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10 *Attorneys for Plaintiffs and the Proposed Class*

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA
13 EASTERN DIVISION

14 DERYL WALL, JUSTINE ANDOLLO,
15 and DANIELLE AND JOBY HACKETT,
16 on behalf of themselves and persons
similarly situated,

17 Plaintiffs,

18 v.

19 FCA US LLC, a Delaware Limited
20 Liability Company,

21 Defendant.

No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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1 Plaintiffs Deryl Wall, Justine Andollo, and Danielle and Joby Hackett,
2 individually and on behalf of all others similarly situated (the “Class”), allege the
3 following:

4 **I. INTRODUCTION**

5 1. One of the most basic safety features in every car is the gear shifter that
6 causes a stationary car to remain stationary, *unless and until* an operator wants the car
7 to move. The design of a gear shifter must be such that operators know when a car is
8 safe to exit because it is in the “park” mode, or it must include a safety override that
9 automatically puts the car in park when the drivers’ door is opened and pressure is
10 taken off the foot brake.

11 2. FCA US LLC (“FCA”) broke this basic rule. In its 2012-14 Dodge
12 Chargers and Chrysler 300s, and 2014-15 Jeep Grand Cherokees, FCA installed gear
13 shifters, designed and manufactured by ZF Friedrichshaffen AG (“ZF”), that departed
14 from the long established “PRND” gear selector in favor of an electronic mechanism
15 that never actually “shifts” into any gear, but rather always moves back to a central
16 location after being engaged (the “ZF Shifter”). The ZF Shifter design is dangerously
17 defective because there is no tactile or position feedback to the operator as to whether
18 the car has actually been placed into the safe-to-exit “park” gear and there is no safety
19 override that automatically puts the car in “park” if the driver’s door is open and
20 pressure is taken off the foot brake.

21 3. The safety issue is real. Well over 300 accidents have already been
22 reported, causing dozens of serious injuries, and potentially the death of Anton
23 Yelchin, a young Hollywood actor who was crushed to death when his own 2015 Jeep
24 Grand Cherokee rolled down his drive and pinned him against his brick mailbox.

25 4. The design defect was avoidable. FCA competitors, including BMW,
26 have for several years used similar electronic shift levers that return to center after
27 being engaged. But on the BMW, if the car is not in “park”, and the driver’s door is
28

1 opened and the foot brake released, the car automatically shifts into “park”, thus
2 making impossible the roll-away incidents and accidents at issue in this case.

3 5. Though complaints and accident reports have been ongoing since at least
4 early 2015, FCA has only recently initiated a voluntary recall of the over 811,000
5 Defective Shifter Vehicles in the United States; but to date it has only sent a letter to
6 owners describing the design defect of the ZF Shifter, even though it knows exactly
7 how to fix the problem by looking at what its competitors have done.

8 6. FCA’s unreasonable delay in fixing the defect and its warning letter was
9 obviously too little, too late for Mr. Yelchin, and nearly a million Defective Shifter
10 Vehicles remain in unsuspecting owners’ driveways and garages. As a result of this
11 dangerous defect, the Defective Shifter Vehicles are “unsafe in any driveway” and the
12 value of each Defective Shifter Vehicle has diminished, and it will remain depressed
13 even if an effective fix is eventually applied.

14 7. While no one can bring back young Mr. Yelchin, or stem the pain and
15 suffering of the dozens of other owners of the Defective Shifter Vehicles who have
16 been involved in accidents or injured because of the defective ZF Shifter, through this
17 lawsuit, Plaintiffs seek to force FCA to promptly fix the Defective Shifter Vehicles by
18 replacing the defectively designed ZF Shifter and/or installing a safety override system
19 like in the BMW and to compensate owners of Defective Shifter Vehicles for the loss
20 of value resulting from the dangerous design defect.

21 8. Plaintiffs bring this action individually and on behalf of all other owners
22 or lessees of 2012-14 Dodge Chargers and Chrysler 300s, and 2014-15 Jeep Grand
23 Cherokees (“Defective Shifter Vehicles”). Until the defectively designed ZF Shifters
24 in the Defective Shifter Vehicles are replaced with gear selectors that cannot be
25 unintentionally left in drive or neutral when a driver gets out the car, every owner of a
26 Defective Shifter Vehicle is at risk of accident, injury, or even death. Plaintiffs seek
27 damages, injunctive relief, and equitable relief for the conduct of FCA related to the
28 defectively designed gear selector as alleged in this Complaint. Specifically, Plaintiffs

1 seek: immediate installation of a safety override system or replacement of the
2 defective ZF Shifter, provision of a temporary replacement vehicle while replacement
3 is pending, and/or buyback of the Defective Shifter Vehicles, compensation for any
4 additional sums spent on maintenance as a result of any “fix”; restitution for purchase
5 of extended warranties that will go unused; and punitive damages for FCA’s knowing
6 fraud that put drivers in California and nationwide at risk.

7 **II. JURISDICTION**

8 9. This Court has jurisdiction pursuant to the Class Action Fairness Act of
9 2005, 28 U.S.C. § 1332(d), because the proposed Class consists of 100 or more
10 members; the amount in controversy exceeds \$5,000,000, exclusive of costs and
11 interest; and minimal diversity exists. This Court also has supplemental jurisdiction
12 over the state law claims pursuant to 28 U.S.C. § 1367.

13 **III. VENUE**

14 10. Venue is proper in this District under 28 U.S.C. § 1391 because a
15 substantial part of the events or omissions giving rise to Plaintiffs’ claims occurred in
16 this District. Plaintiff Deryl Wall resides in this District and purchased his Defective
17 Shifter Vehicle in this District. FCA has marketed, advertised, sold, and leased the
18 Defective Shifter Vehicles within this District.

19 **IV. PARTIES**

20 **A. California Plaintiff**

21 11. Plaintiff Deryl Wall is a resident of Temecula, California. Deryl bought a
22 Jeep Grand Cherokee in California in 2015. He purchased the car because of its
23 reputation for safety and utility, consistent with his review of Jeep’s advertising
24 messaging regarding safety and reliability. Deryl believed his Grand Cherokee would
25 be a good value because of its utility and reputation for safety. Plaintiff still owns his
26 Jeep Grand Cherokee. Unknown to Plaintiff at the time the vehicle was purchased, the
27 vehicle was equipped with a ZF Shifter that is defectively designed. The design defect
28 allows the driver to get out of the car while the car is not in “park”, which can allow

1 the car to roll-away from its parked position. The defect in the Jeep Grand Cherokee
2 has caused Plaintiff out-of-pocket losses, future attempted repairs, loss of warranty
3 value, and diminished value of his vehicle. FCA knew that the ZF Shifter could lead
4 to vehicle roll-away incidents, but did not disclose this defect to Plaintiff, so Plaintiff
5 purchased the vehicle on the reasonable, but mistaken, belief that the Jeep Grand
6 Cherokee was utile and safe to operate as designed.

7 **B. Florida Plaintiff**

8 12. Plaintiff Justine Andollo is a resident of Naples, Florida. Justine bought a
9 2015 Jeep Grand Cherokee at Naples Dodge Chrysler Jeep in Naples, Florida in 2015.
10 She purchased the car because of its reputation for safety and utility, consistent with
11 her exposure to Jeep's advertising messaging. Justine believed her Grand Cherokee
12 would be a good value because of its utility and reputation for safety. Plaintiff still
13 owns her Jeep Grand Cherokee. Unknown to Plaintiff at the time the vehicle was
14 purchased, the vehicle was equipped with a ZF Shifter that is defectively designed.
15 The design defect allows the driver to get out of the car while the car is not in "park",
16 which can allow the car to roll-away from its parked position. The defect in the Grand
17 Cherokee has caused Plaintiff out-of-pocket losses, future attempted repairs, loss of
18 warranty value, and diminished value of her vehicle. FCA knew that the ZF Shifter
19 could lead to vehicle roll-away incidents, but did not disclose this defect to Plaintiff,
20 so Plaintiff purchased the vehicle on the reasonable, but mistaken, belief that the Jeep
21 Grand Cherokee was utile and safe to operate as designed.

22 13. Plaintiff Andollo has had four separate incidents where her vehicle has
23 rolled away because of the defectively designed ZF shifter and FCA's failure to
24 include a safety override. Plaintiff Andollo no longer feels safe operating her
25 Defective Shifter Vehicle but, because of the defective ZF Shifter, she is not able to
26 trade or sell her car absent a substantial financial loss as the value of her car has
27 substantially declined.

28

1 **C. Ohio Plaintiffs**

2 14. Plaintiffs Danielle and Joby Hackett are residents of Masury, Ohio. The
3 Hacketts bought a 2015 Jeep Grand Cherokee at Eddy Chrysler Dodge Jeep in
4 Youngstown, Ohio. They purchased the car because of its reputation for safety and
5 utility, consistent with their exposure to Jeep’s advertising messaging. The Hacketts
6 believed their Grand Cherokee would be a good value because of its utility and
7 reputation for safety. Plaintiffs still own their Jeep Grand Cherokee. Unknown to
8 Plaintiffs at the time the vehicle was purchased, the vehicle was equipped with a ZF
9 Shifter that is defectively designed. The design defect allows the driver to get out of
10 the car while the car is not in “park”, which can allow the car to roll-away from its
11 parked position. The defect in the Grand Cherokee has caused Plaintiffs out-of-pocket
12 losses, future attempted repairs, loss of warranty value, and diminished value of their
13 vehicle. FCA knew that the ZF Shifter could lead to vehicle roll-away incidents, but
14 did not disclose this defect to Plaintiffs, so Plaintiffs purchased the vehicle on the
15 reasonable, but mistaken, belief that the Jeep Grand Cherokee was utile and safe to
16 operate as designed.

17 **D. Defendants**

18 15. Defendant FCA US LLC (“FCA”) is a limited liability company
19 organized and existing under the laws of the State of Delaware, and is wholly owned
20 by holding company Fiat Chrysler Automobiles N.V., a Dutch corporation
21 headquartered in London, United Kingdom. FCA is doing business in the Central
22 District of California and elsewhere. FCA’s principal place of business and
23 headquarters is in Auburn Hills, Michigan.

24 16. FCA (commonly referred to as Chrysler) is a motor vehicle
25 “Manufacturer” and a licensed “Distributor” of new, previously untitled Chrysler,
26 Dodge, Jeep, and Ram brand motor vehicles (hereinafter referred to as “vehicles”) as
27 defined in Florida Statute § 320.60. FCA’s Chrysler brand is one of the “Big Three”
28 American automobile brands. FCA engages in commerce by distributing and selling

1 new and unused passenger cars and motor vehicles under its Chrysler, Dodge, Jeep,
2 and Ram brands. Other major divisions of FCA include Mopar, its automotive parts
3 and accessories division, and SRT, its performance automobile division. As of 2015,
4 FCA is the seventh largest automaker in the world by unit production.

5 17. FCA's business operations in the United States include the manufacture,
6 distribution, and sale of motor vehicles and parts through its network of independent,
7 franchised motor vehicle dealers. FCA is engaged in interstate commerce in that it
8 sells vehicles through this network located in every state of the United States.

9 18. FCA and/or its affiliates and agents developed and disseminated the
10 owner's manuals and warranty booklets, advertisements, and other promotional
11 materials relating to the Defective Shifter Vehicles.

12 V. FACTUAL ALLEGATIONS

13 A. The ZF Electronic Gear Shifter

14 19. FCA sold its 2012-14 Dodge Charger, 2012-14 Chrysler 300, and 2014-
15 Jeep Grand Cherokee vehicles with an 8-speed transmission with electronic gear
16 selector that was made for FCA by ZF (the "ZF Shifter").

17 20. On its website announcing a "voluntary recall" of these vehicles, FCA
18 describes the ZF Shifter as follows:

19 The vehicles affected by this recall are equipped with
20 electronic shift levers that return to the same position after
21 each manipulation. Gear selection is conveyed to the driver
22 by multiple sets of indicator lights, not gear-selector
23 position, and unless due care is taken, drivers may draw
24 erroneous conclusions about the status of their vehicles.¹

25 21. The ZF Shifter does not have positions for each gear setting, i.e., Park,
26 Reverse, Neutral, Drive ("PRND"), rather, it always rests in the same position after
27 having been pushed up or down from that position. The following is a picture of the
28 ZF Shifter in a Jeep Grand Cherokee:

¹ See <http://media.fcanorthamerica.com/newsrelease.do?id=17455&mid=1>
(last viewed on June 20, 2016).



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13 22. Importantly, the ZF Shifter does not include a safety override that
14 prevents the driver from getting out of the car when it is not in “park.” Other
15 manufacturers, including BMW, use monostable electronic gear shifters like the ZF
16 Shifter, but *the BMW gear shifter has a safety override*. If the BMW is not in “park”
17 and the driver’s door is opened, releasing the foot brake causes the car to
18 *automatically shift into “park.”* This safety override eliminates the possibility of the
19 roll-away incidents that plague the Defective Shifter Vehicles.

20 23. FCA has already recognized that the ZF Shifter has a problem. As noted
21 on its website, “To address customer satisfaction issues, the Company began
22 equipping the Charger and 300 with a new shift-lever design in model-year 2015. The
23 Grand Cherokee’s shift-lever was updated in model year 2016.”²

24 24. In FCA’s own recall chronology it states that as of April 12, 2016, “FCA
25 has identified approximately 700 field reports potentially related to this issue which
26 includes 212 crashes, 308 claims of property damage and 41 injuries.”

27
28 ² See *id.*

1 **B. The National Highway Transportation Safety Administration Has**
2 **Determined the ZF Shifter Is Poorly Designed**

3 25. The National Highway Transportation Safety Administration (“NHTSA”)
4 Office of Defects Investigation (“ODI”) opened Preliminary Evaluation PE15-030 on
5 August 20, 2015, to investigate 14 reports of rollaway 2014-15 Jeep Grand Cherokee
6 vehicles.³

7 26. As described by NHTSA:

8 The MY 2014-2015 Grand Cherokee vehicles are equipped
9 with Monostable electronic (“E-shift”) gearshift assemblies
10 supplied by ZF Group (ZF). The E-shift system operates
11 electronically and the gear requested by the driver is
12 transmitted from the shifter via the CAN Bus to the
13 Transmission Control Module which makes the requested
14 shift. The Monostable gearshift does not move into a detent
15 but springs back to a centered/neutral position after the
16 driver selects a gear and releases the shifter. A button on the
17 shift knob must be depressed to shift out of Park, shift out of
18 Neutral, and to shift from Drive to Reverse or Park. The gear
19 selected is shown on a display in the dash and illuminated
20 letters on the shifter. If the driver’s door is opened when the
21 gearshift is not in Park, a chime sounds and a message is
22 displayed on the EVIC to warn the driver. In addition, the
23 engine Start/Stop push-button control logic does not permit
24 normal engine shut-off when the transmission is not in Park.
25 ***However, this function does not protect drivers who
intentionally leave the engine running or drivers who do
not recognize that the engine continues to run after an
attempted shut-off. NHTSA testing during PE15-030
indicates that operation of the Monostable shifter is not
intuitive and provides poor tactile and visual feedback to
the driver, increasing the potential for unintended gear
selection. ODI’s analysis of the PE15-030 complaint and
field report data identified 306 incidents of vehicle rollaway
following intended shifts to Park in the 2014-2015 Grand
Cherokee. These resulted in 117 alleged crashes. Twenty-
eight of the crashes reportedly caused injuries, including 3***

26
27 ³ See [http://www-
odi.nhtsa.dot.gov/owners/SearchResultsByUrlCode.action?referenceSearch.requestId
=48801&referenceSearch.urlCode=RGRCHIUC3ZXFGZZ](http://www-odi.nhtsa.dot.gov/owners/SearchResultsByUrlCode.action?referenceSearch.requestId=48801&referenceSearch.urlCode=RGRCHIUC3ZXFGZZ) (last accessed June 20,
28 2016).

1 *with a fractured pelvis and 4 others requiring some degree*
 2 *of hospitalization* (a ruptured bladder, fractured kneecap,
 3 reports of a broken nose, facial lacerations requiring stitches,
 4 sprained knees, severe bruising, and trauma to legs. MY
 5 2012-2014 Chrysler 300 and Dodge Charger vehicles (L-
 6 cars) equipped with 3.6L engines use the same ZF
 7 Monostable shifter. ODI has received 8 complaints,
 8 including 4 crashes and 2 injuries on the subject L-cars. FCA
 changed the shifter design in the L-cars in MY 2015 and in
 the Grand Cherokee vehicles in MY 2016. An Engineering
 Analysis has been opened to assess the scope, frequency, and
 safety-related consequences of the alleged defect.⁴

9 27. In early February, 2016, amid continuing reports of roll-away vehicles,
 10 NHTSA upgraded its investigation to an engineering analysis, after determining the
 11 issue is one of design rather than defect.⁵

12 **C. Reports to NHTSA Recount Horrifying Incidents of Vehicle Rollaway**

13 28. NHTSA has received hundreds of reports of rollaway incidents involving
 14 the Defective Shifter Vehicles, including the reports copied verbatim below:

15 **1. Chrysler 300**

16 ON FEBRUARY 7, 2016, MY HUSBAND PARKED HIS
 17 2014 CHRYSLER 300 IN A PARKING SPOT IN A
 18 PARKING LOT AND EXITED THE VEHICLE WITH
 19 THE ENGINE RUNNING. I WAS SEATED IN THE
 20 FRONT PASSENGER SEAT WITH OUR 11 YEAR OLD
 21 CHILD BEHIND ME AND 9 YEAR OLD CHILD
 22 SEATED BEHIND THE DRIVER'S SEAT. ALL 3 OF US
 23 WERE WEARING SEAT BELTS. MY HUSBAND
 24 WALKED ACROSS THE PARKING LOT AND DOWN
 25 THE BLOCK. I WAS TEXTING SOMEONE ON MY
 26 CELLPHONE WHEN MY 11 YEAR OLD EXCLAIMED
 THAT THE CAR WAS MOVING. WITHOUT LOOKING
 UP FROM MY PHONE, I EXPLAINED TO HER THAT IT
 WAS PROBABLY THE ILLUSION OF A CAR PULLING
 INTO OR OUT OF THE PARKING SPOT BESIDE US.
 SHE SCREAMED, "NO THE CAR IS DEFINITELY
 MOVING!" THE CAR WAS ACCELERATING
 BACKWARDS. I MADE EVERY EFFORT TO MOVE
 THE GEARSHIFT, GRAB THE STEERING WHEEL AND
 HIT THE BRAKES BUT DUE TO THE SIZE OF THE
 LARGE CONSOLE I COULD NOT SWING MY LEG

27 ⁴ See *id* (emphasis added).

28 ⁵ See *id*.

1 OVER TO REACH THE BRAKE. THE CAR MOVED IN
2 REVERSE ACROSS THE PARKING LOT AND STRUCK
3 AN UNOCCUPIED VEHICLE THAT WAS PARKED ON
4 THE OPPOSITE SIDE OF THE LOT. THANKFULLY,
5 THE CAR DID NOT STRIKE ANY PEDESTRIANS OR
6 OCCUPIED VEHICLES, AS THIS WAS A BUSY
7 PARKING LOT. OUR CHRYSLER ENDURED
8 SIGNIFICANT DAMAGE WHILE THE DAMAGE TO
9 THE OTHER VEHICLE WAS MINOR. MY CHILDREN
10 AND I WERE EXTREMELY UPSET. WE ARE VERY
11 GRATEFUL THAT NO ONE WAS PHYSICALLY
12 INJURED BUT WE WERE ALL QUITE SHAKEN BY
13 THE OUT OF CONTROL CAR. THE IMPACT WAS
14 SUCH THAT IT MAKE A LOUD "THUD" SOUND
15 WHEN IT COLLIDED WITH THE OTHER VEHICLE
16 AND JOLTED US A BIT. WE WERE COMPLETELY
17 SHOCKED THAT THE CAR SEEMINGLY ON IT'S
18 OWN WENT FROM "PARK" INTO "REVERSE". MY
19 HUSBAND HAD TIME TO WALK ACROSS THE
20 PARKING LOT AND DOWN THE BLOCK BEFORE THE
21 VEHICLE STARTED TO MOVE. THE VEHICLE WAS
22 LONG OUT OF HIS SIGHT BEFORE IT STARTED TO
23 MOVE. THIS CAR IS DANGEROUSLY DEFECTIVE.
24 WE REPORTED THIS INCIDENT TO OUR INSURANCE
25 CARRIER THE NEXT DAY.

14 THE CONTACT OWNS A 2014 CHRYSLER 300. WHILE
15 THE VEHICLE WAS ON AND PARKED, THE DOOR
16 WAS OPENED TO EXIT THE VEHICLE. AFTER
17 RETURNING TO THE VEHICLE, IT INDEPENDENTLY
18 SHIFTED INTO REVERSE AND ROLLED AWAY. THE
19 CONTACT WAS STRUCK BY THE PASSENGER SIDE
20 DOOR AND FELL TO THE GROUND. THE VEHICLE
21 ROLLED OVER THE CONTACT'S ANKLE AND
22 CRASHED INTO A FENCE. THE CONTACT
23 SUSTAINED INJURIES THAT REQUIRED MEDICAL
24 ATTENTION, WHICH INCLUDED FRACTURED RIBS.
25 A POLICE REPORT WAS FILED. THE
26 MANUFACTURER WAS MADE AWARE OF THE
27 FAILURE. THE APPROXIMATE FAILURE MILEAGE
28 WAS 37,000.

22 THE CAR WAS PUT INTO PARK AND ROLLED DOWN
23 THE DRIVEWAY, ACROSS THE STREET, INTO A
24 RAVINE AND HIT A TREE.

24 ON NUMEROUS TIMES I HAVE NO IDEA WHAT
25 GEAR THE TRANSMISSION IS IN. I PARK THE CAR
26 AND THINK IT IS IN PARK ONLY TO FIND OUT IT IS
27 IN REVERSE. AS I AM STEPPING OUT OF THE CAR IT
28 STARTS TO BACK UP. THIS IS A DANGEROUS
DESIGN FLAW BY CHRYSLER CORP. THERE NEEDS
TO BE SOME SORT OF SAFETY MECHANISM
INSTALLED TO MAKE SURE THE ENGINE IS OFF
UPON EXIT.

1 I FEEL THE GEAR SELECTOR ON MY 2014
2 CHRYSLER 300 IS VAGUE, CONFUSING, AND
3 DANGEROUS. IT IS ELECTRONIC AND PIVOTS
4 INSTEAD OF MOVING ONE SPOT FOR EACH GEAR
5 SELECTION. IF YOU PARK AND ATTEMPT TO SHIFT
6 FROM DRIVE TO PARK SOMETIMES IT MAKES IT
7 AND SOMETIMES IT ENDS UP IN REVERSE. WHEN
8 THIS HAPPENS THE ENGINE DOES NOT TURN OFF
9 WHEN YOU PUSH THE STOP BUTTON AND AS YOU
10 STEP OUT THE CAR TAKES OFF BACKWARDS. ALSO
11 WHEN SHIFTING FROM PARK TO DRIVE
12 SOMETIMES IT GOES PAST DRIVE AND INTO LOW,
13 SO I ENDED UP DRIVING FOR A TIME STUCK IN
14 LOW GEAR AND NOT KNOWING UNTIL YOU GO TO
15 SLOW OR STOP AND IT FEELS LIKE THE BRAKES
16 ARE STUCK ON SO YOU START LOOKING FOR THE
17 REASON. I HAVE HATED THIS CAR ALMOST SINCE I
18 LEASED IT IN DECEMBER OF 2014. I FEEL WITH THE
19 LACK OF A SWITCH KEY TO TURN THE ENGINE ON
20 AND OFF, AND THIS VAGUE GEAR SELECTOR THIS
21 GROUP OF VEHICLES IS AN ACCIDENT WAITING TO
22 HAPPEN. I HAVE TRIED TO TRADE IT IN BUT I STILL
23 HAVE 13 MONTHS LEFT AND CAN DO NOTHING.
24 PLEASE LOOK INTO THIS...THANK YOU

14 THE GEAR SHIFTER ON THIS CAR CONTINUALLY
15 CAUSES THE CAR TO NOT SHIFT TO THE DESIRED
16 GEAR, ESPECIALLY WHEN SHIFTING FROM DRIVE
17 INTO REVERSE OR PARK. THANKFULLY, I HAVE
18 NOT HAD ANY MAJOR ACCIDENTS BECAUSE OF
19 THIS DEFECT, HOWEVER, I HAVE DAMAGED MY
20 DAUGHTER'S BICYCLE AND MY GARAGE DOOR
21 BECAUSE THE CAR WAS NOT IN PARK. THIS IS A
22 SERIOUS ACCIDENT WAITING TO HAPPEN.

19 THE CONTACT OWNS A 2012 CHRYSLER 300. WHILE
20 THE VEHICLE WAS PARKED, IT ROLLED BACK IN
21 REVERSE AND KNOCKED THE CONTACT TO THE
22 GROUND. THE VEHICLE CRASHED INTO A
23 DUMPSTER ACROSS THE STREET. THE BUMPER OF
24 THE VEHICLE WAS DAMAGED. THE CONTACT
25 SUSTAINED INJURIES TO THE HEAD FROM THE
26 IMPACT OF THE BOTTOM OF THE VEHICLE DOOR.
27 MEDICAL ATTENTION WAS NOT REQUIRED AND A
28 POLICE REPORT WAS NOT FILED. THE
MANUFACTURER WAS NOT MADE AWARE OF THE
ISSUE. THE FAILURE MILEAGE WAS UNKNOWN.

25 THE GEAR SHIFTER SOMETIMES DOES NOT GO
26 INTO PARK AND ON ONE OCCASION I GOT OUT OF
27 THE CAR WITHOUT REALIZING AND IMMEDIATELY
28 JUMPED BACK IN, REENGAGING THE PARK
POSITION. SINCE THAT TIME, I DOUBLE CHECK
EACH TIME BEFORE GETTING OUT. HAVE NOT
LIKED THIS SHIFTER SINCE I BOUGHT THE CAR IN

1 2012, SINCE OBTAINING THE CORRECT GEAR
2 TAKES SOMETIMES SEVERAL ATTEMPTS. MY WIFE
3 ALSO HAS THIS DIFFICULTY.

4 THE CONTACT OWNS A 2013 CHRYSLER 300. THE
5 CONTACT STATED THAT THE VEHICLE DID NOT
6 REGISTER THE SHIFTER IN THE PARK POSITION
7 AND THE VEHICLE ROLLED AWAY. THE CONTACT
8 WAS ABLE TO REGAIN CONTROL OF THE VEHICLE.
9 THE FAILURE RECURRED WITHOUT WARNING. THE
10 CONTACT RECEIVED NOTIFICATION OF NHTSA
11 CAMPAIGN NUMBER: 16V240000 (POWER TRAIN);
12 HOWEVER, THE PARTS TO DO THE REPAIR WERE
13 NOT AVAILABLE. THE CONTACT STATED THAT
14 THE MANUFACTURER EXCEEDED A REASONABLE
15 AMOUNT OF TIME FOR THE RECALL REPAIR. THE
16 MANUFACTURER WAS NOT NOTIFIED OF THE
17 FAILURE. THE FAILURE MILEAGE WAS 52,000. VIN
18 TOOL CONFIRMS PARTS NOT AVAILABLE.

19 THE CONTACT OWNS A 2013 CHRYSLER 300. WHILE
20 THE CONTACT WAS EXITING THE VEHICLE, THE
21 GEAR SHIFTED FROM PARK TO REVERSE WITHOUT
22 WARNING. AS A RESULT, THE CONTACT WAS
23 DRAGGED ON THE GROUND. THE PASSENGER IN
24 THE VEHICLE HAD TO MOVE OVER AND DEPRESS
25 THE BRAKE PEDAL IN ORDER TO STOP THE
26 VEHICLE. THE CONTACT RECEIVED LEG AND FACE
27 INJURIES THAT REQUIRED MEDICAL ATTENTION. A
28 POLICE REPORT WAS NOT FILED. THE CONTACT
HAD NOT TAKEN THE VEHICLE TO THE DEALER
FOR DIAGNOSTIC TESTING. SHORTLY AFTER THE
INCIDENT, THE CONTACT RECEIVED A RECALL
NOTIFICATION FOR NHTSA CAMPAIGN NUMBER:
16V240000 (POWER TRAIN), WHICH WAS DIRECTLY
RELATED TO THE FAILURE. THE VEHICLE WAS
NOT REPAIRED. THE MANUFACTURER WAS MADE
AWARE OF THE FAILURE AND INFORMED THE
CONTACT THAT A SECOND NOTICE REGARDING
THE REMEDY WOULD BE ISSUED. THE
APPROXIMATE FAILURE MILEAGE WAS 85,000. VIN
TOOL CONFIRMS PARTS NOT AVAILABLE.

THE CONTACT OWNS A 2013 CHRYSLER 300. WHILE
THE VEHICLE WAS PARKED, IT ROLLED AWAY
AND CRASHED INTO A VAN WITHOUT WARNING.
BOTH VEHICLES WERE DENTED, BUT DRIVABLE.
NEITHER THE DEALER NOR THE MANUFACTURER
WERE MADE AWARE OF THE FAILURE. THERE
WERE NO INJURIES AND A POLICE REPORT WAS
NOT FILED. THE CONTACT RECEIVED
NOTIFICATION OF NHTSA CAMPAIGN NUMBER:
16V240000 (POWER TRAIN); HOWEVER, THE PART
TO DO THE REPAIR WAS UNAVAILABLE. THE

1 FAILURE MAILLEAGE WAS 57,000. VIN TOOL
2 CONFIRMS PARTS NOT AVAILABLE.

3 VEHICLE SHIFTER WILL NOT OPERATE PROPERLY,
4 THERE ARE TIMES I THOUGHT CAR WAS IN PARK
5 AND IT WAS IN REVERSE. I MOVE SHIFTER FROM
6 PARK TO DRIVE AND IT IS STILL IN PARK. GO TO
7 PUT IT IN REVERSE AND IT BYPASSES THE GEAR.
8 TIMES I PUT IT IN DRIVE AND IT IS IN NEUTRAL.
9 TAKEN CAR BACK TO DEALER FOR PROBLEM AND
10 WAS TOLD TO LIVE WITH IT, NOTHING CAN BE
11 DONE. ONE TIME I GOT OUT THINKING CAR WAS IN
12 PARK AND IT WAS IN REVERSE AND STARTED TO
13 MOVE, LUCKILY I WAS IN A FLAT PARKING AREA
14 AT THE TIME.

15 MY CAR WAS PARKED IN A PARKING LOT IDLING
16 IN PARK WHILE I WAS AT AN ATM MACHINE AND
17 JUMPED OUT OF PARK AFTER I HAD JUST GOT TO
18 THE ATM AND HIT ANOTHER CAR THAT WAS
19 PARKED. I HAD TO REPLACE THE ENTIRE FRONT
20 OF MY CAR AND HAVE IT PAINTED AT A HIGH
21 COST TO ME. I DIDN'T TAKE ANY PHOTOS. I
22 BOUGHT THE PARTS FROM EBAY AND HAD THE
23 BUMPER AND COVER PAINTED AT A LOCAL
24 CHRYSLER DEALER

2. **Dodge Charger**

25 VEHICLE ROLLAWAY, ENGINE ON. RE: ODI PE1530
26 AND EA 16002. I EXITED MY VEHICLE WITH THE
27 ENGINE RUNNING AND THE TRANSMISSION WAS
28 NOT IN PARK. THE VEHICLE HILL START ASSIST
GAVE ME ENOUGH TIME TO EXIT THE VEHICLE
AND THEN IT BEGAN TO ROLL BACKWARD. THE
OPEN DRIVER'S SIDE DOOR KNOCKED ME DOWN
AND DRAGGED ME 50 FEET. MY RIGHT LEG AND
FOOT WENT UNDER THE LEFT FRONT WHEEL
WHICH PULLED ME OUT FROM UNDER THE OPEN
DOOR. THE VEHICLE CONTINUED ROLLING
BACKWARD OVER AN EMBANKMENT AND
CRASHED ON THE ROAD BELOW. THE VEHICLE
WAS A TOTAL LOSS AND I SUSTAINED A SEVERE
SPRAIN TO MY RIGHT FOOT. I HAVE PICTURES AND
AN INSURANCE CLAIM REPORT TO PROVIDE
PROOF OF THIS INCIDENT

29 TWICE I PULLED IN MY DRIVEWAY AND THOUGHT
30 I PUT THE CAR IN PARK AND WENT TO GATHER MY
31 THINGS BEFORE SHUTTING THE CAR OFF AND
32 INSTEAD OF BEING IN PARK THE CAR CONTINUED
33 FORWARD. THE FIRST TIME IT SCRAPED MY SIDE
34 FENCE AND THE SECOND UNTIL IT HIT MY CHAIN
35 LINK GATE BENDING THE POSTS AND TAKING THE
36 FENCE GATE OFF THE POSTS. THE FENCE GATE

1 THEM PROCEEDED TO FALL ON TOP OF THE HOOD
2 OF THE CAR. BECAUSE I WAS GATHERING MY
3 ITEMS OFF THE SEAT I DIDN'T NOTICE THE CAR
MOVING UNTIL I HEARD THE CRUNCHING SOUND

4 THE CONTACT OWNS A 2014 DODGE CHARGER.
5 WHILE THE VEHICLE WAS PARKED, IT
6 INDEPENDENTLY ROLLED BACK AND CRASHED
7 INTO ANOTHER PARKED VEHICLE. THE AIR BAGS
8 FAILED TO DEPLOY. A POLICE REPORT WAS NOT
9 FILED. THERE WERE NO INJURIES. THE FAILURE
WAS EXPERIENCED PRIOR TO RECEIVING THE
NOTICE FOR NHTSA CAMPAIGN NUMBER:
16V240000 (POWER TRAIN). THE MANUFACTURER
WAS NOT NOTIFIED. THE FAILURE MILEAGE WAS
36,923

10 **3. Jeep Grand Cherokee**

11 MY WIFE PULLED THE CAR INTO A COMMUNITY
12 PARK AND PUT THE JEEP IN PARK AND OPENED
13 THE DOOR TO GRAB HER SONS LOST DOG. NEXT
14 THING SHE KNOWS THE JEEP IS ROLLING, AND
15 PROCEEDS TO RUN HER OVER AND CONTINUES
DOWN A SMALL HILL INTO SOME TREES. SHE WAS
TAKEN TO THE HOSPITAL VIA A 911 CALL AND WE
ARE NOW WAITING FOR RESULTS FROM AN MRI.
THIS PROBLEM COULD HAVE KILLED HER IF SHE
DIDN'T GET HER HEAD OUT OF THE WAY.

16 ON AUGUST 19, 2014, I STEPPED OUT OF MY
17 STATIONARY 2014 JEEP GRAND CHEROKEE
18 OVERLAND BELIEVING I HAD PUT THE VEHICLE IN
19 PARK ON A GENTLE CITYSTREET SLOPE WHEN IT
20 SUDDENLY MOVED BACKWARD, ROLLING OVER
21 MY LEFT LEG AND SEVERELY DAMAGING MY
22 KNEE, SKIN, ARTERY, AND QUAD MUSCLES. MY
23 WIFE IMMEDIATELY CALLED AN AMBULANCE,
24 WHICH TRANSPORTED ME TO A LOCAL HOSPITAL,
25 WHERE DOCTORS SURGICALLY ATTACHED AN
26 "EXTERNAL FIXATOR" IN THREE PLACES,
27 STABILIZING AND COMPLETELY IMMOBILIZING
28 MY LEG (FOR THE NEXT FIVE WEEKS). AFTER A
SECOND SURGERY AND OVER A YEAR OF PAINFUL
AND ARDUOUS THERAPY LATER, I CAN NOW
WALK WITH A KNEEBRACE, HALTINGLY AND
WITH A NOTICEABLE LIMP. . . ALL DUE TO THE
JEEP GRAND CHEROKEE'S TRANSMISSION THAT
DOES NOT ACCURATELY INDICATE WHAT GEAR IT
IS IN! UNLESS ONE IS CONCENTRATING 100+% OF
THE TIME ON THE CONSOLE SHIFTER AND
CONSTANTLY GLANCING AT THE INDICATOR
LIGHTS ON THE VEHICLE DASHBOARD THE
DRIVER NEVER KNOWS WHAT POSITION THE
JEEP'S TRANSMISSION IS IN! THE SHIFTER ON THE

1 CONSOLE ALWAYS LOOKS EXACTLY THE SAME,
2 NO MATTER WHAT GEAR HAS SUPPOSEDLY BEEN
3 SELECTED. WE HAD NO ABSOLUTELY
4 FOREWARNING OF THE POTENTIAL
5 LIFETHREATENING PROBLEM INHERENT IN THIS
6 VEHICLE'S DESIGN, AND I CAN ONLY THANK GOD
7 THAT I'M STILL ALIVE TODAY. LAST WEEK WE
8 WERE SURPRISED TO RECEIVE WRITTEN
9 NOTIFICATION FROM FIAT CHRYSLER
10 AUTOMOBILES THAT THE COMPANY AND NHTSA
11 HAD RECALLED 2014 JEEP GRAND CHEROKEES FOR
12 THE SPECIFIC DEFECT DESCRIBED IN MY INCIDENT
13 ABOVE!. (FINALLY! VINDICATION!) THE RECALL
14 NUMBER IS SHOW BELOW, I BELIEVE. FCA
15 VEHICLE RECALL NUMBER: S27 / NHTSA 16V240

9 ON FEBRUARY 25TH, I SHIFTED MY CAR INTO PARK
10 AND WAS GETTING OUT TO LOOK AT BACK WIPER
11 WHICH SEEMED TO BE STUCK. I HAD LEFT THE
12 CAR RUNNING. THE CAR TOOK OFF IN GEAR AND
13 CAUSED ME TO FALL AND BREAK MY ANKLE IN
14 AN OPEN COMPOUND FRACTURE THAT REQUIRED
15 HOSPITALIZATION AND SURGERY. MY JEEP ENDED
16 UP HITTING A PARKED GARBAGE TRUCK AND
17 SUSTAINED ABOUT \$5000 DAMAGE. WHO KNOWS
18 WHAT MY MEDICAL BILLS WILL END UP BEING.
19 PLUS MY ANKLE MAY NEVER BE RIGHT. I WILL
20 INCLUDE A PHOTO OF MY CAR AND XRAY. IT
21 HAPPENED ON PRIVATE PROPERTY (TACO BELL
22 PARKING LOT). A POLICE OFFICER CAME AND
23 PARKED MY CAR AND CALLED AN AMBULANCE
24 BUT DID NOT MAKE A REPORT SINCE ON PRIVATE
25 PROPERTY. WE HAVE NOT HEARD FROM GARBAGE
26 TRUCK AND DOUBT IT DID ANYTHING TO IT. THE
27 CAR WAS IN PARK AND NOT SURE HOW FAST WAS
28 GOING WHEN HIT THE GARBAGE TRUCK

20 THE CONTACT OWNS A 2014 JEEP GRAND
21 CHEROKEE. AFTER SHIFTING INTO PARK AND
22 REFUELING THE VEHICLE, IT FAILED TO ENGAGE
23 INTO PARK AND STARTED TO ROLL AWAY. AS A
24 RESULT, THE VEHICLE ROLLED OVER THE DRIVER
25 AND FRACTURED 22 RIBS, THE CLAVICLE, AND AN
26 ANKLE. MEDICAL ATTENTION WAS REQUIRED. A
27 POLICE REPORT WAS FILED. THE VEHICLE WAS
28 NOT TAKEN TO THE DEALER. THE
29 MANUFACTURER WAS MADE AWARE OF THE
30 FAILURE. THE VEHICLE WAS NOT REPAIRED. THE
31 VIN AND FAILURE MILEAGE WERE UNKNOWN.

26 THE CONTACT OWNS A 2014 JEEP GRAND
27 CHEROKEE. AFTER PLACING THE VEHICLE INTO
28 THE PARK POSITION AND ATTEMPTING TO EXIT,
29 THE VEHICLE INDEPENDENTLY ROLLED BACK
30 AND CRASHED INTO A TELEPHONE POLE. THE AIR

1 BAGS DID NOT DEPLOY. A POLICE REPORT WAS
2 NOT FILED AND NO INJURIES WERE SUSTAINED.
3 THE VEHICLE WAS TAKEN TO THE DEALER WHERE
4 IT WAS DIAGNOSED THAT THE TRANSMISSION
5 SHIFTER MECHANISM FAILED. THE VEHICLE WAS
6 NOT REPAIRED. THE CONTACT MENTIONED THAT
7 THE FRONT DRIVER SIDE DOOR WAS DESTROYED.
8 THE MANUFACTURER WAS MADE AWARE OF THE
9 FAILURE. THE FAILURE MILEAGE WAS 8,944.

6 THE JEEP'S ELECTRONIC TRANSMISSION DID NOT
7 FULLY SHIFT IN TO THE "PARK" POSITION WHILE
8 STILL RUNNING. MY WIFE EXITED THE VEHICLE
9 TO TAKE OUR 3 YEAR OLD FROM THE BACK SEAT
10 AND THE JEEP BEGAN TO ROLL AWAY. SHE RAN
11 AND JUMPED IN TO THE DRIVER'S SEAT TO STOP IT
12 AND IN THE PROCESS HER FOOT SLIPPED FROM
13 THE BRAKE TO THE GAS PEDAL DRIVING THE CAR
14 INTO/THROUGH A HOUSE. SIGNIFICANT DAMAGE
15 WAS DONE TO THE VEHICLE AND THE HOME BUT
16 NO ONE WAS INJURED.

12 VEHICLE WAS PUT IN PARK. I EXITED THE CAR.
13 WIFE WAS SITTING IN CAR IN PASSENGER SEAT.
14 CAR WAS NOT MOVING. WIFE EXITED CAR TO
15 RETRIEVE ITEM FROM HOUSE. RETURNED TO FIND
16 VEHICLE DOWN THE HILL AND IN THE WOODS

15 REGARDING RECALL 16V240. I AM WRITING TO
16 ENCOURAGE NHTSA TO REQUIRE FCA TO REPLACE
17 THE ELECTRONIC SHIFT SELECTOR WITH ONE
18 THAT STAYS IN THE POSITION CORRESPONDING
19 TO THE TRANSMISSION GEAR SELECTION. MORE
20 DISPLAY WARNINGS AND PRINTED CARDS WILL
21 NOT SOLVE THE USER INTERFACE PROBLEM
22 CREATED BY THE SHIFTER MOVING BACK TO
23 CENTER REGARDLESS OF THE TRANSMISSION
24 GEAR SELECTION. ON NUMEROUS OCCASIONS, I
25 HAVE MOVED THE SHIFT SELECTOR FORWARD
26 FROM DRIVE TOWARD PARK, THINKING THAT I
27 HAD HEARD/FELT 3 CLICKS AND THAT I WAS IN
28 PARK, ONLY TO FIND THAT THE VEHICLE IS IN
REVERSE.

23 THE CONTACT OWNS A 2014 JEEP GRAND
24 CHEROKEE. THE CONTACT STATED THAT AFTER
25 SHIFTING THE VEHICLE INTO THE PARK POSITION
26 AND EXITING, THE VEHICLE INDEPENDENTLY
27 SHIFTED INTO THE DRIVE POSITION. AS A RESULT,
28 THE VEHICLE ROLLED FORWARD AND CRASHED
INTO THE CONTACTS GARAGE. A POLICE REPORT
WAS NOT FILED AND NO INJURIES WERE
REPORTED. THE VEHICLE WAS INSPECTED BY THE
MANUFACTURERS ENGINEER BUT THE FAILURE
WAS UNDETERMINED. THE MANUFACTURER WAS

1 NOTIFIED OF THE FAILURE AND THE VIN WAS
2 INCLUDED IN NHTSA CAMPAIGN NUMBER:
3 16V240000 (POWER TRAIN). THE FAILURE MILEAGE
4 WAS UNKNOWN.

5 ELECTRONIC SHIFTER DOES NOT ENGAGE IN TO
6 PARK. ON NUMEROUS OCCASIONS THE CAR HAS
7 STARTED TO ROLL WHEN I THOUGHT IT WAS IN
8 PARK. THE SHIFTER IS TERRIBLY DANGERS AND
9 CUMBERSOME TO USE CORRECTLY TO FIND
10 GEARS. THIS IS ALWAYS WHEN PARKING OR WHEN
11 STARTING UP. DANGEROUS.

12 THE CONTACT OWNS A 2014 JEEP GRAND
13 CHEROKEE. THE CONTACT STATED THAT WHILE
14 THE DRIVER LEFT THE VEHICLE RUNNING WITH
15 THE GEAR SHIFTER IN PARK, THE VEHICLE
16 ROLLED AWAY AND CRASHED INTO A PARKING
17 GARAGE. THE VEHICLE WAS TAKEN TO A DEALER
18 WHERE THE FAILURE WAS UNABLE TO BE
19 DETERMINED. THE VIN WAS NOT INCLUDED IN
20 NHTSA CAMPAIGN NUMBER: 16V240000 (POWER
21 TRAIN). THE MANUFACTURER WAS NOTIFIED OF
22 THE FAILURE. THE FAILURE MILEAGE WAS 5,514.

23 INSD PUT CAR IN PARK, WHEN EXITED VEHICLE,
24 VEHICLE ROLLED DOWN A HILL AND HIT A TREE.

25 I PARKED MY VEHICLE IN MY DRIVEWAY AND
26 EXITED THE VEHICLE TO ENTER MY HOME. I WAS
27 IN THE HOUSE FOR 5 MINUTES AND HEARD A
28 LOUD CRASH, UPON LOOKING OUT THE WINDOW
MY VEHICLE HAD COME OUT OF GEAR AND
DROVE ITSELF THROUGH MY GARAGE DOOR
DAMAGING THE DOOR, THE FRONT END OF MY
JEEP AND MY HARLEY INSIDE THE GARAGE.

MY INITIAL COMPLAINT WAS THE VEHICLE NOT
SHIFTING INTO PARK CORRECTLY WHICH I NOW
SEE FIAT CHRYSLER IS PREPARED TO ISSUE A
RECALL. HOWEVER, THE SOLUTION OFFERED IS IN
MY OPINION INSUFFICIENT. WARNINGS AS
OPPOSED TO A REAL FIX IS TOTALLY
UNACCEPTABLE AND I BELIEVE NHTSA MUST
DEMAND A REPLACEMENT OF THE ENTIRE SHIFT
MODULE.

I HAVE A 2015 JEEP GRAND CHEROKEE WITH A
MONOSTABLE GEAR SHIFTER. NUMEROUS TIMES I
HAVE HAD THE CAR GO INTO AN UNDESIRE
GEAR. ON OCTOBER 20, 2015, I DROVE THE CAR
INTO THE GARAGE TO PARK IT; I PLACED IT IN
WHAT I THOUGHT TO BE PARK, EXITED THE
VEHICLE, AND THEN THE VEHICLE (IN REVERSE)
STARTED TO DRIVE OUT OF THE GARAGE. I WAS

1 CAUGHT BETWEEN THE DOOR AND CAR AND
2 UNABLE TO GET BACK IN DUE TO THE SPEED OF
3 MOVEMENT. AS THE CAR BACKED OUT, THE DOOR
4 CAUGHT ON THE MAIN SUPPORT COLUMN TO THE
5 HOUSE AND BENT BACKWARDS; EVENTUALLY
6 THE DOOR HINGE GAVE OUT AND THE CAR
7 CLEARED THE GARAGE. ONCE IN THE DRIVEWAY
8 AND WITH THE DOOR OUT OF THE WAY, I WAS
9 ABLE TO RUN FAST ENOUGH TO GET INTO THE
10 CAR AND STOP IT BEFORE IT DROVE INTO THE
11 HOUSE ACROSS THE STREET. THE CAR HAD
12 ENOUGH SPEED TO SCREECH WHEN THE BRAKES
13 WERE APPLIED. MY SHOULDER AND ARM WERE
14 BADLY BRUISED BUT I DID NOT SEEK MEDICAL
15 ATTENTION. THE HOUSE DAMAGE WAS MOSTLY
16 MINOR; WE ARE AWAITING AN INSPECTION TO
17 VERIFY THE COLUMN'S INTEGRITY. THE CAR
18 DAMAGE WAS SUBSTANTIAL, REQUIRING A NEW
19 DOOR AND TWO NEW PANELS. MY INSURANCE
20 COMPANY, USAA, COVERED THE DAMAGE (MINUS
21 DEDUCTIBLE). MY BROTHER HAD A SIMILAR
22 EXPERIENCE IN A CHRYSLER 300 WITH THE SAME
23 SHIFTER, HE BACKED INTO ANOTHER CAR WHEN
24 HE THOUGHT THE VEHICLE WAS IN PARK. MY
25 WIFE HAS MADE THE MISTAKE ON OUR JEEP A
26 NUMBER OF TIMES AS WELL, BUT SHE HAD NOT
27 GOTTEN OUT OF THE VEHICLE COMPLETELY
28 BEFORE NOTICING THE ERROR.

ON 11/3/2015, I PUT MY CAR IN PARK, ENGINE WAS
STILL RUNNING, AND I EXITED VEHICLE.
HOWEVER, CAR DID NOT GO INTO PARK, ROLLED
FORWARD, KNOCKED ME DOWN AND ROLLED
OVER MY LEFT FOOT WITH BACK REAR TIRE. THE
PARKING GEAR DID NOT ENGAGE AND I WAS NOT
ALERTED THAT IT WAS STILL IN DRIVE. THIS
OCCURRED IN A PARKING LOT. SOMEHOW I GOT
UP, WAS ABLE TO RUN AFTER CAR AND DIVE IN
CAR AND HIT GEARSHIFT INTO NEUTRAL TO STOP
IT. I ENDURED A CRUSHED FOOT AND FOUR
MONTHS OF THERAPY. THERE WAS NOT DAMAGE
TO THE CAR NOR DID I REPORT TO POLICE.

3/7/16 CAR WAS PARKED AT WALMART PARKING
LOT, ENGINE WAS LEFT RUNNING WITH MY WIFE
IN PASSINGER SEAT. AFTER APPROX. 20 MIN. THE
CAR BEGAN TO REVERSE. CAR WENT APPROX. 60 FT
AND HIT ANOTHER PARKED CAR, MOVING IT
APPROX. 1 1/2 FT SIDWAYS. THE OTHER CAR WAS
HIT ON DRIVER SIDE BETWEEN THE DOORS. MY
WIFE ATTEMPTED TO STOP THE JEEP AFTER IT HIT
THE OTHER CAR WHILE SHE WAS STILL IN THE
PASSINGER SEAT, AND THE CAR WENT FORWARD
TO THE SAME PARKING SPOT, JUMPED 12 IN
CURB, WENT UP A THREE BERM AND STOPPED

1 WHEN IT HIT A CONCRETE BASE FOR A LIGHT
2 POLE. I'M 81 YEARS OLD AND I'VE OWNED MANY
3 CARS AND THIS IS THE WORST SHIFTING SYSTEM
4 I'VE EVER HAD. I HAVE ALSO RENTED MANY CARS
5 IN MANY COUNTRIES AND NEVER HAD A SHIFTER
6 AS BAD AS THIS JEEP. THIS JEEP IS NOT SAFE!!! FOR
7 PICTURES AND INCIDENT REPORT #1614797, CALL
8 POLICE OFFICER JENNIFER HINES #134 CITY OF
9 LOVELAND,CO, PHONE:9709622502 EXT. 1134

10 I AM PUTTING IN A COMPLAINT FOR MY 2015 JEEP
11 GRAND CHEROKEE AND THE ELECTRONIC
12 SHIFTER. ON MULTIPLE OCCASIONS, I HAVE BEEN
13 IN A SITUATION WHERE QUICKLY SELECTING
14 GEARS OR SWITCHING GEARS WAS NECESSARY IN
15 ORDER TO AVOID A HAZARDOUS SITUATION. I
16 HAVE ALSO EXPERIENCED INSTANCES WHERE I
17 THOUGHT I HAD PUT THE CAR IN PARK WHEN I
18 HAD ACTUALLY SELECTED REVERSE, BECAUSE
19 THE TACTICAL FEEDBACK OF THE SHIFTER
20 VARIES FROM TIME TO TIME, AND IS NOT
21 CONSISTENT AT ALL. I AM EXTREMELY
22 DISAPPOINTED IN THE CHOICE OF SHIFTER FOR
23 THIS VEHICLE. I HAVE HAD ABOUT 15 CARS IN MY
24 LIFE, BOTH MANUAL AND AUTOMATIC, AND THIS
25 IS BY FAR THE WORST DESIGN I'VE EVER
26 SEEN/USED. THIS IS A DANGEROUS SHIFTER AND
27 SHOULD BE COMPLETELY SWITCHED OUT FOR
28 ONE OF A DIFFERENT DESIGN. CARS SHOULD
NEVER BE ALLOWED TO USE THE MONOSTABLE
SHIFTER DESIGN. THEY ARE TERRIBLE. PLEASE
HELP FIX THIS PROBLEM BEFORE SOMEONE ELSE
GETS HURT!

D. FCA and ZF Maintain That There Is Nothing Wrong With the Defective Shifter Vehicles

29. While FCA has acknowledged it knows of 41 injuries that may be related to what it describes as a “confusing” shifter, it has stated: “the vehicles involved in these events were inspected and no evidence of equipment failure was found.”⁶

30. ZF issued a press release stating:

ZF supplies gearshift systems to automotive manufacturers according to their technical and design specifications. The manufacturer designs the integration of the gearshift system into the vehicle operating concept and develops the respective safeguard mechanisms. ZF delivered a fully functional state-of-the-art product, which was integrated into the vehicle architecture by the manufacturer. As such, ZF is

⁶ See <http://jalopnik.com/fiat-chrysler-is-recalling-1-1-million-cars-because-peo-1772561060> (last accessed on June 20, 2016).

1 unaware of any indications that claims could be made
2 against ZF in the context of the current NHTSA
3 investigations of the FCA vehicle models “2014-15 Grand
4 Cherokee; 2012-14 Charger & 300 w/3.6 l engine”.

5 31. The Defective Shifter Vehicles have been under investigation by NHTSA
6 since August 20, 2015, yet FCA concealed detailed information on the defect by
7 marking as confidential all but two pages from its owner’s manual in the presentation
8 it provided to NHTSA in response to its investigation. FCA has purposefully kept
9 consumers and its customers in the dark about the ZF Shifter defect.

10 **E. FCA Touts Safety and Design As Key Elements in Its Marketing**

11 32. As its “Mission,” FCA touts its commitment to “safety and connected
12 vehicles: with a specific focus on all aspects of safety (active, passive and
13 preventative) and on the development of efficient info-mobility systems”.

14 33. Following extensive press in 2014 and 2015 that FCA was neglecting its
15 obligations regarding safety, FCA claimed to have put “safety first”:⁷

16 At FCA, our dedication to vehicle safety is consistent with
17 our commitment to being a good corporate citizen, one that
18 judges itself not only on its ability to grow as a global
19 enterprise but also by its ability to make a positive, lasting
20 impact on our communities and on society as a whole. In
21 2015, FCA US continued to focus efforts on refining recall
22 processes and procedures and entered into a consent order
23 with the National Highway Traffic Safety Administration
24 (NHTSA) to undertake specific actions to improve its recall
25 execution. The Company also engaged an independent third-
26 party consultant to conduct a comprehensive review and
27 evaluation of existing processes and procedures for
28 compliance with the Safety Act and regulations thereunder
and to assist in the development of best practices. In
addition, as a public safety advocate, we committed our
efforts to support industry and consumer outreach and
education.

In early 2016, FCA US further reaffirmed its commitment to
vehicle safety by signing an agreement, the Proactive Safety
Principles, along with 18 other automakers, to leverage their
knowledge and collaborate to enhance safety of the traveling
public. The Principles include Enhance and Facilitate
Proactive Safety; Enhance Analysis and Examination of

⁷ <http://reports.fcagroup.com/sustainability/2015/products-and-processes/product-innovation-and-responsible-mobility/vehicle-safety#start> (accessed on June 21, 2016).

1 Early Warning Reporting Data; Maximize Safety Recall
2 Participation Rates; and Enhance Automotive Cybersecurity.

3 The FCA US Vehicle Safety and Regulatory Compliance
4 organization made important moves in 2015 to amplify our
5 commitment to safety, more than doubling the number of
6 assigned professionals. Among the organization's primary
7 activities is a substantial investment in the use of predictive
8 analytics as a tool to more quickly identify potential vehicle
9 safety issues. The organization is led by a vice president who
10 reports directly to the CEO of FCA US, ensuring a high level
11 of information flow and accountability. This structure
12 establishes a focal point for working with consumers,
13 regulatory agencies and other partners to enhance real-world
14 vehicle safety. Another important move in 2015 was the
15 announcement of the newly established position of Safety
16 Advocate. The Safety Advocate role is responsible for
17 promoting greater awareness of vehicle safety - both
18 internally with FCA US employees, and externally with
19 regulators, industry observers and trade associations. In
20 addition to highlighting the Company's vehicle safety
21 engineering achievements, the Safety Advocate will share
22 insights about proposed legislation and the evolution of the
23 vehicle safety landscape.

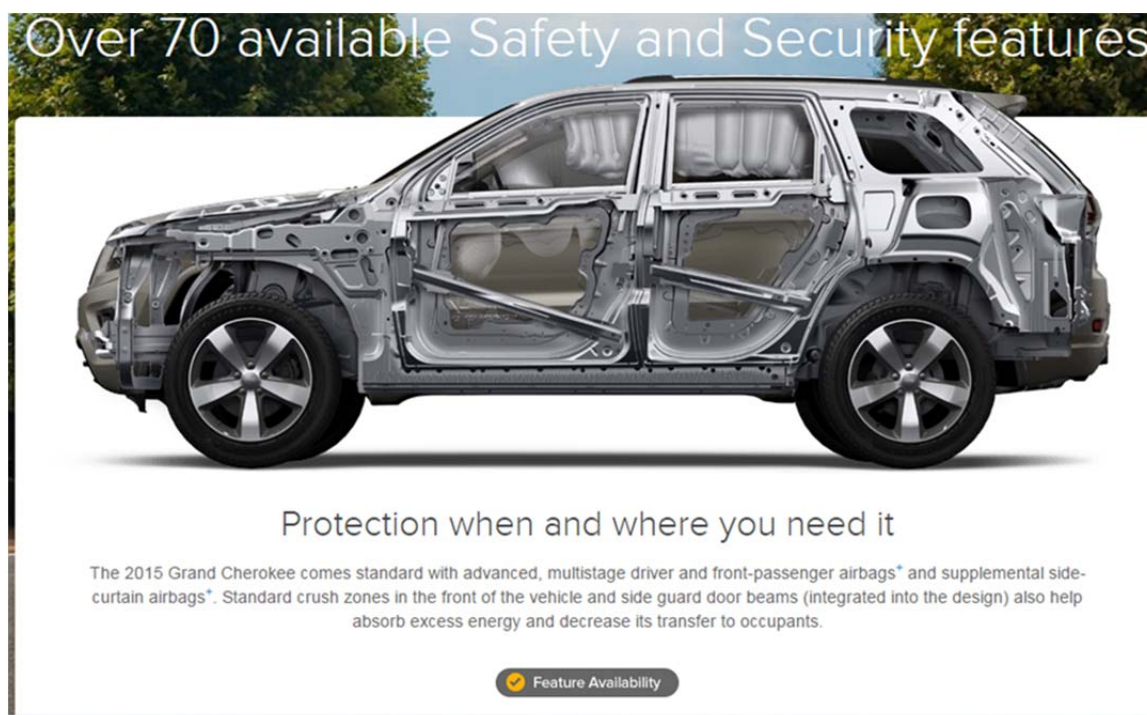
24 From a global perspective, the safety organizations in the
25 four FCA regions continuously share information and best
26 practices in order to harmonize design guidelines and
27 processes where possible, given the regulatory environment.
28 Safety design concepts are implemented from the early
phases of every new model through the release of detailed
design specifications to all the providers of subsystems for
the vehicle. Our approach recognizes that safer highways,
improved traffic management and driver education all have a
role to play in enhancing safety on the road. That is why we
strive to connect our safety efforts to a collective goal we
share with our employees, customers, dealers, suppliers, law
enforcement, regulators, researchers, educators and others
who have a stake in driver, passenger and pedestrian safety.
All share a collective responsibility to make our roads safer.

FCA's commitment to transportation safety includes
engineering active and passive features for diverse drivers
and vehicle segments. In some cases, such as restraint
systems, global regulations are very similar and we have
developed a worldwide restraint system standardization plan.
In other instances, government regulations and third-party
ratings standards vary from region to region. Even with this
variance, our safety centers continuously collaborate with
suppliers to meet internal safety standards designed to
address quality and reliability goals.

Within FCA, responsibility for safety is not limited to the
designated safety organizations, but cuts across many
departments. Numerous individuals at FCA, as well as at our

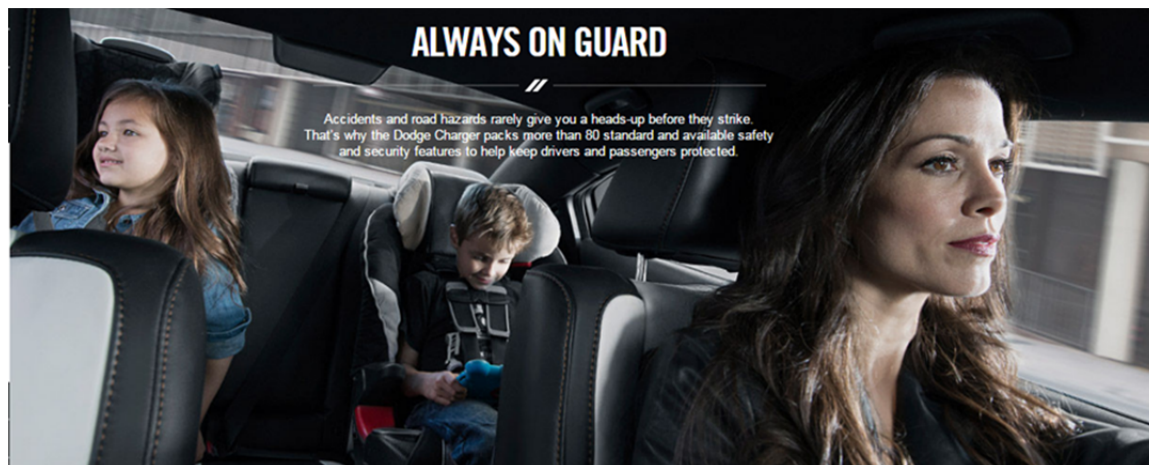
1 dealerships and within our supply chain, are engaged in
2 tracking and understanding how vehicles perform on a day-
3 to-day basis on the road. This work includes examining
4 accident data in order to understand factors that may need
5 closer investigation and understanding. Within our
6 organization, many centers of expertise contribute to the
7 technological advancement on safety issues by cooperating
8 with public institutions, suppliers, universities and other
9 organizations on research and development into innovative
10 solutions.

11 34. With respect to the Jeep Grand Cherokee, FCA advertisements include
12 the following, touting “over 70 available safety and security features”:
13



20 35. Likewise for the Dodge Charger, FCA advertises “always on guard” and
21 “safety and security are built in”:
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36. For the Chrysler 300, the message is much the same, touting “Safety you can sense”:



37. On its website, FCA states the following about the brands of the Defective Shifter Vehicles:



1 Since the company was founded in 1925, the Chrysler brand
2 has continued to delight customers with its distinctive
3 designs, craftsmanship and intuitively innovative technology
4 – all at an extraordinary value.



5
6
7 Dodge, America's mainstream performance brand, offers a
8 full range of muscle cars, compacts, minivans, crossovers
9 and SUVs. Built for top performance – from power off the
10 line to handling on corners – every Dodge delivers
11 unmatched versatility and excellent fuel efficiency.



12
13 Since 1941, the Jeep brand has continued to deliver an open
14 invitation to live life to the fullest, providing customers
15 unique, versatile and capable vehicles that provide owners a
16 sense of safety and security to handle any adventure with
17 confidence.

18 38. But despite its claim to put “safety first” and the plethora of marketing
19 and advertising by FCA touting its commitment to safety, the facts of this case speak
20 for themselves. When it placed in commerce the Defective Shifter Vehicles with
21 monostable electronic shifters and no override device, it put style and profits first, and
22 as a result there have been hundreds of accidents, dozens of injuries, and likely the
23 death of a young, talented actor.

24 **F. FCA's Delayed and Inadequate Response To the Defectively Designed ZF
25 Shifter Has Led to Hundreds of Accidents, Many Involving Serious Injury,
26 and Has Led To a Decrease in Value of the Defective Shifter Vehicles**

27 39. FCA's foot-dragging with respect to notifying its customers of the
28 dangerous ZF Shifter defect, and taking steps to correct it, is unfortunately business as
usual for FCA. As reported in the New York Times on June 21, 2016, Center for Auto
Safety Executive Director Clarence Ditlow said, “There was no sense of urgency on

1 Chrysler’s part or NHTSA’s part given the potential for death or injury.” The Times
2 points out that NHTSA “had publicly chastised the company, which acknowledged
3 delaying recalls in almost two dozen cases going back to 2013 and affecting millions
4 of vehicles.” NHTSA Head Mark Rosekind had said at the time, “[t]his represents a
5 significant failure to meet a manufacturer’s safety responsibilities.”

6 40. Chrysler promised to speed up its recalls and agreed to pay close to \$105
7 million in penalties. But this case evidences the fact that little has changed. FCA is
8 still putting profits ahead of safety.

9 41. Class members paid premiums to purchase the Defective Shifter
10 Vehicles. They paid these premiums as a result of the brand, value and safety
11 representations made by FCA. Class members were harmed from the day they drove
12 their Defective Shifter Vehicle off the lot because they did not get what they paid
13 for—a car that was well-designed and safe to operate.

14 42. In addition, following the death of actor Anton Yelchin who was crushed
15 by his roll-away 2015 Jeep Grand Cherokee, there has been widespread disclosure of
16 the design defect of the ZF Shifter in the Defective Shifter Vehicles. This press has
17 caused a sharp decrease in the value of the Defective Shifter Vehicles and may have
18 made them essentially unsalable. Each Class member therefore suffered a direct
19 pecuniary loss in the form of the decreased value of their Defective Shifter Vehicle.

20 43. The loss in value is particularly acute and affects Class members because
21 they do not want to own unsafe cars that might roll away and crush them or members
22 of their family. Safety and quality of design are at the core of FCA’s marketing efforts
23 and a driving factor in purchase decisions. Class members want to sell their Defective
24 Shifter Vehicles but they cannot without incurring substantial losses.

25 44. Moreover, many Class members purchased their vehicles with financing
26 in the form of car loans or leases. The drop in value of the Defective Shifter Vehicles
27 has caused the financing to be underwater, meaning that Class members will have to
28 pay money over and above whatever they can sell their car for.

1 45. In addition, many Class members purchased expensive extended
2 warranties for their Defective Shifter Vehicles, intending to own the vehicles for many
3 years beyond the initial warranty. However, as a result of the ZF Shifter defect, Class
4 members no longer want to own the Defective Shifter Vehicles and when they sell
5 them, in addition to losses from the cars being worth much less as a result of the
6 defect, they will lose the value of the extended warranties that they purchased.

7 46. Further compounding the harm to Class members is that as of the date of
8 this filing, FCA has provided no repair guidance directly to customers or to its dealer
9 network. Concerned owners of Defective Shifter Vehicles have been told absolutely
10 nothing about what will happen to their cars, what FCA intends to do, or what owners
11 should do. Instead, FCA has simply sent a letter to registered owners describing the
12 design defect.

13 47. As a result of FCA's unfair, deceptive, and/or fraudulent business
14 practices, and its failure to disclose that the ZF Shifter is unsafe and defectively
15 designed, owners and/or lessees of the Defective Shifter Vehicles have suffered losses
16 in money and/or property. Had Plaintiffs and Class members known of the defect at
17 the time they purchased or leased their Defective Shifter Vehicles, they would not
18 have purchased or leased those vehicles, or would have paid substantially less for the
19 vehicles than they did.

20 **VI. TOLLING OF THE STATUTE OF LIMITATIONS**

21 **A. Discovery Rule Tolling**

22 48. Class members had no way of knowing about FCA's defectively designed
23 ZF Shifters in their Defective Shifter Vehicles. As evidenced by its foot-dragging in
24 resolving the issue and implementing a fix, FCA was intent on expressly hiding its
25 behavior from regulators and consumers. This is the quintessential case for tolling.

26 49. Within the time period of any applicable statutes of limitation, Plaintiffs
27 and members of the proposed Class could not have discovered through the exercise of
28 reasonable diligence that FCA was concealing the design defect complained of herein

1 and misrepresenting the company's true position with respect to the safety qualities of
2 its vehicles.

3 50. Within the time period of any applicable statutes of limitation, Plaintiffs
4 and the other Class members could not have discovered through the exercise of
5 reasonable diligence that FCA was concealing the ZF Shifter defect.

6 51. For these reasons, all applicable statutes of limitation have been tolled by
7 operation of the discovery rule with respect to claims as to all vehicles identified
8 herein.

9 **B. Estoppel**

10 52. FCA was under a continuous duty to disclose to Plaintiffs and the other
11 Class members the true character, quality, and nature of the ZF Shifter in the vehicles
12 at issue.

13 53. FCA knowingly, affirmatively, and actively concealed the true nature,
14 quality, and character of the ZF Shifter in the vehicles at issue.

15 54. Based on the foregoing, FCA is estopped from relying on any statutes of
16 limitations in defense of this action.

17 **VII. CLASS ALLEGATIONS**

18 55. Plaintiffs bring this action pursuant to the provisions of Rules 23(a),
19 (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, on behalf of themselves and
20 the following proposed classes:

21 **Nationwide Class**

22 All persons or entities who purchased or leased a 2012-14
23 Dodge Charger, 2012-14 Chrysler 300 or 2014-15 Jeep
Grand Cherokee.

24 **California Subclass**

25 All members of the Nationwide Class who are residents of
26 California or purchased their Defective Shifter Vehicle in
California.

1 **Florida Subclass**

2 All members of the Nationwide Class who are residents of
3 Florida or purchased their Defective Shifter Vehicle in
4 Florida.

5 **Ohio Subclass**

6 All members of the Nationwide Class who are residents of
7 Ohio or purchased their Defective Shifter Vehicle in Ohio.

8 56. Excluded from the Class are FCA, its employees, co-conspirators,
9 officers, directors, legal representatives, heirs, successors, wholly- or partly-owned,
10 and its subsidiaries and affiliates, FCA dealers, Class counsel and their employees, and
11 the judicial officers and their immediate family members and associated court staff
12 assigned to this case, all persons who make a timely election to be excluded from the
13 Class, governmental entities, and the judge to whom this case is assigned and his/her
14 immediate family.

15 57. Certification of Plaintiffs' claims for class-wide treatment is appropriate
16 because Plaintiffs can prove the elements of their claims on a class-wide basis using
17 the same evidence as would be used to prove those elements in individual actions
18 alleging the same claim.

19 58. This action has been brought and may be properly maintained on behalf
20 of the Class proposed herein under Federal Rule of Civil Procedure 23.

21 59. Numerosity. Federal Rule of Civil Procedure 23(a)(1): The members of
22 the Class are so numerous and geographically dispersed that individual joinder of all
23 Class members is impracticable. There are at least 811,000 Defective Shifter Vehicles
24 that have been sold in the United States. Class members may be notified of the
25 pendency of this action by recognized, Court-approved notice dissemination methods,
26 which may include U.S. Mail, electronic mail, Internet postings, and/or published
27 notice.

28 60. Commonality and Predominance. Federal Rule of Civil Procedure
29 23(a)(2) and 23(b)(3): This action involves common questions of law and fact, which

1 predominate over any questions affecting individual Class members, including,
2 without limitation:

- 3 a. Whether FCA engaged in the conduct alleged herein;
- 4 b. Whether FCA designed, advertised, marketed,
5 distributed, leased, sold, or otherwise placed the
6 Defective Shifter Vehicles into the stream of commerce
in the United States;
- 7 c. Whether the ZF Shifter system in the Defective Shifter
8 Vehicles contains a safety defect;
- 9 d. Whether FCA knew about the defect in the ZF Shifter
and, if so, how long FCA has known of it;
- 10 e. Whether FCA designed, manufactured, marketed, and
11 distributed the Defective Shifter Vehicles with a
defective ZF Shifter;
- 12 f. Whether FCA's conduct violates consumer protection
13 statutes, false advertising laws, sales contracts, warranty
14 laws, and other laws as asserted herein;
- 15 g. Whether Plaintiffs and the other Class members overpaid
for their Defective Shifter Vehicles;
- 16 h. Whether Plaintiffs and the other Class members are
17 entitled to equitable relief, including, but not limited to,
18 restitution or injunctive relief—including a repair of the
defectively designed ZF Shifter; and
- 19 i. Whether Plaintiffs and the other Class members are
20 entitled to damages and other monetary relief and, if so,
21 in what amount.

22 61. Typicality. Federal Rule of Civil Procedure 23(a)(3): Plaintiffs' claims
23 are typical of the other Class members' claims because, among other things, all Class
24 members were comparably injured through FCA's wrongful conduct as described
25 above.

26 62. Adequacy. Federal Rule of Civil Procedure 23(a)(4): Plaintiffs are
27 adequate Class representatives because their interests do not conflict with the interests
28 of the other members of the Class they seek to represent; Plaintiffs have retained

1 counsel competent and experienced in complex class action litigation; and Plaintiffs
2 intend to prosecute this action vigorously. The interests of the Class will be fairly and
3 adequately protected by Plaintiffs and their counsel.

4 63. Declaratory and Injunctive Relief. Federal Rule of Civil Procedure
5 23(b)(2): FCA has acted or refused to act on grounds generally applicable to Plaintiffs
6 and the other members of the Class, thereby making appropriate final injunctive relief
7 and declaratory relief, as described below, with respect to the Class as a whole.

8 64. Superiority. Federal Rule of Civil Procedure 23(b)(3): A class action is
9 superior to any other available means for the fair and efficient adjudication of this
10 controversy, and no unusual difficulties are likely to be encountered in the
11 management of this class action. The damages or other financial detriment suffered
12 by Plaintiffs and the other Class members are relatively small compared to the burden
13 and expense that would be required to individually litigate their claims against FCA,
14 so it would be impracticable for the members of the Class to individually seek redress
15 for FCA's wrongful conduct. Even if Class members could afford individual
16 litigation, the court system could not. Individualized litigation creates a potential for
17 inconsistent or contradictory judgments, and increases the delay and expense to all
18 parties and the court system. By contrast, the class action device presents far fewer
19 management difficulties, and provides the benefits of single adjudication, economy of
20 scale, and comprehensive supervision by a single court.

21 **VIII. VIOLATIONS ALLEGED**

22 **A. Nationwide**

23 **COUNT I**

24 **VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT** 25 **(15 U.S.C. § 2301, *et seq.*)**

26 65. Plaintiffs reallege and incorporate by reference all paragraphs as though
27 fully set forth herein.

28 66. This claim is brought on behalf of the Nationwide Class.

1 67. Plaintiffs are “consumers” within the meaning of the Magnuson-Moss
2 Warranty Act, 15 U.S.C. § 2301(3).

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

5 69. The Defective Shifter Vehicles are “consumer products” within the
6 meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

7 70. 15 U.S.C. § 2301(d)(1) provides a cause of action for any consumer who
8 is damaged by the failure of a warrantor to comply with a written or implied warranty.

9 71. FCA’s express warranties are written warranties within the meaning of
10 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The Defective Shifter
11 Vehicles’ implied warranties are covered under 15 U.S.C. § 2301(7).

12 72. FCA breached these warranties, as described in more detail above.
13 Without limitation, the Defective Shifter Vehicles are equipped with a defective ZF
14 Shifter that does nothing of the sort and puts vehicle occupants’ safety in jeopardy.
15 The Defective Shifter Vehicles share a common design defect in that the ZF Shifter is
16 defectively designed and unsafe, contrary to FCA’s representations about its vehicles.

17 73. Plaintiffs and the other Class members have had sufficient direct dealings
18 with either FCA or its agents (*e.g.*, dealerships and technical support) to establish
19 privity of contract between FCA on one hand, and Plaintiffs and each of the other
20 Class members on the other hand. Nonetheless, privity is not required here because
21 Plaintiffs and each of the other Class members are intended third-party beneficiaries of
22 contracts between FCA and its dealers, and specifically, of FCA’s implied warranties.
23 The dealers were not intended to be the ultimate consumers of the Defective Shifter
24 Vehicles and have no rights under the warranty agreements provided with the
25 Defective Shifter Vehicles; the warranty agreements were designed for and intended to
26 benefit the consumers only.

27 74. Affording FCA a reasonable opportunity to cure its breach of written
28 warranties would be unnecessary and futile here. FCA has had over a year to provide a

1 suitable repair for the ZF Shifters and it has done nothing but send a letter to registered
2 owners of Defective Shifter Vehicles.

3 75. At the time of sale or lease of each Defective Shifter Vehicle, FCA knew,
4 should have known, or was reckless in not knowing of its misrepresentations and
5 omissions concerning the Defective Shifter Vehicles' inability to perform as
6 warranted, but nonetheless failed to rectify the situation and/or disclose the defective
7 design. Under the circumstances, the remedies available under any informal
8 settlement procedure would be inadequate and any requirement that Plaintiffs resort to
9 an informal dispute resolution procedure and/or afford FCA a reasonable opportunity
10 to cure its breach of warranties is excused and thereby deemed satisfied.

11 76. Plaintiffs and the other Class members would suffer economic hardship if
12 they returned their Defective Shifter Vehicles but did not receive the return of all
13 payments made by them. Because FCA is refusing to acknowledge any revocation of
14 acceptance and return immediately any payments made, Plaintiffs and the other Class
15 members have not re-accepted their Defective Shifter Vehicles by retaining them.

16 77. The amount in controversy of Plaintiffs' individual claims meets or
17 exceeds the sum of \$25. The amount in controversy of this action exceeds the sum of
18 \$50,000, exclusive of interest and costs, computed on the basis of all claims to be
19 determined in this lawsuit.

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

23 **B. California**

24 **COUNT I**

25 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**
26 **(CAL. BUS. & PROF. CODE § 17200, *et seq.*)**

27 79. Plaintiffs reallege and incorporate by reference all paragraphs as though
28 fully set forth herein.

1 80. Plaintiff Wall brings this Count on behalf of the California Subclass.

2 81. California's Unfair Competition Law ("UCL"), CAL. BUS. & PROF. CODE
3 § 17200, *et seq.*, proscribes acts of unfair competition, including "any unlawful, unfair
4 or fraudulent business act or practice and unfair, deceptive, untrue or misleading
5 advertising."

6 82. FCA's conduct, as described herein, was and is in violation of the UCL.
7 FCA's conduct violates the UCL in at least the following ways:

- 8 a. By knowingly and intentionally concealing from
9 Plaintiffs and the other Class members that the Defective
10 Shifter Vehicles suffer from a design defect while
11 obtaining money from Plaintiffs and the Class;
- 12 b. By marketing the Defective Shifter Vehicles as
13 possessing functional and defect-free transmission
14 systems;
- 15 c. By violating federal laws, including the Motor Vehicle
16 Safety Act and NHTSA regulations, by failing to recall
17 and repair vehicles that contain a safety defect; and
- 18 d. By violating other California laws, including California
19 laws governing false advertising and consumer
20 protection.

21 83. FCA's misrepresentations and omissions alleged herein caused Plaintiffs
22 and the other Class members to make their purchases or leases of their Defective
23 Shifter Vehicles. Absent those misrepresentations and omissions, Plaintiffs and the
24 other Class members would not have purchased or leased these vehicles, would not
25 have purchased or leased these Defective Shifter Vehicles at the prices they paid,
26 and/or would have purchased or leased less expensive alternative vehicles that did not
27 contain defective ZF Shifters.

28 84. Accordingly, Plaintiffs and the other Class members have suffered injury
in fact, including lost money or property, as a result of FCA's misrepresentations and
omissions.

1 85. Plaintiffs seek to enjoin further unlawful, unfair, and/or fraudulent acts or
2 practices by FCA under CAL. BUS. & PROF. CODE § 17200.

3 86. Plaintiffs request that this Court enter such orders or judgments as may be
4 necessary to enjoin FCA from continuing its unfair, unlawful, and/or deceptive
5 practices, and to restore to Plaintiffs and members of the Class any money it acquired
6 by unfair competition, including restitution and/or restitutionary disgorgement, as
7 provided in CAL. BUS. & PROF. CODE §§ 17203 & 3345; and for such other relief set
8 forth below.

9 **COUNT II**

10 **VIOLATION OF CALIFORNIA'S FALSE ADVERTISING LAW**
11 **(CAL. BUS. & PROF. CODE § 17500, *et seq.*)**

12 87. Plaintiffs reallege and incorporate by reference all paragraphs as though
13 fully set forth herein.

14 88. Plaintiff Wall bring this Count on behalf of the California Subclass.

15 89. CAL. BUS. & PROF. CODE § 17500 states: "It is unlawful for any . . .
16 corporation . . . with intent directly or indirectly to dispose of real or personal property
17 . . . to induce the public to enter into any obligation relating thereto, to make or
18 disseminate or cause to be made or disseminated . . . from this state before the public
19 in any state, in any newspaper or other publication, or any advertising device, . . . or in
20 any other manner or means whatever, including over the Internet, any statement . . .
21 which is untrue or misleading, and which is known, or which by the exercise of
22 reasonable care should be known, to be untrue or misleading."

23 90. FCA caused to be made or disseminated through California and the
24 United States, through advertising, marketing and other publications, statements that
25 were untrue or misleading, and which were known, or which by the exercise of
26 reasonable care should have been known to FCA, to be untrue and misleading to
27 consumers, including Plaintiffs and the other Class members.
28

1 91. FCA has violated CAL. BUS. & PROF. CODE § 17500 because the
2 misrepresentations and omissions regarding the safety, reliability, and functionality of
3 Defective Shifter Vehicles, as set forth in this Complaint, were material and likely to
4 deceive a reasonable consumer.

5 92. Plaintiffs and the other Class members have suffered an injury in fact,
6 including the loss of money or property, as a result of FCA's unfair, unlawful, and/or
7 deceptive practices. In purchasing or leasing their Defective Shifter Vehicles,
8 Plaintiffs and the other Class members relied on the misrepresentations and/or
9 omissions of FCA with respect to the safety, performance, and reliability of the
10 Defective Shifter Vehicles. FCA's representations turned out not to be true because
11 the Defective Shifter Vehicles are distributed with defectively designed ZF Shifters,
12 rendering essential vehicle functions inoperative. Had Plaintiffs and the other Class
13 members known this, they would not have purchased or leased their Defective Shifter
14 Vehicles and/or paid as much for them. Accordingly, Plaintiffs and the other Class
15 members overpaid for their Defective Shifter Vehicles and did not receive the benefit
16 of their bargain.

17 93. All of the wrongful conduct alleged herein occurred, and continues to
18 occur, in the conduct of FCA's business. FCA's wrongful conduct is part of a pattern
19 or generalized course of conduct that is still perpetuated and repeated, both in the state
20 of California and nationwide.

21 94. Plaintiffs, individually and on behalf of the other Class members, request
22 that this Court enter such orders or judgments as may be necessary to enjoin FCA
23 from continuing their unfair, unlawful, and/or deceptive practices and to restore to
24 Plaintiffs and the other Class members any money FCA acquired by unfair
25 competition, including restitution and/or restitutionary disgorgement, and for such
26 other relief set forth below.

27
28

COUNT III

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(CAL. COM. CODE § 2314)**

95. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

96. Plaintiff Wall brings this Count on behalf of the California Subclass.

97. FCA is and was at all relevant times a merchant with respect to motor vehicles under CAL. COM. CODE § 2014.

98. A warranty that the Defective Shifter Vehicles were in merchantable condition is implied by law in the instant transactions, pursuant to CAL. COM. CODE § 2314. These Defective Shifter Vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Defective Shifter Vehicles are inherently defective in that the ZF shifter is unsafe, and was not adequately designed, manufactured, and tested.

99. FCA was provided notice of these issues by complaints lodged by consumers with NHTSA—which vehicle manufacturers like FCA routinely monitor—before or within a reasonable amount of time after the allegations of the Defective Shifter Vehicle defects became public.

100. As a direct and proximate result of FCA’s breach of the warranties of merchantability, Plaintiffs and the other Class members have been damaged in an amount to be proven at trial.

COUNT IV

**VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT
FOR BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(CAL. CIV. CODE §§ 1791.1 & 1792)**

101. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

102. Plaintiff Wall brings this Count on behalf of the California Subclass.

1 103. Plaintiffs and the other Class members who purchased or leased the
2 Defective Shifter Vehicles in California are “buyers” within the meaning of CAL. CIV.
3 CODE § 1791(b).

4 104. The Defective Shifter Vehicles are “consumer goods” within the meaning
5 of CAL. CIV. CODE § 1791(a).

6 105. FCA is a “manufacturer” of the Defective Shifter Vehicles within the
7 meaning of CAL. CIV. CODE § 1791(j).

8 106. FCA impliedly warranted to Plaintiffs and the other Class members that
9 its Defective Shifter Vehicles were “merchantable” within the meaning of CAL. CIV.
10 CODE §§ 1791.1(a) & 1792; however, the Defective Shifter Vehicles do not have the
11 quality that a buyer would reasonably expect.

12 107. CAL. CIV. CODE § 1791.1(a) states:

13 “Implied warranty of merchantability” or “implied warranty
14 that goods are merchantable” means that the consumer goods
 meet each of the following:

- 15 (1) Pass without objection in the trade under the contract
16 description.
- 17 (2) Are fit for the ordinary purposes for which such goods
18 are used.
- 19 (3) Are adequately contained, packaged, and labeled.
- 20 (4) Conform to the promises or affirmations of fact made
21 on the container or label.

22 108. The Defective Shifter Vehicles would not pass without objection in the
23 automotive trade because of the defects in the Defective Shifter Vehicles’ ZF Shifter.
24 Specifically, the ZF Shifter is monostable, yet does not have a safety override that
25 automatically puts the car in “park” if the driver’s door is opened and the foot brake
26 released. In addition, the ZF shifter was not adequately designed, manufactured, and
27 tested.

28 109. Because of the defects in the Defective Shifter Vehicles’ ZF Shifter, they
are not in merchantable condition and thus not fit for ordinary purposes.

1 those misrepresentations and omissions, Plaintiffs and the other Class members would
2 not have purchased or leased these Defective Shifter Vehicles, would not have
3 purchased or leased these Defective Shifter Vehicles at the prices they paid, and/or
4 would have purchased or leased less expensive alternative vehicles that did not contain
5 a defective ZF Shifter. Accordingly, Plaintiffs and the other Class members overpaid
6 for their Defective Shifter Vehicles and did not receive the benefit of their bargain.

7 118. Each and every sale or lease of a Defective Shifter Vehicle by an
8 authorized FCA dealer constitutes a contract between FCA and the purchaser or
9 lessee. FCA breached these contracts by selling or leasing Plaintiffs and the other
10 Class members Defective Shifter Vehicles and by misrepresenting or failing to
11 disclose the existence of the defective design, including information known to FCA,
12 rendering each Defective Shifter Vehicle less safe, and thus less valuable, than
13 vehicles not equipped with a ZF Shifter.

14 119. As a direct and proximate result of FCA's breach of contract, Plaintiffs
15 and the Class have been damaged in an amount to be proven at trial, which shall
16 include, but is not limited to, all compensatory damages, incidental and consequential
17 damages, and other damages allowed by law.

18 **COUNT VI**

19 **EXEMPLARY DAMAGES** 20 **(CAL. CIV. CODE § 3294)**

21 120. Plaintiffs reallege and incorporate by reference all paragraphs as though
22 fully set forth herein.

23 121. Plaintiff Wall bring this Count on behalf of the California Subclass.

24 122. FCA's conduct was knowing and malicious and caused significant harm.
25 FCA has been repeatedly warned by NHTSA, and has paid a fine exceeding \$105
26 million for its failure to timely disclose, recall and repair dangerous defects in its
27 automobiles. Yet in this case, FCA has again dragged its feet, leading to hundreds of
28 accidents, dozens of injuries, and at least one death.

1 123. FCA intentionally designed, manufactured, and sold cars equipped with
2 defective ZF Shifters. And it falsely advertised and represented to California and
3 federal authorities that the Defective Shifter Vehicles were and are safe to operate.

4 124. For at least a year, FCA knowingly continued to sell the Defective Shifter
5 Vehicles with the ZF Shifter in order to increase sales. This deception jeopardized the
6 safety of drivers of the Defective Shifter Vehicles and other drivers on the roads of
7 California.

8 125. FCA's intentional deception, intentional foot-dragging on instituting a
9 repair, and the safety-critical impact of its defective ZF Shifters, warrant exemplary
10 damages for the sake of example and by way of punishing the Defendant.

11 **C. Florida**

12 **COUNT I**

13 **VIOLATION OF FLORIDA'S UNFAIR &**
14 **DECEPTIVE TRADE PRACTICES ACT**
(FLA. STAT. § 501.201, *et seq.*)

15 126. Plaintiffs reallege and incorporate by reference all paragraphs as though
16 fully set forth herein.

17 127. Plaintiff Justine Andollo brings this Count on behalf of herself and the
18 Florida Class.

19 128. Plaintiffs and Class members are "consumers" within the meaning of the
20 Florida Unfair and Deceptive Trade Practices Act ("FUDTPA"), FLA. STAT.
21 § 501.203(7).

22 129. FCA engaged in "trade or commerce" within the meaning of FLA. STAT.
23 § 501.203(8).

24 130. The FUDTPA prohibits "[u]nfair methods of competition,
25 unconscionable acts or practices, and unfair or deceptive acts or practices in the
26 conduct of any trade or commerce." FLA. STAT. § 501.204(1).

27 131. In the course of its business, FCA willfully failed to disclose and actively
28 concealed the defective ZF Shifter discussed herein and otherwise engaged in

1 activities with a tendency or capacity to deceive. FCA also engaged in unlawful trade
2 practices by employing deception, deceptive acts or practices, fraud,
3 misrepresentations, or concealment, suppression, or omission of any material fact with
4 intent that others rely upon such concealment, suppression, or omission, in connection
5 with the sale of the Defective Shifter Vehicles.

6 132. FCA knew it had installed a defectively designed ZF shifter and knew
7 that the ZF shifter was not safe, as advertised, and had no override system to prevent
8 roll-away incidents, even though its competitors used such override systems. FCA
9 knew this for at least two years, but concealed all of that information.

10 133. FCA was also aware that it valued profits over safety, and that it was
11 manufacturing, selling, and distributing vehicles throughout the United States that did
12 not perform as advertised and jeopardized the safety of the vehicle's occupants. FCA
13 concealed this information as well.

14 134. By failing to disclose that the defectively designed ZF Shifter was not
15 safe and had no safety override, by marketing its vehicles as safe, reliable, and of high
16 quality, and by presenting itself as a reputable manufacturer that valued safety and
17 stood behind its vehicles after they were sold, FCA engaged in deceptive business
18 practices in violation of the FUDTPA.

19 135. FCA's unfair or deceptive acts or practices were likely to and did in fact
20 deceive reasonable consumers, including Plaintiffs and the other Class members,
21 about the true performance of the Defective Shifter Vehicles, the quality of the FCA
22 brand, the devaluing of safety and performance at FCA, and the true value of the
23 Defective Shifter Vehicles.

24 136. FCA intentionally and knowingly misrepresented material facts regarding
25 the Defective Shifter Vehicles with an intent to mislead Plaintiffs and the Florida
26 Class.

27 137. FCA knew or should have known that its conduct violated the FUDTPA.
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1 138. As alleged above, FCA made material statements about the safety and
2 utility of the Defective Shifter Vehicles and the FCA brand that were either false or
3 misleading.

4 139. FCA owed Plaintiffs a duty to disclose the true safety, performance, and
5 reliability of the Defective Shifter Vehicles, and the devaluing of safety and
6 performance at FCA, because FCA:

- 7 a. Possessed exclusive knowledge that it valued profits
8 and cost-cutting over safety and performance, and that
9 it was manufacturing, selling, and distributing vehicles
10 throughout the United States that included a
11 defectively designed ZF Shifter and did not perform as
12 advertised;
- 13 b. Intentionally concealed the foregoing from Plaintiffs
14 and the Class; and/or
- 15 c. Made incomplete representations about the safety and
16 performance of the Defective Shifter Vehicles
17 generally, and the defective ZF Shifter in particular,
18 while purposefully withholding material facts from
19 Plaintiffs and the Class that contradicted these
20 representations.

21 140. Because FCA fraudulently concealed the defectively designed ZF Shifter
22 and the true performance of cars equipped with the ZF Shifter, resulting in a raft of
23 negative publicity once the defects finally began to be disclosed, the value of the
24 Defective Shifter Vehicles has greatly diminished. In light of the stigma attached to
25 those vehicles by FCA's conduct, they are now worth significantly less than they
26 otherwise would be.

27 141. FCA's fraudulent use of the defectively designed ZF Shifter and the true
28 performance of the Defective Shifter Vehicles were material to Plaintiffs and the
Florida Class. A vehicle made by a reputable manufacturer of safe, high-performing
vehicles is safer and worth more than an otherwise comparable vehicle made by a
disreputable manufacturer of unsafe, vehicles that conceals defects rather than
promptly remedying them.

1 150. FCA is and was at all relevant times a merchant with respect to motor
2 vehicles.

3 151. In connection with the purchase or lease of each one of its new vehicles,
4 FCA provides an express New Vehicle Limited Warranty (“NVLW”) for a period of
5 three years or 36,000 miles, whichever occurs first. This NVLW exists to cover
6 “defect in materials or workmanship.” FCA also provides a powertrain limited
7 warranty that covers the engine and transmission, including the shifter assembly for
8 five years or 100,000 miles, whichever occurs first, for the Defective Shifter Vehicles
9 (FCA has since the 2016 model year reduced its powertrain warranty to five years or
10 60,000 miles).

11 152. As a manufacturer of light-duty vehicles, FCA was required to provide
12 these warranties to purchasers of the Defective Shifter Vehicles.

13 153. FCA’s warranties formed the basis of the bargain that was reached when
14 Plaintiffs and other Class members purchased or leased their Defective Shifter
15 Vehicles equipped with the defectively designed ZF Shifter.

16 154. Plaintiffs and the Class members experienced defects within the warranty
17 period. Despite the existence of warranties, FCA failed to inform Plaintiffs and Class
18 members that the Defective Shifter Vehicles were defectively designed, and failed to
19 fix the defectively designed ZF shifter free of charge.

20 155. FCA breached the express warranty promising to repair and correct a
21 manufacturing defect or materials or workmanship of any part supplied by FCA. FCA
22 has not repaired or adjusted, and has been unable to repair or adjust, the Defective
23 Shifter Vehicles’ materials and workmanship defects.

24 156. Affording FCA a reasonable opportunity to cure its breach of written
25 warranties would be unnecessary and futile here.

26 157. Furthermore, the limited warranty promising to repair and/or correct a
27 manufacturing defect fails in its essential purpose because the contractual remedy is
28 insufficient to make Plaintiffs and Class members whole and because FCA has failed

1 and/or has refused to adequately provide the promised remedies within a reasonable
2 time.

3 158. Accordingly, recovery by Plaintiffs and the other Class members is not
4 limited to the limited warranty promising to repair and/or correct a manufacturing
5 defect, and Plaintiff, individually and on behalf of the other Class members, seeks all
6 remedies as allowed by law.

7 159. Also, as alleged in more detail herein, at the time FCA warranted and
8 sold the Defective Shifter Vehicles, it knew that the Defective Shifter Vehicles did not
9 conform to FCA's warranties and were inherently defective and FCA wrongfully and
10 fraudulently concealed material facts regarding its Defective Shifter Vehicles.
11 Plaintiffs and the other Class members were therefore induced to purchase or lease the
12 Defective Shifter Vehicles under false and/or fraudulent pretenses.

13 160. Moreover, many of the injuries flowing from the Defective Shifter
14 Vehicles cannot be resolved through the limited remedy of "replacements or
15 adjustments," as many incidental and consequential damages have already been
16 suffered due to FCA's fraudulent conduct as alleged herein, and due to its failure
17 and/or continued failure to provide such limited remedy within a reasonable time, and
18 any limitation on Plaintiffs' and the other Class members' remedies would be
19 insufficient to make Plaintiffs and the other Class members whole.

20 161. FCA was provided notice of these issues by numerous complaints filed
21 against it, including those submitted to NHTSA and the instant Complaint, within a
22 reasonable amount of time after the defect was discovered.

23 162. As a direct and proximate result of FCA's breach of express warranties,
24 Plaintiffs and the other Class members have been damaged in an amount to be
25 determined at trial.

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COUNT III

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(FLA. STAT. § 672.314)**

163. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

164. Plaintiff Justine Andollo brings this Count on behalf of herself and the Florida Class.

165. FCA is and was at all relevant times a merchant with respect to motor vehicles.

166. A warranty that the Defective Shifter Vehicles were in merchantable condition is implied by law in the instant transactions. These Defective Shifter Vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Defective Shifter Vehicles are inherently defective in that the ZF Shifter was not adequately designed, manufactured, and tested.

167. FCA was provided notice of these issues by complaints lodged by consumers with NHTSA—which vehicle manufacturers like FCA routinely monitor—before or within a reasonable amount of time after the allegations of the Defective Shifter Vehicle defects became public.

168. As a direct and proximate result of FCA’s breach of the warranties of merchantability, Plaintiffs and the other Class members have been damaged in an amount to be proven at trial.

COUNT IV

**BREACH OF CONTRACT
(Based on Florida Law)**

169. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

170. Plaintiff Justine Andollo brings this Count on behalf of herself and the Florida Class.

1 177. FCA has benefitted from selling and leasing defective cars whose value
2 was artificially inflated by FCA's concealment of the defective ZF Shifter at a profit,
3 and Plaintiffs and the Class have overpaid for the cars and been forced to pay other
4 costs.

5 178. Thus, all Florida Class members conferred a benefit on FCA.

6 179. It is inequitable for FCA to retain these benefits.

7 180. Plaintiffs and the Class were not aware of the true facts about the
8 Defective Shifter Vehicles, and did not benefit from FCA's conduct.

9 181. FCA knowingly accepted the benefits of its unjust conduct.

10 182. As a result of FCA's conduct, the amount of its unjust enrichment should
11 be disgorged, in an amount according to proof.

12 **D. Ohio**

13 **COUNT I**

14 **VIOLATIONS OF THE CONSUMER SALES PRACTICES ACT**
15 **(OHIO REV. CODE § 1345.01, *et seq.*)**

16 183. Plaintiffs reallege and incorporate by reference all paragraphs as though
17 fully set forth herein.

18 184. Plaintiffs Danielle and Joby Hackett bring this Count on behalf of
19 themselves and the Ohio Class.

20 185. Plaintiffs and the other Ohio Subclass members are "consumers" as
21 defined by the Ohio Consumer Sales Practices Act, Ohio Rev. Code § 1345.01
22 ("OCSPA"). FCA is a "supplier" as defined by the OCSPA. Plaintiffs' and the other
23 Ohio Subclass members' purchases or leases of the Defective Shifter Vehicles were
24 "consumer transactions" as defined by the OCSPA.

25 186. By willfully failing to disclose and actively concealing the defective ZF
26 Shifter, FCA engaged in deceptive business practices prohibited by the OCSPA,
27 including (1) representing that the Defective Shifter Vehicles have characteristics,
28 uses, benefits, and qualities which they do not have, (2) representing that the Defective

1 Shifter Vehicles are of a particular standard, quality, and grade when they are not, (3)
2 advertising the Defective Shifter Vehicles with the intent not to sell them as
3 advertised, and (4) engaging in acts or practices which are otherwise unfair,
4 misleading, false, or deceptive to the consumer.

5 187. In the course of its business, FCA willfully failed to disclose and actively
6 concealed the defective ZF Shifter discussed herein and otherwise engaged in
7 activities with a tendency or capacity to deceive. FCA also engaged in unlawful trade
8 practices by employing deception, deceptive acts or practices, fraud,
9 misrepresentations, or concealment, suppression, or omission of any material fact with
10 intent that others rely upon such concealment, suppression, or omission, in connection
11 with the sale of the Defective Shifter Vehicles.

12 188. FCA knew it had installed a defective ZF Shifter and knew that the ZF
13 Shifter did not operate safely, as advertised. FCA knew this for at least two years, but
14 concealed all of that information.

15 189. FCA was also aware that it valued profits over safety, and that it was
16 manufacturing, selling, and distributing vehicles throughout the United States that did
17 not perform as advertised and jeopardized the safety of the vehicle's occupants. FCA
18 concealed this information as well.

19 190. By failing to disclose that the defective ZF Shifter did not operate safely
20 and did not include a safety override to prevent roll-away incidents, by marketing its
21 vehicles as safe, reliable, and of high quality, and by presenting itself as a reputable
22 manufacturer that valued safety and stood behind its vehicles after they were sold,
23 FCA engaged in deceptive business practices in violation of the Ohio Consumer Sales
24 Practices Act.

25 191. FCA's unfair or deceptive acts or practices were likely to and did in fact
26 deceive reasonable consumers, including Plaintiffs and the other Class members,
27 about the true performance of the Defective Shifter Vehicle with ZF Shifter, the
28

1 quality of the FCA brand, the devaluing of safety and performance at FCA, and the
2 true value of the Defective Shifter Vehicles.

3 192. FCA intentionally and knowingly misrepresented material facts regarding
4 the Defective Shifter Vehicles with an intent to mislead Plaintiffs and the Ohio Class.

5 193. FCA knew or should have known that its conduct violated the Ohio
6 Consumer Sales Practices Act.

7 194. As alleged above, FCA made material statements about the safety and
8 utility of the Defective Shifter Vehicles and the FCA brand that were either false or
9 misleading.

10 195. FCA owed Plaintiffs a duty to disclose the true safety, performance, and
11 reliability of the Defective Shifter Vehicles, and the devaluing of safety and
12 performance at FCA, because FCA:

- 13 a. Possessed exclusive knowledge that it valued profits
14 and cost-cutting over safety and performance, and that
15 it was manufacturing, selling, and distributing vehicles
16 throughout the United States that did not perform as
17 advertised;
- 18 b. Intentionally concealed the foregoing from Plaintiffs
19 and the Class; and/or
- 20 c. Made incomplete representations about the safety and
21 performance of the Defective Shifter Vehicles
22 generally, and the defective ZF Shifter in particular,
23 while purposefully withholding material facts from
24 Plaintiffs and the Class that contradicted these
25 representations.

26 196. Because FCA fraudulently concealed the defective ZF Shifter and the true
27 performance of the Defective Shifter Vehicle with ZF Shifter, resulting in a raft of
28 negative publicity once the defects finally began to be disclosed, the value of the
Defective Shifter Vehicles has greatly diminished. In light of the stigma attached to
those vehicles by FCA's conduct, they are now worth significantly less than they
otherwise would be.

197. The Ohio Attorney General has made available for public inspection prior
state court decisions which have held that the acts and omissions of FCA in this

1 Complaint, including, but not limited to, the failure to honor both implied warranties
2 and express warranties, the making and distribution of false, deceptive, and/or
3 misleading representations, and the concealment and/or non-disclosure of a dangerous
4 defect, constitute deceptive sales practices in violation of the OCSPA. These cases
5 include, but are not limited to, the following:

- 6 a. *Mason v. Mercedes Benz USA, LLC* (OPIF #10002382);
- 7 b. *State ex rel. Betty D. Montgomery v. Volkswagen Motor Co.* (OPIF
8 #10002123);
- 9 c. *State ex rel. Betty D. Montgomery v. Bridgestone/Firestone, Inc.*
10 (OPIF #10002025);
- 11 d. *Bellinger v. Hewlett-Packard Co.*, No. 20744, 2002 Ohio App.
12 LEXIS 1573 (Ohio Ct. App. Apr. 10, 2002) (OPIF #10002077);
- 13 e. *Borror v. MarineMax of Ohio*, No. OT-06-010, 2007 Ohio App.
14 LEXIS 525 (Ohio Ct. App. Feb. 9, 2007) (OPIF #10002388);
- 15 f. *State ex rel. Jim Petro v. Craftmatic Organization, Inc.* (OPIF
16 #10002347);
- 17 g. *Mark J. Craw Volkswagen, et al. v. Joseph Airport Toyota, Inc.*
18 (OPIF #10001586);
- 19 h. *State ex rel. William J. Brown v. Harold Lyons, et al.* (OPIF
20 #10000304);
- 21 i. *Brinkman v. Mazda Motor of America, Inc.* (OPIF #10001427);
- 22 j. *Khouri v. Don Lewis* (OPIF #100001995);
- 23 k. *Mosley v. Performance Mitsubishi aka Automanage* (OPIF
24 #10001326);
- 25 l. *Walls v. Harry Williams dba Butch's Auto Sales* (OPIF
26 #10001524); and
- 27 m. *Brown v. Spears* (OPIF #10000403).

28 198. As a result of its violations of the OCSPA, as detailed above, FCA caused
actual damage to Plaintiffs and, if not stopped, will continue to harm Plaintiffs.
Plaintiffs currently own or lease, or within the class period have owned or leased, a
Defective Shifter Vehicle that is defective. Defects associated with the ZF Shifter
have caused the value of the Defective Shifter Vehicles to decrease.

1 207. Plaintiffs and the Class members experienced defects within the warranty
2 period. Despite the existence of warranties, FCA failed to inform Plaintiffs and Class
3 members that the Defective Shifter Vehicles were defectively designed, and failed to
4 fix the defective ZF Shifter free of charge.

5 208. FCA breached the express warranty promising to repair and correct a
6 manufacturing defect or materials or workmanship of any part supplied by FCA. FCA
7 has not repaired or adjusted, and has been unable to repair or adjust, the Defective
8 Shifter Vehicles' materials and workmanship defects.

9 209. Affording FCA a reasonable opportunity to cure its breach of written
10 warranties would be unnecessary and futile here.

11 210. Furthermore, the limited warranty promising to repair and/or correct a
12 manufacturing defect fails in its essential purpose because the contractual remedy is
13 insufficient to make Plaintiffs and the other Class members whole and because FCA
14 has failed and/or has refused to adequately provide the promised remedies within a
15 reasonable time.

16 211. Accordingly, recovery by Plaintiffs and the other Class members is not
17 limited to the limited warranty promising to repair and/or correct a manufacturing
18 defect, and Plaintiffs, individually and on behalf of the other Class members, seek all
19 remedies as allowed by law.

20 212. Also, as alleged in more detail herein, at the time FCA warranted and
21 sold the Defective Shifter Vehicles, it knew that the Defective Shifter Vehicles did not
22 conform to FCA's warranties and were inherently defective and FCA wrongfully and
23 fraudulently concealed material facts regarding its Defective Shifter Vehicles.
24 Plaintiffs and the other Class members were therefore induced to purchase or lease the
25 Defective Shifter Vehicles under false and/or fraudulent pretenses.

26 213. Moreover, many of the injuries flowing from the Defective Shifter
27 Vehicles cannot be resolved through the limited remedy of "replacements or
28 adjustments," as many incidental and consequential damages have already been

1 suffered due to FCA's fraudulent conduct as alleged herein, and due to its failure
2 and/or continued failure to provide such limited remedy within a reasonable time, and
3 any limitation on Plaintiffs' and the other Class members' remedies would be
4 insufficient to make Plaintiffs and the other Class members whole.

5 214. FCA was provided notice of these issues by numerous complaints filed
6 against it, including complaints to NHTSA and the instant Complaint, within a
7 reasonable amount of time after the defect was discovered.

8 215. As a direct and proximate result of FCA's breach of express warranties,
9 Plaintiffs and the other Class members have been damaged in an amount to be
10 determined at trial.

11 **COUNT III**

12 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY** 13 **(OHIO REV. CODE § 1302.27 (U.C.C. § 2-314))**

14 216. Plaintiffs reallege and incorporate by reference all paragraphs as though
15 fully set forth herein.

16 217. Plaintiffs Danielle and Joby Hackett bring this Count on behalf of
17 themselves and the Ohio Class.

18 218. FCA is and was at all relevant times a merchant with respect to motor
19 vehicles.

20 219. A warranty that the Defective Shifter Vehicles were in merchantable
21 condition is implied by law in the instant transactions. These Defective Shifter
22 Vehicles, when sold and at all times thereafter, were not in merchantable condition
23 and are not fit for the ordinary purpose for which cars are used. Specifically, the
24 Defective Shifter Vehicles are inherently defective in that the ZF Shifter system was
25 not adequately designed, manufactured, and tested and does not include a safety
26 override to prevent roll-away incidents.

27 220. FCA was provided notice of these issues by complaints lodged by
28 consumers with NHTSA—which vehicle manufacturers like FCA routinely monitor—

1 before or within a reasonable amount of time after the allegations of the Defective
2 Shifter Vehicle defects became public.

3 221. As a direct and proximate result of FCA's breach of the warranties of
4 merchantability, Plaintiffs and the other Class members have been damaged in an
5 amount to be proven at trial.

6 **COUNT IV**

7 **BREACH OF CONTRACT**
8 **(Based on Ohio Law)**

9 222. Plaintiffs reallege and incorporate by reference all paragraphs as though
10 fully set forth herein.

11 223. Plaintiffs Danielle and Joby Hackett bring this Count on behalf of
12 themselves and the Ohio Class.

13 224. FCA's misrepresentations and omissions alleged herein, including FCA's
14 failure to disclose a defect in the ZF Shifter, caused Plaintiffs and the other Class
15 members to make their purchases or leases of their Defective Shifter Vehicles. Absent
16 those misrepresentations and omissions, Plaintiffs and the other Class members would
17 not have purchased or leased these Defective Shifter Vehicles, would not have
18 purchased or leased these Defective Shifter Vehicles at the prices they paid, and/or
19 would have purchased or leased less expensive alternative vehicles that did not contain
20 a defective ZF Shifter. Accordingly, Plaintiffs and the other Class members overpaid
21 for their Defective Shifter Vehicles and did not receive the benefit of their bargain.

22 225. Each and every sale or lease of a Defective Shifter Vehicle by an
23 authorized FCA dealer constitutes a contract between FCA and the purchaser or
24 lessee. FCA breached these contracts by selling or leasing Plaintiffs and the other
25 Class members Defective Shifter Vehicles and by misrepresenting or failing to
26 disclose the existence of the defective design, including information known to FCA,
27 rendering each Defective Shifter Vehicle less safe, and thus less valuable, than
28 vehicles not equipped with a ZF Shifter.

1 226. As a direct and proximate result of FCA's breach of contract, Plaintiffs
2 and the Class have been damaged in an amount to be proven at trial, which shall
3 include, but is not limited to, all compensatory damages, incidental and consequential
4 damages, and other damages allowed by law.

5 **COUNT V**
6 **UNJUST ENRICHMENT**

7 227. Plaintiffs reallege and incorporate by reference all paragraphs as though
8 fully set forth herein.

9 228. Plaintiffs Danielle and Joby Hackett bring this Count on behalf of
10 themselves and the Ohio Class.

11 229. FCA has received and retained a benefit from Plaintiffs and the Class and
12 inequity has resulted.

13 230. FCA has benefitted from selling and leasing defective cars whose value
14 was artificially inflated by FCA's concealment of the defective ZF Shifter at a profit,
15 and Plaintiffs and the Class have overpaid for the cars and been forced to pay other
16 costs.

17 231. Thus, all Ohio Class members conferred a benefit on FCA.

18 232. It is inequitable for FCA to retain these benefits.

19 233. Plaintiffs were not aware of the true facts about the Defective Shifter
20 Vehicles, and did not benefit from FCA's conduct.

21 234. FCA knowingly accepted the benefits of its unjust conduct.

22 235. As a result of FCA's conduct, the amount of its unjust enrichment should
23 be disgorged, in an amount according to proof.

24 **REQUEST FOR RELIEF**

25 WHEREFORE, Plaintiffs, individually and on behalf of members of the Class,
26 respectfully request that the Court enter judgment in their favor and against Defendant,
27 as follows:
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1 A. Certification of the proposed Class, including appointment of Plaintiffs'
2 counsel as Class Counsel;

3 B. An order temporarily and permanently enjoining FCA from continuing
4 the unlawful, deceptive, fraudulent, and unfair business practices alleged in this
5 Complaint;

6 C. Injunctive relief in the form of a recall or free replacement program
7 including that FCA:

8 i. Notify owners not to drive the Defective Shifter Vehicles until
9 the ZF Shifter defect has been repaired;

10 ii. Provide replacement cars of comparable value to all owners until
11 the Defective Shifter Vehicles are repaired;

12 iii. For buyers who request it, buy the Defective Shifter Vehicles
13 back at original purchase or lease cost with no deduction for use;

14 iv. Fully disclose FCA's plans and intention with respect to the ZF
15 Shifter defect, including the engineering details of the repair and
16 a timeline for implementation;

17 D. Equitable relief in the form of buyback of the Defective Shifter Vehicles;

18 E. Costs, restitution, damages, including punitive damages, penalties, and
19 disgorgement in an amount to be determined at trial;

20 F. An order requiring FCA to pay both pre- and post-judgment interest on
21 any amounts awarded;

22 G. An award of costs and attorneys' fees; and

23 H. Such other or further relief as may be appropriate.

24 **DEMAND FOR JURY TRIAL**

25 Plaintiffs hereby demand a jury trial for all claims so triable.
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1 DATED: June 23, 2016

HAGENS BERMAN SOBOL SHAPIRO LLP

2 By /s/ Lee M. Gordon

3 Lee M. Gordon (SBN 174168)

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