
14 comfort of the Subject Vehicles. Defendant actively concealed the truth about
15 the existence and nature of the Defect from Plaintiffs and the proposed class
16 at all times, even though it knew about the Defect and knew that information
17 about the Defect would be important to a reasonable consumer, and Defendant
18 promised in its marketing materials that the Subject Vehicles have qualities
19 that they do not have.

20
21
22
23 f. *Why*: Defendant actively concealed material information about the Defect
24 in the Subject Vehicles for the purpose of inducing Plaintiffs and the members
25 of the proposed class to purchase and/or lease Subject Vehicles, rather than
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1 purchasing or leasing competitors' vehicles, and to reduce the number and
2 cost of repairs that would be required pursuant to Defendant's warranties and
3 implied warranties. Defendant misrepresented the quality, safety, and
4 comfort of the Subject Vehicles. Had Defendant disclosed the truth, for
5 example in its advertisements or other materials or communications, Plaintiffs
6 and the class would have been aware of it, and would not have bought or
7 leased the Subject Vehicles or would have paid less for them. Moreover, they
8 would have demanded full, complete, and permanent repairs while under
9 warranty.
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15 **Plaintiff Johnson's Experience**

16 42. Mrs. Johnson is a 65-year old retiree living in Palmdale, California. She
17 worked for the state of California before retiring to spend more time caring for her
18 ill daughter and working for her church in several capacities, including as minister,
19 bereavement director, and bible college registrar.
20
21

22 43. In April of 2019, Mrs. Johnson bought her 2016 Chrysler 300C. The car
23 had relatively low miles and looked immaculate. Mrs. Johnson appreciated the car's
24 styling and performance.
25
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28

1 44. In February of 2020, the interior panel of Mrs. Johnson’s driver’s side
2 front door lifted up. She initially thought this problem was the result of vandalism,
3 such as a “slim jim” being inserted between the window and the door panel. She
4 even filed a police report. When she took the car to Enterprise Car Sales, where she
5 purchased the vehicle, however, she was told that the Defect was commonplace in
6
7 300s.
8

9 45. The Enterprise service department informed her that she was outside of
10 her Enterprise-warranty period. Nevertheless, Mrs. Johnson was able to convince
11 Enterprise to pay for the repair of the panel as a one-time courtesy.
12

13 46. Two weeks later, however, all four of her door panels – including the one
14 recently repaired – began to rise up and separate from the frame. Photos of Mrs.
15 Johnson’s vehicle from the Spring of 2020 have been attached hereto as Exhibit 2.
16

17 47. Mrs. Johnson knew she could not obtain a repair from Enterprise so she
18 called her insurance company. She held a policy of comprehensive automobile
19 insurance from Infinity Insurance. She filed a claim and sent photos. She was told
20 to take the vehicle to the local Chrysler dealership, which was Hunter Dodge,
21 Chrysler, Jeep, and Ram in Lancaster, California.
22
23

24 48. Mrs. Johnson dropped off her vehicle. The service department at the
25 dealership confirmed that this issue was common on 300s. The dealership provided
26
27

1 an estimate to fix all four door panels. The total amount was thousands of
2 dollars. The insurance adjuster informed Mrs. Johnson that Infinity Insurance had
3 determined that the interior panels were not a covered item and refused to pay for
4 the repairs.
5

6
7 49. Mrs. Johnson then called the Chrysler national customer service line to
8 request that the Defect be repaired. She spoke with Defendant's customer service
9 department and was informed that Defendant would not repair the vehicle. She
10 asked to speak to a supervisor or someone in the legal department but was told that
11 she would not be allowed to do so.
12

13
14 50. Mrs. Johnson could not afford to complete the repairs so she retrieved her
15 car and has not made the repairs.
16

17 51. She has lodged complaints online and with the NHTSA.

18 52. One of Mrs. Johnson's online complaints read as follows:

19 I have a 2016 300c and all 4 of the door panels have lifted. My car was
20 vandalized and it appeared that the drivers door was opened with a Slim
21 Jim. The drivers door panel was lifted up. It was repaired at a body shop a
22 week later. Upon picking my vehicle back, the repair shop showed me that
23 the other door panels were also lifting. I didn't have the money to have
24 those repaired so I took my car home, only to have the drivers door panel
25 lift again. Now all 4 panels are lifted. And just like others have stated the
26 dealership in my area (Palmdale, CA), said that my warranty has expired
27 and that I would cost me about \$1200 per door. I can't afford this, I tried to
28 glue one down with gorilla glue but was unsuccessful. This is crazy because
I was told that this is a known problem with these cars and now I am seeing
that others have the same problem. How do I contact Chrysler about this

1 known manufacturer problem? My car doors look horrible, and I am
2 embarrassed to even drive my car. I actually loved my car (except for it
3 using a lot of gas), I have only owned it for 1 year. I am a single senior and
4 I need help in getting these panels replaced/repaired. This on top of the
5 coronavirus pandemic is not what I need. HELP PLEASE.

6 Her complaint with the NHTSA reads as follows:

7 **August 16, 2020 NHTSA ID NUMBER: 11349678**

8 **Components: STRUCTURE**

9 **NHTSA ID Number: 11349678**

10 **Incident Date April 25, 2020**

11 **Consumer Location PALMDALE, CA**

12 **Vehicle Identification Number 2C3CCAEG6GH******

13 **Summary of Complaint**

14 INTERIOR DOOR PANELS ARE WARPED AND LIFTED. I
15 COMPLAINED TO CHRYSLER ALONG WITH MANY OTHERS, AND
16 MY COMPLAINT WAS DENIED TWICE. THIS MANUFACTURING
17 DEFECT CAUSES TEMPERATURE INSIDE MY VEHICLE TO BE
18 COMPROMISED DUE TO THE LACK OF INSULATION.

19 53. The extent of the problem has further degraded on all four doors. The
20 door panels have lifted even further exposing open airways to the interior of the
21 door. During the summer months, hot air streams up from the interior door cavity
22 directly into the vehicle interior. This makes the car's interior temperature difficult
23 to regulate. As a result, Mrs. Johnson is not able to transport her daughter to
24 medical appointments in the 300.
25
26
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28

1 54. Mrs. Johnson drives her 300 as little as possible. Not only is the car
2 unsightly and depressing for her to see, but the interior temperature is difficult to
3 regulate without insulation from the cavity in the doors. She does not feel safe
4 driving the vehicle because the Defect has increased the risk of theft or break-in.
5 Further, the Defect is likely to make the side air bags malfunction.
6
7

8 55. Mrs. Johnson has spent dozens of hours dealing with the Defect. She has
9 also spent money visiting the repair shop and dealership. Her time and expenses
10 have been wasted; she has nothing to show for it. She has suffered anxiety and stress
11 as a result of the unrepaired Defect.
12
13

14 56. Mrs. Johnson hopes that through this lawsuit Defendant will agree to
15 repair her vehicle and those of all other victims of the Defect. She also hopes that
16 she and all other victims will be compensated for the losses they have suffered due
17 to the Defect.
18

19 **Plaintiff Player's Experience**

20
21 57. Mr. Player lives in El Paso, Texas with his wife and children. He works
22 as a manufacturers' representative.
23

24 58. In December of 2015, Mr. Player bought his 2016 Dodge Charger. He
25 loved the car's looks and its performance.
26
27
28

1 59. In 2018, while he was still under his original warranty period, the Defect
2 began to manifest on both front doors. He took the car to the dealership and the
3 repairs were made without any charge to Mr. Player. The repair turned out to be a
4 temporary fix only, however, and did not even extend to the entirety of the Defect
5 but only to the front door panels.
6
7

8 60. In 2020, the Defect reappeared. First, the front door panels (the same
9 panels that should have been fixed in or about 2018) rose up and separated from the
10 door frame. Mr. Player returned to the dealership and requested that the panels be
11 repaired. He was informed that – since he was outside of the warranty period – he
12 would have to pay for the repairs. Mr. Player stated that this was obviously a
13 manufacturing defect – he has owned numerous cars over the years but has never
14 seen this issue arise in any other vehicle – and demanded the Defendant cover the
15 repair. Mr. Player’s dealership assured him that there was nothing they could do,
16 rather it was a corporate decision by Defendant.
17
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19
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21 61. Mr. Player researched the Defect and found hundreds of online
22 complaints. He confirmed that it was not just his dealership, but that Defendant has
23 established the nationwide policy that it does not repair the Defect outside of the
24 initial warranty period. Thus far, Mr. Player has refused to pay for the repair.
25
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1 62. Since returning from the dealership, the Defect has manifested in two
2 additional areas. One of his rear door panels has now begun to rise up. Further, his
3 front dash has begun to pull away from the front windshield. Photos of the current
4 state of Mr. Player's Charger have been attached hereto as Exhibit 3.
5

6 63. Mr. Player is outraged that Defendant refuses to take responsibility for
7 what is obviously a manufacturer's defect. Not only is the car unsightly and
8 depressing to view, but the Defect causes safety issues that make Mr. Player reluctant
9 to drive his family members in the car, including: the Defect is likely to make the
10 side air bags malfunction; there is an increased risk of theft or break-in; and the
11 interior temperature is difficult to regulate without insulation from the cavity in the
12 doors. Mr. Player has spent many hours dealing with the Defect and has spent money
13 visiting the dealership. His time and expenses have been wasted; he has nothing to
14 show for it. He has suffered anxiety and stress as a result of the unrepaired Defect.
15 Mr. Player is reluctant to pay for the repairs himself and hopes that this lawsuit will
16 result in Defendant agreeing to repair the Defect. Further, Mr. Player believes that
17 victims of the Defect should be reimbursed for all of their out-of-pocket expenses.
18
19
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22

23 **Class Action Allegations**
24

25 64. Pursuant to Federal Rule 23, Plaintiffs bring this action on behalf of
26 themselves and a class initially defined as:
27
28

1 All United States persons or entities that currently own or lease a
2 Subject Vehicle or previously owned or leased a Subject Vehicle and
3 either: (i) paid out of pocket to repair the Defect or (ii) sold or
4 surrendered the Subject Vehicle.

5 65. Plaintiff Johnson also seeks to represent a subclass of California victims
6 of the Defect defined as follows:

7 All citizens of California who currently own or lease a Subject Vehicle
8 or previously owned or leased a Subject Vehicle and either: (i) paid out
9 of pocket to repair the Defect or (ii) sold or surrendered the Subject
10 Vehicle.

11 Plaintiff Player also seeks to represent a subclass of Texas victims of the
12 Defect defined as follows:

13 All citizens of Texas who currently own or lease a Subject Vehicle or
14 previously owned or leased a Subject Vehicle and either: (i) paid out of
15 pocket to repair the Defect or (ii) sold or surrendered the Subject
16 Vehicle.

17 66. Excluded from the class (and subclasses) are:

18 A. Defendant and any entity in which Defendant has a controlling interest,
19 and their legal representatives, employees, officers, directors, assigns, parents,
20 affiliates, and successors;

21 B. The judge, magistrate, and any special master to whom this case is assigned,
22 and any member of their immediate families; and
23

24 C. To the extent the class certification order permits exclusion, all persons
25 who timely submit proper requests for exclusion from the class.
26
27
28

1 67. The class consists of all current owners and most prior owners of a Subject
2 Vehicle. The Subject Vehicles were sold to at least 800,000 customers nationwide,
3 thus making individual joinder impracticable pursuant to Fed. R. Civ. P. 23(a)(1).
4 The disposition of the claims in a single class action will provide substantial benefits
5 to all parties and to the Court, including the just, speedy, and inexpensive
6 determination of this matter. The class consists of hundreds of thousands of
7 members across the nation, and the warranty at issue provided by Defendant to its
8 customers is substantively identical with respect to each class member. Moreover,
9 the members of the class are readily identifiable through the records and transaction
10 data kept by Defendant.
11

12 68. Plaintiffs' claims are both typical and aligned with the claims of the
13 proposed class. The damages sustained by Plaintiffs are also typical of those
14 sustained by class members. The factual and legal bases of the claims are common
15 to all plaintiff class members and represent a common injury. *See* Fed. R. Civ. P.
16 23(a)(2).
17

18 69. There are many common questions of law and fact. These common issues
19 include, but are not limited to:
20

- 21
- 22 (i) when the Defect became known to Defendant;
 - 23 (ii) what warranty terms apply to the Defect;
- 24

1 (iii) what steps to correct the Defect were taken and when.

2 These common questions of law and fact predominate over individual questions and
3 a class action is the superior means to litigate the claims. *See* Fed. R. Civ. P.
4 23(b)(3).
5

6 70. There is a well-defined community of interest in the questions of law and
7 fact involved in this matter such that a class action is clearly the superior method for
8 the fair and efficient handling of this dispute. A class action is superior to all other
9 available methods for the fair and efficient adjudication of this controversy because
10 joinder of potentially hundreds of thousands of owners of Subject Vehicles is
11 impracticable. The damages suffered by individual class members are relatively
12 small on an individual basis, making the acquisition of counsel to represent a class
13 member on an individual basis cost prohibitive, especially when taking into
14 consideration the sophistication and resources of Defendant. The expense and
15 burden of litigation would make it difficult, if not impossible, under these
16 circumstances for the members of the class to individually redress the wrongs done
17 to them by Defendant. However, because of the commonality of the predominant
18 issues involved in the class claims, defenses, and damages alleged, there will be no
19 difficulty in maintaining this dispute as a class action.
20
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1 71. Plaintiffs will fairly and adequately represent and protect the interests of
2 the class as required by Fed. R. Civ. P. 23(a)(4). The named Plaintiffs own a
3 Chrysler 300 and a Dodge Charger and are thus typical of the class members as
4 required by Fed. R. Civ. P. 23(a)(3). Plaintiffs have retained competent counsel
5 with experience in class action litigation. Plaintiffs and their counsel are committed
6 to vigorously prosecuting this action on behalf of the class and have the financial
7 resources to do so. Neither Plaintiffs nor their counsel have any interests that are
8 contrary to or adverse to those of the class that Plaintiffs seek to represent.
9
10

11 72. Certification is also appropriate under Fed. R. Civ. P. 23(b)(2) in that
12 Defendant acted or refused to act on grounds that apply generally to the class, thus
13 warranting injunctive or declaratory relief. Defendant should be required to
14 implement an appropriate, concrete, and timely warranty protocol for its defective
15 interior panels.
16
17

18 73. Alternatively, should the Court find that Plaintiffs cannot meet the
19 requirements of Fed. R. Civ. P. 23(b)(2) or 23(b)(3), the Court should certify liability
20 issues that are susceptible to class-wide proof.
21
22

23 74. The precise liability issues Plaintiffs would seek to alternatively certify
24 will be set forth more fully in their forthcoming motion for class certification;
25
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1 however, those predominant liability issues will necessarily relate to whether
2 Defendant has breached its warranty with its customers.

3
4 **FIRST CAUSE OF ACTION**
5 **Breach of Express Warranty**

6 75. Plaintiffs repeat and reallege each and every allegation of this Complaint
7 as if fully set forth herein verbatim.

8
9 76. At all times, Defendant is and has been engaged in the business of
10 designing, manufacturing, distributing, marketing, and selling Chrysler and Dodge
11 vehicles throughout the United States.

12
13 77. At all times, Defendant is and has been a merchant and seller of the
14 Subject Vehicles.

15
16 78. Defendant expressly warranted to Plaintiffs and the members of the class
17 that the Subject Vehicles were merchantable and fit for their ordinary, particular,
18 and intended use and purpose.

19
20 79. Defendant breached its express warranties. The Subject Vehicles sold by
21 Defendant to Plaintiffs and the members of the class were not in merchantable
22 condition, were not fit for the ordinary purpose for which cars are used, and/or were
23 not of the same quality as those generally acceptable in the trade. In fact, the Subject
24 Vehicles were defective from the point of manufacture and sale, thus rendering the
25 product unmerchantable at the time of purchase.
26
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1 80. Defendant has breached its express warranties by failing to adequately
2 provide coverage to repair or correct the interior panel defects, leaving hundreds of
3 thousands of customers without a remedy. Even in instances where Defendant paid
4 to repair the Subject Vehicles during the warranty period, the repair was a
5 “temporary fix” which did not correct the design defect at issue. Rather than spend
6 the amount necessary to meet its obligations, Defendant chose to save money on
7 repairs by making only a superficial repair that was destined to later fail again.
8 Furthermore, Defendant was aware that the Defect was present in at least six interior
9 panel areas (each of the four doors, the central console, and the dash). As a known
10 defect, each of these areas should have been repaired pursuant the Defendant’s
11 express warranty obligations. Even under warranty, Defendant only temporarily
12 patched those instances of the Defect that were manifesting at that time.
13
14
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18 81. Plaintiffs are also entitled to claim breach under Defendant’s express
19 warranty to authorized sellers of the Subject Vehicles. Plaintiffs and class members
20 have had sufficient direct dealings with either the Defendant or its agents
21 (dealerships, service departments, and Mopar) to establish vertical privity of contract
22 between themselves and Defendant.
23
24

25 82. Notwithstanding this, privity is not required in this case because Plaintiffs
26 and class members are intended third-party beneficiaries of contracts between
27
28

1 Defendant and their dealers; specifically, they are the intended beneficiaries of
2 Defendant's warranties. The dealers were not intended to be the ultimate consumers
3 of the Subject Vehicles and have no rights under the warranty agreements provided
4 with the Subject Vehicles; the warranty agreements were designed for and intended
5 to benefit the ultimate consumers only.
6
7

8 83. Plaintiffs took reasonable steps to notify Defendant within a reasonable
9 time that their defective vehicle was not as represented by contacting their authorized
10 Chrysler or Dodge dealership and its authorized service department. Defendant
11 received actual notice of the defect because Plaintiffs contacted a local authorized
12 dealer and/or service department for repairs and Defendant has failed to repair the
13 vehicles.
14
15

16 84. As a direct and proximate result of Defendant's breaches, Plaintiffs and
17 the members of the proposed class have suffered harm and monetary loss. The
18 failure of Defendant to repair the Subject Vehicles has caused harm to Plaintiffs and
19 the class members.
20
21

22 **SECOND CAUSE OF ACTION**
23 **Breach of Implied Warranty of Merchantability**

24 85. Plaintiffs repeat and reallege each and every allegation of this Complaint
25 as if fully set forth herein verbatim.
26
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1 86. Defendant is and was at all relevant times a merchant with respect to motor
2 vehicles.

3
4 87. Plaintiff Player purchased the defective vehicle from Defendant's
5 authorized agent, his local dealership. At the time of purchase, Defendant and its
6 authorized agents were in the business of leasing and selling vehicles and by course
7 of business held themselves out as having special knowledge or skill regarding these
8 vehicles. Plaintiff Johnson purchased her defective vehicle from Enterprise Car
9 Sales which had purchased the car directly from Defendant. At the time of this
10 purchase, Defendant and its authorized agents were in the business of leasing and
11 selling vehicles and by course of business held themselves out as having special
12 knowledge or skill regarding these vehicles.
13
14
15

16 88. A warranty that the Subject Vehicles were in merchantable condition was
17 implied by law.
18

19 89. The Subject Vehicles, when sold and at all times thereafter, were not in
20 merchantable condition and were not fit for the ordinary purpose for which cars are
21 used and/or were not of the same quality as those generally acceptable in the trade.
22 In fact, the Subject Vehicles, including the 2016 Chrysler 300 and 2016 Dodge
23 Charger (and prior and later years of each model), were defective from the point of
24 manufacture and sale, thus rendering the product unmerchantable at the time of
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28

1 purchase. Specifically, the Subject Vehicles were designed, manufactured,
2 distributed, and sold with defective interior panels that Defendant knew were
3 defective and likely to prematurely degrade.
4

5 90. Plaintiffs are also entitled to claim breach under Defendant's implied
6 warranty to authorized sellers of the Subject Vehicles. Plaintiffs and the class
7 members have had sufficient direct dealings with either Defendant or its agents
8 (dealerships) to establish vertical privity of contract between themselves and
9 Defendant.
10
11

12 91. Notwithstanding this, privity is not required in this case because Plaintiffs
13 and the class members are intended third-party beneficiaries of contracts between
14 Defendant and its dealers; specifically, they are the intended beneficiaries of
15 Defendant's warranties. The dealers were not intended to be the ultimate consumers
16 of the Subject Vehicles and have no rights under the warranty agreements provided
17 with the Subject Vehicles; the warranty agreements were designed for and intended
18 to benefit the ultimate consumers only.
19
20
21

22 92. Plaintiffs took reasonable steps to notify Defendant within a reasonable
23 time that their defective vehicle was not as represented by contacting their
24 authorized dealer and/or service department. Plaintiffs were not required to provide
25 notice of the defect in any other manner but, in any event, Defendant received actual
26
27
28

1 notice of the defect because Plaintiffs contacted a local authorized dealer for repairs
2 and Defendant has failed to repair the vehicle.
3

4 93. As a direct and proximate result of Defendant's breaches, the Plaintiffs
5 and the members of the class have suffered harm and monetary loss. Defendant's
6 practice of selling the Subject Vehicles, which did not have the expected quality, is
7 a substantial factor in causing harm to Plaintiffs and the class members.
8
9
10
11

12 **THIRD CAUSE OF ACTION**
13 **Violation of the Magnuson-Moss Warranty Act**
14 **15 U.S.C. §§ 2301, *et seq.***

15 94. Plaintiffs repeat and reallege each and every allegation of this Complaint
16 as if fully set forth herein verbatim.
17

18 95. This Court has jurisdiction to decide claims brought under 15 U.S.C. §§
19 2301, *et seq.* by virtue of 28 U.S.C. § 1332(a)-(d).
20

21 96. Plaintiffs are "consumers" within the meaning of the Magnuson-Moss
22 Warranty Act, 15 U.S.C. § 2301(3).
23

24 97. Defendant is a "supplier" and "warrantor" within the meaning of the
25 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 (4)-(5).
26
27
28

1 98. The Subject Vehicles are “consumer products” within the meaning of the
2 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).
3

4 99. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who
5 is damaged by the failure of a warrantor to comply with a written or implied
6 warranty.
7

8 100. Defendant’s express warranty is a warranty within the meaning of the
9 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The Subject Vehicles’ implied
10 warranties are covered under 15 U.S.C. § 2301(7).
11

12 101. Defendant breached its warranty by failing to repair the Subject Vehicles’
13 interior panels, by providing Subject Vehicles not in merchantable condition and not
14 fit for the ordinary purpose for which vehicles are used, and by failing to cure defects
15 and nonconformities once they were identified.
16
17

18 102. If necessary, Plaintiffs and the members of the proposed class have had
19 sufficient direct dealings with Defendant or its agents (dealerships, service
20 departments, and Mopar) to establish privity of contract.
21

22 103. Notwithstanding this, privity is not required in this case because
23 Plaintiffs and class members are intended third-party beneficiaries of contracts
24 between Defendant and its dealers; specifically, they are the intended beneficiaries
25 of Defendant’s warranties. The dealers were not intended to be the ultimate
26
27
28

1 consumers of the Subject Vehicles and have no rights under the warranty agreements
2 provided with the Subject Vehicles; the warranty agreements were designed for and
3 intended to benefit the ultimate consumers only.
4

5 104. Plaintiffs fully satisfied any obligations under 15 U.S.C. § 2310(a)(3)
6 and also provided Defendant with opportunities to cure, even though no such
7 opportunity is required in these circumstances. Thousands of complaints over
8 several years have not been sufficient to make Defendant do the right thing.
9
10

11 105. Requiring an informal dispute settlement procedure, or affording
12 Defendant a reasonable opportunity to cure its breach of written warranties, would
13 be unnecessary and futile. At the time of sale or lease of each Subject Vehicle,
14 Defendant knew, should have known, or was reckless in not knowing of its
15 misrepresentations concerning the Subject Vehicles' inability to perform as
16 warranted. Defendant has, nonetheless, failed to rectify the situation or implement
17 an adequate remedy. Under the circumstances, the remedies available under any
18 informal settlement procedure would be inadequate and any requirement – whether
19 under the Magnuson-Moss Warranty Act or otherwise – that Plaintiffs resort to an
20 informal dispute resolution procedure or afford Defendant a reasonable opportunity
21 to cure its breach of warranties is excused and thereby deemed satisfied.
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1 106. Plaintiffs and the class members would suffer economic hardship if they
2 returned their Subject Vehicles but did not receive the return of all payments made
3 by them. Because Defendant is refusing to acknowledge any revocation of
4 acceptance and return immediately any payments made, Plaintiffs and the members
5 of the class have not reaccepted the Subject Vehicles by retaining them.
6
7

8 107. The repair of just one interior panel usually costs several hundred dollars.
9 Thus, the amount in controversy in each Plaintiff's individual claim exceeds \$1000.
10 Each of the Subject Vehicles has at least six defective interior panels. The total
11 amount in controversy in this action is many millions of dollars, computed on the
12 basis of all claims to be determined in this lawsuit. The number of class members is
13 likely to exceed 800,000 and the amount in controversy (to be determined by all
14 claims in this action) far exceeds \$50,000. 15 U.S.C. §§ 2310(d)(3)(B)-(C).
15
16
17

18 108. Plaintiffs seek all damages in an amount to be proven at trial.
19 Alternatively, Plaintiffs seek to revoke acceptance of the Subject Vehicles.
20

21 **FOURTH CAUSE OF ACTION**
22 **Fraud by Concealment**

23 109. Plaintiffs repeat and reallege each and every allegation of this Complaint
24 as if fully set forth herein verbatim.
25

26 110. Plaintiffs bring this cause of action for themselves and on behalf of all
27 members of the proposed class and proposed California and Texas subclasses.
28

1 111. Defendant had a duty to disclose the Defect because a seller must:

2 a. disclose enough information to prevent its statements from being
3 misleading;

4 b. disclose any condition or defect that it knows or should know about that
5 renders the product defective or dangerous; and

6 c. disclose basic, material information if it knows that the buyer is about to act
7 without knowledge of the information and is without reasonable means to
8 acquire the information itself.

9 112. Defendant concealed and suppressed material facts concerning the
10 serious Defect causing the Subject Vehicles to degrade into unattractive and unsafe
11 cars totally failing to meet basic standards. The Defect is hidden and all relevant
12 components are located within interior cavities not visible to the naked eye.
13 Defendant knew that Plaintiffs and the class members would not be able to inspect
14 or otherwise detect the Defect prior to purchasing or leasing their vehicles.
15 Furthermore, Defendant was aware that, even after the Subject Vehicles were
16 purportedly repaired during the warranty period, car owners would not be able to
17 discern that the repair was a temporary and partial fix and that the Defect had not
18 actually been repaired.
19
20
21
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23 113. Defendant did so in order to boost confidence in its vehicles and falsely
24 assure purchasers and lessees that the Subject Vehicles were top-of-the-line cars
25 that were comfortable, safe, warranted, and reliable. Defendant concealed the
26
27
28

1 accurate information in order to prevent harm to Defendant and its products’
2 reputations in the marketplace and to prevent consumers from learning of the
3 defective nature of the Subject Vehicles prior to their purchase or lease.
4

5 114. These omissions were material to consumers, both because they
6 concerned the quality of the Subject Vehicles and because the omissions played a
7 significant role in the decisions to purchase or lease the Subject Vehicles.
8

9 115. Defendant further failed to disclose and/or denied the existence the
10 Defect when Plaintiffs and members of the proposed class complained. As a result,
11 class members were misled as to the true condition of their vehicles once at the time
12 of purchase or lease and again when they complained to Defendant.
13
14

15 116. Plaintiffs and the members of the proposed class were unaware of these
16 omitted material facts and would not have acted as they did if they had known of the
17 concealed and/or suppressed facts, in that they would not have purchased or leased
18 their Subject Vehicles or would have paid less for them. The actions of Plaintiffs
19 and the other victims were justified. Defendant was in exclusive control of the
20 material facts and such facts were not known to the public, Plaintiffs, or members of
21 the proposed class.
22
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24

25 117. Because of the concealment and/or suppression of the facts, Plaintiffs
26 and the members of the proposed class sustained damages because they negotiated
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28

1 and paid value for the Subject Vehicles not factoring in the Defect that Defendant
2 failed to disclose. Moreover, they paid Defendant and/or its affiliates for parts and
3 repair work which was equally defective.
4

5 **FIFTH CAUSE OF ACTION**
6 **Violation of Song-Beverly Consumer Warranty Act**
7 **Breach of Implied Warranty**
8 **Cal. Civ. Code §§ 1790, *et seq.***

9 118. Plaintiffs repeat and reallege each and every allegation of this Complaint
10 as if fully set forth herein verbatim.

11 119. Plaintiff Johnson brings this cause of action for herself and on behalf of
12 all members of the proposed California subclass.

13 120. Plaintiff Johnson and other members of the proposed California subclass
14 who purchased Subject Vehicles in California are “buyers” within the meaning of
15 Cal. Civ. Code § 1791(b).
16

17 121. The Subject Vehicles are “consumer goods” within the meaning of Cal.
18 Civ. Code § 1791(a).
19

20 122. Defendant is a “manufacturer” of Subject Vehicles within the meaning
21 of Cal. Civ. Code § 1791(j).
22

23 123. Defendant impliedly warranted to Plaintiff Johnson and other members
24 of the proposed California subclass that the Subject Vehicles were “merchantable”
25
26

1 within the meaning of Cal. Civ. Code §§ 1791.1(a) & 1792; however, the Subject
2 Vehicles do not have the quality that a buyer would reasonably expect.

3
4 124. Cal. Civ. Code § 1791.1(a) states: “Implied warranty of merchantability”
5 or “implied warranty that goods are merchantable” means that the consumer goods
6 meet each of the following: (1) Pass without objection in the trade under the contract
7 description; (2) Are fit for the ordinary purposes for which such goods are used; (3)
8 Are adequately contained, packaged, and labeled; and (4) Conform to the promises
9 or affirmations of fact made on the container or label.

10
11
12 125. The Subject Vehicles would not pass without objection in the automotive
13 trade because they share a common design and/or manufacturing defect in that they
14 are equipped with defective interior trim panels which peel away from the adjacent
15 surface of the vehicle frame, and related defects, exposing occupants to potential
16 safety and security risks. The Defect leads to an unsightly and unattractive
17 appearance that is grossly substandard in the marketplace.

18
19
20
21 126. Because of the Defect, Subject Vehicles are not safe to drive and thus
22 nor fit for ordinary purposes.

23
24 127. Subject Vehicles are not adequately labeled because the labeling fails to
25 disclose the Defect.

1 128. In the various channels of information through which Defendant sold
2 Subject Vehicles, Defendant failed to disclose material information concerning the
3
4 Defective Vehicles which it had a duty to disclose. Defendant had a duty to disclose
5 the Defect because, as detailed above: (a) Defendant knew of the defective interior
6 trim panels and the safety and security risks the Defect raised; (b) Defendant had
7
8 exclusive knowledge of material facts not known to the general public, Plaintiff
9
10 Johnson, or other members of the proposed California subclass; (c) Defendant
11
12 actively concealed material facts concerning the Defect from the general public,
13
14 Plaintiff Johnson, and other members of the proposed California subclass. As
15
16 detailed above, the information concerning the Defect was known to Defendant at
17
18 the time of advertising and selling the Subject Vehicles, all of which was intended
19
20 to induce consumers to purchase the Subject Vehicles.

21 129. Defendant breached the implied warranty of merchantability by
22
23 manufacturing and selling Subject Vehicles that are defective. Furthermore, the
24
25 Defect has caused Plaintiff Johnson and other members of the proposed California
26
27 subclass to not receive the benefit of their bargain and has caused the Subject
28
29 Vehicles to depreciate in value.

30 130. As a direct and proximate cause of Defendant's breach of the implied
31
32 warranty of merchantability, Plaintiff Johnson and other members of the proposed
33
34

1 California subclass received goods whose dangerous condition substantially impairs
2 their value.

3
4 131. Plaintiff Johnson and other members of the proposed California subclass
5 have been damaged as a result of the diminished value of Defendant's products.

6
7 132. Under Cal. Civ. Code §§1791.1(d) & 1794, Plaintiff Johnson and other
8 members of the proposed California subclass are entitled to damages and other legal
9 and equitable relief including, at their election, the purchase price of their Subject
10 Vehicles, or the overpayment or diminution in value of their Subject Vehicles.

11
12 133. Under Cal. Civ. Code §1794, Plaintiff Johnson and other members of the
13 proposed California subclass are entitled to costs and attorneys' fees.

14
15 **SIXTH CAUSE OF ACTION**
16 **Violation of Song-Beverly Consumer Warranty Act**
17 **Breach of Express Warranty**
18 **Cal. Civ. Code §§ 1790, *et seq.***

19 134. Plaintiffs repeat and reallege each and every allegation of this Complaint
20 as if fully set forth herein verbatim.

21 135. Plaintiff Johnson brings this cause of action for herself and on behalf of
22 all members of the proposed California subclass.

23
24 136. Plaintiff Johnson and other members of the proposed California subclass
25 who purchased Subject Vehicles in California are "buyers" within the meaning of
26 Cal. Civ. Code § 1791(b).

1 137. The Subject Vehicles are “consumer goods” within the meaning of Cal.
2 Civ. Code § 1791(a).
3

4 138. Defendant is a “manufacturer” of Subject Vehicles within the meaning
5 of Cal. Civ. Code § 1791(j).
6

7 139. Plaintiff Johnson and other members of the proposed California subclass
8 bought or leased new motor vehicles manufactured by Defendant.
9

10 140. Defendant made express warranties to Plaintiff Johnson and other
11 members of the proposed California subclass within the meaning of Cal. Civ. Code
12 §§ 1791.2 & 1793.2, as described above.
13

14 141. As set forth above in detail, the Subject Vehicles are inherently defective
15 in that in that they are equipped with defective interior trim panels which peel away
16 from the adjacent surface of the vehicle frame, and related defects, exposing
17 occupants to potential safety and security risks and a vehicle of substandard
18 appearance, which substantially impairs the use, value, and safety of the Subject
19 Vehicles to reasonable consumers.
20
21

22 142. As a result of Defendant’s breach of their express warranties, Plaintiff
23 Johnson and other members of the proposed California subclass received goods
24 whose dangerous condition substantially impairs their value to Plaintiff Johnson
25 and other members of the proposed California subclass. Plaintiff Johnson and other
26
27
28

1 members of the proposed California subclass have been damaged as a result of, inter
2 alia, the diminished value of Defendant's products, the products' malfunctioning,
3 and the nonuse of their Subject Vehicles.
4

5 143. Pursuant to Cal. Civ. Code §§ 1793.2 & 1794, Plaintiff Johnson and other
6 members of the proposed California subclass are entitled to damages and other legal
7 and equitable relief including, at their election, the purchase price of their Subject
8 Vehicles, or the overpayment or diminution in value of their Subject Vehicles.
9
10

11 144. Under Cal. Civ. Code § 1794, Plaintiff Johnson and other members of
12 the proposed California subclass are entitled to costs and attorneys' fees.
13

14 **SEVENTH CAUSE OF ACTION**
15 **Violation of Business and Professions Code § 17500**
16 **(Untrue or Misleading Representations)**

17 145. Plaintiffs repeat and reallege each and every allegation of this Complaint
18 as if fully set forth herein verbatim.

19 146. Plaintiff Johnson brings this cause of action for herself and on behalf of
20 all members of the proposed California subclass.
21

22 147. From a date unknown to Plaintiff and continuing to the present,
23 Defendant has engaged in and continues to engage in, has aided and abetted and
24 continues to aid and abet, and has conspired to and continues to conspire to engage
25 in acts or practices that constitute violations of Business and Professions Code §
26
27
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1 17500, *et seq.*, by making or causing to be made untrue or misleading statements
2 with the intent to induce members of the public to purchase the Subject Vehicles and
3
4 to complete repairs of the Subject Vehicles which are not true repairs but rather only
5 temporary fixes that are bound to fail.

6
7 148. Defendant's untrue or misleading representations to the subclass include,
8 but are not limited to, oral affirmative misrepresentations and omissions to Plaintiff
9 Johnson and members of the subclass that the Subject Vehicles are well-made, safe,
10 and reliable. Defendant continues to deny that the Defect is a manufacturer's defect
11 which it is obligated to repair. The affirmative written and oral misrepresentations
12 made to Mrs. Johnson and upon which she relied are set forth above.
13
14

15 149. At all relevant times, Defendant knew or by the exercise of reasonable
16 care should have known that its representations were untrue or misleading. Since at
17 least 2015 – and likely sooner – Defendant has known that the Defect exists in the
18 Subject Vehicles, yet it has continued to deny the existence of the Defect, to market,
19 sell, and lease Subject Vehicles without acknowledging the Defect, and to purport
20 to repair Subject Vehicles without actually repairing the Defect.
21
22

23 150. As a result of Defendant's untrue or misleading representations and
24 omissions, Plaintiff and the members of the subclass are entitled to an order,
25 pursuant to Business and Professions Code § 17535, enjoining such future conduct
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1 by Defendant and such other orders and judgments that may be necessary to provide
2 restitutionary disgorgement of Defendant's ill-gotten gains and to restore to any
3 class member all monies paid as a result of Defendant's false or misleading
4 statements.
5

6
7 **EIGHTH CAUSE OF ACTION**
8 **Violations of Business and Professions Code § 17200**
9 **(Unfair Competition)**

10 151. Plaintiffs repeat and reallege each and every allegation of this Complaint
11 as if fully set forth herein verbatim.

12 152. Plaintiff Johnson brings this cause of action for herself and on behalf of
13 all members of the proposed California subclass.
14

15 153. Defendant has engaged in and continues to engage in, has aided and
16 abetted and continues to aid and abet, and has conspired to and continues to conspire
17 to engage in business acts or practices that constitute unfair competition as defined
18 in the Unfair Competition Law, Business and Professions Code § 17200 *et seq.*, in
19 that such business acts and practices are unlawful, unfair, and fraudulent within the
20 meaning of that statute.
21

22 154. The business acts and practices engaged in by Defendant that violate the
23 Unfair Competition Law include:
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- 1 a. Providing Plaintiff and members of the subclass with untrue,
2 misleading, unreliable, and/or inaccurate information concerning the
3 Subject Vehicles and the Defect; and
4
5 b. Omitting material facts concerning the Defect and Defendant's
6 intention to fully repair the Defect during the warranty period.
7

8 155. These business acts and practices are unlawful because they violate laws
9 including Business and Professions Code § 17500 and the Magnuson-Moss
10 Warranty Act, 15 U.S.C. §§ 2301, *et seq.*, both as set forth above.
11

12 156. These business acts and practices are unfair in that Defendant has caused
13 buyers and lessees of the Subject Vehicles to pay tens of thousands of dollars and
14 often to undertake sizable debt obligations for cars that they would never accept if
15 they were told the truth: the interior panels will become deformed and, even if
16 repaired during the warranty period, the fix is only temporary and owners will
17 eventually have to spend thousands of dollars or endure an ugly and unsafe vehicle.
18 These acts and practices violate public policy and are also immoral, unethical,
19 oppressive, unscrupulous, and/or substantially injurious to consumers.
20
21

22 157. These business acts and practices are fraudulent in that Defendant's
23 untrue and misleading representations and omissions regarding the Defect, Subject
24 Vehicles, and repair work are likely to, and in fact have, deceived the public.
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1 158. As a result of Defendant’s unlawful, unfair, and fraudulent business acts
2 and practices, Plaintiff Johnson and the members of the subclass are entitled to an
3 order, pursuant to Business and Professions Code § 17203, enjoining such future
4 conduct by Defendant and such other orders and judgments that may be necessary
5 to provide restitutionary disgorgement of Defendant’s ill-gotten gains and to restore
6 to subclass members all monies paid as a result of Defendant’s conduct.
7
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12 **NINTH CAUSE OF ACTION**
13 **Violations of Civil Code § 1770**
14 **(Consumer Legal Remedies Act)**

15 159. Plaintiffs repeat and reallege each and every allegation of this Complaint
16 as if fully set forth herein verbatim.
17

18 160. Plaintiff Johnson brings this cause of action for herself and on behalf of
19 all members of the proposed California subclass.
20

21 161. Defendant has engaged in and continues to engage in, has aided and
22 abetted and continues to aid and abet, and has conspired to and continues to conspire
23 to engage in practices that violate the Consumer Legal Remedies Act, Civil Code §
24 1750, *et seq.* (“CLRA”), specifically unfair, deceptive, unlawful, and
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28

1 unconscionable commercial practices in connection with the sale of services to
2 consumers.

3
4 162. Plaintiff Johnson and the members of the subclass are “consumers” as
5 defined by Civil Code § 1761(d). Vehicles and repair services are “goods” and
6 “services” as defined by Civil Code § 1761.
7

8 163. The practices engaged in by Defendant that violate the Consumer Legal
9 Remedies Act include:

- 10
11 a. Providing Plaintiff Johnson and members of the subclass with untrue,
12 misleading, unreliable, and/or inaccurate information concerning the
13 Subject Vehicles and Defect; and
14
15 b. Omitting material facts concerning the Subject Vehicles and the
16 Defect, including that repairs to correct the Defect were only
17 temporary fixes.
18

19 *See, e.g.*, Civil Code §§ 1770(a)(2)-(3), (5), (7), (9), (14).
20

21 164. In failing to disclose the Defect in the Subject Vehicles, Defendant
22 concealed material facts and knowingly and intentionally breached its duty not to do
23 so. The facts concealed or not disclosed by Defendant to Plaintiff and members of
24 the proposed subclass were material in that a reasonable consumer would have
25 considered them important in deciding whether to purchase a Subject Vehicle or pay
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1 a lesser price. Had Plaintiff and members of the proposed California subclass known
2 of the Defect in the Subject Vehicles, they would not have purchased the Subject
3 Vehicles or would have paid less for them.
4

5 165. The injuries suffered by Plaintiff and the members of the proposed
6 California subclass were proximately caused by Defendant's fraudulent and
7 deceptive business practices.
8

9 166. Plaintiff and the members of the proposed California subclass are
10 entitled to injunctive relief. At this time, Plaintiff and the members of the proposed
11 California subclass do not seek damages under this cause of action.
12

13 167. Pursuant to Civil Code § 1782(a), Plaintiff Johnson has provided notice
14 to Defendant in writing via certified mail, return receipt requested, to Defendant's
15 principal place of business, of the alleged violations of § 1770 of the CLRA. In that
16 letter, Plaintiff demanded that Defendant rectify the improper actions described
17 above by providing monetary relief and non-monetary relief, by agreeing to be
18 bound by its legal obligations, and by giving notice to all affected customers of its
19 intent to do so. If, within 30 days of the date of this written notice, Defendants fail
20 to provide appropriate relief for their violation of the CLRA, Plaintiff will amend
21 this Complaint to seek monetary, compensatory, and punitive damages and any other
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1 relief permitted by §1780 of the CLRA, in addition to the injunctive relief now being
2 sought under the CLRA.
3

4 **TENTH CAUSE OF ACTION**
5 **Violation of the Deceptive Trade Practices Act**
6 **Tex. Bus. & Com. Code §§ 17.41, *et seq.***

7 168. Plaintiffs repeat and reallege each and every allegation of this Complaint
8 as if fully set forth herein verbatim.

9 169. Plaintiff Player brings this cause of action for himself and on behalf of
10 all members of the proposed Texas subclass.
11

12 170. Plaintiff Player and the members of the proposed Texas subclass are
13 individuals, partnerships and corporations with assets of less than \$25 million (or
14 are controlled by corporations or entities with less than \$25 million in assets). *See*
15 *Tex. Bus. & Com. Code § 17.41.*
16

17 171. The Texas Deceptive Trade Practices-Consumer Protection Act (“Texas
18 DTPA”) prohibits “[f]alse, misleading, or deceptive acts or practices in the conduct
19 of any trade or commerce,” *Tex. Bus. & Com. Code § 17.46(a)*, and an
20 “unconscionable action or course of action,” which means “an act or practice which,
21 to a consumer’s detriment, takes advantage of the lack of knowledge, ability,
22 experience, or capacity of the consumer to a grossly unfair degree.” *Tex. Bus. &*
23 *Com. Code § 17.45(5); Tex. Bus. & Com. Code § 17.50(a)(3).* Defendant has
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1 committed false, misleading, unconscionable, and deceptive acts or practices in the
2 conduct of trade or commerce.

3
4 172. Plaintiff Player and other members of the proposed Texas subclass were
5 deceived by Defendant's failure to disclose that the Subject Vehicles share a uniform
6 Defect, as described in detail above, in that they include defective interior trim panels
7 which have a propensity to peel away from the adjacent surface of the vehicle frame,
8 creating potential safety and security risks as well as cosmetic problems.
9
10

11 173. Defendant engaged in unlawful trade practices when, in the course of its
12 business it, among other acts and practices, knowingly made materially incomplete
13 representations as to the characteristics, uses and benefits of the Subject Vehicles.
14

15 174. In the various channels of information through which Defendant sold
16 Subject Vehicles, Defendant failed to disclose material information concerning the
17 Subject Vehicles which it had a duty to disclose. Defendant had a duty to disclose
18 the Defect because, as detailed above, (a) Defendant knew about the Defect in the
19 interior trim panels and the safety and aesthetic concerns it raised; (b) Defendant had
20 exclusive knowledge of material facts not known to the general public, Plaintiff
21 Player, or other members of the proposed Texas subclass; and (c) Defendant actively
22 concealed material facts concerning the Defect in the Subject Vehicles from the
23 general public, Plaintiff Player, and the members of the proposed Texas subclass.
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1 As detailed above, the information concerning the Defect was known to Defendant
2 at the time of advertising and selling the Subject Vehicles, all of which was intended
3
4 to induce consumers to purchase the Subject Vehicles.

5 175. Defendant intended for Plaintiff Player and the other members of the
6 proposed Texas subclass to rely on it to provide safe, adequately designed, and
7 adequately manufactured automobiles and to honestly and accurately reveal the
8 problems described throughout this Complaint.
9
10

11 176. Defendant intentionally failed or refused to disclose the Defect to
12 consumers.
13

14 177. Defendant's conduct and deceptive omissions were intended to induce
15 Plaintiff Player and the other members of the proposed Texas subclass to believe
16 that the Subject Vehicles were safe, adequately designed, and adequately
17 manufactured automobiles.
18

19 178. Defendant's conduct constitutes unfair or deceptive business practices
20 in violation of the Texas DTPA.
21

22 179. Plaintiff Player and the other members of the proposed Texas subclass
23 have suffered injury in fact and actual damages resulting from Defendant's
24 material omissions because they paid inflated purchase prices for the Subject
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1 Vehicles. Such vehicles would have been sold for less if Defendant had not
2 withheld the material information about the Defect.
3

4 180. Defendant's conduct described herein is fraudulent, wanton, and
5 malicious.
6

7 **ELEVENTH CAUSE OF ACTION**
8 **Unjust Enrichment**

9 181. Plaintiffs repeat and reallege each and every allegation of this Complaint
10 as if fully set forth herein verbatim.
11

12 182. Plaintiffs bring this count on behalf of themselves, the proposed class,
13 and the proposed California and Texas subclasses.
14

15 183. Defendant benefited from selling and leasing, at an unjust profit, Subject
16 Vehicles that had artificially inflated values due to Defendant's concealment of the
17 Defect, and Plaintiffs and other members of the proposed class and subclasses
18 overpaid for the Subject Vehicles.
19

20 184. Defendant received and retained unjust benefits from the Plaintiffs and
21 the other members of the proposed class and subclasses, and inequity has resulted.
22

23 185. It is inequitable and unconscionable for Defendant to retain these
24 benefits.
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1 186. Because Defendant concealed its fraud and deception, Plaintiffs and the
2 other members of the proposed class and subclasses were not aware of the true facts
3 concerning the Subject Vehicles and did not benefit from Defendant's misconduct.
4

5 187. Defendant knowingly accept the unjust benefits of its fraudulent conduct.
6

7 188. As a result of Defendant's misconduct, the amount of its unjust
8 enrichment should be disgorged and returned to Plaintiffs and the other members
9 of the proposed class and subclasses, in an amount to be proven at trial.
10

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly
13 situated, pray that the Court enter judgment against Defendant and in favor of the
14 Plaintiffs and the proposed class to include:
15

- 16 A. Certification of the proposed class under Fed. R. Civ. P. 23;
17
18 B. Appointment of Plaintiffs as class representatives;
19
20 C. Appointment of the undersigned attorneys as class counsel;
21
22 D. Finding that Defendant's conduct constitutes a breach of express and/or
23 implied warranty;
24
25 E. Finding that Defendant's conduct constitutes a violation of the Magnuson-
26 Moss Warranty Act;
27
28 F. Finding that Defendant fraudulently concealed the Defect;
G. Finding that Defendant violated California law;

1 H. Finding that Defendant violated Texas law;

2 I. An award of injunctive relief;

3 J. An award of compensatory damages, including delay damages;

4 K. An award of attorneys' fees; and

5 L. Such other and further judiciary determinations and relief as may be
6 appropriate.
7

8
9
10 **PLAINTIFFS DEMAND TRIAL BY JURY ON ALL ISSUES SO TRIABLE.**

11 DATED: September 10, 2020 Respectfully submitted,

12
13 /s/ Austin P. Brane

14 Tyler W. Hudson*

15 Eric D. Barton*

16 Austin P. Brane (CA 286227)

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**Pro hac vice application forthcoming*