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7 Attorneys for Plaintiff Corey Gerritsen
 8 and Sara Elice, and all others similarly
 9 situated

10 **UNITED STATES DISTRICT COURT**
 11 **CENTRAL DISTRICT OF CALIFORNIA**

12 COREY GERRITSEN, an individual;
 13 on behalf of himself and all others
 similarly situated; and SARA ELICE,
 14 an individual; on behalf of herself and
 all others similarly situated;

15
 16 Plaintiffs,

17 v.

18 FCA US, LLC; and DOES 1 through
 19 10, inclusive,

20
 21 Defendants.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiffs Corey Gerritsen and Sara Elice (collectively “Plaintiffs”) bring this
2 class action against Defendant FCA US, LLC (“Defendant” or “Chrysler”), and
3 Does 1-10, and respectfully alleges the following:

4 **NATURE OF THE ACTION**

5 1. This is a class action for Breach of Warranty, violation of the
6 Consumer Legal Remedies Act, and Unfair Business Practices, arising out of
7 Defendants’ manufacture, design, and distribution of Chrysler branded automobiles
8 with a defective “infotainment system.” As alleged herein, the Defendant’s
9 vehicles (“Vehicles”) were defective in that infotainment systems and posed a
10 safety hazard to persons driving.

11 2. As more fully alleged herein, Plaintiffs purchased a new 2018 Chrysler
12 Pacifica, with an infotainment system manufactured by Defendants. The
13 infotainment system was defective and would cause various malfunctions including
14 the rear backup camera becoming unavailable, screen malfunctions, unresponsive
15 climate control, inability to access the navigation system, losing Bluetooth
16 connectivity (for hands free calling) and other defects.

17 3. Plaintiffs seek for themselves and the Class compensatory damages,
18 punitive damages, and restitutionary disgorgement. Plaintiffs seek to represent the
19 following Classes in this matter:

20 **Class 1 (National Class):** All persons or entities who
21 purchased or leased a Chrysler Pacifica or 300 for the model
years 2017-2019.

22 **Class 2 (California Class):** All persons or entities who
23 purchased or leased a Chrysler Pacifica or 300 for the model
years 2017-2019 in the State of California.

24 **JURISDICTION AND VENUE**

25 4. This Court has jurisdiction over the entire action by virtue of the fact
26 that this is a civil action wherein the matter in controversy, exclusive of interest and
27 costs, exceeds the jurisdictional minimum of the Court. The acts and omissions
28

1 complained of in this action took place in part in the State of California. At least
2 one Defendant is a citizen of a state outside of California, and federal diversity
3 jurisdiction exists and/or jurisdiction under the Class Action Fairness Act
4 (“CAFA”). The class amount at issue exceeds \$5,000,000 and the jurisdictional
5 minimum of this Court under CAFA. Venue is proper because this is a class action,
6 the acts and/or omissions complained of took place, in whole or in part within the
7 venue of this Court.

8 **PARTIES**

9 5. Plaintiff Corey Gerritsen, was, at all relevant times, a citizen of the
10 State of California, and resident in the County of Los Angeles.

11 6. Plaintiff Sara Elice, was, at all relevant times, a citizen of the State of
12 California, and resident in the County of Los Angeles

13 7. Defendant FCA US, LLC was, at all relevant times, a Company doing
14 business in the County of Los Angeles, State of California.

15 8. Plaintiff is currently ignorant of the true names and capacities, whether
16 individual, corporate, associate, or otherwise, of the defendants sued herein under
17 the fictitious names Does 1 through 10, inclusive, and therefore sue such defendants
18 by such fictitious names. Plaintiff will seek leave to amend this complaint to allege
19 the true names and capacities of said fictitiously named defendants when their true
20 names and capacities have been ascertained. Plaintiff is informed and believe and
21 thereon alleges that each of the fictitiously named defendants is legally responsible
22 in some manner for the events and occurrences alleged herein, and for the damages
23 suffered by the Class.

24 9. Plaintiff is informed and believes and thereon alleges that all
25 defendants, including the fictitious Doe defendants, were at all relevant times acting
26 as actual agents, conspirators, ostensible agents, alter egos, partners and/or joint
27 venturers and/or employees of all other defendants, and that all acts alleged herein
28 occurred within the course and scope of said agency, employment, partnership, and

1 joint venture, conspiracy or enterprise, and with the express and/or implied
2 permission, knowledge, consent authorization and ratification of their co-
3 defendants; however, each of these allegations are deemed “alternative” theories
4 whenever not doing so would result in a contradiction with other allegations.

5 **FACTS COMMON TO ALL CAUSES OF ACTION**

6 10. Defendants’ are known throughout the United States and
7 internationally as major manufacturers of automobiles and related products,
8 including vehicles sold under the Chrysler brand.

9 11. Many of Defendant’s Vehicles contain what is known in the
10 automobile industry infotainment system (referred to herein as “infotainment
11 system”). An infotainment system combines both entertainment and information
12 delivery to drivers and passengers in automobiles through audio/video interfaces,
13 touchscreens, keypads and other types of devices.

14 12. Infotainment systems play a crucial role in modern vehicles.
15 Infotainment systems serve as a gateway between the user and the safety of the
16 vehicle including navigation, communication, and entertainment systems.
17 Chrysler’s infotainment system platform is called UConnect. Chrysler’s UConnect
18 website states that the “UConnect system is always evolving to help meet your
19 safety, security, information and lifestyle needs.”¹

20 13. Chrysler’s website advertises that its UConnect system lets drivers
21 “Keep in touch where ever you go” and that “your smartphone integrates seamlessly
22 with your available UConnect system to let you make and receive calls, reply to
23 text messages, play songs from your smartphone, right from your Chrysler Brand
24 vehicle.” Other operations include control over audio systems, GPS navigation,
25 rearview camera, voice commands, and Bluetooth connectivity.

26
27 _____

28 ¹ <https://www.chrysler.com/uconnect.html#systems> (last accessed August 21, 2019)

1 14. The infotainment systems in Defendant’s Vehicles are substantially
2 similar in design and manufacture. Defendant charges a premium for the inclusion
3 of the infotainment system in one of their vehicles. Defendant’s automobiles sold
4 in California under the Chrysler brand with factory-installed infotainment systems
5 are referred to in this complaint as “Chrysler Vehicles” or “Vehicles.”

6 **A. Plaintiffs**

7 15. Plaintiffs purchased their new 2018 Chrysler Pacifica on March 28,
8 2018 from Rydell Chrysler Dodge Jeep Ram in San Fernando, California.

9 16. Plaintiffs purchased the vehicle in part based on the representations
10 made by Defendants regarding the infotainment system in the Vehicle.

11 17. None of the representations received by Plaintiffs contained any
12 disclosure relating to any defect in the infotainment system. Had Defendants
13 disclosed that the infotainment system in the Vehicle was defective preventing the
14 full use of the Vehicle and infotainment system, as wells as posing safety risks,
15 Plaintiffs would not have purchased the Vehicle or would have paid less for the
16 vehicle.

17 18. Plaintiffs began experiencing problems with the infotainment system
18 almost immediately. For example, the rear-view camera would malfunction such
19 that it would not work while reversing while at other times the screen would
20 continue to display the rear camera view when the car was not reversing.
21 Additionally, Plaintiffs purchased the Vehicle because it had rear seats with
22 screens. These screens were an important consideration for Plaintiffs when
23 choosing to purchase the Vehicle because it could entertain their kids while driving.
24 However, the rear screens are defective and do not function as represented.

25 19. Plaintiffs have taken the vehicle back to the dealership multiple times
26 to address problems with the infotainment system including on September 12, 2018,
27 January 7, 2019; March 11, 2019; and April 5, 2019. The dealership has updated
28 the software for the infotainment system and changed out parts. However, despite

1 these attempted fixes, the infotainment system continues to malfunction.

2 20. Plaintiffs have suffered an ascertainable loss as a result of Defendants'
3 wrongful conduct associated with the infotainment system including, but not
4 limited to, overpayment and diminished value of the Vehicle. Plaintiff sent a
5 statutory CLRA notice letter on September 24, 2019.

6 **B. The Infotainment System Does Not Function As Represented**

7 21. Defendants' Vehicles' infotainment systems contain a defect that
8 causes many of the Vehicles features (e.g., the rear view camera does not work, the
9 T.V. monitors do turn on, do not connect, and/or fail to sync with the infotainment
10 systems, radio does not work, Bluetooth freezes) to frequently malfunction.

11 22. Because the infotainment system is integrated with numerous vehicle
12 functions (such as rear back-up camera, hands-free phone integration, video, radio,
13 navigation, etc.), defects cause and manifest a wide range of problems for the
14 vehicle. Or instance, the defect can cause the radio to freeze or the rear back-up
15 camera to cease to function. These problems pose a safety risk because when the
16 system malfunction, the driver can become distracted, or may not have access to
17 safety features like the rear back-up camera or hands free phone use.

18 23. It is the practice of car manufacturers to monitor online complaints.
19 Numerous complaints have been posted on multiple websites regarding issues with
20 the infotainment systems in Chrysler's Vehicles:²

- 21
- 22 • "Over the air uconnect update caused the radio to freeze. As
23 a result, the uconnect console screen is frozen or rather flashes
24 the Chrysler/Sirius logo constantly. This "update" disabled
25 radio/Bluetooth/electronic controls/navigational/functions.
26 Chrysler says it sent a "fix" to the dealer. The dealer says it has
27 not received it. I am in an endless loop.
28 I have been driving for weeks without a radio or handsfree or
navigational assistance. I use my phone as a "substitute". I need
to trade this car in. for all the nice features of a large car, **I never**

² All typographical and/or grammatical error in the consumer complaints quoted herein are original. All emphasis is added.

1 would have leased it without radio functions.” (Complaint
2 posted to CarComplaints.com dated September 8, 2017)

3 • “Our theater system has not worked properly since we
4 purchased the new vehicle the new vehicle 4 months ago. The
5 car is at the dealership for repair, but the software patches have
6 not worked and have corrupted the entire system. Chrysler does
7 not know how to fix the problem or what is causing the issue. My
8 band new \$50,000+ vehicle has been sitting at the dealership with
9 no expectation on when the problem will be fixed. (Complaint
10 posted to CarComplaints.com dated April 27, 2018)

11 • “On numerous occasions the navigation screen would go
12 black or freeze up. On multiple occasions the uconnect theater
13 would not work. Everytime we took it to the dealership said it
14 was fine and didn’t need investigate the issue. Recently, we went
15 to the store and made several stops at different stores on our last
16 stop the van would not recognize the keys. We couldn’t lock or
17 unlock the van. I had to pull out the emergency key to get into the
18 van. Once inside the van didn’t recognize the keys. I ended up
19 having to google the issue for a work around to get home. The
20 entire ride there was a display stating that the key was not in the
21 vehicle. We made on more stop and an left the van running. Ten
22 minutes later it recognized the key and a uconnect started working
23 again. The van is a 2018 and less than a year old. This is
24 unacceptable for a new vehicle. (Complaint posted to
25 CarComplaints.com dated January 31, 2019)

26 • Forward collision warning system is not working. Went back
27 to the dealers and is still does not work. I called Chrysler and
28 spoke to two different people and was told they have no way to
check if it working. I paid \$995 for this option for safety for my
family. I was told this was a luxury feature and not able to be
tested, too bad for us. I have tested my car with Chrysler
mechanics and they don’t know how to fix the problem. How can
chr not sell something like this? Thanks. (Complaint posted to
CarComplaints.com dated May 17, 2018)

• “Two wonky situations with Uconnect Theater:

1. The screen displays the backup camera while driving forward
under 16/17 MPH then switches to the blue “X” screen of death
above 16/17 MPH. It will flip back and forth depending on the
speed driven. The touchscreen is unusable in this condition.
Nothing seems to fixes the issue except stopping/turning off the
van. No patter as to why this situation occurs.

2. If a DVD/bluray is in the van while parked then the van is
started while the movie continues to play, shortly thereafter, the
head-unit displays the blue “x” screen of death. Nothing seems to
fixes the issue except stopping/turning off the van.

It feels lik it’s a software issue that can be fixed with an bug fix

1 update. Asked about this with two difference dealers and they
 2 both give the same shoulder shrug.” (Complaint posted to
 3 CarComplaints.com dated April 18, 2019.

4 • “Computer get hanged and reset, again ..again .. again..
 5 when it happens – no navigation, no radio, no warning... no
 6 solution.” (Complaint posted to Edmunds.com dated May 18,
 7 2018)

8 • “I purchased a Brand new 2018 Chrysler pacifica S with 3
 9 miles on it Ive had it for 1 month or so now and have had nothing
 10 but problems Computer glitches.” (Complaint posted to
 11 Edmunds.com dated May 22, 2018)

12 • “Technology-wise I give it 2 stars. The screen interface is
 13 just ok, it’s main issue is glitches. The backup camera would not
 14 work from time to time, volume would get stuck, screens would
 15 jump back and forth, sometimes the entire interface will simply
 16 reset itself mid-drive. **Talk about distraction.**” (Complaint
 17 posted to kbb.com dated April 20, 2019)

18 24. The online complaints allege these defects with the infotainment
 19 system begin almost immediately:

20 • **“Our theater system has not worked properly since we
 21 purchased the new vehicle 4 months ago.** The car is at the
 22 dealership for repair, but the software patches have not worked
 23 and have corrupted the entire system. Chrysler does not know
 24 how to fix the problem or what is causing the issue. My brand
 25 new \$50,000+ vehicle has been sitting at the dealership with no
 26 expectation on when the problem will be fixed.” (Complaint
 27 posted to CarComplaints.com dated April 27, 2018)

28 • **“I have had this car since late August and have had
 electrical problems with it from the first week.** The electronics
 system went dead twice while I drove the car on a long distance
 trip. A few days later, the side door failed to open and close
 electronically AND the car issues and engine malfunction
 message on the radio screen. Brought the car back to the dealer
 over 20 times to repair these problems. These are safety problems
 and should be repaired immediately. In addition, **Chrysler has
 falsely advertised that this car has wifi capability. It doesn’t.**
 I was able to connect a hotspot in the car for a month and then
 without notifying me, the hotspot was cancelled BUT I was still
 charged by AT&T. **I’ve contacted Chrysler about all of these
 problems and was transferred to 3 different case managers
 who simply tried to get me to sign a release in exchange for
 one month’s payment of my lease.** I asked to return this car so
 many times and each time was stonewalled. I have wasted so
 much time driving back and forth to the dealership to get this car
 repaired and the problems continue. Buyers BEWARE!!!”
 (Complaint posted to Edmunds.com dated March 12, 2018)

- 1 • **Since we purchased the vehicle 3 months ago, dealer**
2 **hasn't been able to correct problems with Bluetooth**
3 **connectivity and gps memory.** They've replaced the radio once
4 but that didn't correct issues. Per dealership, Chrysler has 'radio
5 restriction' so they don't know when another might be available.
6 Seems more of a software issue that they don't seem to know how
7 to correct. (Complaint posted to CarComplaints.com dated March
8 23, 2018)

25. Consumers making these online complaints also state the infotainment
system defects are a hazard that can distract drivers renders the care unsafe to drive:

- 8 • “The new “CarPlay” feature NEVER works right!! There
9 have been times I've been on a long trip alone ow with just one of
10 my kids and I'm using the GPS through CarPlay and it just turns
11 off and on over and over again every two minutes, the whole ride.
12 **This was dangerous and scary.** I've missed exits and gotten lost
13 several times because of this.” (Complaint posted to
14 Edmunds.com dated January 12, 2019) (emphasis added.)

- 12 • **“This vehicle is extremely unsafe and unreliable!** I
13 purchased it brand new and it's had 5-6 recalls and multiple
14 additional major safety issues.” (Complaint posted to KBB.com
15 dated November 21, 2018) (emphasis added.)

- 15 • **VEHICLE UCONNECT SCREEN LOCKS ONTO**
16 **FORWARD IMAGE WHILE MOVING FORWARD DOWN**
17 **THE ROAD OR GOES BLACK ELIMINATING THE ABILITY**
18 **TO ACCESS ANY OF THE CLIMATE CONTROL OR SOS**
19 **FEATURES. EXTREMELY DISTRACTING AND**
20 **REQUIRES VEHICLE TO BE PULLED OVER AND**
21 **RESTARTED TO CLEAR.** (NHTSA Complaint, ID No.
22 11097723, dated May 24, 2018) (emphasis added.)

- 20 • **THE UCONNECT ENTERTAINMENT SYSTEM WILL**
21 **ALSO MALFUNCTION FROM TIME TO TIME. SEVERAL**
22 **SOFTWARE UPDATES HAVE BEEN INITIATED,**
23 **ADDRESSING WINDOW AND TRANSMISSION CONCERNS**
24 **ACCORDING TO THE DEALERSHIP'S SERVICE**
25 **DEPARTMENT. YET, THE VEHICLE DOES NOT FUNCTION**
26 **PROPERLY, WHERE IDLE AND TRANSMISSION**
27 **FUNCTIONING OFTEN APPEARS COMPROMISED (ROUGH**
28 **IDLE, ROUGH SHIFTING, SUDDEN RPM INCREASES AND**
ACCELERATION BURSTS WHEN SHIFTING FROM
REVERSE TO DRIVE). I FEAR THIS CAR IS NOT SAFE
FOR MY WIFE AND THREE YOUNG CHILDREN.
(NHTSA Complaint, ID No. 11057493, dated December 29,
2017.) (emphasis added.)

1 26. These statements regarding safety are born out by statistics from the
2 NHTSA which found that distracted driving cause 3,166 fatalities in 2017,
3 accounting for 8.5% of total fatalities that year.³

4 27. Based on consumer complaints, Defendant is and was aware of the
5 infotainment system defect before Plaintiffs purchased their vehicle:

6 • “When I bought my Pacifica the audio used to go loud and
7 soft. The next thing that happened was the fm would flip to am
8 and the radio stations would change, U-connect would call the last
9 person I had called the day before, and flip to climate control.
10 Then, it started stalling out at intersections, a clear and pleasant
11 danger!!! The car sitting at a light waiting to turn one time and
12 going straight the other time. Both times it had to be restarted,
13 holding up traffic. I am now concerned this will happen while in
14 motion. **Others on facebook have said this has also happened
15 to them and Chrysler knows about it,** but can’t do anything
16 about it because they don’t have a fix for it. I have had my car to
17 the dealer three times now. (Complaint posted to
18 CarComplaints.com dated February 28, 2019) (emphasis added.)

19 • “I have had this car since late August and have had electrical
20 problems with it from the first week. The electronics system went
21 dead twice while I drove the car on a long distance trip. A few
22 days later, the side door failed to open and close electronically
23 AND the car issues and engine malfunction message on the radio
24 screen. Brought the car back to the dealer over 20 times to repair
25 these problems. These are safety problems and should be repaired
26 immediately. **In addition, Chrysler has falsely advertised that
27 this car has wifi capability. It doesn’t.** I was able to connect a
28 hotpot in the car for a month and then without notifying me, the
hotspot was cancelled BUT I was still charged by AT&T. **I’ve
contacted Chrysler about all of these problems and was
transferred to 3 different case managers who simply tried to
get me to sign a release in exchange for one month’s payment
of my lease.** I asked to return this car so many times and each
time was stonewalled. I have wasted so much time driving back
and forth to the dealership to get this car repaired and the
problems continue. Buyers BEWARE!!!” (Complaint posted to
Edmunds.com dated March 12, 2018) (emphasis added.)

• AFTER FOLLOWING GIVEN INSTRUCTIONS MY
RADIO UCONNECT SYSTEM HAS BECOME
NONFUNCTIONAL

I HAVE BEEN TOLD BY THE MANUFACTURER I HAVE TO
WAIT FOR AN UPDATE OR A FIX. IT HAS BEEN OVER A
WEEK ALREADY...UPDATED 10/25/17 *BF

³ NHTSA, <https://crashstats.nhtsa.dot.gov/Api/Public/ViewPublication/812603> (last accessed September 19, 2019).

1 UPDATED 10/27/2017*JS
2 (NHTSA Complaint, ID No. 11024613, dated September 20,
3 2017)

4 28. Moreover, it is standard practice for automobile manufacturers to
5 engage in extensive pre-launch testing. Defendant is no exception and tested the
6 defective Vehicles, including the infotainment system contained within the
7 Vehicles. Given the immediacy and frequency of complaints, Defendant knew or
8 should have known about the defect prior to selling or leasing the defective
9 Vehicles.

10 **C. Warranty Claims Data**

11 29. Defendant knew or should have known about the defective
12 infotainment system based on the large number of repairs and services that were
13 made immediately after the launch of the defective Vehicles.

14 30. Upon information and belief, Defendant regularly compiles and
15 analyzes detailed warranty service information regarding repairs performed under
16 warranty at its network of dealerships. Defendant requires dealers to maintain
17 detailed records of warranty repairs performed and routinely refuses to pay for
18 warranty repairs where the nature and cause of the malfunction is insufficiently
19 described.

20 31. Upon information and belief, these dealer service records and warranty
21 data reflect an abnormally large spike in infotainment system failures following the
22 launch of the defective Vehicles.

23 32. The complete warranty repair data regarding the infotainment systems'
24 repeated failures put Defendant on notice.

25 **D. Complaints Made To The NHTSA**

26 33. Vehicle manufacturers are required by federal law to maintain close
27 contact with the NHTSA regarding potential safety defects. By law manufacturers
28 are required to report information regarding customer complaints and warranty

1 claims to the NHTSA, and federal law imposes criminal penalties against
2 manufacturers who fail to disclose known safety defects. *See generally* TREAD
3 Act, Pub. > No. 106-414, 114 Stat. 1800 (2000).

4 34. Automakers have an affirmative legal duty to disclose emerging
5 safety-related defects to the NHTSA under the Early Warning Report requirements.
6 *Id.*

7 35. Vehicle manufacturers monitor the NHTSA database for consumer
8 complaints as part of their ongoing obligation to uncover and report potential
9 safety-related defects. Defects that undermine the effectiveness of their Vehicle's
10 safety systems (including back-up camera are such safety related defects.
11 Accordingly, Chrysler knew or should have known of the following complaints.

12
13 Date of Complaint: July 24, 2019
14 Date of Incident: May 8, 2019
15 NHTSA ID No.: 11234476
16 VIN: 2C4RC1N71KR****
17 Vehicle Type: 2019 Chrysler Pacifica

18 THE HANDS-FREE AND BLUETOOTH FEATURE OF MY
19 RADIO STOPPED WORKING 3 MONTHS AGO. I HAVE
20 BEEN IN TO CHRYSLER SERVICE IN FORT COLLINS
21 FIVE TIMES TO HAVE IT FIXED. THE LAST TIME WAS
22 TWO WEEKS AGO AND THEY SAID THEY WERE
23 GOING TO JUST ORDER A NEW RADIO. I STILL
24 HAVEN'T HEARD ANYTHING FROM THEM. THE
25 SERVICE MANAGER, BOB LEE, SAYS IT'S CHRYSLER'S
26 FAULT. I JUST WANT THIS THING FIXED. 3 MONTHS IS
27 JUST RIDICULOUS. THIS IS AS MUCH A SAFETY
28 PROBLEM AS IT IS AN INCONVENIENCE.

22 Date of Complaint: August 2, 2019
23 Date of Incident: June 20, 2019
24 NHTSA ID No.: 11241242
25 VIN: 2C4RC1L79JR****
26 Vehicle Type: 2018 Chrysler Pacifica

27 WHILE DRIVING ON A HIGHWAY DURING POURING
28 RAIN, WITH WIPERS ON HIGH AND HEAD LIGHTS ON,
DASH AND TOUCH SCREEN WENT OFF/BLACK FOR
UP TO 15 MINUTES THEN TURNED BACK ON AGAIN.
THIS OCCURRED THREE TIMES WHILE DRIVING. I
WAS UNABLE TO PULL OVER ON THE THRUWAY AND
WAS UNABLE TO ASSESS IF MY HEAD LIGHTS WERE

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AFFECTED AS WELL. WE HAD BEEN DRIVING ABOUT AN HOUR WHEN THIS OCCURRED. THE CAR HAD BEEN CHARGED FULLY BEFORE BEGINNING OUR TRAVELS THAT DAY.

Date of Complaint: July 22, 2019
Date of Incident: July 1, 2019
NHTSA ID No.: 11233935
VIN: 2C4RC1EG5JR****
Vehicle Type: 2018 Chrysler Pacifica

THE ELECTRONICS THROUGH UCONNECT SHUT OFF RANDOMLY OR WILL NOT ALL WORK RANDOMLY. WE HAVE HAD THE SOFTWARE UPDATED BY OURSELVES AND THE DEALERSHIP ON MULTIPLE OCCASIONS. WHILE DRIVING OR IN PARK.

Date of Complaint: June 12, 2019
Date of Incident: June 4, 2019
NHTSA ID No.: 11219638
VIN: 2C4RC1EG2JR****
Vehicle Type: 2018 Chrysler Pacifica

ELECTRICAL AND SENSOR ISSUES. WHEN MY 2018 PACIFICA IS STARTED IN THE MORNING I RECEIVE A FCW (FRONT CRASH WARNING) AFTER DRIVING APPROXIMATELY ONE HALF MILE AND STOPPING AT A STOP LIGHT NEAR MY HOUSE. I HAVE THE GAS SAVER ON AND MY VAN WILL USUALLY SHUT OFF. WHEN I STOP AT THE LIGHT, THE CONSOLE WILL FLASH FCW WHEN NO OBJECTS ARE IN FRONT OR NEAR ME AS WELL AS TWO OTHER CENSORS FLASHING. THE VAN COMPLETELY SHUTS DOWN AND THEN FLASHES "START STOP REQUIRED". I THEN HAVE TO PLACE THE VEHICLE IN PARK, TURN IT OFF, RESTART IT, THEN SHIFT BACK TO DRIVE ALL WHILE IN AT AN INTERSECTION. THIS HAS HAPPENED AT LEAST 12 TIMES AND CREATES A RISK OF BEING REAR-ENDED. SINCE WE PURCHASED THE VAN IN AUGUST 2018, WE HAVE HAD: THE UCONNECT CENTER REPLACED ON SEPTEMBER 7 2018, THE RADIO IMPROPERLY ACTIVATED OR TURNED OFF INCORRECTLY COMPLETELY DRAINING THE BATTERY REQUIRING TOW AND SERVICE ON APRIL 12 2019, AND THE FCW WAS SUPPOSEDLY REPAIRED ON MAY 21 2019. ALTHOUGH IT WAS "FIXED" THE FCW ALERT HAS OCCURRED 3 TIMES SINCE IT WAS RETURNED LESS THAN 3 WEEKS PRIOR.

Date of Complaint: March 5, 2019
Date of Incident: March 2, 2019
NHTSA ID No.: 11184420

VIN: 2C4RC1EG4JR****
Vehicle Type: 2018 Chrysler Pacifica

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2 IN THE FALL, THE ENTIRE ELECTRICAL SYSTEM
3 FAILED LEAVING MY CAR COMPLETELY
4 INOPERABLE. THIS HAPPENED WHILE DRIVING THE
5 VEHICLE WITH MY KIDS IN THE CAR. THANK
6 GOODNESS WE WERE IN A SAFE NEIGHBORHOOD
7 GOING AT A SLOW RATE OF SPEED. IT TOOK OVER A
8 WEEK TO "FIX" THE PROBLEM AND WAS GIVEN A
9 WHOLE NEW "COMPUTER". ON SATURDAY 3-2 AT
10 10:30 PM, I WAS DRIVING WITH MY CHILDREN ON
11 THE OHIO TURNPIKE GOING 70 MPH WHEN THEN
12 POWER STEERING FAILED. I HAD TO PULL OFF THE
13 ROAD. I DID NOT HAVE CONTROL OF THE VEHICLE
14 DUE TO LOSS OF STEERING AND HAD TO PULL THE
15 WHEEL HARD TO THE RIGHT TO GET OFF THE ROAD.
16 THANK GOODNESS, I WAS IN THE RIGHT LANE. IF I
17 WERE IN THE LEFT LANE ON THE HIGHWAY, IT
18 WOULD HAVE BEEN POTENTIALLY FATAL. BOTH
19 OCCURRENCES COULD HAVE CAUSED SERIOUS
20 INJURY OR HAVE BEEN FATAL. WE RESEARCHED
21 THE ISSUES AND FOUND A NYTIMES ARTICLE ON
22 THESE FAILURES. THIS CAR HAS PUT MY FAMILY'S
23 SAFETY IN DANGER.

14 Date of Complaint: February 2, 2019
15 Date of Incident: January 31, 2019
16 NHTSA ID No.: 11173643
17 VIN: 2C4RC1EG9JR****
18 Vehicle Type: 2018 Chrysler Pacifica

17 ON NUMEROUS OCCASIONS THE NAVIGATION
18 SCREEN WOULD GO BLACK OR FREEZE UP. ON
19 MULTIPLE OCCASIONS THE UCONNECT THEATER
20 WOULD NOT WORK. EVERYTIME WE TOOK IT TO THE
21 DEALERSHIP SAID IT WAS FINE AND DIDN'T
22 INVESTIGATE THE ISSUE. RECENTLY, WE WENT TO
23 THE STORE MADE SEVERAL STOPS AT DIFFERENT
24 STORES ON OUR LAST STOP THE VAN WOULD NOT
25 RECOGNIZE THE KEYS. WE COULDN'T LOCK OR
26 UNLOCK THE VAN. I HAD TO PULL OUT THE
27 EMERGENCY KEY TO GET INTO THE VAN. ONCE
28 INSIDE THE VAN DIDN'T RECOGNIZE THE KEYS. I
ENDED UP HAVING TO GOOGLE THE ISSUE FOR A
WORK AROUND TO GET HOME. THE ENTIRE RIDE
THERE WAS A DISPLAY STATING THAT THE KEY
WAS NOT IN THE VEHICLE. WE MADE ONE MORE STOP
AND AN LEFT THE VAN RUNNING. TEN MINUTES
LATER IT RECOGNIZED THE KEY AND A UCONNECT
STARTING WORKING AGAIN. THE VAN IS A 2018 AND
LESS THAN A YEAR OLD. THIS IS UNACCEPTABLE
FOR A NEW VEHICLE.

1 Date of Complaint: June 23, 2019
2 Date of Incident: June 23, 2019
3 NHTSA ID No.: 11103611
4 VIN: 2C4RC1FG8JR****
5 Vehicle Type: 2018 Chrysler Pacifica

6 DRIVING DOWN THE HWY WHEN THE VAN JUST
7 TURNS COMPLETELY OFF ALMOST CAUSING A
8 WRECK AND ALSO THE CONTROL PANEL FREEZES
9 AND AC WILL NOT TURN ON AT ALL. IT WILL NOT
10 LET YOU PRESS ANY BUTTONS

11 Date of Complaint: June 13, 2018
12 Date of Incident: May 28, 2018
13 NHTSA ID No.: 11101719
14 VIN: 2C4RC1GG1JR****
15 Vehicle Type: 2018 Chrysler Pacifica

16 1- TURN THE VAN ON. CLICK ON UCONNECT
17 THEATER THEN SHIFT TO R OR CLICK THE
18 SURROUND CAMERA TO ACTIVATE THE CAMERA,
19 CLICK ANY BOTTOMS TO CHANGE THE CAMERA
20 VIEW, IS NOT WORKING. THE SCREEN FREEZING AND
21 NOT RESPONDING ANYMORE. TURN THE VAN OFF
22 FOR 2 HOURS. TURN IT ON AGAIN, THE CAMERA
23 OPTIONS WILL WORK FINE. CLICK THE UCONNECT
24 THEATER AGAIN, GO BACK TO THE CAMERA OR
25 SHIFT TO R, THE BOTTOMS THAT CHANGE THE
26 VIEWS ARE NOT WORKING AND NOT RESPONDING. 2-
27 PUT THE USB FLASH TO PLAY MOVIES. GO TO
28 UCONNECT THEATER, IT WILL READ THE USB AND I
CAN PLAY MOVIES. DISCONNECT THE FLASH AND
CONNECT IT AGAIN, IT WILL NOT READING IT
ANYMORE. TURN THE VAN OFF FOR 10 MIN. THEN
TURN IT ON, IT WILL WORK AGAIN. ONCE I
DISCONNECTED AND CONNECT IT AGAIN, IT WILL
STOP READING IT. SOFTWARE ISSUES. (WATCH THE
VIDEO THAT I DID
([HTTPS://WWW.YOUTUBE.COM/WATCH?V=GC7O60KHJ4W](https://www.youtube.com/watch?v=GC7O60KHJ4W)) 3- ON SPEED 5 OR LESS, DRIVING FORWARD OR
BACKWARD, WHEN I TURN RIGHT, THE STEERING
WILL SHAKE. SOUNDS LIKE ROCK AND PINION OR
STEERING COLUMN ISSUE.

29 Date of Complaint: May 24, 2018
30 Date of Incident: December 10, 2017
31 NHTSA ID No.: 11097723
32 VIN: 2C4RC1N77JR****
33 Vehicle Type: 2018 Chrysler Pacifica

34 VEHICLE UCONNECT SCREEN LOCKS ONTO
35 FORWARD IMAGE WHILE MOVING FORWARD DOWN
36 THE ROAD OR GOES BLACK ELIMINATING THE
37 ABILITY TO ACCESS ANY OF THE CLIMATE CONTROL

1 OR SOS FEATURES. EXTREMELY DISTRACTING AND
2 REQUIRES VEHICLE TO BE PULLED OVER AND
3 RESTARTED TO CLEAR.

4 Date of Complaint: April 16, 2018
5 Date of Incident: October 27, 2018
6 NHTSA ID No.: 11196663
7 VIN: 2C4RC1EG2JR****
8 Vehicle Type: 2018 Chrysler Pacifica

9 THE DRIVERS SCREEN (NAVIGATION , BACK UP
10 CAMERA, DVD,ETC) FREEZES REGULARLY. THIS
11 MEANS THAT OFTEN THE BACKUP CAMERA IS
12 UNAVAILABLE, AT TIMES THE MOVIE SHOWS EVEN
13 WHILE DRIVING. I HAVE REPORTED IT SEVERAL
14 TIMES TO CHRYSLER'S UCONNECT TEAM WITH NO
15 RESOLUTION. MY CASE MANAGER IS NO LONGER
16 ANSWERING MY CALLS. I HAVE VIDEOS OF THE
17 MALFUNCTION. THE DEALERSHIP HAS ASKED ME TO
18 BRING THE CAR IN 5 TIMES ALREADY, WITH NO
19 RESOLUTION, BUT THEIR 'PLAN' IS TO JUST HAVE
20 ME KEEP BRINGING IT IN BUT SAID THEY CANNOT
21 REPLACE THE SCREEN/DEVICE. IT IS A SAFETY ISSUE
22 THAT I CANNOT RELIABLY ACCESS MY REAR
23 CAMERA OR CHANGE APPLICATIONS. I HAVE VIDEOS
24 OF MULTIPLE IMSTAMCES

25 Date of Complaint: March 6, 2019
26 Date of Incident: February 28, 2019
27 NHTSA ID No.: 11184720
28 VIN: 2C4RC1B67JR****
Vehicle Type: 2018 Chrysler Pacifica

WHEN I BOUGHT MY PACIFICA THE AUDIO USED TO
GO LOUD AND SOFT. THE NEXT THING THAT
HAPPENED WAS THE FM WOULD FLIP TO AM AND
THE RADIO STATIONS WOULD CHANGE, U-CONNECT
WOULD CALL THE LAST PERSON I HAD CALLED THE
DAY BEFORE, AND FLIP TO CLIMATE CONTROL.
THEN, IT STARTED STALLING OUT AT
INTERSECTIONS, A CLEAR AND PLEASANT
DANGER!!! THE CAR WAS SITTING AT A LIGHT
WAITING TO TURN ONE TIME AND GOING STRAIGHT
THE OTHER TIME. BOTH TIMES IT HAD TO BE
RESTARTED, HOLDING UP TRAFFIC. I AM NOW
CONCERNED THIS WILL HAPPEN WHILE IN MOTION.
OTHERS ON FACEBOOK HAVE SAID THIS HAS ALSO
THIS HAPPENED TO THEM AND CHRYSLER KNOWS
ABOUT IT, BUT CAN'T DO ANYTHING ABOUT IT
BECAUSE THEY DON'T HAVE A FIX FOR IT. I HAVE
HAD MY CAR INTO THE DEALER THREE TIMES NOW.

1 Date of Complaint: June 27, 2018
Date of Incident: March 23, 2018
2 NHTSA ID No.: 11104219
VIN: 2C4RC1EG1JR****
3 Vehicle Type: 2018 Chrysler Pacifica

4 SINCE WE PURCHASED THE VEHICLE 3 MONTHS AGO,
DEALER HASN'T BEEN ABLE TO CORRECT
5 PROBLEMS WITH BLUETOOTH CONNECTIVITY
MEMORY AND GPS MEMORY. THEY'VE REPLACED
6 THE RADIO ONCE BUT THAT DIDN'T CORRECT
ISSUES. PER DEALERSHIP, CHRYSLER HAS 'RADIO
7 RESTRICTION' SO THEY DON'T KNOW WHEN
ANOTHER MIGHT BE AVAILABLE. SEEMS MORE OF A
8 SOFTWARE ISSUE THAT THEY DON'T SEEM TO KNOW
HOW TO CORRECT

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10 Date of Complaint: June 18, 2019
Date of Incident: May 31, 2019
NHTSA ID No.: 11182730
11 VIN: 2C4RC1BG3HR****
12 Vehicle Type: 2017 Chrysler Pacifica

13 RADIO SCREEN WENT BLACK. NOTHING CONNECTED
WITH SCREEN CAN BE USED (RADIO, BACKUP
14 CAMERA, CLIMATE CONTROL, ETC.

15 Date of Complaint: February 27, 2019
Date of Incident: February 19, 2019
16 NHTSA ID No.: 11221047
VIN: 2C4RC1EG3HR****
17 Vehicle Type: 2017 Chrysler Pacifica

18 THE UCONNECT SYSTEM HAS GONE OUT IN MY CAR (
19 SCREEN GOES BLACK) OVER A DOZEN TIMES IN 2
YEARS. WE ARE UNABLE TO USE FEATURES SUCH AS
20 BACKUP CAM, TEMP CONTOLS, NAVIGATION, RADIO
ETC. IT HAS BEEN TO THE DEALER 6 TIMES AND NO
21 PERMANENT FIX HAS BEEN FOUND. LAST WEEK I RE-
SET THE FUSE IN ORDER TO GET IT TO WORK.

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23 Date of Complaint: February 3, 2019
Date of Incident: February 2, 2019
NHTSA ID No.: 11173802
24 VIN: 2C4RC1GG7HR****
25 Vehicle Type: 2017 Chrysler Pacifica

26 I PURCHASED A USED 2017 CHYRLSER PACIFICA AND
COULD NOT GET MY UCONNECT TO WORK.

27 I FOUND OUT THAT THE PREVIOUS OWNER
28 MAINTAINS THE UCONNECT ACCESS ACCOUNT
UNTIL THEY CANCEL IT. THEY CAN UNLOCK, START

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AND IF WANTED STEAL MY CAR USING THEIR CELL PHONE. UCONNECT DOES NOT CANCEL THE ACCOUNT WHEN THE CAR IS SOLD SO THE PREVIOUS OWNER MAINTAINS THE ACCOUNT UNTIL THEY CANCEL IT. THIS IS VERY DANGEROUS AS THE PREVIOUS OWNER CAN EFFECT THE OPERATION OF THE VEHICLE WITHOUT THE NEW OWNER'S KNOWLEDGE.

Date of Complaint: March 7, 2018
Date of Incident: March 1, 2018
NHTSA ID No.: 11076628
VIN: 2C4RC1GG1HR****
Vehicle Type: 2017 Chrysler Pacifica

LEASED A NEW PACIFICA A FEW MONTHS AGO. AROUND THE END OF FEBRUARY THE VEHICLE STALLED WHILE PARKED. THEN WHILE STARTING UP THE VEHICLE IN MARCH THE VEHICLE INFORMATION SYSTEM SCREEN SHUT OFF FOR NO REASON, THIS INCLUDED SENSORS, BACK UP CAMERAS , NAV , CLIMATE, RADIO ETC.

Date of Complaint: February 22, 2018
Date of Incident: February 5, 2018
NHTSA ID No.: 11074402
VIN: 2C4RC1EG0HR****
Vehicle Type: 2017 Chrysler Pacifica

THE NAVIGATION SCREEN RATHER IT'S THE RADIO, NAV, AIR SHUTS COMPLETELY DOWN/FREEZES UP ALONG WITH THE TVS AT TIMES.

Date of Complaint: January 24, 2018
Date of Incident: January 24, 2018
NHTSA ID No.: 11064640
VIN: 2C4RC1EG7HR****
Vehicle Type: 2017 Chrysler Pacifica

THE CONSUMER STATED THE UCONNECT STOPPED WORKING AS WELL AS THE AIRBAG. *JS *JS

Date of Complaint: January 20, 2018
Date of Incident: December 10, 2017
NHTSA ID No.: 11063934
VIN: 2C4RC1BG3HR****
Vehicle Type: 2017 Chrysler Pacifica

THE RADIO STOPS WORKING WHILE GOING DOWN THE ROAD LISTENING TO IT RADIO/USB EITHER ONE...YOU HAVE TO PULL OFF THE ROAD, TURN THE CAR OFF AND START THE CAR BACK UP TO GET THE

RADIO TO START WORKING AGAIN

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Date of Complaint: January 4, 2018
Date of Incident: July 28, 2017
NHTSA ID No.: 11058428
VIN: 2C4RC1EG5HR****
Vehicle Type: 2017 Chrysler Pacifica

INTERMITTENT UCONNECT FUNCTIONALITY. SCREEN WOULD GO DARK, NAVIGATION NON RESPONSIVE, RANDOM ACCESSORY CONTROLS NON RESPONSIVE, THE CHRYSLER HELP BUTTON & 911 BUTTON WAS NON RESPONSIVE. INCREASED RPM AT IDEAL, PARKED OR AT BREAK. BREAK FADE & RANDOM LURCHING AT TRAFFIC STOPS. AFTER ABOUT 2 WEEKS COMPLETE BREAK FAILURE & ALL OTHER ELECTRICAL COMPONENTS OBSERVED FAILED. A PHONE CALL TO CHRYSLER ON PERSONNEL PHONE RESULTED IN CHRYSLER SENDING A FLATBED WRECKER FOR TRANSPORT TO DEALER SERVICE CENTER IN LEBANON, OHIO. FORTUNATELY IT ALL HAPPENED 2 DAYS BEFORE A TRIP OVER THE SMOKEY MOUNTAINS, INSTEAD OF WHILE ACTUALLY CROSSING THE MOUNTAINS. AFTER REPAIRS AT LEBANON, OHIO CHRYSLER. A VAGUE DESCRIPTION FROM SERVICE CENTER THAT IT WAS AN ELECTRICAL SYSTEM FAILURE & THEY REPLACED BATTERY. ALL EVENTS LISTED ABOVE DURING THE 2 WEEKS OCCURRED DURING NORMAL DRIVING IN TOWN & ON HIGHWAY.

Date of Complaint: December 29, 2017
Date of Incident: October 14, 2017
NHTSA ID No.: 11057493
VIN: 2C4RC1GG0HR****
Vehicle Type: 2017 Chrysler Pacifica

THE UCONNECT ENTERTAINMENT SYSTEM WILL ALSO MALFUNCTION FROM TIME TO TIME. SEVERAL SOFTWARE UPDATES HAVE BEEN INITIATED, ADDRESSING WINDOW AND TRANSMISSION CONCERNS ACCORDING TO THE DEALERSHIP'S SERVICE DEPARTMENT. YET, THE VEHICLE DOES NOT FUNCTION PROPERLY, WHERE IDLE AND TRANSMISSION FUNCTIONING OFTEN APPEARS COMPROMISED (ROUGH IDLE, ROUGH SHIFTING, SUDDEN RPM INCREASES AND ACCELERATION BURSTS WHEN SHIFTING FROM REVERSE TO DRIVE). I FEAR THIS CAR IS NOT SAFE FOR MY WIFE AND THREE YOUNG CHILDREN.

Date of Complaint: September 20, 2017
Date of Incident: September 6, 2017

NHTSA ID No.: 11024613
VIN: 2C4RC1BG6HR ****
Vehicle Type: 2017 Chrysler Pacifica

AFTER FOLLOWING GIVEN INSTRUCTIONS MY RADIO
UCONNECT SYSTEM HAS BECOME NONFUNCTIONAL

I HAVE BEEN TOLD BY THE MANUFACTURER I HAVE
TO WAIT FOR AN UPDATE OR A FIX. IT HAS BEEN
OVER A WEEK ALREADY...UPDATED 10/25/17 *BF

UPDATED 10/27/2017*JS

Date of Complaint: August 17, 2017
Date of Incident: July 1, 2017
NHTSA ID No.: 11016084
VIN: N/A
Vehicle Type: 2017 Chrysler Pacifica

MY TOUCH SCREEN IS UNRESPONSIVE THREE
FOURTHS OF THE TIME THAT I TRY IT. YOU ARE
GOING TO MAKE ME PUT A SPECIFIC DATE HERE BUT
THAT DOES NOT APPLY BECAUSE IT'S BEEN SINCE
THE BEGINNING AND HERE I AM AND IT RIGHT NOW
AND IT'S DOING IT AGAIN.

Date of Complaint: June 12, 2017
Date of Incident: May 21, 2017
NHTSA ID No.: 10994417
VIN: 2C4RC1BG2HR****
Vehicle Type: 2017 Chrysler Pacifica

THE SCREEN SWITCH TO THE APP PAGE AND WOULD
NOT SWITCH BACK

36. As the preceding complaints demonstrate, lessees and purchasers of the defective Vehicles have lodged a multitude of complaints regarding defects with the infotainment system, though which Defendant was on notice of the defect.

E. Defendant Has Acknowledged These Defects

37. Defendant has knowledge of the defective infotainment system as shown by the fact that Defendant's representatives, dealers, and technicians have admitted that the infotainment defects is a known and pervasive problem:

Date of Complaint: July 24, 2019
Date of Incident: May 8, 2019
NHTSA ID No.: 11234476
VIN: 2C4RC1N71KR****
Vehicle Type: 2019 Chrysler Pacifica

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THE HANDS-FREE AND BLUETOOTH FEATURE OF MY RADIO STOPPED WORKING 3 MONTHS AGO. I HAVE BEEN IN TO CHRYSLER SERVICE IN FORT COLLINS FIVE TIMES TO HAVE IT FIXED. THE LAST TIME WAS TWO WEEKS AGO AND THEY SAID THEY WERE GOING TO JUST ORDER A NEW RADIO. I STILL HAVEN'T HEARD ANYTHING FROM THEM. THE SERVICE MANAGER, BOB LEE, SAYS IT'S CHRYSLER'S FAULT. I JUST WANT THIS THING FIXED. 3 MONTHS IS JUST RIDICULOUS. THIS IS AS MUCH A SAFETY PROBLEM AS IT IS AN INCONVENIENCE.

Date of Complaint: February 2, 2019
Date of Incident: January 31, 2019
NHTSA ID No.: 11173643
VIN: 2C4RC1EG9JR****
Vehicle Type: 2018 Chrysler Pacifica

ON NUMEROUS OCCASIONS THE NAVIGATION SCREEN WOULD GO BLACK OR FREEZE UP. ON MULTIPLE OCCASIONS THE UCONNECT THEATER WOULD NOT WORK. EVERYTIME WE TOOK IT TO THE DEALERSHIP SAID IT WAS FINE AND DIDN'T INVESTIGATE THE ISSUE. RECENTLY, WE WENT TO THE STORE MADE SEVERAL STOPS AT DIFFERENT STORES ON OUR LAST STOP THE VAN WOULD NOT RECOGNIZE THE KEYS. WE COULDN'T LOCK OR UNLOCK THE VAN. I HAD TO PULL OUT THE EMERGENCY KEY TO GET INTO THE VAN. ONCE INSIDE THE VAN DIDN'T RECOGNIZE THE KEYS. I ENDED UP HAVING TO GOOGLE THE ISSUE FOR A WORK AROUND TO GET HOME. THE ENTIRE RIDE THERE WAS A DISPLAY STATING THAT THE KEY WAS NOT IN THE VEHICLE. WE MADE ON MORE STOP AND AN LEFT THE VAN RUNNING. TEN MINUTES LATER IT RECOGNIZED THE KEY AND A UCONNECT STARTING WORKING AGAIN. THE VAN IS A 2018 AND LESS THAN A YEAR OLD. THIS IS UNACCEPTABLE FOR A NEW VEHICLE.

Date of Complaint: April 16, 2018
Date of Incident: October 27, 2018
NHTSA ID No.: 11196663
VIN: 2C4RC1EG2JR****
Vehicle Type: 2018 Chrysler Pacifica

THE DRIVERS SCREEN (NAVIGATION , BACK UP CAMERA, DVD, ETC) FREEZES REGULARLY. THIS MEANS THAT OFTEN THE BACKUP CAMERA IS UNAVAILABLE, AT TIMES THE MOVIE SHOWS EVEN WHILE DRIVING. I HAVE REPORTED IT SEVERAL TIMES TO CHRYSLER'S UCONNECT TEAM WITH NO RESOLUTION. MY CASE MANAGER IS NO

LONGER ANSWERING MY CALLS. I HAVE VIDEOS OF THE MALFUNCTION. THE DEALERSHIP HAS ASKED ME TO BRING THE CAR IN 5 TIMES ALREADY, WITH NO RESOLUTION, BUT THEIR ‘PLAN’ IS TO JUST HAVE ME KEEP BRINGING IT IN BUT SAID THEY CANNOT REPLACE THE SCREEN/DEVICE. IT IS A SAFETY ISSUE THAT I CANNOT RELIABLY ACCESS MY REAR CAMERA OR CHANGE APPLICATIONS. I HAVE VIDEOS OF MULTIPLE INSTANCES

Date of Complaint: March 6, 2019
Date of Incident: February 28, 2019
NHTSA ID No.: 11184720
VIN: 2C4RC1B67JR****
Vehicle Type: 2018 Chrysler Pacifica

WHEN I BOUGHT MY PACIFICA THE AUDIO USED TO GO LOUD AND SOFT. THE NEXT THING THAT HAPPENED WAS THE FM WOULD FLIP TO AM AND THE RADIO STATIONS WOULD CHANGE, U-CONNECT WOULD CALL THE LAST PERSON I HAD CALLED THE DAY BEFORE, AND FLIP TO CLIMATE CONTROL. THEN, IT STARTED STALLING OUT AT INTERSECTIONS, A CLEAR AND PLEASANT DANGER!!! THE CAR WAS SITTING AT A LIGHT WAITING TO TURN ONE TIME AND GOING STRAIGHT THE OTHER TIME. BOTH TIMES IT HAD TO BE RESTARTED, HOLDING UP TRAFFIC. I AM NOW CONCERNED THIS WILL HAPPEN WHILE IN MOTION. **OTHERS ON FACEBOOK HAVE SAID THIS HAS ALSO THIS HAPPENED TO THEM AND CHRYSLER KNOWS ABOUT IT, BUT CAN’T DO ANYTHING ABOUT IT BECAUSE THEY DON’T HAVE A FIX FOR IT. I HAVE HAD MY CAR INTO THE DEALER THREE TIMES NOW.**

Date of Complaint: June 27, 2018
Date of Incident: March 23, 2018
NHTSA ID No.: 11104219
VIN: 2C4RC1EG1JR****
Vehicle Type: 2018 Chrysler Pacifica

SINCE WE PURCHASED THE VEHICLE 3 MONTHS AGO, **DEALER HASN’T BEEN ABLE TO CORRECT PROBLEMS WITH BLUETOOTH CONNECTIVITY MEMORY AND GPS MEMORY.** THEY’VE REPLACED THE RADIO ONCE BUT THAT DIDN’T CORRECT ISSUES. PER DEALERSHIP, CHRYSLER HAS ‘RADIO RESTRICTION’ SO THEY DON’T KNOW WHEN ANOTHER MIGHT BE AVAILABLE. SEEMS MORE OF A SOFTWARE ISSUE THAT THEY DON’T SEEM TO KNOW HOW TO CORRECT

1 Date of Complaint: February 27, 2019
2 Date of Incident: February 19, 2019
3 NHTSA ID No.: 11221047
4 VIN: 2C4RC1EG3HR****
5 Vehicle Type: 2017 Chrysler Pacifica

6 THE UCONNECT SYSTEM HAS GONE OUT IN MY CAR (SCREEN GOES BLACK) OVER A DOZEN TIMES IN 2 YEARS. WE ARE UNABLE TO USE FEATURES SUCH AS BACKUP CAM, TEMP CONTOLS, NAVIGATION, RADIO ETC. **IT HAS BEEN TO THE DEALER 6 TIMES** AND NO PERMANENT FIX HAS BEEN FOUND. LAST WEEK I RE-SET THE FUSE IN ORDER TO GET IT TO WORK.

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8 Date of Complaint: September 20, 2017
9 Date of Incident: September 6, 2017
10 NHTSA ID No.: 11024613
11 VIN: 2C4RC1BG6HR ****
12 Vehicle Type: 2017 Chrysler Pacifica

13 AFTER FOLLOWING GIVEN INSTRUCTIONS MY RADIO UCONNECT SYSTEM HAS BECOME NONFUNCTIONAL
14 **I HAVE BEEN TOLD BY THE MANUFACTURER I HAVE TO WAIT FOR AN UPDATE OR A FIX. IT HAS BEEN OVER A WEEK ALREADY..**UPDATED 10/25/17
15 *BF

16 38. Several of Chrysler models have the same problem with their infotainment systems. Multiple Chrysler drivers have complained that their
17 infotainment systems have been similarly defective.

18 Date of Complaint: August 15, 2018
19 Date of Incident: April 1, 2018
20 NHTSA ID No.: 11120139
21 VIN: N/A
22 Vehicle Type: 2017 Chrysler 300

23 BACK UP CAMERA NOT WORKING, HAS BEEN TO THE SHOP TWICE FOR REPAIR. 1ST TIME WAS SOFTWARE UPDATE, DIDN'T RESOLVE AS STILL WORKING RANDOMLY, 2ND TIME U05 RECALL, AGAIN DID'T WORK, WILL BE TAKING TO DEALERSHIP AGAIN FOR RESOLUTION. STARTED DAY AFTER PURCHASE, AND HAS BEEN GOING ON NOW 4 MONTHS

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26 Date of Complaint: August 19, 2017
27 Date of Incident: August 1, 2017
28 NHTSA ID No.: 11120139
VIN: 2C3CCABG1HH****
Vehicle Type: 2017 Chrysler 300

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LREAR CAMERA LOCKS UP ON SCREEN AND YOU CAN NOT DO ANYTHING WITH COMPUTER, VEHICLE MUST BE TURNED OFF AND RESTARTED

Date of Complaint: July 17, 2019
Date of Incident: September 21, 2018
NHTSA ID No.: 11120139
VIN: 2C3CCAPT1JH****
Vehicle Type: 2018 Chrysler 300

HAVE SEVERAL "BUGS" WITH STEREO/NAV/UCONNECT. RADIO PRESETS DISAPPEAR. NAV VOLUME DECREASES ON ITS OWN. BLUETOOTH USE INTERRUPTS NAV...MY LOCAL DEALER AND "UCONNECT CASE MANAGER" TOLD ME MONTHS AGO THAT I NEED A NEW SYSTEM YET IT HASN'T BEEN APPROVED/ORDERED. VERY DISAPPOINTED WITH CHRYSLER CUSTOMER SERVICE.

F. Defendant's Warranty

39. Defendant issued to all original purchasers and lessees, including Plaintiffs and the Class, a written manufacturer's warranty. This warranty "covers the cost of all parts and labor needed to repair any item on you vehicle when it left the manufacturing plant that is defective in material, workmanship or factory preparation" and that "[t]here is no list of covered parts since the only exception are tires and Unwired headphones."

40. Defendant's warranty states that "You pay nothing for these repairs" and that the repairs "including all parts and labor connected with them – will be made by you dealer at no charge, using new or remanufactured parts."

41. However, Defendant knew or should have known of the defects at the time of sale or lease of the Vehicles. However, Plaintiffs and Class members had no such knowledge. The defects were latent in nature because they are not obvious or reasonably ascertainable upon examination.

42. Despite having more than adequate opportunity to remedy the defect, Defendant has failed to do so and, in many instances, has merely repaved defective components with defective components.

1 43. Defendant concealed and continues to conceal the fact that the
2 Vehicles contain a defective infotainment system. Defendant also continues to
3 conceal the fact that the replacement components it provides are equally defective.
4 Despite its knowledge of this defect, Defendant continues to sell defective Vehicles
5 that contain the defective infotainment system. Therefore, Plaintiffs did not and
6 could not discover this defect through reasonable diligence.

7 44. Plaintiffs and Class members reasonably relied on Defendant's
8 warranties regarding the quality and other material characteristics of their Vehicles,
9 including but not limited to, the representation that the Vehicles contained no
10 known defects at the time of sale or lease.

11 CLASS ALLEGATIONS

12 45. Plaintiffs bring this action on behalf of themselves, and on behalf of all
13 others similarly situated, and as a member of the Class defined as follows:

14 **Class 1 (National Class):** All persons or entities
15 who purchased or leased a Chrysler Pacifica or 300 for the
model years 2017-2019.

16 **Class 2 (California Class):** All persons or entities who
17 purchased or leased a Chrysler Pacifica or 300 for the model
years 2017-2019 in the State of California.

18 46. Excluded from the Class are (1) Defendant and any entity in which
19 Defendant has a controlling interest, and its legal representatives, officers, directors,
20 employees, assigns and successors; (2) the Judge to whom this case is assigned and
21 any member of the Judge's staff or immediate family; and (3) Class Counsel.

22 47. Plaintiffs reserve the right to amend or otherwise alter the class
23 definitions presented to the Court at the appropriate time, or to propose or eliminate
24 sub-classes, in response to facts learned through discovery, legal arguments
25 advanced by Defendants or otherwise.

26 48. This action has been brought and may be properly maintained as a
27 class action pursuant to Federal Rules of Civil Procedure, Rule 23 and other
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1 applicable laws.

2 49. **Numerosity of the Class:** Members of the Class are so numerous that
3 their individual joinder is impracticable. The precise number of Class members and
4 their addresses are known to Plaintiffs or will be known to Plaintiffs through
5 discovery. Class members may be notified of the pendency of this action by mail,
6 electronic mail, the Internet, or published notice.

7 50. **Existence of Predominance of Common Questions of Fact and**
8 **Law:** Common questions of law and fact exist as to all members of the Class.
9 These questions predominate over any questions affecting only individual Class
10 members. These common legal and factual questions include:

- 11 a. Whether infotainment system in Chrysler Vehicles are defective at the
12 time they are sold or leased;
- 13 b. Whether Defendant's express warranty covers the defect;
- 14 c. Whether Defendant breached express warranties in relation to its
15 Vehicles;
- 16 d. Whether Defendant breached the implied warranties in relation to its
17 Vehicles;
- 18 e. Whether Defendant knew about the defect(s), and if so, for how long;
- 19 f. Whether Defendant violated Civil Code §1770(a)(5) or the CLRA;
- 20 g. Whether Defendant violated Civil Code §1770(a)(7) or the CLRA;
- 21 h. Whether Defendant violated Civil Code §1770(a)(9) or the CLRA;
- 22 i. Whether Defendant's conduct in connection with their defective
23 infotainment system in its Vehicles is an unlawful business practice;
- 24 j. Whether Defendant's conduct in connection with their defective
25 infotainment system in its Vehicles is an unfair business practice; and
- 26 k. The nature and extent of class-wide injury and the measure of damages
27 for the injury.

1 51. **Typicality:** Plaintiffs' claims are typical of the claims of the members
2 of the classes they represent because Plaintiffs purchased a Chrysler vehicle with an
3 infotainment system, and the infotainment system failed because of a common
4 defect. Plaintiffs and the members of the classes they represent sustained the same
5 or similar types of damages and losses.

6 52. **Adequacy:** Plaintiffs are an adequate representative of the Class they
7 seek to represent because their interests do not conflict with the interests of the
8 members of the class(es) Plaintiffs seeks to represent. Plaintiffs have retained
9 counsel competent and experienced in complex class action litigation and Plaintiffs
10 intend to prosecute this action vigorously. The interests of members of each Class
11 will be fairly and adequately protected by Plaintiffs and his counsel.

12 53. **Superiority and Substantial Benefit:** The class action is superior to
13 other available means for the fair and efficient adjudication of Plaintiffs and the
14 Class members' claims. The damages suffered by each individual Class member
15 may be limited. Damages of such magnitude are small given the burden and
16 expense of individual prosecution of the complex and extensive litigation
17 necessitated by Defendant's conduct. Further, it would be virtually impossible for
18 the Class members to redress the wrongs done to them on an individual basis. Even
19 if members of the Class themselves could afford such individual litigation, the court
20 system could not. Individualized litigation increases the delay and expense to all
21 parties and the court system, due to the complex legal and factual issues of the case.
22 By contrast, the class action device presents far fewer management difficulties, and
23 provides the benefits of single adjudication, economy of scale, and comprehensive
24 supervision by a single court.

25 54. The Class(es) should also be certified because:

26 a. The prosecution of separate actions by individual members of the
27 Class would create a risk of inconsistent or varying adjudications with respect to
28 individual Class members which would establish incompatible standards of conduct

1 for Defendants;

2 b. The prosecution of separate actions by individual members of the
3 Class would create a risk of adjudication with respect to them, which would, as a
4 practical matter, be dispositive of the interests of the other Class members not
5 parties to the adjudications, or substantially impair or impede their ability to protect
6 their interests; and

7 c. Defendant has acted or refused to act on grounds generally applicable
8 to the Class, and/or the general public, thereby making appropriate final and
9 injunctive relief with respect to the Classes as a whole.

10 **FIRST CAUSE OF ACTION**
11 **BREACH OF EXPRESS WARRANTY – VIOLATION OF MAGNUSON-**
12 **MOSS WARRANTY ACT**
13 **(By Plaintiff and National Class against all Defendants)**

14 55. Plaintiffs re-allege, and incorporates by reference, the preceding
15 paragraphs of this Complaint, as though fully set forth herein

16 56. The Defective Vehicles are consumer products as defined in 15 U.S.C.
17 § 2301(1).

18 57. Plaintiffs and Class members are consumers as defined in 15 U.S.C. §
19 2301(3).

20 58. Defendant is a supplier and warrantor as defined in 15 U.S.C. §
21 2301(4) and (5).

22 59. 15 U.S.C. § 2301(d)(1)(A) and/or § 2301(d)(3)(C) is satisfied because
23 Plaintiffs properly invoke jurisdiction under the Class Action Fairness Act.

24 60. In the course of selling the defective Vehicles, Defendant expressly
25 warranted in Defendant's limited warranties that "covers the cost of all parts and
26 labor needed to repair any item on you vehicle when it left the manufacturing plant
27 that is defective in material, workmanship or factory preparation" and that "[t]here
28 is no list of covered parts since the only exception are tires and Unwired

1 headphones.”

2 61. Upon information and belief, Defendant’s standard warranty language
3 is identical for all defective Vehicles sold nationwide.

4 62. Defendant did not provide at the time of sale, and has not provided
5 since then, Vehicles conforming to its express warranties.

6 63. Defendant breached and continues to breach express warranties
7 because the defective infotainment systems were present in the defective Vehicles
8 at the time of sale.

9 64. Defendant breached and continues to breach express warranties
10 because Defendant did not (and does not) cover the full expenses associated with
11 repairing and/or replacing the defective infotainment systems in Plaintiffs’ and the
12 Class members’ defective Vehicles.

13 65. Plaintiffs have attempted to have their Vehicle repaired under the
14 warranty. Defendant breached and continues to breach express warranties because it
15 merely provides a software update or replaces the defective components with
16 additional defective components and is unable to successfully repair the defects in
17 Plaintiffs’ and the Class members’ defective Vehicles, despite having had
18 reasonable opportunities to do so. As such, the express warranties fail their essential
19 purpose.

20 66. Defendant’s refusal to provide an adequate repair or replacement
21 violates 15 U.S.C. § 2304.

22 67. Despite the fact that the Vehicles’ infotainment systems continue to
23 fail despite being “repaired,” Defendant continues to replace the defective parts
24 with identical or substantially similar defective parts. Thus, the defect is inherent
25 and permanent in nature.

26 68. Defendant fraudulently concealed material information from Plaintiffs
27 and the Class regarding the existence and extent of the defects. Defendant also
28 fraudulently concealed the material fact that the replacement components were

1 defective. Therefore, any limitations imposed by Defendant as to the scope of its
2 obligations under the express warranties to repair and replace defective parts and/or
3 any disclaimers in the written warranties prepared by Defendant that purport to
4 preclude recovery by Plaintiffs or the Class members are unconscionable, both
5 substantively and procedurally, and are unenforceable as a matter of law.

6 69. Any such limitations or exclusions have been imposed unilaterally by
7 Defendant via adhesive, “take it or leave it” contracts with no ability by Plaintiffs or
8 the Class members to negotiate the substance or coverage of the warranties, and
9 Plaintiffs and the Class members did not have any meaningful choices of
10 reasonably available alternative sources of supply of suitable Vehicles free of the
11 above unconscionable conditions.

12 70. Furthermore, Defendant’s express warranty fails in its essential
13 purpose because the contractual remedy is insufficient to make Plaintiffs and the
14 Class members whole and because Defendant has failed and/or refused to
15 adequately provide the promised remedies within a reasonable time.

16 71. Also, as alleged herein, at the time that Defendant warranted and sold
17 the Vehicles, it knew that the Vehicles were inherently defective, and Defendant
18 wrongfully and fraudulently misrepresented and/or concealed material facts
19 regarding the Vehicles. Plaintiffs and the Class members were therefore induced to
20 purchase the Vehicles under false and/or fraudulent pretenses.

21 72. Further, the enforcement under these circumstances of any limitations
22 whatsoever on the recovery of incidental and/or consequential damages is barred
23 because any such limitations work to reallocate the risks between the parties in an
24 unconscionable and objectively unreasonable manner, and result in overly harsh or
25 one-sided results that shock the conscience, especially in light of the fact that
26 Defendant simply placed defective components in the Vehicles when those
27 Vehicles are brought in for repairs.

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1 73. Moreover, many of the damages flowing from the Vehicles cannot be
2 resolved by the limited remedies contained in the express warranty as those
3 incidental and consequential damages have already been suffered due to
4 Defendant's fraudulent conduct as alleged herein and due to their failure to provide
5 such limited remedy within a reasonable time. Therefore, any limitation on
6 Plaintiffs' and the Class members' remedies would cause the available remedy to be
7 insufficient to make them whole.

8 74. Defendant was previously provided notice of the defects in the
9 Vehicles by numerous customer complaints, letters, emails, and other
10 communications from Class members, dealers, and other repair facilities.

11 75. Plaintiffs and the Class members have suffered damages directly and
12 proximately caused by Defendant's breach of the express warranty and are entitled
13 to recover damages including, but not limited to, out of pocket expenses and
14 diminution of value.

15 **SECOND CAUSE OF ACTION**
16 **BREACH OF IMPLIED WARRANTY – MAGNUSON-MOSS WARRANTY**
17 **ACT**

18 **(By Plaintiffs and the National Class against all Defendants)**

19 76. Plaintiffs re-allege, and incorporates by reference, the preceding
20 paragraphs of this Complaint, as though fully set forth herein.

21 77. Plaintiffs bring this claim on behalf of the Nationwide Class.

22 78. The Vehicles are "consumer products" within the meaning of 15
23 U.S.C. § 2301.

24 79. Plaintiffs and members of the Class are "consumers" within the
25 meaning of 15 U.S.C. § 2301 because they are persons entitled under applicable
26 state law to enforce against the warrantor the obligations of its express and implied
27 warranties.

1 80. Defendant is a “supplier” of consumer products to consumers and a
2 “warrantor” within the meaning of 15 U.S.C. § 2301.

3 81. 15 U.S.C. § 2310(d)(1)(A) and/or § 2310(d)(3)(C) is satisfied because
4 Plaintiffs properly invoke jurisdiction under the Class Action Fairness Act.

5 82. Section 2310(d)(1) of Chapter 15 of the United States Code provides a
6 cause of action for any consumer who is damaged by the failure of a warrantor to
7 comply with a written or implied warranty.

8 83. Defendant made written and implied warranties regarding the Vehicles
9 to Plaintiffs and Class members within the meaning of 15 U.S.C. § 2301. Defendant
10 provided Plaintiffs and other Class members an implied warranty of merchantability
11 within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(7).

12 84. Defendant breached the implied warranty of merchantability because
13 the Vehicles were not fit for the ordinary purpose for which such goods are used.
14 As described throughout the Complaint, the Vehicles contain defects which render
15 them unsafe, inconvenient, and imperfect such that Plaintiffs and Class members
16 would not have purchased the Vehicles had they known of the defects.

17 85. Pursuant to 15 U.S.C. § 2310(e), Plaintiffs are entitled to bring this
18 class action and are not required to give Defendant notice and an opportunity to
19 cure until such time as the Court determines the representative capacity of Plaintiffs
20 pursuant to Rule 23 of the Federal Rules of Civil Procedure.

21 86. Plaintiffs, individually and on behalf of the other Class members, seek
22 all damages permitted by law, including diminution in value of their Vehicles, in an
23 amount to be proven at trial.

24 87. In addition, pursuant to 15 U.S.C. § 2310(d)(2), Plaintiffs and the other
25 Class members are entitled to recover a sum equal to the aggregate amount of costs
26 and expenses (including attorneys’ fees based on actual time expended) determined
27 by the Court to have reasonably been incurred by Plaintiffs and the other Class
28 members in connection with the commencement and prosecution of this action.

1 88. Further, Plaintiffs and the Class are also entitled to equitable relief
2 under 15 U.S.C. § 2310(d)(1) and damages as a result of Defendant’s violation of
3 its written and/or implied warranties.

4 **THIRD CAUSE OF ACTION**
5 **BREACH OF EXPRESS WARRANTY**
6 **(By Plaintiff and the California Subclass against all Defendants)**

7 89. Plaintiffs re-allege, and incorporates by reference, the preceding
8 paragraphs of this Complaint, as though fully set forth herein.

9 90. Defendant expressly warranted to Plaintiffs and class members, among
10 other things, that its limited warranties “covers the cost of all parts and labor needed
11 to repair any item on your vehicle when it left the manufacturing plant that is
12 defective in material, workmanship or factory preparation.”

13 91. This express warranty was part of basis of the bargain for Plaintiffs
14 and Class members, and Plaintiffs and Class members reasonably relied on it.

15 92. Plaintiffs’ infotainment system was defective within the warranty
16 period, as alleged herein, indeed it was defective when it was first sold to Plaintiffs.

17 93. Defendant has refused and/or failed to properly repair and/or cover
18 Plaintiffs for this defect. Defendant has similarly failed to repair and/or cover Class
19 members for costs associated with the defect in the infotainment system of Chrysler
20 Vehicles.

21 94. Defendant breached the express warranty by failing to cover Plaintiffs
22 and Class members for repairs and other costs associated with the defective
23 infotainment systems in the Chrysler Vehicles.

24 95. As a result of Defendant’s breach, Plaintiffs and the Class members
25 have suffered damages and/or are entitled to restitution, including but not limited to,
26 the cost of the purchase associated with infotainment system, the cost of repair,
27 and/or the cost of inspection and/or replacement with a non-defective infotainment
28 system.

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FOURTH CAUSE OF ACTION

**BREACH OF IMPLIED WARRANTY – SONG-BEVERLY WARRANTY
ACT**

(By Plaintiff and the California Subclass against all Defendants)

96. Plaintiffs re-allege, and incorporates by reference, the preceding paragraphs of this Complaint, as though fully set forth herein.

97. This cause of action is brought under Song-Beverly Consumer Warranty Act, Civil Code §§1792 and 1791.1.

98. Defendants were at all times the manufacturer, distributor, warrantor, or seller of the Chrysler Vehicles at issue in this action. Defendant knew or should have know of the use for which the Vehicles were purchased. However, the Defendant’s Vehicles were not fit for the ordinary purpose of providing reasonably safe transportation because the infotainment systems were defective. This was an inherent defect at the time of sale or leasing Defendant’s Vehicles.

99. Defendants impliedly warranted that the Chrysler Vehicles were of merchantable quality and fit for such use. This implied warranty included, among other things: (i) a warranty that the Defendant’s Vehicles and the infotainment system manufactured, designed, supplied, distributed, and/or sold by Defendant was safe, reliable, and/or durable for providing transportation; and (ii) a warranty that Defendant’s Vehicles and the infotainment system would be fit for their intended use while the Vehicles were being operated.

100. Contrary to the applicable implied warranties, Defendant’s Vehicles and the infotainment system, at the time of sale and thereafter, were not fit for their ordinary and intended purpose of providing Plaintiff and Class members with reliable, durable, and safe transportation. Instead, the Defendant’s Vehicles were defective, including but not limited to, defective in the design and manufacture of the sunroof system.

1 101. Defendant's actions complained of herein breached the implied
2 warranty that the Defendant's Vehicles were of merchantable quality and fit for use
3 as safe and reliable transportation, in violation of Civil Code §§1792 and 1791.1.

4 102. As a result of Defendant's breaches, Plaintiff and the Class members
5 have suffered damages and/or or entitled to restitution, including but not limited to,
6 the cost of the lease associated with sunroof, the cost of repair, and/or the cost of
7 inspection and/or replacement with a non-defective roof.

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9 **FIFTH CAUSE OF ACTION**
10 **VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT**
11 **(By Plaintiff and the California Class against all Defendants)**

12 103. Plaintiffs re-allege, and incorporates by reference, the preceding
13 paragraphs of this Complaint, as though fully set forth herein.

14 104. This cause of action is brought under the Consumer Legal Remedies
15 Act, California Civil Code §1750 *et seq.* Plaintiffs and members of the Class are
16 consumers as defined by California Civil Code §1761(d). The Chrysler Vehicles at
17 issue are goods within the meaning of Civil Code §1761(a).

18 105. Plaintiffs and the other Class members are consumers within the
19 meaning of Civil Code §1761(d).

20 106. As alleged herein, Defendant made misleading representations and
21 omissions concerning the benefits, performance, and safety of Defendant's
22 Vehicles, including the infotainment system.

23 107. Defendant violated and continue to violate the CLRA by engaging in
24 the following practices proscribed by California Civil Code §1770(a) in transactions
25 with Plaintiff and members of the Class, which were intended to result in, and did
26 result in, the sale of Chrysler Vehicles:

- 27 a. Representing that goods . . . have . . . characteristics, . . . [or] uses . . .
28 which they do not have, in violation of Civil Code §1770(a)(5);
- b. Representing that goods . . . are of a particular standard . . ., if they are of

1 another, in violation of Civil Code §1770(a)(7);

2 c. Advertising goods . . . with intent not to sell them as advertised, in
3 violation of Civil Code §1770(a)(9).

4 d. Representing that the subject of a transaction has been supplied in
5 accordance with a previous representation when it has not, in violation of
6 Civil Code §1770(a)(16).

7 108. Defendant intentionally and knowingly misrepresented and omitted
8 material facts regard its Vehicles, Specifically regarding the infotainment system,
9 with an intent to mislead Plaintiffs and the Class.

10 109. In purchasing or leasing the Vehicles, Plaintiffs and Class members
11 were deceived by Defendant's failure to disclose its knowledge.

12 110. Defendant has undertaken unfair methods of competition and unfair or
13 deceptive acts or practices in transactions intended to result or which results in the
14 sale of goods and/or services to a consumer, as alleged herein.

15 111. As a result of the employment by Defendant of the above-alleged
16 methods, acts, and practices, Plaintiffs and the class suffered damage within the
17 meaning of Civil Code §1780(a), entitling them to injunctive relief. Pursuant to
18 Civil Code §1782(d), Plaintiffs and the class further intend to seek compensatory
19 damages and/or restitution, and, in light of Defendant's willful and conscious
20 disregard of the safety and rights of Plaintiffs and the class, Plaintiffs and the class
21 also intend to seek an award of punitive damages. Plaintiff will amend the
22 complaint to add requests for damages at the appropriate time, pursuant to Civil
23 Code §1782(d).

24 112. As a proximate result of Defendant's violations of the CLRA, Plaintiff
25 and the Class request that Defendant be enjoined from engaging in the
26 aforementioned conduct in violation of the CLRA.

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SIXTH CAUSE OF ACTION

**VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION ACT
(By Plaintiffs and the California Subclass against all Defendants)**

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3 113. Plaintiff re-alleges, and incorporates by reference, the preceding
4 paragraphs of this Complaint, as though fully set forth herein.

5 114. This cause of action is brought by Plaintiffs and the Class under
6 California Business & Professions Code §17200, et seq. (the “UCL”). Section
7 17200 of the UCL prohibits any unlawful, unfair, or fraudulent business practices.

8 115. Through the actions alleged herein, Defendant has engaged in unfair
9 competition within the meaning of the UCL. Defendant’s conduct, as alleged
10 herein, constitutes unlawful, unfair, and/or fraudulent business practices under the
11 UCL.

12 116. Defendant’s unlawful conduct includes, but is not limited to, violation
13 of the CLRA, Magnuson-Moss Warranty Act, Song-Beverly Consumer Warranty
14 Act, and laws regarding express warranties. Defendant’s fraudulent conduct,
15 includes, but is not limited to, failing to disclose that the infotainment systems are
16 defective and a safety hazard, misrepresenting the characteristics, uses, and/or
17 standards of the Chrysler Vehicles and infotainment systems, and representing that
18 the infotainment systems were safe and of merchantable quality free of defects.
19 Defendant’s unfair conduct includes, but is not limited to, distributing Chrysler
20 automobiles, and charging a premium for the infotainment system, when the
21 infotainment system was defective, as alleged herein.

22 117. Plaintiffs have standing to assert this claim because they have suffered
23 injury in fact and has lost money as a result of Defendant’s conduct.

24 118. Plaintiff sand the Class seek restitutionary disgorgement from
25 Defendant, and an injunction prohibiting them from engaging in the unlawful,
26 unfair, and/or fraudulent conduct alleged herein.
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28

PRAYER

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated and also on behalf of the general public, prays for judgment against Defendant as follows:

- A. An order that this action may proceed and be maintained as a national class action and a California class action;
- B. Awarding Plaintiffs and Class members compensatory, exemplary, and statutory damages, including interest, in an amount to be proven at trial, except that for now, the California Class seeks only equitable and injunctive relief with respect to their claims under California’s Consumer Legal Remedies Act, California Civil Code § 1750, *et seq.*;
- C. Awarding restitutionary disgorgement from Defendant to Plaintiffs and the Class;
- D. Any and all remedies provided pursuant to the Magnuson-Moss Warranty Act
- E. Any and all remedies provided pursuant to the Song-Beverly Act, including under California Civil Code §1794;
- F. Attorney’s fees and costs;
- G. For such other relief the Court deems just and proper.

DATED: September 24, 2019

HAFFNER LAW PC

By: /s/Graham G. Lambert
Joshua H. Haffner
Graham Lambert
Attorneys for Plaintiff and others
Similarly situated

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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for himself and the Class members on all claims or causes of action so triable.

DATED: September 24, 2019

HAFFNER LAW PC

By: /s/Graham G. Lambert
Joshua H. Haffner
Graham Lambert
Attorneys for Plaintiff and others
Similarly situated