



4. FCA knows of the defect, but has stubbornly refused to a) disclose it to consumers; b) notify existing owners and lessees; c) recall the Class Vehicles; and d) take all other steps necessary to protect consumers from the danger.

5. The defect, causing the Class Vehicles to suddenly shut down, threatens every driver and passenger in a Class Vehicle, threatens every other person on a roadway near a Class Vehicle, and severely diminishes the value of the Class Vehicles. Consumers who purchased or leased Class Vehicles have been harmed by purchases or leases they would not have made had they known the truth of the defect.

#### **PARTIES, JURISDICTION, AND VENUE**

6. FCA is a Delaware limited liability subject to the jurisdiction of this Court. FCA may be served by serving its registered agent, The Corporation Company, at 106 Colony Park Drive, Suite 800-B, Cumming, Forsyth County, Georgia 30040.

7. Venue is proper in this Court.

#### **BACKGROUND STATEMENT OF FACTS**

8. Kappler is the lessee of a new 2021 Jeep Wrangler 4xe, VIN # 1C4JJXP69\*\*\*\*\* (the "Jeep").

9. On July 22, 2021, Kappler was driving the Jeep with his wife and two minor children.

10. While driving on a highway and at highway speeds, the Jeep's electronic display suddenly displayed an error screen, with a reference to the electric hybrid system, and warned Kappler to immediately pull over and place the vehicle in park.

11. The Jeep's entire system shut down, including its engine, air conditioning system, navigation screen, and all other systems.

12. Kappler was able to successfully pull the Jeep over and stop on the shoulder of the highway.

13. Kappler placed the Jeep in park and the Jeep turned off completely. After a few moments, the screens restarted and indicated that the Jeep could be turned back on. At that time, the Jeep restarted.

14. The Jeep's system screen indicated normal functioning. Kappler called a licensed Jeep dealership and scheduled an appointment for August 2, 2021.

15. At the time of the call, no person at the dealership warned Kappler to cease driving the Jeep.

16. There were no bulletins, service announcements, warnings, or other information from Jeep indicating the dangerous conditions associated with the Jeep or the Class Vehicles.

17. Thereafter, Kappler resumed driving the Jeep to his destination.

18. On July 31, 2021, two days before the scheduled service appointment, Kappler was again driving the Jeep with his wife and two minor children.

19. Prior to beginning to drive, the Jeep's system screen indicated normal functioning.

20. There were no bulletins, service announcements, warnings, or other information from Jeep indicating the dangerous conditions associated with the Jeep or the Class Vehicles.

21. On July 31, 2021, Kappler and his family were driving in the second left lane of a multi-lane interstate in Atlanta, Georgia.

22. The electronic display in the Jeep again suddenly flashed an electrical system error and instructed Kappler to immediately pull the Jeep over.

23. All systems on the Jeep suddenly stopped working, including, but not limited to, the engine, air conditioning, displays, and all other systems.

24. Kappler narrowly avoided being rear-ended by other vehicles on the interstate as he attempted to cross three lanes of highway speed traffic.

25. Upon coming to a stop, the Jeep completely shut down.

26. Kappler caused the Jeep to be towed to the closest licensed Jeep dealer. From July 31, 2021 through August 11, 2021, neither FCA, Jeep, nor the licensed dealer inspected or otherwise serviced the Jeep.

27. As a result, Kappler caused and incurred the expense to tow the Jeep to a different dealership.

28. The Jeep has been out of service since July 31, 2021. FCA has not provided any material update or information concerning the condition of the Jeep and has not provided a loaner or temporary vehicle.

29. Kappler has incurred significant expense, trouble, emotional distress, and other damages as a result of FCA's defective manufacture of the Jeep.

**FCA KNOWS OF THE DEFECT BUT HAS INTENTIONALLY FAILED TO NOTIFY  
THE PUBLIC**

30. Kappler's situation is, unfortunately, not unique.

31. As detailed on reports filed with the National Highway Traffic Safety Administration, numerous consumers across the United States have suffered similarly.

32. For example, on June 7, 2021, a consumer reported:

*This is about the new Jeep Rubicon 4XE Hybrid Wrangler. We were traveling slowly on a dirt road in our new Jeep. Suddenly it began to slow down and it stopped. It would not move any further.*

33. On June 25, 2021, a consumer reported:

*A charging system error caused engine to shut down. I was driving down the road at about 30-40 mph and the vehicle just shut down. I was stopped in the right lane of traffic.*

34. On July 11, 2021, a consumer reported:

*The vehicle gave a Service Hybrid Electric System error and disabled the engine at approximately 60 mph when traveling in E-Save mode . . . After navigating the vehicle to the side of the road, it came to a hard stop at about 5-8 mph.*

35. On August 2, 2021, a consumer reported:

*I was driving at night on a 4-lane highway at approximately 55 mph southbound in the left lane. My hybrid vehicle had less than 1% of battery power and was running using the gas engine. With no warning the vehicle suddenly experienced a sudden deceleration to less than 10 mph . . .*

36. On August 3, 2021, a consumer reported:

*I was driving vehicle on HWY 610 in Houston, Texas at approximately 55-60 MPH. Suddenly, vehicle simply stopped working in the middle of driving . . .*

37. The above reports are just a sampling of the reports made to NHTSA.

Unfortunately, not all such incidents have been reported as this defect is endemic with the Class Vehicle with many consumers being put in harm's way.

38. In addition to reports to NHTSA, Kappler, and numerous others, have made reports directly to FCA.

39. Despite those reports, FCA has failed and refused to notify the public the danger and risk, failed and refused to issue bulletins, warnings, or other notifications to owners and lessees of the Class Vehicles.

40. FCA's refusal is intentional.

41. While refusing to notify the public of the dangers, FCA has instead:
- a) advertised the Class Vehicles by having the President of the United States drive one during an electric vehicle event;
  - b) increased the MSRP of the Class Vehicles;
  - c) boasted and advertised the safety and engineering marvel of the Class Vehicles;
  - d) bragged about its profitability on Twitter; and
  - e) bragged about the Class Vehicles being the bestselling hybrid electric vehicle of the second quarter of 2021.

#### **CLASS ALLEGATIONS**

42. The proposed Class is defined as:

All individuals in the United States of America who purchased or leased any Jeep Wrangler 4xe.

43. Excluded from the Class are: 1) Defendant, or any entity or division of Defendant in which Defendant has a controlling interest, and their legal representatives, officers, directors, assigns, and successors; 2) the judge to whom this case is assigned and the judge's staff; 3) any judge, and such judge's staff, who may otherwise hear or consider any aspect of this case, including appeal; 4) those persons who have suffered personal injuries as a result of the facts alleged herein.

44. There is a well-defined community of interest in this litigation and such Class is readily ascertainable.

45. Numerosity: although the exact number of uncertain and can only be ascertained through appropriate discovery, the number is great enough such that joinder is impracticable.

The disposition of class members' claims in a single action will provide substantial benefits to all

parties and to the Court. Class members are readily identifiable from information and records in Defendant's possession and records.

46. Typicality: Kappler's claims are typical of the claims of all class members in that Kappler and class members purchased and/or leased a Class Vehicle that was designed, manufactured, and distributed by FCA. Kappler, like all class members, has been damaged by FCA's misconduct. Furthermore, the factual bases of FCA's misconduct are common to all class members and represent a common threat resulting in injury to all class members.

47. Commonality/Predominance: Common questions of law and fact to Kappler and class members predominate over any question affecting individual class members.

48. Adequate Representation: Kappler will fairly and adequately protect class members' interests. Kappler has retained attorneys experienced in complex commercial litigation, including product liability actions, and Kappler intends to prosecute this action vigorously.

49. Superiority: Kappler and class members have all suffered and will continue to suffer harm and damages as a result of FCA's wrongful and unlawful conduct. A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Absent a class action, most class members would likely find the cost of litigation prohibitively high and would therefore have no effective remedy at law. Class treatment of common questions of law and fact would also be a superior method to multiple individual actions or piecemeal litigation.

#### **COUNT I – FRAUDULENT CONCEALMENT**

50. Kappler incorporates the allegations contained in Paragraph 1 through 49 as if set forth verbatim herein.

51. FCA intentionally misrepresented and actively concealed the above-described material safety information, or acted with reckless disregard for the truth, and denied Plaintiff and class members information that is highly relevant to their purchasing decisions.

52. The Class Vehicles purchased or leased by Kappler and class members were defective, unsafe, and unreliable, because, among other reasons, they were subject to sudden and immediate stalling or shutting down even while the vehicle was operating at normal driving speeds.

53. FCA had a duty to disclose this material safety information to Kappler and members of the class because of the safety hazards posed by the alleged defects and based on its representations to the contrary.

54. FCA's concealment was material because if it had been disclosed, Kappler and class members would not have bought or leased the Class Vehicles.

55. FCA intentionally engaged in deception in order to sell the Class Vehicles, and despite actual knowledge of their defects, has *raised* the price of the Class Vehicles, heavily advertised the Class Vehicles, and boasted about its sales and profitability.

56. Kappler and class members relied on FCA's reputation as an automaker, and FCA's intentional omission of the defects in the Class Vehicles and FCA's affirmative assurance that its vehicles were safe and reliable, and other similar statements, when they purchased or leased the Class Vehicles.

57. As a result of their reliance, Kappler and class members have been injured in an amount to be proven at trial, including but not limited to, their lost benefit of the bargain, diminished value of the Class Vehicles, emotional distress, and other damages caused by FCA's intentional fraud.



### **COUNT II – PUNITIVE DAMAGES**

58. Kappler incorporates the allegations contained in Paragraph 1 through 49 as if set forth verbatim herein.

59. FCA's conduct as described herein was knowing, intentional, with malice, demonstrated a complete lack of care, and was in reckless disregard to the rights of Kappler and class members. Kappler is therefore entitled to an award of punitive damages.

### **COUNT III – ATTORNEYS' FEES AND EXPENSES**

60. Kappler incorporates the allegations contained in Paragraph 1 through 49 as if set forth verbatim herein.

61. FCA's conduct as described herein was intentional, in bad faith, and stubbornly litigious. Accordingly, Kappler is entitled to an award of attorneys' fees and expenses pursuant to O.C.G.A. § 13-6-11.

### **COUNT IV - INJUNCTION**

62. Kappler incorporates the allegations contained in Paragraph 1 through 49 as if set forth verbatim herein

63. The Class Vehicles pose an immediate risk of physical harm to Kappler and the class members, all passengers of the Class Vehicles, and all other members of the public on the roadways.

64. An injunction would prevent future harm that is predictable, immediate, and severe, and prevent FCA's continuing torts. There is not otherwise a complete and adequate remedy at law.

65. Accordingly, this Court should order FCA to immediately recall the Class Vehicles and remove them the roadways until such time as FCA corrects the defects with the Class Vehicles.

**JURY DEMAND**

66. Plaintiff demands trial by jury.

WHEREFORE, Kappler requests this Court:

- a) issue summons and process as provided by law;
- b) certify a class as requested herein;
- c) grant damages and all other relief that is just and proper against FCA;
- d) enjoin FCA from continuing to sell the Class Vehicles and order FCA to recall the Class Vehicles.

Respectfully submitted this 19th day of August 2021.

/s/ J. Patrick O'Brien  
J. PATRICK. O'BRIEN  
Georgia State Bar No. 548612

For the Firm of  
THOMPSON, O'BRIEN, KAPPLER & NASUTI, P.C.  
2 Sun Court, Suite 400  
Peachtree Corners, Georgia 30092  
(770) 925-0111  
[aobrien@tokn.com](mailto:aobrien@tokn.com)  
*Attorneys for Plaintiff and Putative Class*