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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

EBONY THOMPSON, on behalf of
herself and others similarly situated,

Plaintiff,

vs.

FCA US, LLC, and DOES 1 to 10,
Defendants.

Case No.

CLASS ACTION

COMPLAINT FOR:

- (1) VIOLATIONS OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200, ET SEQ.; and**
- (2) VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT, CAL. CIV. CODE SECTION 1770, ET SEQ.**

JURY TRIAL DEMANDED

1 Plaintiff Ebony Thompson (“Plaintiff”), individually and on behalf of all
2 other California citizens similarly situated, brings this action against Defendant
3 FCA US, LLC, (“Defendant” or “FCA”), upon information and belief, except as to
4 her own actions, the investigation of her counsel, and the facts that are a matter of
5 public record, and alleges as follows:

6 INTRODUCTION

7 1. This consumer class action arises out of FCA’s failure to properly
8 identify and pay for MultiAir Actuators that should correctly be covered for 15-
9 years or 150,000-miles, pursuant to California Code of Regulations (“CCR”) Title
10 13, Section 1962.1, 2035, 2037 and 2038, (“California Emissions Warranty”),
11 relating to Partial Zero Emissions Vehicles and Super Ultra Low Emissions
12 Vehicles, for which FCA has received a .2 Zero Emissions Credit from the
13 California Air Resources Board (“CARB”). These vehicles are collectively
14 referred to as “PZEV” vehicles. As a result of FCA not providing proper coverage,
15 Plaintiff and members of the Class and Subclass are paying out of pocket for
16 repairs that should be covered under the California Emissions Warranty.
17 Plaintiff’s claims relate specifically to all vehicles distributed by FCA that are
18 PZEV vehicles and which are equipped with MultiAir Actuators, and for which
19 FCA does not provide 15-years or 150,000-miles coverage relating to the MultiAir
20 Actuators. (“Class Vehicles”).

21 2. Multiair is a brand name for the patented electromechanical actuation
22 of the inlet valve that allows the fuel/air mix into the engine's combustion
23 chamber. At partial load conditions and idling, the inlet valves are partially opened
24 to speed the inlet charge into the cylinders. Multiair Actuators serve the primary
25 function of reducing emissions. When Multiair Actuators fail to work properly,
26 the failure increases regulated emissions. It is undeniable that MultiAir Actuators
27 are emissions related parts, however FCA has failed to provide 15-years or
28 150,000-miles California Emissions Warranty coverage for all of the vehicles

1 distributed by FCA which which are equipped with MultiAir Actuators. As
2 explained herein, this is an unlawful business practice.

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4 **BACKGROUND**

5 3. For decades, FCA has been in the business of importing and
6 distributing FCA vehicles to the State of California, with the intent to sell FCA
7 vehicles to consumers in California. As such, the FCA vehicles have been subject
8 to state and federal regulations regarding both emissions standards and regarding
9 FCA's obligations to provide consumers with warranties relating to emissions
10 parts.

11 4. California Code of Regulations section 1962.1, 2035, 2037, and
12 2038, requires that, for PZEV vehicles for which PZEV credits are provided, all
13 defects in materials or workmanship that would cause the vehicle's on-board
14 diagnostic malfunction indicator light to illuminate (as defined in CCR section
15 2037), all defects in materials or workmanship that would increase emissions, and
16 all defects in materials or workmanship that would result in the vehicle not being
17 able to pass a California smog check are warranted for *15-years or 150,000-miles*,
18 whichever occurs first (italics added), pursuant to the California Emissions
19 Warranty. The 15-year warranty period is reduced to 10 years or 150,000-miles
20 only for "a zero-emission energy storage device used for traction power (such as a
21 battery, ultracapacitor, or other electric storage device)." The Class Vehicles are
22 all defined as PZEV vehicles pursuant to California Code of Regulations 1962.1.

23 5. Pursuant to the California Code of Regulations, FCA is required to
24 cover all parts that satisfy Section 1962.1, 2035, 2037, and 2038 as being
25 emissions related parts, for 15-years/150,000-miles, unless the emissions part is a
26 battery or other zero emission storage device, wherein the warranty is 10
27 years/150,000-miles.

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1 6. FCA fails to comply with these statutory requirements by failing to
2 provide 15-years or 150,000-miles California Emissions Warranty coverage for
3 defective MultiAir Actuators, and for other parts for which coverage should be
4 provided. MultiAir Actuators are designed to reduce vehicle emissions. When
5 MultiAir Actuators are defective, the defect increases regulated emissions, may
6 cause the malfunction indicator light / check engine light to illuminate, and will
7 cause the effected vehicle to fail a smog test. As a result, defective MultiAir
8 Actuators should be covered under the California Emissions Warranty. The Class
9 Vehicles are defined as all PZEV vehicles distributed by FCA which are equipped
10 with MultiAir Actuators for which FCA has failed to provide 15-years or 150,000-
11 miles California Emissions Warranty coverage. Based upon this definition, all
12 MultiAir Actuators installed in Class Vehicles should be covered for 15-years or
13 150,000-miles.

14 7. FCA is engaged in a nefarious scheme to limit its warranty exposure
15 under California's emissions warranty requirements in violation of California
16 emissions law by unilaterally defining and wrongfully limiting the parts that
17 should properly be identified as parts covered by the California Emissions
18 Warranty and covered for 15-years/150,000-miles under the CCR.

19 8. Section 1962.1 requires that, relating to Class Vehicles, any
20 warranted part, as defined by the CCR, that would cause the vehicle's on-board
21 diagnostic malfunction indicator light to illuminate, increase emissions or that
22 would result in the vehicle not being able to pass a California smog check must be
23 covered for 15-years/150,000-miles. However, FCA's California Emissions
24 Warranty for the Class Vehicles identifies only a handful of emissions parts that
25 FCA contends qualify for the California Emissions Warranty's 15-year/150,000-
26 mile warranty coverage. That list, generated by FCA, for its own financial benefit
27 to save warranty costs, is woefully inadequate and incomplete and fails to identify,
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1 or provide extended warranty coverage for, *all* of the emissions related parts that,
2 in fact, qualify for extended 15-year/150,000-mile coverage under Section 1962.1.

3 9. By narrowly self-defining the parts that are required to be covered
4 under the California Emissions Warranty, FCA is able to reduce the amount of
5 money that FCA spends on warranty-related repairs, knowing that most if not all
6 dealerships or consumers will not investigate or understand what components
7 should actually and correctly be covered under the California Emissions Warranty
8 as required by the California Code of Regulations.

9 10. As a result of FCA's conduct, Plaintiff and Class members have paid
10 and are continuing to pay out of pocket for repairs that should be covered under
11 the California Emissions Warranty.

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13 11. Plaintiff's theory does not depend on the premise that CARB was
14 deceived by the information that FCA submitted, or that CARB ever expressed a
15 concern about FCA's classification of components as being covered by the
16 California Emissions Warranty. Plaintiff is not accusing CARB of
17 mismanagement or blaming CARB for FCA's inaccuracy. FCA is alone is
18 responsible for selecting and identifying to CARB the parts that FCA has
19 unilaterally identified as being covered by the California Emissions Warranty, as
20 part of its application for vehicle certification. That list may be correct as far as it
21 goes or as far as CARB may know. But, as Plaintiff alleges, the list of parts FCA
22 submitted to CARB was incomplete, as evidenced by Plaintiff's own experience.

23 **JURISDICTION AND VENUE**

24 12. This Court has original jurisdiction over the subject matter of this
25 action pursuant to 28 U.S.C. § 1332(d)(2)(A) because: (i) members of the Class
26 are citizens of a state different from that of FCA; and (ii) aggregating the claims of
27 individual Class members, the total matter in controversy exceeds the sum or
28 value of \$5,000,000, exclusive of interests and costs. Further, 28 U.S.C. §

1 1332(d)(5) does not apply because (i) FCA is not a state, state official, or other
2 governmental entity against whom the Court may be foreclosed from ordering
3 relief, and (ii) the number of members of the Class in the aggregate exceeds 100.

4 13. This Court has personal jurisdiction over FCA because FCA has
5 sufficient minimum contacts with California, having intentionally availed itself of
6 the California market so as to render the exercise of jurisdiction over it by this
7 District Court consistent with traditional notions of fair play and substantial
8 justice.

9 14. Venue is proper in this Court pursuant to 28 U.S.C. §1391 because
10 FCA conducts business within the State of California, has failed to designate with
11 the office of the California Secretary of State a principal place of business in
12 California, and a substantial part of the events giving rise to the claims alleged
13 herein occurred in this District.

14 **PARTIES**

15 15. Plaintiff Ebony Thompson is, and at all times relevant hereto has
16 been, a resident and citizen of the State of California. Plaintiff resides in Los
17 Angeles County.

18 16. Defendant FCA was and is, upon information and belief, a Michigan
19 Limited Liability Company, doing business in the State of California. FCA sells
20 Partial Zero Emissions Vehicles and Hybrid Vehicles, including the Class
21 Vehicles, in the State of California.

22 17. The true names and capacities of Defendants sued in this Complaint
23 as Does 1 through 10, inclusive, are currently unknown to Plaintiff, and therefore
24 Plaintiff sues such Defendants by such fictitious names. Plaintiff is informed and
25 believes, and thereon alleges, that DOES 1 through 10 were the partners, agents,
26 owners, shareholders, managers, or employees of
27 FCA at all relevant times.
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1 18. Plaintiff is informed and believes, and on that basis alleges, that each
2 of the fictitiously named Defendants was in some manner legally responsible for
3 the actionable and unlawful actions, policies and practices as alleged herein.
4 Plaintiff will amend this Complaint to set forth the true names and capacities of
5 said Defendants, along with the appropriate charging allegations, when the same
6 have been ascertained. Each reference in this Complaint to “FCA” or “Defendant”
7 is also a reference to all Defendants sued as Does 1 through 10.

8 19. Plaintiff reserves the right to expand, limit, modify, or amend these
9 allegations at any time, based upon, inter alia, changing circumstances and/or new
10 facts obtained during discovery.

11 SUBSTANTIVE ALLEGATIONS

12 20. On October 23, 2020, Plaintiff took her vehicle to Scott Robinson
13 Chrysler Dodge Jeep Ram (“Scott Robinson”), located at 20900 Hawthorne
14 Boulevard, Torrance, California 90503 for repairs. Plaintiff’s vehicle is a 2015
15 Chrysler 200, VIN 1C3CCCAB9FN571783. Plaintiff’s vehicle is and was a PZEV
16 vehicle. At the time that Plaintiff’s vehicle was presented for repairs, the vehicle
17 had been driven 97,200 miles. Scott Robinson is a FCA factory authorized repair
18 facility. Plaintiff complained that the vehicle would crank and not start, that the
19 vehicle would shut off while driving and that the vehicle was running rough. Scott
20 Robinson diagnosed the vehicle as having a defective MultiAir Actuator. FCA
21 refused to cover the repair under the California Emissions Warranty, even though
22 the vehicle was in service less than 15-years and had been driven less than
23 150,000-miles.

24 As a result, Plaintiff had to pay out of her own pocket for the repairs, at a cost of
25 \$2,071.52.

26 21. California Code of Regulations Section 1962.1, California Code of
27 Regulations Section 2035, *et seq.*, California Code of Regulations Section 2037, *et*
28 *seq.*, and California Code of Regulations Section 2038, *et seq.*, establish the

1 minimum warranty coverage that FCA is required to provide to consumers
2 relating to FCA Partial Zero Emissions Vehicles and Hybrid Vehicles that FCA
3 imports and distributes in California.

4 22. Pursuant to California Code of Regulations Section 2035, with regard
5 to 1990 and subsequent model year vehicles, a “warranted part” is defined as “any
6 part installed on a motor vehicle or motor vehicle engine by the vehicle or engine
7 manufacturer, or installed in a warranty repair, which affects any regulated
8 emission from a motor vehicle or engine which is subject to California emission
9 standards.”

10 23. Furthermore, California Code of Regulations Section 2037(b) states:
11 “The manufacturer of each motor vehicle or motor vehicle engine shall warrant to
12 the ultimate purchaser and each subsequent purchaser that the vehicle or engine is:

- 13 (1) Designed, built, and equipped so as to conform with all
14 applicable regulations adopted by the Air Resources Board
15 pursuant to its authority in chapters 1 and 2, part 5, division 26
16 of the Health and Safety Code; and
17 (2) Free from defects in materials and workmanship which cause
18 the failure of a warranted part to be identical in all material
19 respects to the part as described in the vehicle or engine
20 manufacturer's application for certification, including any
21 defect in materials or workmanship which would cause the
22 vehicle's on-board diagnostic malfunction indicator light to
23 illuminate, for a period of three years or 50,000 miles,
24 whichever first occurs; and
25 (3) Free from defects in materials and workmanship which cause
26 the failure of a warranted part described in section (c) below
27 for seven years or 70,000 miles, whichever first occurs.”

28 24. California Code of Regulations Section 2037(c) states:

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- (1) Each manufacturer shall identify in its application for certification the “high-priced” warranted parts which are:
 - (A) For 1990 through 2007 model year vehicles: [i] included on the Board's “Emissions Warranty Parts List” as last amended February 22, 1985, incorporated herein by reference, and; [ii] have an individual replacement cost at the time of certification exceeding the cost limit defined in section (c)(3);
 - (B) For 2008 and subsequent model year vehicles: [i] subject to coverage as a warranted part in section (b)(2) above, and; [ii] have an individual replacement cost at the time of certification exceeding the cost limit defined in section (c)(3).
- (2) The replacement cost shall be the retail cost to a vehicle owner and include the cost of the part, labor, and standard diagnosis. The costs shall be those of the highest-cost metropolitan area of California.
- (3) The cost limit shall be calculated using the following equation:
$$\text{Cost limit } \{n\} = \$300 \times (\text{CPI}\{n-2\} / 118.3)$$

Cost limit {n} is the cost limit for the applicable model year of the vehicle rounded to the nearest ten dollars.

25. With regard to Partial Zero Emissions Vehicles, California Code of Regulations 1962.1 extends the performance and defects warranty period set forth in subdivision 2037(b)(2) and 2038(b)(2) to 15-years or 150,000-miles, whichever occurs first, except that the time period is to be 10 years for a zero-emission energy storage device used for traction power (such as a battery, ultracapacitor, or other electric storage device). Section 1962.1(D) states, in relevant part: “(D) *Extended Warranty*. Extend the performance and defects warranty period set

1 forth in subdivision 2037(b)(2) and 2038(b)(2) to 15-years or 150,000-miles,
2 whichever occurs first except that the time period is to be 10 years for a zero-
3 emission energy storage device used for traction power (such as a battery,
4 ultracapacitor, or other electric storage device).”

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6 26. In short, the California Code of Regulations section 1962.1 requires
7 that, for PZEV vehicles, all defects in materials or workmanship that would cause
8 the vehicle’s on-board diagnostic malfunction indicator light to illuminate [as
9 defined in the California Code of Regulations section 2037(b)], that would
10 increase the vehicle’s emissions, or that would result in the vehicle not being able
11 to pass a California smog check are warranted for *15-years or 150,000-miles*,
12 whichever occurs first (italics added). The 15-year warranty period is reduced to
13 10 years or 150,000-miles only for batteries or zero-emission energy storage
14 devices.

15 27. Under Sections 1962.1, 2035, 2037, and 2038 of the California Code
16 of Regulations, it is clear that this repair to Plaintiff’s vehicle should have been
17 covered for 15-years or 150,000-miles. This is because the defect increased
18 regulated emissions, and because the defect would have caused Plaintiff’s vehicle
19 to fail a smog test.

20 28. FCA is unilaterally limiting all of the parts that should properly be
21 identified as covered under the California Emissions Warranty. FCA’s warranty
22 for the Class Vehicles identifies only a handful of emissions parts that FCA
23 contends qualify for the 15-year/150,000-mile California Emissions Warranty.
24 That list, generated by FCA for its own financial benefit, is woefully inadequate
25 and incomplete and fails to identify, or provide extended warranty coverage for,
26 *all* of the emissions parts that, in fact, qualify for extended 15-year/150,000- mile
27 coverage under Section 1962.1, 2035, 2037, and 2038.

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1 29. The details of how FCA applied the California Code of Regulations
2 formula with respect to the MultiAir Actuators are exclusively within FCA’s
3 possession. Similarly, the information regarding what other parts satisfied the
4 California Code of Regulations requirements but were not identified by FCA as
5 covered under the California Emissions Warranty also is in the exclusive
6 possession of FCA.

7 30. FCA has acted as alleged herein in an effort to reduce the amount of
8 money that FCA spends on warranty-related repairs, knowing that most if not all
9 dealerships or consumers will not investigate or understand what components
10 should actually be covered under the California Emissions Warranty. FCA’s
11 conduct is part of a systematic effort by FCA to avoid complying with California
12 law. If FCA complied with the terms of California law by properly identifying all
13 parts that are covered under the California Emissions Warranty, then FCA
14 dealerships would properly provide warranty coverage for covered all parts, and
15 consumers would not have to pay out of their own pocket for said repairs.

16 31. FCA’s conduct violates California’s unfair business practices statute,
17 California Business and Professions Code sections 17200 *et seq.* (the “UCL”).

18 32. Plaintiff and other Class members have suffered damage as a result of
19 FCA’s wrongful, unfair, and unlawful conduct.

20 33. Plaintiff’s action seeks primarily injunctive relief and declaratory
21 relief compelling FCA to properly and fully identify that the MultiAir Actuators
22 should be covered by the California Emissions Warranty and identify the correct
23 warranty period for the MultiAir Actuators. Plaintiff and other Class members still
24 own Class Vehicles and in the future will need to repair or replace the MultiAir
25 Actuators while their Class Vehicles are still within the 15-year and 150,000-mile
26 PZEV extended warranty period. At this time, with regard to the Class Vehicles,
27 FCA is refusing to provide California Emissions Warranty coverage.
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PLAINTIFF’S CLASS ACTION ALLEGATIONS

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34. Plaintiff re-alleges and incorporates by reference each allegation set forth above.

35. Plaintiff brings this action on her own behalf, as well as on behalf of all other California citizens similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

36. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

37. Plaintiff’s proposed Class consists of and is defined as follows:

All California citizens who, while citizens of the State of California, purchased or leased PZEV vehicles distributed by FCA which are equipped with MultiAir Actuators, for which FCA has received a .2 ZEV credit from CARB and for which FCA has failed to provide 15-years or 150,000-miles California Emissions Warranty coverage relating to the MultiAir Actuators (“Class”).

Excluded from the California Class are non-California citizens and citizens of States other than California; persons who are not United States citizens; businesses with locations in California, but who are incorporated and have their principal place of business outside of California; any entity in which Defendant has an interest, and any of Defendant’s corporate parent, affiliate(s), subsidiary(ies), officers, directors, legal representatives, successors, and assigns. Also excluded from the California Class is any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff.

38. Plaintiff’s proposed Subclass consists of and is defined as follows:

All Class members who incurred out-of-pocket expenses to repair the MultiAir Actuators (“Subclass”).

39. The recovery of out of pocket expenses is restitution, not damages, and is ancillary to Plaintiff’s primary goal of obtaining declaratory relief and/or requiring Defendant to properly and fully comply with the California Emissions Warranty as described herein.

1 40. Members of the Class and Subclass are referred to herein as “Class
2 members.” It is Plaintiff’s current express intention to limit the putative class to
3 California citizens.

4 41. Plaintiff reserves the right to redefine the Class and Subclass and to
5 add subclasses as appropriate based on further investigation, discovery, and
6 specific theories of liability.

7 42. There are common questions of law and fact as to Class and Subclass
8 members that predominate over questions affecting only individual members,
9 including, but not limited to:

- 10 (a) Whether FCA has failed and is failing to acknowledge that the
11 MultiAir Actuators installed in the Class Vehicles should be covered
12 under the extended 15-year 150,000-mile California Emissions
13 Warranty, pursuant to California law;
- 14 (b) Whether FCA has engaged in and is engaging in a systematic
15 business practice of failing to identify that the MultiAir Actuators
16 installed in the Class Vehicles should be covered under the extended
17 15-year 150,000-mile California Emissions Warranty, pursuant to
18 California law;
- 19 (c) Whether FCA’s conduct is an unlawful and unfair business practices
20 in violation of California Business & Professions Code section
21 17200, *et seq.*;
- 22 (d) Whether FCA’s conduct is a violation of the Consumer Legal
23 Remedies Act;
- 24
- 25 (e) Whether Plaintiff and Class members are entitled to declaratory and
26 injunctive relief regarding FCA’s failure to identify that the MultiAir
27 Actuators installed in the Class Vehicles should be covered under the
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1 extended 15-year 150,000-mile California Emissions Warranty,
2 pursuant to California law;

3 (f) The appropriate remedy for FCA's violations of California law.

4 43. There is a well-defined community of interest in the litigation and the
5 Class members are readily ascertainable:

6 (a) Numerosity: The Class members are so numerous that joinder of all
7 Class members would be unfeasible and impractical. The
8 membership of the entire Class is unknown to Plaintiff at this time;
9 however, the Class is estimated to be greater than one hundred (100)
10 individuals and the identity of such membership is readily
11 ascertainable by inspection of Defendant's records.

12 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately
13 protect the interests of each Class member with whom he has a well-
14 defined community of interest, and Plaintiff's claims (or defenses, if
15 any) are typical of all Class members as demonstrated herein.

16 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
17 protect the interests of each Class member with whom he has a well-
18 defined community of interest and typicality of claims, as
19 demonstrated herein. Plaintiff acknowledges that he has an obligation
20 to make known to the Court any relationship, conflicts or differences
21 with any Class member. Plaintiff's attorneys, the proposed Class
22 counsel, are versed in the rules governing class action discovery,
23 certification, and settlement. Plaintiff has incurred, and throughout
24 the duration of this action, will continue to incur costs and attorneys'
25 fees that have been, are, and will be necessarily expended for the
26 prosecution of this action for the substantial benefit of each Class
27 member.

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1 (d) Superiority: The nature of this action makes the use of class action
2 adjudication superior to other methods. A class action will achieve
3 economies of time, effort, and expense as compared with separate
4 lawsuits, and will avoid inconsistent outcomes because the same
5 issues can be adjudicated in the same manner and at the same time for
6 the entire class.

7 **TOLLING OF THE STATUTE OF LIMITATIONS**

8 44. FCA has actively engaged in misleading and dishonest conduct
9 relating to its failure to identify all of the parts and labor that should be covered
10 under the California California Code of Regulations regarding the California
11 Emissions Warranty. Despite acting diligently, Plaintiff and Class members lacked
12 the resources and had no realistic ability to identify the specific parts and labor
13 that should be covered. Plaintiff and Class members cannot be reasonably
14 expected on their own to learn or discover what parts and labor should be covered
15 under the California Emissions Warranty. Therefore, the discovery rule is
16 applicable to the claims asserted by Plaintiff and Class members, and the statute of
17 limitations for bringing the claims set forth herein should be tolled.

18 45. FCA has actual and constructive knowledge that it is violating
19 California law by failing to identify all of the parts and labor that should be
20 covered under the California Emissions Warranty. FCA has concealed from
21 Plaintiff and Class members that FCA is violating California law as set forth
22 herein. Any applicable statute of limitation is tolled by FCA's knowledge, active
23 concealment, and wrongful conduct set forth herein. FCA is further estopped from
24 relying on any statute of limitation because of its concealment set forth herein.

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FIRST CAUSE OF ACTION

Violation of California Unfair Competition Law

(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)

46. Plaintiff re-alleges and incorporates by reference each allegation set forth above.

47. California Business and Professions Code section 17200, *et seq.* (the “UCL”) prohibits “any unlawful, unfair or fraudulent business act or practice.” FCA has committed acts of unfair competition proscribed by the UCL, including the acts and practices alleged herein.

48. The UCL imposes strict liability. Plaintiff need not prove that FCA intentionally or negligently engaged in unlawful or unfair business practices – only that such practices occurred.

49. FCA is a “person” as defined by Business & Professions Code § 17201.

50. As a direct and proximate result of FCA’s acts and practices in violation of the UCL, Plaintiff and members of the Class have suffered injury in fact and lost money or property as set forth above and will continue to do so.

Unlawful Prong

51. A business practice is “unlawful” under the UCL if it is forbidden by law or regulations, including the standard of professional conduct.

52. The violation of any law or regulation may serve as the predicate for a violation of the “unlawful” prong of the UCL.

53. FCA’s conduct is unlawful because it violates the California Code of Regulations, including the requirement under the California Code of Regulations, by failing to provide coverage under the California Emissions Warranty.

54. FCA’s conduct violates California Code of Regulations section 1962.1, 2037(c) and 2038(c) because FCA fails to identify the MultiAir Actuators

1 as parts that should be covered under the 15-year/150,000-mile California
2 Emissions Warranty.

3 55. FCA's conduct is unlawful because it fails on a systemic and
4 classwide basis to provide coverage for all MultiAir Actuators installed in the
5 Class Vehicles for 15-years or 150,000-miles, as required pursuant to CCR
6 Sections 1962.1, 2035, 2037, and 2028.

7 56. FCA's acts of unlawful competition as set forth above present a
8 continuing threat and will persist and continue to do so unless and until this Court
9 issues appropriate injunctive relief. Plaintiff also seeks attorneys' fees and costs
10 pursuant to, *inter alia*, C.C.P. § 1021.5.

11 **Unfair Prong**

12 57. An act or act or practice is unfair if the consumer injury is substantial,
13 is not outweighed by any countervailing benefits to consumers or to competition
14 and is not an injury the consumers themselves could reasonably have avoided. An
15 act or practice also is unfair if it offends an established public policy or is
16 immoral, unethical, oppressive, unscrupulous or substantially injurious to
17 consumers. An act or practice also is unfair if Plaintiff's claims are "tethered" to
18 specific constitutional, statutory or regulatory provisions. FCA's conduct violates
19 all of these definitions.

20 58. As alleged above, FCA engages and has engaged in a systematic
21 business practice of failing to identify for consumers and its factory authorized
22 repair facilities that the MultiAir Actuators installed in the Class Vehicles are
23 covered the California Emissions Warranty. FCA does this in an effort to reduce
24 the amount of money that FCA spends on warranty-related repairs knowing that it
25 would be very difficult if not impossible for most consumers to discover this
26 unlawful conduct. If FCA complied with California law and properly identified
27 that the MultiAir Actuators installed in the Class Vehicles should be identified as
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1 covered under the 15-years 150,000-miles California Emissions Warranty, then
2 FCA dealerships would properly provide warranty coverage for said parts.

3 59. Further, FCA's conduct is unfair because it refuses to provide
4 warranty coverage for the MultiAir Actuators installed in the Class Vehicles
5 pursuant to the California Emissions Warranty for 15-years or 150,000-miles for
6 the sole purpose of wrongfully limiting its warranty claims, with no regard for the
7 fact that the public is being forced to pay for repairs which should be covered
8 under the 15-year 150,000-mile California Emissions Warranty. Plaintiff and
9 members of the Class have wrongfully been denied warranty coverage at service
10 centers throughout California, and have suffered injury in fact and a loss of money
11 or property as a result of FCA's unfair business acts and practices as set forth in
12 detail.

13 60. FCA's failure to properly identify that the MultiAir Actuators should
14 have been covered under the 15-year 150,000-mile California Emissions
15 Warranty, is a uniform, and systematic statewide business practice on the part of
16 FCA to minimize the amount of money that FCA has to pay out in warranty
17 claims. This conduct violates California law.

18 61. All of the acts and practices of FCA as described in this complaint
19 constitute "unfair" business acts and practices. A business act or practice is
20 "unfair" under the UCL if the reasons, justifications and motives of the alleged
21 wrongdoer are outweighed by the gravity of the harm to the alleged victims.
22 Plaintiff has suffered injury in fact and a loss of money or property as a result of
23 FCA's unfair business acts and practices as set forth herein in detail. It is
24 Plaintiff's information and belief that Class members have also suffered injury as
25 a result of FCA's wrongful conduct.

26 62. As a direct and proximate result of FCA's acts and practices in
27 violation of the UCL, Plaintiff and members of the Class have paid out of pocket
28 to repair or replace emissions components that should have been covered by FCA

1 under the 15-year 150,000-mile California Emissions Warranty. Forcing
2 consumers to pay out of pocket to repair or replace vehicle components that
3 should be covered under warranty is clearly unfair.

4 63. FCA’s conduct does not benefit consumers or competition. Plaintiff
5 and Class members could not reasonably avoid the injury each of them suffered or
6 will suffer, which injury is substantial. FCA’s conduct only benefits FCA, by
7 enabling FCA to avoid having to pay warranty claims which should be covered by
8 the 15-year 150,000-mile California Emissions Warranty.

9 64. The gravity of the consequences of FCA’s conduct as described
10 above outweighs the justification, motive or reason therefor, is immoral, unethical
11 and unscrupulous, and offends established public policy that is tethered to
12 legislatively declared policies as set forth in the laws detailed above, or is
13 substantially injurious to the public, for the reasons set forth above.

14 65. FCA’s conduct also offends established public policy that is tethered
15 to legislatively declared policies as set forth in the laws detailed above, including
16 California laws and regulations regarding California’s Emission Control System
17 Warranty Requirements, or is substantially injurious to the public, for the reasons
18 set forth above.

19 66. To the extent that any definition of “unfair” requires a balancing test
20 or weighing various factors, such an inquiry is fact intensive and requires a full
21 factual record as to FCA’s justification and motives for its conduct, and as to the
22 impact of FCA’s conduct on Plaintiff and Class members.

23 67. FCA’s acts of unfair competition as set forth above present a
24 continuing threat and will persist and continue to do so unless and until this Court
25 issues appropriate injunctive relief. Plaintiff also seeks attorneys’ fees and costs
26 pursuant to, *inter alia*, C.C.P. § 1021.5.

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1 **SECOND CLAIM FOR RELIEF**

2 **Violation of California Consumers Legal Remedies Act**

3 **(Cal. Civil Code §§ 1750 *et seq.*)**

4 68. Plaintiff re-alleges and incorporates by reference each allegation set
5 forth above.

6 69. FCA has violated Section 1770 of the California Consumers Legal
7 Remedies Act, Cal. Civ. Code Section 1750, *et seq.* (the “CLRA”). The violation
8 results from FCA’s failure to keep its promise to the State of California, and
9 members of the Class, including Plaintiff, that it would honor the terms of the
10 FCA warranty, and by doing so, that it would honor the terms of the CCR.
11 Furthermore, the FCA warranty booklet provided by FCA to consumers, including
12 Plaintiff, specifically references the California Emissions Warranty, and both
13 inferentially and specifically represents that it will honor the terms of the CCR,
14 however FCA has refused, and continues to refuse to honor the terms of the CCR,
15 as stated herein.

16 70. Plaintiff is a consumer who was wrongfully required to pay for
17 repairs which should have been paid for by FCA pursuant to the CCR. The
18 Vehicle was presented by Plaintiff for repairs at FCA authorized repair facilities,
19 in compliance with the terms and conditions of the FCA warranty. The Vehicle
20 required repairs which should have been covered pursuant to the CCR, based upon
21 the Vehicle’s mileage and age. FCA wrongfully failed and refused to pay for the
22 warranty repairs due to the unlawful pattern and practice set forth herein. Thus,
23 Plaintiff suffered damage.

24 71. FCA knows that it is violating the terms of the CCR, however FCA
25 intentionally violates the CCR in order to save money. Plaintiff and members of
26 the Class are generally unaware of the terms and scope of the CCR, thus FCA is
27 able to get away with said wrongful conduct. As a result, Plaintiff and members of
28 the Class have suffered damage. FCA engages in a systemic pattern of denying

1 warranty claims relating to Class Vehicles under the CCR relating to parts which
2 are actually covered under the California Emissions Warranty for 15 years or
3 150,000 miles.

4 72. Plaintiff and members of the Class have presented FCA vehicles to
5 FCA authorized repair facilities for repairs that should have been covered under
6 the CCR, but coverage has been wrongfully denied to them. As a result, Plaintiff
7 and members of the Class have thus suffered damage. Plaintiff brings this claim
8 on behalf of herself and the Class.

9 73. FCA's conduct in warranting, advertising, leasing, selling and
10 distributing vehicles in the State of California, while at the same time knowingly
11 and wrongfully failing to honor the terms of the CCR, constitutes the following
12 violations of Section 1770:

- 13 (a) FCA represents and has represented that the Class Vehicles
14 sold and
15 leased in the State of California have characteristics or benefits
16 which
17 they did not have (in violation of Section 1770(a)(5));
- 18 (b) FCA has falsely represented that the Class Vehicles sold and
19 leased in the
20 State of California were of a particular standard, quality, or
21 grade when
22 they were of another (in violation of Section 1770(a)(7)); and,
- 23 (c) FCA advertised the Class Vehicles that have been sold and
24 leased in the
25 State of California with the intent not to sell them as advertised
26 (in
27 violation of Section 1770(a)(9)).
28

1 74. Civil Code section 1780(a) provides that any consumer who suffers
2 damage as a result of a violation of the CLRA may bring an action to recover: 1)
3 actual damages, but in no case shall the total award of damages in a class action be
4 less than \$1,000; 2) an order enjoining the methods, acts, or practices; 3)
5 restitution of property; 4) punitive damages; and 5) any other relief that the court
6 deems proper.

7 75. Civil Code section 1781 provides that Plaintiff may pursue this case
8 as a class action.

9 76. Plaintiff requests injunctive relief pursuant to Civil Code 1782(d).

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12 77. On December 23, 2020, Plaintiff gave FCA notice of FCA’s
13 violations of the CLRA, and demanded that FCA provide a corrective remedy.
14 FCA has failed and refused to provide a corrective remedy.

15 78. Plaintiff is entitled to attorney fees pursuant to Civil Code section

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff, on behalf of herself and all others similarly
18 situated, prays for relief and judgment against FCA as follows:

19 1. For an order certifying this case as a class action, appointing Plaintiff
20 as the representative of the Class and Subclass, and appointing counsel for
21 Plaintiff as Class Counsel;

22 2. That the Court declare, adjudge and decree that that FCA is
23 responsible for notifying all Class members about the wrongful conduct set forth
24 herein;

25 3. That the Court declare, adjudge and decree that that FCA’s failure to
26 identify that the MultiAir Actuators should be covered pursuant to the California
27 Emissions Warranty, constitutes an unfair and unlawful business practice in
28 violation of California Business and Professions, Civil Code sections 17200, *et*

1 *seq.*, and a violation of the Consumer Legal Remedies Act;

2 4. For an order declaring and enjoining FCA from further unfair and
3 unlawful distribution, sales, and lease practices and compelling FCA to properly
4 and fully identify that the MultiAir Actuators are covered pursuant to the
5 California Emissions Warranty. As ancillary relief and as a result of the
6 declaratory and injunctive relief to be obtained, FCA will provide restitution for
7 amounts wrongfully paid by Plaintiff and Class members relating to these repairs
8 which should have been covered by FCA under the California Emissions
9 Warranty;

10 5. For an award to Plaintiff and Class members of compensatory and
11 statutory damages as appropriate, including interest, in an amount to be proven at
12 trial;

13 6. For an award to Plaintiff and Class members of any repair costs they
14 are owed;

15 7. For the appointment of a receiver, as necessary to receive, manage
16 and distribute any and all funds disgorged from FCA and determined to have been
17 wrongfully acquired by FCA as a result of violations of California Business &
18 Professions Code sections 17200, *et seq.*;

19 8. For an award of attorneys' fees and costs, as allowed by law;

20 9. For an award of attorneys' fees and costs pursuant to California Code
21 of Civil Procedure § 1021.5;

22 10. For an award of pre-judgment and post-judgment interest;

23 11. For leave to amend the Complaint to conform to the evidence
24 produced at trial; and,

25 12. For all other relief as may be appropriate under the circumstances.
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27 Plaintiff demands a jury trial pursuant to Fed. R. Civ. P. 38.

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Dated: December 20, 2021

LAW OFFICE OF ROBERT STARR

/s/ Robert Starr
Attorney for Plaintiff