

Exhibit *A*

THE LAW OFFICE OF ROBERT L. STARR

Robert L. Starr, State Bar No. 183052
robert@starrlaw.com
23901 Calabasas Road, Suite 2072
Calabasas, CA 91302
Voice: 818-225-9040
Facsimile: 818-225-9042

POMERANTZ LLP

Jordan L. Lurie, State Bar No. 130013
jllurie@pomlaw.com
Ari Y. Basser, State Bar No. 272618
abasser@pomlaw.com
1100 Glendon Avenue
15th Floor Los Angeles, CA 90024
Telephone: (310) 432-8492

Attorneys for Plaintiffs

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

EBONY THOMPSON and JUVENAL
RODRIGUEZ, on behalf of themselves
and others similarly situated,

Plaintiffs,

vs.

FCA US, LLC, and DOES 1 to 10,

Defendants.

Case No. 2:21-cv-09815 FMO (MRWx)

CLASS ACTION

**THIRD AMENDED COMPLAINT
FOR:**

**VIOLATIONS OF CALIFORNIA
BUSINESS AND PROFESSIONS
CODE SECTION 17200, *et seq.***

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

8 INTRODUCTION

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

23 2. MultiAir is a brand name for the patented electromechanical
24 actuation of the inlet valve that allows the fuel/air mix into the engine’s
25 combustion chamber. At partial load conditions and idling, the inlet valves are
26

27 ¹ Per the Parties’ Stipulation (ECF 77) and this Court’s Order (ECF 78), Plaintiff’s Second
28 Amended Complaint is amended for settlement purposes to include claims asserted in the action
Juvenal Rodriguez v. FCA US, LLC, Case No. 8:22-cv-01445-FWS-JDE, which is also pending
in this District.

1 partially opened to speed the inlet charge into the cylinders. MultiAir Actuators
2 serve the primary function of reducing emissions. When MultiAir Actuators fail to
3 work properly, the failure increases regulated emissions. It is undeniable that
4 MultiAir Actuators are emissions related parts.

5 3. Fuel Injectors are critical components of an engine's fuel delivery
6 system, responsible for spraying the precise amount of fuel into the engine's
7 combustion chamber at the right time. When a fuel injector is defective, it delivers
8 fuel in an improper manner, either resulting in a rich fuel mixture or a lean fuel
9 mixture, both of which negatively impact the engine's performance and increase
10 emissions, as follows. Fuel Injectors and their components disrupt the delicate
11 balance of air and fuel required for efficient combustion, causing the engine to
12 operate outside its ideal parameters when they fail. This leads to increased
13 emissions of regulated pollutants, including HC, CO, and NOx. It is undeniable
14 that Fuel Injectors are emissions related parts.

15 4. However, FCA has failed to provide 15-years or 150,000-miles
16 California Emissions Warranty coverage for all of the vehicles distributed by FCA
17 which are equipped with MultiAir Actuators and Fuel Injector components. As
18 explained herein, this is an unlawful and unfair business practice.

19 **BACKGROUND**

20 5. For decades, FCA has been in the business of importing and
21 distributing FCA vehicles to the State of California, with the intent to sell FCA
22 vehicles to consumers in California. As such, the FCA vehicles have been subject
23 to state and federal regulations regarding both emissions standards and regarding
24 FCA's obligations to provide consumers with warranties relating to emissions
25 parts.

26 6. California Code of Regulations sections 1962, 1962.1, 1962.2, 2035,
27 2037, and 2038, require that, for PZEV vehicles for which PZEV credits are
28 provided, all defects in materials or workmanship that would cause the vehicle's

1 on-board diagnostic malfunction indicator light to illuminate (as defined in CCR
2 section 2037), all defects in materials or workmanship that would increase
3 emissions, and all defects in materials or workmanship that would result in the
4 vehicle not being able to pass a California smog check are warranted for *15-years*
5 or *150,000-miles*, whichever occurs first (*italics added*), pursuant to the California
6 Emissions Warranty. The 15-year warranty period is reduced to 10 years or
7 150,000-miles only for “a zero-emission energy storage device used for traction
8 power (such as a battery, ultracapacitor, or other electric storage device).” The
9 Class Vehicles are all defined as PZEV vehicles pursuant to California Code of
10 Regulations 1962.1.

11 7. Pursuant to the California Code of Regulations, FCA is required to
12 cover all parts that satisfy Sections 1962, 1962.1, 1962.2, 2035, 2037, and 2038 as
13 being emissions related parts, for 15-years/150,000-miles, unless the emissions
14 part is a battery or other zero emission storage device, wherein the warranty is 10
15 years/150,000 miles.

16 8. FCA fails to comply with these statutory requirements by failing to
17 provide 15-years or 150,000-miles California Emissions Warranty coverage for
18 defective MultiAir Actuators and Fuel Injector components. MultiAir Actuators
19 and Fuel Injector components are designed to reduce vehicle emissions. When
20 MultiAir Actuators and Fuel Injector components are defective, the defect
21 increases regulated emissions, causes the malfunction indicator light/check engine
22 light to illuminate, and will cause the effected vehicle to fail a smog test. As a
23 result, defective MultiAir Actuators and Fuel Injector components should be
24 covered under the California Emissions Warranty. The Class Vehicles are defined
25 as all PZEV vehicles distributed by FCA which are equipped with MultiAir
26 Actuators and Fuel Injector components for which FCA has failed to provide 15-
27 years or 150,000-miles California Emissions Warranty coverage. Based upon this
28

1 definition, all MultiAir Actuators and Fuel Injector components installed in Class
2 Vehicles should be covered for 15-years or 150,000-miles.

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

8 10. Sections 1962, 1962.1 and 1962.2 require that, relating to Class
9 Vehicles, any warranted part, as defined by the CCR, that would cause the
10 vehicle's on-board diagnostic malfunction indicator light to illuminate, increase
11 emissions or that would result in the vehicle not being able to pass a California
12 smog check must be covered for 15-years/150,000-miles. However, FCA's
13 California Emissions Warranty for the Class Vehicles identifies only a handful of
14 emissions parts that FCA contends qualify for the California Emissions
15 Warranty's 15-year/150,000-mile warranty coverage. That list, generated by FCA,
16 for its own financial benefit to save warranty costs, is woefully inadequate and
17 incomplete and fails to identify, or provide extended warranty coverage for, *all* of
18 the emissions related parts that, in fact, qualify for extended 15-year/150,000-mile
19 coverage under Sections 1962, 1962.1 and 1962.2.

20 11. By narrowly self-defining the parts that are required to be covered
21 under the California Emissions Warranty, FCA is able to reduce the amount of
22 money that FCA spends on warranty-related repairs, knowing that most if not all
23 dealerships or consumers will not investigate or understand what components
24 should actually and correctly be covered under the California Emissions Warranty
25 as required by the California Code of Regulations.

26 12. As a result of FCA's conduct, Plaintiffs and Class members have paid
27 and are continuing to pay out of pocket for repairs that should be covered under
28 the California Emissions Warranty.

1 13. Plaintiffs' theory does not depend on the premise that CARB was
2 deceived by the information that FCA submitted, or that CARB ever expressed a
3 concern about FCA's classification of components as being covered by the
4 California Emissions Warranty. Plaintiffs are not accusing CARB of
5 mismanagement or blaming CARB for FCA's inaccuracy. FCA is alone is
6 responsible for selecting and identifying to CARB the parts that FCA has
7 unilaterally identified as being covered by the California Emissions Warranty, as
8 part of its application for vehicle certification. That list may be correct as far as it
9 goes or as far as CARB may know. But, as Plaintiffs allege, the list of parts FCA
10 submitted to CARB was incomplete, as evidenced by Plaintiffs' own experience.

11 **JURISDICTION AND VENUE**

12 14. This Court has original jurisdiction over the subject matter of this
13 action pursuant to 28 U.S.C. § 1332(d)(2)(A) because: (i) members of the Class
14 are citizens of a state different from that of FCA; and (ii) aggregating the claims of
15 individual Class members, the total matter in controversy exceeds the sum or
16 value of \$5,000,000, exclusive of interests and costs. Further, 28 U.S.C. §
17 1332(d)(5) does not apply because (i) FCA is not a state, state official, or other
18 governmental entity against whom the Court may be foreclosed from ordering
19 relief, and (ii) the number of members of the Class in the aggregate exceeds 100.

20 15. This Court has personal jurisdiction over FCA because FCA has
21 sufficient minimum contacts with California, having intentionally availed itself of
22 the California market so as to render the exercise of jurisdiction over it by this
23 District Court consistent with traditional notions of fair play and substantial
24 justice.

25 16. Venue is proper in this Court pursuant to 28 U.S.C. §1391 because
26 FCA conducts business within the State of California, has failed to designate with
27 the office of the California Secretary of State a principal place of business in
28

1 California, and a substantial part of the events giving rise to the claims alleged
2 herein occurred in this District.

3 **PARTIES**

4 17. Plaintiff Ebony Thompson (“Thompson”) is, and at all times relevant
5 hereto has been, a resident and citizen of the State of California. Plaintiff resides
6 in Los Angeles County.

7 18. Plaintiff Juvenal Rodriguez (“Rodriguez”) is, and at all times relevant
8 hereto has been, an individual. At all times relevant, Plaintiff resided in Fullerton,
9 California, in Orange County.

10 19. Defendant FCA was and is, upon information and belief, a Delaware
11 Limited Liability Company, having its principal place of business in Michigan and
12 doing business in the State of California. FCA sells Partial Zero Emissions
13 Vehicles and Hybrid Vehicles, including the Class Vehicles, in the State of
14 California. On information and belief, Defendant FCA is not a citizen of
15 California.

16 20. The true names and capacities of Defendants sued in this Complaint
17 as Does 1 through 10, inclusive, are currently unknown to Plaintiffs, and therefore
18 Plaintiffs sue such Defendants by such fictitious names. Plaintiffs are informed
19 and believes, and thereon alleges, that DOES 1 through 10 were the partners,
20 agents, owners, shareholders, managers, or employees of FCA at all relevant
21 times.

22 21. Plaintiffs are informed and believes, and on that basis allege, that
23 each of the fictitiously named Defendants was in some manner legally responsible
24 for the actionable and unlawful actions, policies and practices as alleged herein.
25 Plaintiffs will amend this Complaint to set forth the true names and capacities of
26 said Defendants, along with the appropriate charging allegations, when the same
27 have been ascertained. Each reference in this Complaint to “FCA” or “Defendant”
28 is also a reference to all Defendants sued as Does 1 through 10.

22. Plaintiffs reserve the right to expand, limit, modify, or amend these allegations at any time, based upon, *inter alia*, changing circumstances and/or new facts obtained during discovery.

SUBSTANTIVE ALLEGATIONS

23. On October 23, 2020, Plaintiff Thompson took her vehicle to Scott Robinson Chrysler Dodge Jeep Ram (“Scott Robinson”), located at 20900 Hawthorne Boulevard, Torrance, California 90503 for repairs. Thompson’s vehicle is a used, 2015 Chrysler 200, VIN 1C3CCCAB9FN571783. Plaintiff’s vehicle is and was a PZEV vehicle. At the time that Plaintiff’s vehicle was presented for repairs, the vehicle had been driven 97,200 miles. Scott Robinson is a FCA factory authorized repair facility. Thompson complained that the vehicle would crank and not start, that the vehicle would shut off while driving and that the vehicle was running rough. Scott Robinson diagnosed the vehicle as having a defective MultiAir Actuator. FCA refused to cover the repair under the California Emissions Warranty, even though the vehicle was in service less than 15-years and had been driven less than 150,000-miles. As a result, Plaintiff Thompson had to pay out of her own pocket for the repairs, at a cost of \$2,071.52.

24. Rodriguez was and is the owner of a used 2015 Chrysler 200, VIN 1C3CCCAB9FN578295 (“Rodriguez Vehicle”). The Rodriguez Vehicle was originally distributed as a new vehicle in the State of California and originally registered in the State of California. The Rodriguez Vehicle is a PZEV, as evidenced by the emissions sticker in the vehicle. The emissions sticker states that “This vehicle qualified as a PZEV.”

25. On June 16, 2022, at 130,364 miles, the Rodriguez Vehicle was presented for repairs to McPeek’s Chrysler Dodge Jeep RAM of Anaheim (“McPeek’s”), located at 1221 S Auto Center Dr, Anaheim, CA 92806. McPeek’s is an FCA certified repair facility.

1 26. Rodriguez brought the Rodriguez Vehicle in for repair because the
2 Check Engine light came on and because the Rodriguez Vehicle would not pass a
3 California emissions test.

4 27. A diagnostic scan of the vehicle by the repair facility found that the
5 P0302 OBDII fault code was triggered. The P0302 OBDII fault code indicates a
6 Cylinder 2 misfire. A misfire is a condition which causes an increase in regulated
7 emissions, as further alleged below.

8 28. The repair facility also “found injectors leaking fuel into intake when
9 not running.” This is a condition which increases regulated emissions because the
10 fuel that leaks into the intake when the engine is not running will not be properly
11 combusted, increasing fuel consumption. Furthermore, this condition is a sign of a
12 leaking injector. Leaking injectors prevent proper fuel to air mixture, increasing
13 emissions, decreasing fuel economy, reducing engine efficiency and causing the
14 illumination of the check engine light.

15 29. The fuel injector repair cost was \$1,004.17, and the repair facility
16 indicated that the repair would not be covered under warranty.

17 30. Rodriguez denied the repair and paid a \$199.00 diagnostic fee out of
18 pocket.

19 31. California Code of Regulations Sections 1962, 1962.1 and 1962.2,
20 and California Code of Regulations Section 2035, *et seq.*, California Code of
21 Regulations Section 2037, *et seq.*, and California Code of Regulations Section
22 2038, *et seq.*, establish the minimum warranty coverage that FCA is required to
23 provide to consumers relating to FCA Partial Zero Emissions Vehicles and Hybrid
24 Vehicles that FCA imports and distributes in California.

25 32. Pursuant to California Code of Regulations Section 2035, with regard
26 to 1990 and subsequent model year vehicles, a “warranted part” is defined as “any
27 part installed on a motor vehicle or motor vehicle engine by the vehicle or engine
28 manufacturer, or installed in a warranty repair, which affects any regulated

1 emission from a motor vehicle or engine which is subject to California emission
2 standards.”

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

6 (1) Designed, built, and equipped so as to conform with all
7 applicable regulations adopted by the Air Resources Board
8 pursuant to its authority in chapters 1 and 2, part 5, division 26
9 of the Health and Safety Code; and

10 (2) Free from defects in materials and workmanship which cause
11 the failure of a warranted part to be identical in all material
12 respects to the part as described in the vehicle or engine
13 manufacturer's application for certification, including any
14 defect in materials or workmanship which would cause the
15 vehicle's on-board diagnostic malfunction indicator light to
16 illuminate, for a period of three years or 50,000 miles,
17 whichever first occurs; and

18 (3) Free from defects in materials and workmanship which cause
19 the failure of a warranted part described in section (c) below
20 for seven years or 70,000 miles, whichever first occurs.”

21 34. California Code of Regulations Section 2037(c) states:

22 (1) Each manufacturer shall identify in its application for
23 certification the “high-priced” warranted parts which are:

24 (A) For 1990 through 2007 model year vehicles: [i] included
25 on the Board's “Emissions Warranty Parts List” as last
26 amended February 22, 1985, incorporated herein by
27 reference, and; [ii] have an individual replacement cost
28

1 at the time of certification exceeding the cost limit
2 defined in section (c)(3);

3 (B) For 2008 and subsequent model year vehicles: [i] subject
4 to coverage as a warranted part in section (b)(2) above,
5 and; [ii] have an individual replacement cost at the time
6 of certification exceeding the cost limit defined in
7 section (c)(3).

8 (2) The replacement cost shall be the retail cost to a vehicle owner
9 and include the cost of the part, labor, and standard diagnosis.
10 The costs shall be those of the highest-cost metropolitan area
11 of California.

12 (3) The cost limit shall be calculated using the following equation:

13
$$\text{Cost limit } \{n\} = \$300 \times (\text{CPI}\{n-2\} / 118.3)$$

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

16 35. With regard to Partial Zero Emissions Vehicles, California Code of
17 Regulations Sections 1962, 1962.1 and 1962.2 extend the performance and defects
18 warranty period set forth in subdivision 2037(b)(2) and 2038(b)(2) to 15-years or
19 150,000-miles, whichever occurs first, except that the time period is to be 10 years
20 for a zero-emission energy storage device used for traction power (such as a
21 battery, ultracapacitor, or other electric storage device). Section 1962.1(D) states,
22 in relevant part: “(D) *Extended Warranty*. Extend the performance and defects
23 warranty period set forth in subdivision 2037(b)(2) and 2038(b)(2) to 15-years or
24 150,000-miles, whichever occurs first except that the time period is to be 10 years
25 for a zero-emission energy storage device used for traction power (such as a
26 battery, ultracapacitor, or other electric storage device).”

27 36. In short, the California Code of Regulations sections 1962, 1962.1
28 and 1962.2 require that, for PZEV vehicles, all defects in materials or

workmanship that would cause the vehicle's on-board diagnostic malfunction indicator light to illuminate [as defined in the California Code of Regulations section 2037(b)], that would increase the vehicle's emissions, or that would result in the vehicle not being able to pass a California smog check are warranted for *15-years or 150,000-miles*, whichever occurs first (italics added). The 15-year warranty period is reduced to 10 years or 150,000-miles only for batteries or zero-emission energy storage devices.

37. Under Sections 1962, 1962.1, 1962.2, 2035, 2037, and 2038 of the California Code of Regulations, it is clear that the repair to Plaintiffs' vehicles should have been covered for 15-years or 150,000-miles. This is because the defect increased regulated emissions, and because the defect would have caused Plaintiffs' vehicles to fail a smog test.

38. When a part that is, or should be, covered under the California Emissions Warranty fails as described herein, it also fails to perform as described in the vehicle's application for certification under section 2037(b)(2), as further described below.

39. FCA is unilaterally limiting all of the parts that should properly be identified as covered under the California Emissions Warranty. FCA's warranty for the Class Vehicles identifies only a handful of emissions parts that FCA contends qualify for the 15-year/150,000-mile California Emissions Warranty. That list, generated by FCA for its own financial benefit, is woefully inadequate and incomplete and fails to identify, or provide extended warranty coverage for, *all* of the emissions parts that, in fact, qualify for extended 15-year/150,000-mile coverage under Sections 1962, 1962.1, 1962.2, 2035, 2037, and 2038.

40. The details of how FCA applied the California Code of Regulations formula with respect to the MultiAir Actuators and Fuel Injector components are exclusively within FCA's possession. Similarly, the information regarding what other parts satisfied the California Code of Regulations requirements but were not

1 identified by FCA as covered under the California Emissions Warranty also is in
2 the exclusive possession of FCA.

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

12 **CARB DECLARATON**

13 42. CARB has provided a Declaration from Allen Lyons, Chief of the
14 Emissions Certification and Compliance Division of CARB regarding the
15 California Emissions Warranty (the "CARB Declaration") "for the sole purpose of
16 educating the Courts about CARB's interpretation and implementation of
17 California's warranty requirements." The CARB Declaration sets forth CARB's
18 interpretation of certain of the foregoing CCR provisions, including how to define
19 a "warranted part" for purposes of the California Emissions Warranty.

20 43. The CARB Declaration states, in relevant part, that "warranted parts"
21 under the California Emissions Warranty "include any components that can or are
22 required to illuminate the OBD Malfunction Indicator Light (MIL) in the event of
23 a malfunction, even if the primary function of the component is not emission
24 control, within the warranty period. (Cal. Code Regs., tit. 13, § 2037, subd.
25 (b)(2).) The MIL is a light located on the driver's side instrument panel that, when
26 illuminated, is amber in color and displays "Check Engine/Powertrain," "Service
27 Engine/Powertrain Soon," or the International Standards Organization (ISO)
28 engine symbol; the MIL illuminates to notify the driver of detected malfunctions

1 of OBD-monitored emissions systems on the vehicle. (Cal. Code Regs., tit. 13, §
2 1968.2, subds. (a), (d)(2.1.1) & (2.2.).)”

3 44. As further alleged below, FCA has systemically failed to follow the
4 foregoing standards. FCA has engaged in a custom and practice of completely
5 disregarding its obligations under the CCRs with respect to the California
6 Emissions Warranty.

7 45. Specifically, Defendant has an obligation under the California
8 Emissions Warranty to identify all emissions-related vehicle components for
9 which there should be warranty coverage. As a custom and practice, FCA has
10 interpreted this obligation too narrowly, resulting in FCA wrongfully failing to
11 identify numerous vehicle components as emissions-related vehicle components
12 under the California Emissions Warranty, including, MultiAir Actuators and Fuel
13 Injector components.

14 46. The CARB Declaration also clarifies the standard for determining
15 whether a warranted part is emissions-related. According to CARB, as set forth
16 above, any vehicle part that causes the MIL to illuminate and/or affects regulated
17 emissions is an emissions-related part under the California Emissions Warranty
18 law. This is not the standard that FCA has been using.

19 47. Based on the CARB Declaration, FCA is required to provide
20 coverage for all components whose failure: (1) affects any regulated emission
21 from a motor vehicle; and (2) can or are required to illuminate the on-board
22 diagnostic (“OBD”) malfunction indicator light (“MIL”), even if the primary
23 function of the component is not emissions control. The MIL is a light located on
24 the driver’s side instrument panel that, when illuminated, is amber in color and
25 displays “check engine/powertrain,” “Service engine/powertrain soon,” or the
26 International Standards Organization (“ISO”) engine symbol. The California Code
27 of Regulations mandates that the purpose of the MIL is to notify the driver of
28 defective malfunctions of the OBD monitored emissions systems of the vehicle;

1 and/or failures which will cause a vehicle to fail a smog test as mandated by the
2 California Health and Safety Code.

3 48. FCA, as a matter of custom and practice, has failed to identify as
4 covered components all components which can or are required to illuminate the
5 MIL. Furthermore, FCA fails to identify all components whose failure affects a
6 regulated emission.

7 49. FCA has the ability to determine what component failures result in
8 the MIL illuminating, as described below. Furthermore, California Code of
9 Regulations Section 1968.2 specifically mandates that the MIL should not
10 illuminate unless there is an emissions-related defect, and the regulations mandate
11 that if a component's failure can or does cause the MIL to illuminate, coverage
12 under the California Emissions Warranty follows. Yet, FCA does not provide the
13 required coverage.

14 50. The CARB Declaration also repudiates any contention by MBUSA
15 that to be considered an "emission-related" component under the California
16 Emissions Warranty, the component must be part of the "emissions control
17 system."

18 **EMISSIONS-RELATED PARTS**

19 51. Plaintiffs' claims focus on the MultiAir Actuators and Fuel Injector
20 components, which are covered parts because they affect regulated emissions, as
21 described and confirmed below. The parts at issue in this case that FCA has failed,
22 and continues to fail, to cover under the California Emissions Warranty are: (1)
23 "emissions-related" parts identified on "Appendix B" to the California
24 Regulations (described below) but not covered by MBUSA under the California
25 Emissions Warranty; and (2) parts whose defects are identified with an emissions-
26 related fault code that FCA specifically reported to CARB in its "OBD2
27 Summaries" and that trigger illumination of the MIL but are not covered by FCA
28

1 under the California Emissions Warranty. FCA's failure to properly warrant these
2 specific parts undoubtedly violates the California Emissions Warranty.

3 **The MultiAir Actuator**

4 52. As set forth herein, with respect to all emissions parts that should be
5 covered under the California Emissions Warranty, 13 CCR section 2035 defines a
6 "warranted part" as any vehicle part "which affects any regulated emission from a
7 motor vehicle or engine which is subject to California emissions standards."

8 Thompson's vehicle had a defective MultiAir Actuator. The MultiAir Actuator
9 controls the function of the intake and exhaust valves in order to optimize fuel
10 efficiency and vehicle performance. The MultiAir Actuator undeniably, and by
11 FCA's own admission, affects regulated emissions and should be covered by the
12 California Emissions Warranty, yet it is not covered.

13 53. Developed by Fiat Powertrain Technologies, MultiAir was
14 introduced as being an innovative technology for electronic air intake and
15 combustion. In conventional internal combustion engines, air which is introduced
16 to the combustion chamber is controlled by valves which are opened and closed
17 by cams, which have lobes that push the valves open and closed. The cams rotate
18 based upon the rotation of the engine. In conventional engines, the valves have a
19 fixed length of travel as they open and close. A main disadvantage of the
20 conventional system is a waste of energy because the size of the combustion as
21 determined by the amount of air introduced into the combustion chamber via the
22 valves is not variable based upon things like engine load. The air introduced into
23 the combustion chamber, and combustion, are determined by the fixed opening
24 and closing travel of the valves.

25 54. MultiAir uses electro-hydraulic actuation technology in order to
26 adjust the manner in which the valves open and close, based upon driving
27 conditions. This is done using a high-pressure oil chamber placed between the
28 cam and intake valve, managed by a solenoid valve connected to an electronic

1 control unit. This allows the valve lift schedules to become extremely flexible and
2 vary according to engine air requirements. Because the valve lift schedules are
3 extremely flexible, various strategies are used to optimize combustion efficiency,
4 with remarkable benefits in terms of power, torque, fuel consumption and
5 emissions. Using MultiAir, the complete valve opening and full lift, which is the
6 only option in a conventional engine, is only used when full engine power is
7 required. Other valve opening strategies are used when less engine power is
8 needed, optimizing fuel efficiency and emissions.

9 55. Further, the MultiAir is an electronically controlled variable intake
10 valve phase and lift system. Unlike conventional intake valve phase and lift
11 system which controls all the cylinder intake valves simultaneously and in the
12 same proportion, MultiAir, through the use of an electronically controlled
13 hydraulic link between the camshaft and intake valve, allowing for each intake
14 valve to be controlled independently. The valve lift and timing can be adjusted
15 infinitely.

16 56. The MultiAir valve train has a mechanical camshaft lobe acting on a
17 hydraulic pump located between the camshaft intake lobe and the intake valve.
18 The pump provides oil under pressure to a two-way electro-hydraulic solenoid
19 valve called the Variable Valve Actuator (VVA) Solenoid. The VVA Solenoid is
20 electronically controlled during the specific intake cam lobe event by the
21 Powertrain Control Module (PCM). During the event the VVA Solenoid is
22 commanded to either hold oil pressure or bleed oil. The Variable Valve Actuator
23 (VVA) Solenoid is a normally open solenoid. The PCM provides 12 volts to close
24 the solenoid. The position of the VVA Solenoid determines the intake valve
25 timing and lift. This change on valve action is similar to creating a change in the
26 camshaft lobe profile affecting lift and duration of the valve opening.

27 57. When Fiat announced the MultiAir technology in 2009, it stated that
28 it was a “fundamental breakthrough” in engine design that will “dramatically cut

1 fuel consumption, as well as significantly boosting power and torque, cutting
2 carbon dioxide emissions by between 10 and 25 per cent, and up to a 60 per cent
3 reduction in other engine pollutants.”

4 58. Further, Fiat stated that with, MultiAir, “Fiat has dramatically
5 improved diesel engine performance, economy and emissions.” Fiat noted that
6 the benefits of MultiAir technology include: “Elimination of pumping losses
7 brings a 10 percent reduction in fuel consumption and CO2 emissions, both in
8 naturally aspirated and turbocharged engines with the same displacement;”
9 “Optimum valve control strategies during engine warm-up and internal exhaust
10 gas recirculation, realized by reopening the intake valves during the exhaust
11 stroke, result in emissions reductions ranging from 40 per cent for unburnt
12 hydrocarbons and carbon monoxide (HC/CO), and up to a 60 per cent cut in
13 oxides of nitrogen, (NOx);” and that “It can be adapted for diesel engines to
14 reduce their NOx emissions and make particulate filters significantly more
15 effective.” For the same reasons, implementation of MultiAir technology also
16 reduces fuel consumption and emissions in conventional gasoline powered
17 engines.

18 59. Fiat stated that “In short, an engine equipped with Fiat MultiAir
19 technology is more powerful, more responsive across the entire engine speed
20 range, uses considerably less fuel, and reduces all types of exhaust emissions by a
21 substantial amount. It will also assist in enabling Fiat to maintain its lead in low
22 emissions and low fuel consumption technology, which has seen Fiat crowned for
23 the past two years as the number one car maker for the lowest range-wide CO2
24 emissions.”

25 60. Fiat’s statements regarding the benefits of MultiAir with regard to
26 decreasing regulated emissions and decreasing fuel consumption are accurate,
27 measurable and significant.
28

1 61. If the MultiAir Actuator fails to work properly as described herein, it
2 increases regulated emissions. Indeed, the reason this part exists, and the primary
3 purpose of this part as described herein, is to control regulated emissions. As a
4 result, with regard to Class Vehicles, the part should be covered for 15 years or
5 150,000 miles.

6 **“Appendix B” Parts**

7 62. Similar to 13 CCR section 2035, 13 CCR Section 2601(i) states that
8 an “‘Emissions-related part’ means any vehicle part which affects any regulated
9 emissions from a vehicle that is subject to California or federal emissions
10 standards and includes, but is not limited to, those parts specified in the
11 ‘Emissions-Related Parts List,’ adopted by the State Board on November 4, 1977,
12 as last amended June 1, 1990.”

13 63. Similarly, 13 CCR Section 1900(b)(3) states that “‘Emissions-related
14 part’ means any automotive part, which affects any regulated emissions from a
15 motor vehicle which is subject to California or federal emission standards. This
16 includes, at a minimum, those parts specified in the ‘Emissions-Related Parts
17 List,’ adopted by the State Board on November 4, 1977, as last amended June 1,
18 1990.”

19 64. The “Emissions-Related Parts List” is contained at 13 CCR Appendix
20 B which states that “The following list of components are examples of emission
21 related parts as defined in Section 1900(b)(3), Chapter 3, Title 13, California Code
22 of Regulations.” Emphasis added. The Appendix B list is non-exclusive by its own
23 terms, nor could it be all-inclusive, as it could not include parts, components,
24 systems or technology developed or implemented after 1990. Therefore, as a
25 starting point, FCA is required to cover as “emissions-related” parts under the
26 California Emissions Warranty (in addition to the MultiAir Actuator), any vehicle
27 part specifically identified on Appendix B. As confirmed in the CARB
28

1 Declaration, in Appendix B, and in the Regulations, “emissions-related parts” are
2 not limited to the emissions control system only.

3 65. The MultiAir Actuator should be covered under the California
4 Emissions Warranty because this part affects regulated emissions as alleged
5 herein. It is not identified on Appendix B because this part did not exist in 1990.
6 However, valve trains, including the intake and exhaust valves as well as the
7 camshaft, are identified on Appendix B. As described above, the MultiAir
8 Actuator works as a “smart” camshaft, because it serves the same purpose of
9 opening and closing the valves, but it does so in a much more intelligent manner.

10 **Parts That Trigger OBD2 Fault Codes as Identified by FCA**

11 66. Further, on information and belief, FCA’s own documents, including
12 specifically the OBD2 Summaries discussed below submitted to CARB as part of
13 the vehicle certification process, identify the specific fault codes that directly
14 correlate with increased emissions and confirm an emissions-related defect. Also,
15 as confirmed by the OBD2 Summaries, these fault codes cause the OBDII MIL to
16 be illuminated. The fault codes identified in the OBD2 Summaries confirm that
17 there is a defect relating to an emissions related part.

18 67. As explained above, all of the Class Vehicles are equipped with an
19 OBDII onboard diagnostic system. The system uses sensors to gather data which
20 is evaluated using OBDII fault code logic. If the OBDII logic determines that the
21 data is outside of an acceptable range, a fault code is triggered, identifying a defect
22 which increases regulated emissions. When FCA seeks certification of vehicles for
23 distribution in California, FCA is required, pursuant to 13 CCR 1968.2, to provide
24 CARB with all of FCA’s OBDII fault codes and the corresponding logic.
25 Accordingly, when a part that is, or should be, covered under the California
26 Emissions Warranty fails, triggering an OBD2 fault code, it fails to perform as
27 described in the vehicle’s application for certification. The fault codes for FCA
28 vehicles are identified in a FCA document entitled “OBD2 Summary Tables” or a

1 similar document. FCA submitted OBD2 Summary Tables or similar documents
2 to CARB for every Class Vehicle and for every model year that the vehicles were
3 certified for sale in California and that are at issue in this case.

4 68. The OBD2 Summary Tables identify the Components/Systems
5 monitored by OBDII, the acceptable ranges relating to the data gathered, the
6 corresponding emissions fault codes and that the MIL will be triggered when a
7 defect is identified. The purpose of the OBDII system, as confirmed in the CCR, is
8 specifically to monitor emissions-related components. This is why FCA is
9 required to develop a compliant OBDII system which identifies emissions related
10 defects, triggering a fault code and a MIL. The fault codes are used to assist
11 technicians in repairing the vehicles, whereas the MIL is used to alert the driver of
12 a defect. This means that every defect that triggers the emissions fault codes
13 identified by FCA in the OBD2 Summary Tables and the MIL is, by definition, an
14 emissions-related defect. The OBD2 Summaries, among other documents, identify
15 the parts that have not already been identified as emissions-related parts by FCA
16 in its warranty books but which, when defective, can or do trigger an emissions
17 fault code and result in illumination of the MIL.

18 69. Therefore, in addition to the parts identified on Appendix B described
19 above, FCA is required to cover under the California Emissions Warranty any
20 defect that triggers a fault code identified by FCA in its OBD2 Summaries
21 submitted to CARB or that should properly be identified on the OBD2
22 Summaries, because such a defect affects regulated emissions.

23 70. On information and belief, a defect in the MultiAir Actuator will
24 trigger emissions fault codes in the OBD2 system and identified on the OBD2
25 Summaries, including the P106 series, which will also cause the MIL to
26 illuminate.

27 71. Furthermore, defects in the MultiAir Actuator will trigger multiple
28 P100 series fault codes and will illuminate the check engine light.

1 72. The foregoing framework and analysis addresses and precludes any
2 potential “slippery slope” argument or concern that every vehicle part could
3 potentially be “emissions-related.” This litigation is not dependent on the assertion
4 that “emissions-related parts” are defined as every part in the OBDII system.
5 Rather, this litigation asserts that, in addition to the MultiAir Actuator, there
6 should be California Emissions Warranty coverage, at the very least, for the parts,
7 components or systems identified on Appendix B and those parts whose defects
8 trigger fault codes identified on the OBD2 Summary Tables and cause the MIL to
9 be illuminated as set forth in the OBD2 Summaries. This is because said parts
10 undeniably are “emissions-related” and fail in a manner that increases regulated
11 emissions. FCA knows which fault codes these are because FCA is required to
12 provide to CARB all the fault codes that trigger a MIL and the specific emissions-
13 related conditions that trigger the fault codes as set forth in the OBD2 Summaries.
14 Further, as confirmed in the CARB Declaration, emissions-related parts include
15 any components that “can” or are required to illuminate the MIL in the event of a
16 malfunction, even if the primary function of the component is not emissions
17 control.

18 73. Accordingly, to address emissions-related coverage issues with
19 respect to all emissions-related fault codes in the Class Vehicles at issue in this
20 action and as currently identified by FCA in the OBD2 Summaries that FCA
21 provided to CARB, FCA is required to cover, under the California Emissions
22 Warranty, any defects that trigger a fault code identified by FCA in the OBD2
23 Summary Tables for each Class Vehicle.

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

26 75. Plaintiffs and other Class members have suffered damage as a result
27 of FCA’s wrongful, unfair, and unlawful conduct.
28

1 76. Plaintiffs' action seeks primarily injunctive relief and declaratory
2 relief compelling FCA to properly and fully identify that MultiAir Actuators and
3 other emissions-related parts described herein that should be covered by the
4 California Emissions Warranty and identify the correct warranty period for those
5 parts. The recovery of out of pocket expenses is restitution, not damages, and is
6 ancillary to Plaintiffs' primary goal of obtaining declaratory relief and/or requiring
7 Defendant to properly and fully comply with the California Emissions Warranty
8 as described herein.

9 **ADDITIONAL ALLEGATIONS**
10 **REGARDING THE MULTIAIR ACTUATOR**

11 77. MultiAir is a brand name for the patented hydraulically
12 actuated variable valve timing and variable valve lift engine technology enabling
13 "cylinder by cylinder, stroke by stroke" control of intake air directly via a gasoline
14 engine's inlet valves. The technology bypasses a primary engine inefficiency:
15 pumping losses caused by a restriction of the intake passage by the throttle plate
16 used to regulate air feeding the cylinders.

17 78. MultiAir was launched in 2009, employing a proprietary electro-
18 hydraulic system to precisely control air intake without a throttle valve, in order to
19 increase engine power and torque, reduce fuel consumption, reduce emissions, and
20 improve engine operation. The technology allows engines to be lighter and smaller
21 while reducing pumping losses and can be adapted to existing engines by
22 replacing the camshaft with the MultiAir system, thus requiring a new head only.

23 79. Sections 1962, 1962.1 and 1962.2 provide that the warranty period
24 for emissions-related parts in PZEV vehicles is extended from 3 years or 50,000 to
25 15 years or 150,000 miles.

26 80. A PZEV vehicle meets very stringent emissions standards and has
27 extended warranties on emissions-related parts. PZEVs provide benefits to the
28 originating auto manufacturer in the form of ZEV credits. Auto manufacturers

1 must have a certain number of ZEV credits based on the number of vehicles they
2 sell annually in California. Without ZEV credits, automakers cannot sell in
3 California or they must pay a penalty. Automakers with excess credits can sell
4 them. In order to qualify for ZEV credits for the vehicles for which a vehicle
5 manufacturer seeks credit, the manufacturer is required to extend the California
6 Emissions Warranty for “warranted parts” installed in PZEV vehicles.

7 81. As described above, the MultiAir Actuator is a warranted part under
8 Section 2035(c)(2)(3)(b) which states, in relevant part, that a “Warranted Part”
9 under the California Emissions Warranty is “any part installed on a motor vehicle
10 or motor vehicle engine by the vehicle or engine manufacturer or installed in a
11 warranty repair *which affects any regulated emission* from a motor vehicle or
12 engine which is subject to California emission standards.” (Italics added).²
13 Section 1900(b)(3) also describes an “emissions-related part” under the California
14 Emissions Warranty as “any automotive part, *which affects regulated emission*
15 from a motor vehicle which is subject to California or federal emissions standards.
16 This includes, at a minimum, those parts identified in the “Emissions-Related
17 Parts List,” adopted by the State Board [CARB] on November 4, 1977, as last
18 amended June 1, 1990.” (Italics added). (A “regulated emission” under the
19 Regulations refers to greenhouse gas emissions, including carbon dioxide
20 emissions. 13 CCR Section 1950, et seq.).

21 82. Similarly, Section 2601(i) also states that an “‘Emissions-related part’
22 means any vehicle part which affects any regulated emissions from a vehicle that
23 is subject to California or federal emissions standards and includes, but is not
24 limited to, those parts specified in the ‘Emissions-Related Parts List,’ adopted by
25 the State Board on November 4, 1977, as last amended June 1, 1990.”

26 ² (Section 2035 was recently amended to add provisions regarding trailers and diesel powered
27 heavy duty vehicles. This changed the subsection numbering on Section 2035, but not the
28 content. Plaintiff’s allegations refer to the Section 2035 subsection numbers that were in place
prior to the amendment, when Defendant’s obligations arose and when the vehicles at issue in
this action were certified for sale in California.)

83. Therefore, any part that “affects regulated emissions” and/or is identified on the “Emissions-Related Parts List,” adopted by the State Board on November 4, 1977, as last amended June 1, 1990 (the “June Emissions-Related Parts List,” referred to above as Appendix B) is an emissions-related part required to be covered under the California Emissions Warranty.

84. In addition to the foregoing allegations, if the MultiAir Actuator is defective, it can negatively impact engine performance and increase regulated emissions as follows: the MultiAir Actuator controls the opening and closing of the intake valves. Failure of the intake valves leads to inefficient combustion, resulting in increased hydrocarbon (HC), carbon monoxide (CO), and nitrogen oxide (NO_x) emissions. Further, a faulty MultiAir Actuator may not be able to control the valve lift properly, which affects the engine’s fuel use and air and fuel mixture, resulting in inefficient combustion and higher emissions of regulated pollutants. A malfunctioning MultiAir Actuator also reduces the engine’s efficiency and power, causing the engine to work harder, consume more fuel, and produce higher emissions. In sum, a defective MultiAir Actuator disrupts the engine's air and fuel mixture and the precise control of the intake valves, leading to inefficient combustion and increased emissions of regulated pollutants like HC, CO, and NO_x.

85. In addition, as defined by Section 2037(b), a “warranted part” under the California Emissions Warranty also includes a vehicle or engine part that can, or is required to, illuminate the vehicle’s OBDII Malfunction Indicator Light (MIL) in the event of a malfunction, even if the primary function of the component is not emission control. (This definition is also confirmed in the CARB Declaration discussed above.

86. Further, Section 2038(b) requires that manufacturers warrant that the vehicle or engine will pass a smog test. As Section 2038(b) states, the manufacturer must warrant that:

(1) Is designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board pursuant to its authority in chapters 1 and 2, part 5, division 26 of the Health and Safety Code; and

(2) Will, for a period of three years or 50,000 miles, whichever first occurs, pass an inspection established under section 44012 of the Health and Safety Code [*i.e.*, a smog test].

87. A vehicle with a defect that increases regulated emissions or triggers an OBDII fault code and illuminates the MIL, such as a defective MultiAir Actuator, will not pass a smog test.

88. As alleged herein, the MultiAir Actuator satisfies all of the foregoing criteria and is unquestionably an emissions-related part entitled to extended 15 years/150,000 miles coverage under the California Emissions Warranty.

89. Defendant's wrongful conduct as alleged herein applies to all PZEV vehicles that Defendant designs, manufactures, sells and/or distributes under the Chrysler, Dodge, Jeep®, Ram, FIAT and/or Alfa Romeo brands. (From 2018, the effected vehicles are referred to as TZEV or Transitional Zero Emissions Vehicle.)

90. On information and belief, at least the following FCA PZEV vehicles contain the MultiAir Actuator:

Year	Make	Model	Body & Trim	Engine	MultiAir Actuator
2014	Dodge	Dart	GT, Limited, SXT	2.4L I4 - Gas	5047980AE
2014	Dodge	Dart	Aero	1.4L I4 - Gas	68463929AA
2015	Chrysler	200	C, LX, Limited, S	2.4L I4 - Gas	5047980AE
2015	Dodge	Dart	GT, Limited, SXT	2.4L I4 - Gas	5047980AE
2015	Jeep	Cherokee	Latitude, Limited, Sport, Trailhawk	2.4L I4 - Gas	5047980AE
2015	Dodge	Dart	Aero, SXT	1.4L I4 - Gas	68463929AA
2016	Chrysler	200	C, LX, Limited, S	2.4L I4 - Gas	5047980AE
2016	Dodge	Dart	GT, Limited, SXT	2.4L I4 - Gas	5047980AE
2016	Jeep	Cherokee	75th Anniversary, Latitude, Limited, Overland, Sport, Trailhawk	2.4L I4 - Gas	5047980AE
2016	Dodge	Dart	Aero, SXT Sport	1.4L I4 - Gas	68463929AA
2017	Chrysler	200	C, LX, Limited, S	2.4L I4 - Gas	5047980AE
2017	Jeep	Cherokee	Latitude, Limited, Overland, Sport, Trailhawk	2.4L I4 - Gas	5047980AE
2018	Fiat	500X	Lounge, Pop, Trekking, Urbana	2.4L I4 - Gas	5047980AE
2018	Jeep	Cherokee	Latitude, Latitude Plus, Limited, Overland, Trailhawk	2.4L I4 - Gas	5047980AE
2018	Jeep	Compass	Latitude, Limited, Sport, Trailhawk	2.4L I4 - Gas	5047980AE
2018	Jeep	Renegade	Altitude, Latitude, Limited, Sport, Trailhawk	2.4L I4 - Flex, 2.4L I4 - Gas	5047980AE
2018	Fiat	500X	Pop	1.4L I4 - Gas	68463929AA
2018	Jeep	Renegade	Altitude, Latitude, Sport	1.4L I4 - Gas	68463929AA
2019	Jeep	Cherokee	Altitude, High Altitude, Latitude, Latitude Plus, Limited	2.4L I4 - Gas	5047980AE
2019	Jeep	Compass	Altitude, High Altitude, Latitude, Limited, Sport, Trailhawk, Upland	2.4L I4 - Gas	5047980AE
2019	Jeep	Renegade	Altitude, Latitude, Sport, Upland	2.4L I4 - Gas	5047980AE
2019	Jeep	Renegade	Altitude, High Altitude, Latitude, Limited, Sport, Trailhawk	1.3L I4 - Gas	68439137AA

1 91. All of the MultiAir Actuators in the Class vehicles are identical or
2 substantially similar in that they have the same or similar construction and
3 operation, have the same or similar part numbers depending on the engine size,
4 will trigger the same or similar OBDII fault codes, and affect regulated emissions
5 in the same way.

6 92. Section 2037(d) of the California Emissions Warranty provides, in
7 relevant part, that “the repair or replacement of any warranted part shall be
8 performed at no charge to the vehicle or engine owner at a warranty station” and
9 that “the vehicle or engine owner shall not be charged for diagnostic labor which
10 leads to the determination that a warranted part is defective, provided that such
11 diagnostic work is performed at a warranty station.”

12 93. As a result of Defendant’s conduct, Plaintiffs and Class members did
13 not know that the MultiAir Actuator was covered under the California Emissions
14 Warranty and that they were not required to pay out of pocket for costs of
15 diagnosis, repair or replacement for the MultiAir Actuator.

16 94. By asserting the claims herein, Plaintiffs are not asking for judicial
17 assumption of the role of CARB. To the contrary, Plaintiffs are seeking for the
18 Court to perform an ordinary judicial function, namely, to grant relief under the
19 UCL for business practices made unlawful by statute and to determine, by using
20 the Court’s basic factfinding and statutory interpretation litigation tools, whether
21 Defendant is complying with the California Emissions Warranty law or flouting it
22 systematically.

23 95. Further, to the extent that there is any doubt as to whether this Court
24 would be assuming, interfering with, or usurping the functions of CARB, the
25 CARB Declaration makes CARB’s intentions clear. The CARB Declaration states
26 that the Declaration is provided “for the sole purpose of educating the Courts
27 about CARB’s interpretation and implementation of California’s warranty
28 requirements.” The CARB Declaration confirms that CARB does not consider this

1 matter exclusively within its purview and expects the Court to adjudicate these
2 issues.

3 **ADDITIONAL ALLEGATIONS**
4 **REGARDING THE FUEL INJECTOR AND ITS COMPONENTS**

5 96. If the fuel injectors and their components fail to work properly as
6 described herein, it affects regulated emissions, as follows.

7 97. Fuel injectors are critical components of an engine's fuel delivery
8 system, responsible for spraying the precise amount of fuel into the engine's
9 combustion chamber at the right time. When a fuel injector is defective, it delivers
10 fuel in an improper manner, either resulting in a rich fuel mixture or a lean fuel
11 mixture, both of which negatively impact the engine's performance and increase
12 emissions, as follows.

13 98. First, a faulty fuel injector which produces a rich fuel delivers too
14 much fuel to the combustion engine's chamber, leading to a rich fuel mixture.
15 This causes incomplete combustion, which results in higher levels of unburned
16 hydrocarbons (HC) and carbon monoxide (CO) in the exhaust.

17 99. Second, a faulty fuel injector which produces a lean fuel mixture does
18 not provide enough fuel to the engine's combustion chamber, causing a lean fuel
19 mixture. This leads to increased combustion temperatures, which in turn generates
20 higher levels of nitrogen oxides (NOx).

21 100. Third, a malfunctioning fuel injector causes misfires due to improper
22 fuel delivery, which leads to higher HC emissions. Indeed, the defect in the fuel
23 injector triggered P0302 OBDII fault code which indicates a Cylinder 2 misfire.

24 101. Fourth, fuel injectors are designed to atomize the fuel into a fine mist
25 inside the combustion chamber for optimal combustion. A defective injector does
26 not atomize the fuel properly, leading to incomplete combustion and increased
27 emissions of HC and CO.
28

102. Overall, a defective fuel injector disrupts the delicate balance of air and fuel required for efficient combustion, causing the engine to operate outside its ideal parameters. This leads to increased emissions of regulated pollutants, including HC, CO, and NOx.

**A Defect in the Fuel Injectors Triggers an
OBDII Fault Code and Causes the MIL to Illuminate**

103. The fault codes identified on Thompson's repair order further confirm a defect relating to an emissions related part. The defect in Thompson's vehicle triggered fault code P0302 identified on the OBDII Summaries that Defendant submitted to CARB as part of the certification process and caused the MIL to illuminate. These fault codes directly correlate with increased emissions, per the OBDII Summaries.

104. Using diagnostics, Defendant's factory authorized repair facility further identified a specific component that correlates with those OBDII fault code, namely, the fuel injector. Therefore, the fuel injector is an emissions-related component, as confirmed by the OBDII system, and is required to be covered under the California Emissions Warranty.

The June 1990 Emissions-Related Parts List Includes the Fuel Injector

105. As set forth above, Defendant is required to cover, under the California Emissions Warranty, any vehicle part identified on the June 1990 Emissions-Related Parts List. Defendant also is required to cover a defect in any vehicle or engine part, even a part whose primary function is not emission control or is not identified by name on the June Emissions-Related Parts List, when a defect in that part causes the vehicle's MIL to illuminate.

106. Fuel injectors should be covered under the California Emissions Warranty because this part affects regulated emissions as alleged herein, and because fuel injectors are explicitly identified as emissions-related parts on the June 1990 Emissions-Related Parts List, Section I. Accordingly, even if the

1 primary function of the fuel injectors is not emission control (which it is), the fuel
2 injectors is still specifically identified on the June 1990 Emissions-Related Parts
3 List and, therefore, required to be covered under the California Emissions
4 Warranty.

5 **A Fuel injector Defect Will Cause the Vehicle to Fail a Smog Test**

6 107. As alleged above, pursuant to Section 2038(b), Defendant is required
7 to warrant under the California Emissions Warranty that the vehicle or engine will
8 pass a smog test and that the vehicle is designed, built, and equipped so as to
9 conform with all applicable Regulations. Pursuant to Section 1968.1, the warranty
10 period in Section 2038 is extended to 15 years or 150,000 miles for PZEV
11 vehicles.

12 108. A vehicle with a defect that triggers OBDII fault code P0302 will not
13 pass a smog test. A P0302 OBDII fault code indicates a Cylinder 2 misfire. When
14 this misfire code is present during a smog test, the vehicle being tested will fail the
15 smog test. This is because the diagnosis of the fault code in the instant situation
16 indicated that the injectors are leaking fuel into intake when not running. This is a
17 condition which increases regulated emissions because the fuel that leaks into the
18 intake when the engine is not running will not be properly combusted, increasing
19 fuel consumption. Furthermore, this condition is a sign of a leaking injector.
20 Leaking injectors prevent proper fuel to air mixture, increasing emissions,
21 decreasing fuel economy, reducing engine efficiency and causing the illumination
22 of the check engine light. Further, a vehicle with a defect that triggers OBDII
23 fault code P0302 is not performing in a manner which conforms with all
24 applicable Regulations.

25 109. FCA Actually Warrants the Fuel Injector as an Emissions-Related
26 Part in Recent Model Vehicles

27 110. The warranty books for some recent FCA vehicles further confirm
28 that fuel injectors are covered under the California Emissions Warranty.

111. For example, the warranty book for the 2020 Chrysler Pacifica Hybrid, under Section 6 – “Emission Warranties Required By Law” – states that FCA covers the “Electronic Fuel Injection System (including injectors)” under the Federal Emissions Warranty for 2 years or 24,000 miles and that FCA “covers all of these parts under the FCA US LLC Limited Emission Warranty for 10 years or 100,000 miles, whichever occurs first.” Any vehicle part which is covered under the Federal Emissions Warranty is also covered under the California Emissions Warranty

**ADDITIONAL ALLEGATIONS REGARDING
EQUITABLE AND INJUNCTIVE RELIEF**

112. Equitable relief is necessary and appropriate because the harm suffered by Plaintiffs and members of the Class and perpetrated by Defendant is not adequately compensable with damages, and damages are not fully adequate to make Plaintiffs and the Class whole.

113. Plaintiffs allege a UCL claim only, and the remedies under the UCL are limited to restitution and injunctive relief and do not include damages. Plaintiffs do not allege a claim that provides for damages and do not seek damages.

114. This action seeks primarily declaratory relief and/or injunctive relief, including pursuant to 28 U.S.C. section 2201 and as provided by the UCL, declaring that Defendant’s ongoing and past practices as alleged herein do not comply with the CCRs and with the California Emissions Warranty laws; compelling Defendant to properly and fully identify that MultiAir Actuators and Fuel Injector components in Class vehicles should be covered by the California Emissions Warranty; compelling Defendant to identify the correct warranty period for MultiAir Actuators and Fuel Injector components; and compelling Defendant to provide warranty coverage for MultiAir Actuators and Fuel Injector components pursuant to the California Emissions Warranty.

115. Damages are inadequate to compensate for the harms caused to Plaintiffs and the Class due to Defendant's violation, and continuing violation, of the California Emissions Warranty. The entire purpose of the California Emissions Warranty is to protect the environment. The California Emissions Warranty was enacted by the State of California to restrict harmful greenhouse gas emissions from gasoline and hybrid gasoline engines. The fundamental purpose of the emissions requirements is to reduce emissions, limit fuel consumption and increase fuel efficiency, by forcing manufacturers to repair and/or replace failed emissions-related vehicle components under warranty, thereby decreasing greenhouse gas emissions, including carbon dioxide emissions.

116. Notwithstanding State and federal regulations designed to protect our air, monitoring shows that over 90 percent of Californians breathe unhealthy levels of one or more air pollutants during some part of the year. Despite CARB's best efforts, in 2020, "there were 157 bad air days for ozone pollution—the invisible, lung-searing gas in smog—across the vast, coast-to-mountains basin spanning Los Angeles, Orange, Riverside and San Bernardino counties. That's the most days above the federal health standard since 1997." (Barboza, Tony (Dec. 6, 2020) L.A. Began 2020 With A Clean-Air Streak but Ended with Its Worst Smog in Decades, Los Angeles Times [<https://www.latimes.com/42alifornia/story/2020-12-06/2020-laair-quality-southern-california-pollution-analysis>].) One of the reasons that our environment is in such a state of crisis is that corporations are not following our very thoroughly formulated rules.

117. The environmental harm suffered by Plaintiffs and the Class can never be fully remedied through damages, and monetary damages will not make Plaintiffs or the putative Class whole. Accordingly, this case is fundamentally different from other UCL cases involving defective products or false advertising. Here, money damages will not fix the environmental harm experienced by

1 Plaintiffs and the Class as a result due of Defendant's violation of emissions laws,
2 which requires equitable relief.

3 118. Further, Defendant and other car manufacturers should not be able to
4 shirk their legal responsibilities to Plaintiffs and the Class simply by paying
5 damages. Simply paying off consumers undermines the entire purpose of the
6 California Emissions Warranty and will leave Defendant in the position of being
7 able to continue to violate the law and increase harmful vehicle emissions by just
8 paying damages. Ironically, this result will leave Plaintiffs and members of the
9 Class in an even worse position than by simply receiving monetary compensation
10 alone.

11 119. Further, as set forth below, the prospect of paying damages is
12 insufficient to prevent Defendant from engaging, and continuing to engage, in the
13 alleged unlaw conduct. Money damages are an inadequate remedy for future
14 harm, as they will not prevent Defendant from continuing the alleged wrong
15 practice. Damages for past conduct is not likely to dissuade Defendant from
16 continuing its unlawful behavior in the future.

17 120. Moreover, payment of damages does not ensure that the emissions
18 parts will actually be repaired. That result will only be ensured by forcing
19 Defendant to cover the repair under the California Emissions Warranty as
20 required.

21 121. Further, equitable relief is required because damages alone will not
22 be sufficient for Plaintiffs and Class members to identify all parts whose defects
23 result in fault codes identified in the OBD2 Summaries being triggered. Only
24 Defendant has done the analysis and knows the fault code logic that would allow
25 for identification of all required fault codes to CARB and all parts that give rise to
26 those fault codes so that those parts can be identified and properly covered under
27 the California Emissions Warranty. In effect, equitable relief is the only way to get
28 Defendant to do what it is required to do.

1 122. Class Vehicles will need repair or replacement of the MultiAir
2 Actuators and Fuel Injector components within the 15-year and 150,000-mile
3 California Emissions Warranty period. However, at this time, with regard to the
4 Class Vehicles, Defendant is refusing to provide California Emissions Warranty
5 coverage for MultiAir Actuators and Fuel Injector components.

6 123. Accordingly, the equitable relief requested would go beyond any
7 damages remedy available to Plaintiffs and the Class, and damages would not
8 fully remedy the injury to Plaintiffs and the Class.

9 124. Plaintiffs are entitled to restitution as an equitable remedy to recover
10 out of pocket costs. Restitution is the only remedy provided by the UCL for
11 recovering out of pocket costs, and Plaintiffs do not allege another claim for which
12 damages are provided.

13 125. Further, restitution and damages are two distinct remedies that serve
14 different purposes. The purpose of restitution is to restore Plaintiffs and the Class
15 to their pre-harm position by requiring Defendant to return money (in this case,
16 out of pocket costs) that was taken or lost as a result of Defendant's actions. The
17 purpose of damages, on the other hand, is to compensate for the harm suffered.
18 The recovery of out-of-pocket expenses is restitution, not damages.

19 126. Further, restitution would be more certain, prompt or efficient than
20 any legal remedy. For example, under the UCL, Plaintiffs may state a claim
21 merely by showing that Defendant's practice violated the unfair or unlawful
22 prongs of the UCL, as Plaintiffs allege here, without having to plead or prove any
23 elements of fraud.

24 127. Further, in UCL cases, restitution seeks to restore money (i.e., out of
25 pocket costs) that was wrongfully obtained by Defendant. This amount can be
26 calculated with relative certainty, making the amount of restitution more
27 predictable than other types of relief, such as damages.
28

1 128. Restitution also is more prompt than other legal remedies in this case
2 because it would not require extensive legal proceedings or expert testimony. The
3 Court could order restitution based on simple evidence of what was taken or lost,
4 which can result in a faster resolution of the case.

5 129. In addition, restitution is more efficient than other types of relief
6 because it does not require ongoing Court supervision or enforcement. Once an
7 order for restitution has been issued, Defendant is generally required to pay
8 promptly or face additional legal consequences. This can make the process more
9 efficient than other types of relief, such as an award of damages that may require
10 ongoing monitoring and enforcement.

11 130. Restitution is ancillary to Plaintiffs' primary goal of obtaining
12 declaratory relief and/or requiring Defendant to properly and fully comply with
13 the California Emissions Warranty, as described herein. Plaintiffs would bring
14 this action to obtain the injunctive and declaratory relief sought. Any monetary
15 relief that would flow to the members of the Classes would be ancillary to the
16 injunctive or declaratory relief obtained.

17 131. The injunctive relief that Plaintiffs request is prospective in nature
18 and is the only adequate remedy to prevent the future harm that will be caused by
19 Defendant's continuation of the unfair and unlawful conduct alleged herein.

20 132. Future injunctive relief is necessary because there is an imminent
21 likelihood of future harm. As alleged above, the environmental harm caused by
22 Defendant's misconduct is continuous and ongoing and will not change absent the
23 requested injunctive relief, and damages will not prevent Defendant from
24 continuing its alleged wrongful practices. An injunction will ensure that Plaintiffs
25 and other consumers can rely on Defendant's adherence to the California
26 Emissions Warranty law, and that there are no future harms from ongoing
27 violations. Moreover, future money damages that may be suffered by the
28 Plaintiffs and other consumers cannot be proven with certainty.

1 133. Further, there is a sufficient likelihood that Plaintiffs and Class
2 members will again be wronged in a similar way. To the extent that the alleged
3 defect in the MultiAir Actuators and Fuel Injector components is design related,
4 the defect will continue to manifest in all Class vehicles. When a MultiAir
5 Actuators and Fuel Injector components fail to work properly as described herein,
6 it increases regulated emissions.

7 134. Further, as a result of Defendants' continuing failure to properly
8 cover parts under the California Emissions Warranty, consumers are continuing to
9 pay for vehicles with a non-complaint California Emissions Warranty. An
10 injunction is necessary to prevent this continuing and future misconduct.

11 135. Further, due to the extremely technical nuances of the CCR and due
12 to a total lack of knowledge on the part of consumers with regard to how to
13 determine if a part is an emissions-related warranted part, it is simply not realistic
14 that consumers will have any awareness of Defendant's wrongful conduct.
15 Without an injunction to, *inter alia*, compel Defendant's to cover MultiAir
16 Actuators and Fuel Injector components in Class vehicles under the California
17 Emissions Warranty, Plaintiffs and consumers are not, and will not be able, to
18 compel Defendant to cover the repair under warranty. There is no way that the
19 Court can ensure that Defendant will properly cover the MultiAir Actuators and
20 Fuel Injector components under warranty, absent injunctive relief.

21 136. Indeed, one element of the requested injunctive relief is that
22 Defendant inform and notify Class members, via inserts to the warranty books or
23 otherwise, that the MultiAir Actuators and Fuel Injector components are
24 emissions-related parts covered under the California Emissions Warranty. Absent
25 the requested injunctive relief, Class members do not, and will not, know that the
26 MultiAir Actuators and Fuel Injector components are covered parts (even if
27 Defendant, in fact, may be covering the part under warranty). As a result, Class
28 members will not take their cars to Defendant for a warranted repair on the

1 MultiAir Actuators and Fuel Injector components because they do not know that
2 the diagnosis and repair or replacement of the MultiAir Actuators and Fuel
3 Injector components is covered under the California Emissions Warranty, and,
4 when they do take their vehicles for repairs to Defendant or elsewhere, they will
5 not know that the diagnosis and repair or replacement for the MultiAir Actuators
6 and Fuel Injector components, in fact, are covered under the California Emissions
7 Warranty.

8 137. Further, Plaintiffs would purchase Defendant's product in the future;
9 however, Plaintiffs will not purchase Defendant's product again because Plaintiffs
10 are not able to rely on Defendant's California Emissions Warranty in the future
11 and so Plaintiffs will be not purchase another of Defendants' vehicles, although
12 Plaintiffs would want to. Absent injunctive relief, Plaintiffs will not know
13 whether it makes sense to spend money on another Defendant vehicle in the future
14 on account of Defendant's noncompliance with the California Emissions
15 Warranty, and Plaintiffs and the Class Members will have to deal with the same
16 sort of warranty coverage issues again.

17 138. Further, if Plaintiffs or Class Members purchase another Defendant
18 vehicle in the future, they might reasonably, but incorrectly, assume that
19 Defendant complied with all the requirements of the California Emissions
20 Warranty, when it did not. Due to Defendant's continuing conduct, Plaintiffs are
21 unable to trust Defendant's California Emissions Warranty claims, is unable to
22 rely on Defendant to properly identify parts that should properly be covered under
23 the California Emissions Warranty and has no way to determine whether
24 Defendants' warranty representations are thorough or complete. Thus, absent
25 injunctive relief, Plaintiffs will have no way of knowing now, or in the future,
26 whether Defendant, in fact, is complying with the California Emissions Warranty
27 as required. To the extent that Plaintiff does not purchase another of Defendant's
28

vehicles, it will be because, at least in part, Plaintiffs are unable to rely on Defendant to comply with the requirements of the California Emissions Warranty.

PLAINTIFFS' CLASS ACTION ALLEGATIONS

139. Plaintiffs re-allege and incorporate by reference each allegation set forth above.

140. Plaintiffs bring this action on their own behalf, as well as on behalf of all Class members similarly situated, pursuant to Federal Rules of Civil Procedure Rules 23(a), (b)(1), (2) and/or (3) and/or (c)(4).

141. Plaintiffs reserve the right to redefine the Class and to add subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

142. On information and belief, as of approximately 2020, FCA's California Emission Warranty applies to vehicles purchased and registered in California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, or Washington (i.e., "Reg. 177 States" or "Section 177 States," namely, States that have adopted California's Low-Emission Vehicle (LEV) criteria pollutant and greenhouse gas (GHG) emission regulations and Zero Emission Vehicle (ZEV) regulations under Section 177 of the Clean Air Act, 42 U.S.C. §7507).

143. Defendant's emissions warranty representations arise out of California law that Defendant has chosen to apply outside of California to the vehicles in the States listed. Accordingly, Defendant's conduct was specifically intended to have effects outside of California and was specifically intended to apply to vehicles and members of the Classes in those States that Defendant chose to include by the express terms of the California Emissions Warranty.

144. Under these unique circumstances, California has a specific interest in regulating conduct outside of California that specifically invokes California emissions requirements and California emissions regulations and has an interest in

1 preventing illegal practices that involve breach of California Emissions Warranty
2 law that Defendant has chosen to invoke outside of California in the States
3 covered by the Registered Vehicle Class. As Defendant seeks to apply the
4 California Emission System Warranty to members of the Classes and vehicles in
5 the listed States outside of California, members of the Classes in those States
6 likewise should be included in a claim that seeks to vindicate their rights under
7 that same warranty in California and should have the ability to have their rights
8 under that warranty asserted in California and pursuant to California law.

9 145. FCA's own express application of the California Emissions Warranty
10 constitutes a sufficient connection between California and out-of-state potential
11 Class members. Further, FCA's misconduct, namely, FCA's failure to identify all
12 emissions-related warranted parts to CARB, a California regulator, occurred in
13 California, and even out-of-state purchasers were harmed by FCA's conduct that
14 occurred in California. FCA failed to disclose, in its submissions to CARB, the
15 parts that are properly covered by the California Emissions Warranty.

16 146. As alleged herein, FCA is solely responsible for selecting and
17 identifying to CARB all of the parts that should be classified as emissions
18 warranted parts, and FCA failed to include the subject parts and other components.
19 Californians and out-of-state potential Class members in the additional States
20 covered by the California Emissions Warranty suffered an identical harm – they
21 were forced to pay the costs of repair or replacement for parts that should have
22 been covered under the California Emissions Warranty. Under these unique
23 circumstances, California has the greater interest in applying California's
24 consumer laws to enforce compliance with the California Emissions Warranty
25 than the other States have in using their consumer laws to enforce the same
26 Regulation. California has a specific interest in regulating conduct outside of
27 California that specifically invokes California emissions requirements and
28 regulations, and California has an interest in preventing illegal practices that

1 involve breach of California emissions law that Defendant has chosen to invoke
2 outside of California in the specific States covered. California also has a supreme
3 interest in applying its own consumer protection laws in ensuring that the
4 California Emissions Warranty is properly interpreted and applied wherever
5 MBUSA has chosen to invoke it.

6 147. Under the facts of this specific case, the law of California should be
7 applied because California's interest would be more impaired if its consumer laws
8 to enforce the California Emissions Warranty were subordinated to consumer laws
9 of the other States to which FCA has chosen to apply the requirements of the
10 California Emissions Warranty. Other jurisdictions' interests in applying their own
11 consumer protection laws to their own residents do not strongly outweigh the
12 interest California has in applying its consumer protection laws to enforce the
13 California Emission Warranty with respect to the specific potential out-of-state
14 members of the Classes identified herein. Therefore, the Classes alleged herein
15 include persons who purchased or leased vehicles with MultiAir Actuator and that
16 are registered in States other than California.

17 148. There is sufficient similarity among all the Class vehicles and FCA's
18 conduct as defined herein in that, among other things, all of the vehicles in the
19 proposed Classes are subject to the same California Emissions Warranty and the
20 same requirements that FCA report all emissions-related defects to CARB
21 pursuant to the CCR. FCA has acted in a uniform manner with respect to all Class
22 vehicles by failing to properly cover all emissions warranted parts in the Class
23 Vehicles as required under the California Emissions Warranty and as described
24 herein.

25 149. Accordingly, Plaintiffs' proposed Class consists of and is defined as
26 follows:

27 All individuals who, as confirmed by FCA US's records,
28 purchased a Model Year 2015-2017 Chrysler 200 vehicle
("Class Vehicles") that was originally sold as a PZEV

1 vehicle in California, Connecticut, Delaware, Maine,
2 Maryland, Massachusetts, New Jersey, New York,
3 Oregon, Pennsylvania, Rhode Island, Vermont, or
4 Washington (“Reg. 177 States”).

5 Excluded from the Class are Defendant, and its
6 subsidiaries and affiliates; its current and former officers,
7 directors, and employees (and members of their immediate
8 families); and the legal representatives, heirs, successors
9 or assigns of any of the foregoing. Also excluded are any
10 judge, justice, or judicial officer presiding over this matter
11 and the members of their immediate families and judicial
12 staff.

13 150. The Class definition includes vehicles marketed under the US-based
14 brands Chrysler, Dodge, FIAT and Jeep.

15 151. There are common questions of law and fact as to Class members that
16 predominate over questions affecting only individual members, including, but not
17 limited to:

- 18 (a) Whether FCA has failed and is failing to acknowledge that the
19 MultiAir Actuators and Fuel Injector components as alleged herein
20 installed in the Class Vehicles should be covered under the extended
21 15-year, 150,000-mile California Emissions Warranty, pursuant to
22 California law;
- 23 (b) Whether FCA has engaged in and is engaging in a systematic
24 business practice of failing to identify that the MultiAir Actuators and
25 Fuel Injector components as alleged herein installed in the Class
26 Vehicles should be covered under the extended 15-year, 150,000-
27 mile California Emissions Warranty, pursuant to California law;
- 28 (c) Whether FCA’s conduct is an unlawful and unfair business practices
in violation of California Business & Professions Code section
17200, *et seq.*;
- (d) Whether Plaintiffs and Class members are entitled to declaratory and
injunctive relief regarding FCA’s failure to identify that the MultiAir

1 Actuators and Fuel Injector components as alleged herein installed in
2 the Class Vehicles should be covered under the extended 15-year,
3 150,000-mile California Emissions Warranty, pursuant to California
4 law;

5 (e) The appropriate remedy for FCA's violations of California law.

6 152. There is a well-defined community of interest in the litigation and the
7 Class members are readily ascertainable:

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

14 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately
15 protect the interests of each Class member with whom they have a
16 well-defined community of interest, and Plaintiffs' claims (or
17 defenses, if any) are typical of all Class members as demonstrated
18 herein.

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

1 for the prosecution of this action for the substantial benefit of each
2 Class member.

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

9 **TOLLING OF THE STATUTE OF LIMITATIONS**

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

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

FIRST CAUSE OF ACTION

Violation of California Unfair Competition Law

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

155. Plaintiffs re-allege and incorporate by reference each allegation set forth above.

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

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

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

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

Unlawful Prong

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

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

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

163. FCA’s conduct violates California Code of Regulations Sections 1962, 1962.1, 1962.2, 2037(c) and 2038(c) because FCA fails to identify the

MultiAir Actuators and Fuel Injector components as alleged herein as parts that should be covered under the 15-year/150,000-mile California Emissions Warranty.

164. FCA's conduct is unlawful because it fails on a systemic and class wide basis to provide coverage for all MultiAir Actuators and Fuel Injector components as alleged herein installed in the Class Vehicles for 15-years or 150,000-miles, as required pursuant to CCR Sections 1962, 1962.1, 1962.2, 2035, 2037, and 2028.

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

Unfair Prong

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

167. As alleged above, FCA engages and has engaged in a systematic business practice of failing to identify for consumers and its factory authorized repair facilities that the MultiAir Actuators and Fuel Injector components as alleged herein installed in the Class Vehicles are covered the California Emissions Warranty. FCA does this in an effort to reduce the amount of money that FCA spends on warranty-related repairs knowing that it would be very difficult if not impossible for most consumers to discover this unlawful conduct. If FCA complied with California law and properly identified that the MultiAir Actuators

1 and Fuel Injector components as alleged herein installed in the Class Vehicles
2 should be identified as covered under the 15-years 150,000-miles California
3 Emissions Warranty, then FCA dealerships would properly provide warranty
4 coverage for said parts.

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

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

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

28 171. As a direct and proximate result of FCA's acts and practices in

1 violation of the UCL, Plaintiffs and members of the Class have paid out of pocket
2 to repair or replace emissions components that should have been covered by FCA
3 under the 15-year 150,000-mile California Emissions Warranty. Forcing
4 consumers to pay out of pocket to repair or replace vehicle components that
5 should be covered under warranty is clearly unfair.

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

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

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

21 175. To the extent that any definition of "unfair" requires a balancing test
22 or weighing various factors, such an inquiry is fact intensive and requires a full
23 factual record as to FCA's justification and motives for its conduct, and as to the
24 impact of FCA's conduct on Plaintiffs and Class members.

25 176. FCA's acts of unfair competition as set forth above present a
26 continuing threat and will persist and continue to do so unless and until this Court
27 issues appropriate injunctive relief. Plaintiffs also seek attorneys' fees and costs
28 pursuant to, *inter alia*, C.C.P. § 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, prays for relief and judgment against FCA as follows:

1. For an order certifying this case as a class action, appointing Plaintiffs as the representative of the Class, and appointing counsel for Plaintiffs as Class Counsel;

2. That the Court declare, adjudge and decree that that FCA is financially responsible for notifying all Class members about the wrongful conduct set forth herein; that FCA's conduct as alleged herein violates the California Emissions Warranty including, without limitation, because FCA has used, and continues to use, the wrong or incorrect standards for identifying "emissions-related" parts under the California Emissions Warranty; FCA failed and is failing to properly identify and warrant under the California Emissions Warranty all of the parts, components or systems that should have been properly covered for emissions-related defects as identified and limited as described herein, and/or that Plaintiffs and the members of the Class are entitled to warranty coverage under California Emissions Warranty for all FCA vehicle parts not properly identified as warranted parts under the California Emissions Warranty as described or defined herein; and an order requiring FCA to, *inter alia*, review its warranty books for all Class Vehicles and properly identify and warrant all "emissions-related parts" and, on a going forward basis, use the proper standard for determining whether a part is "emissions-related" under the California Emissions Warranty;

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

4. That the Court declare, adjudge and decree that that FCA's failure to identify and warrant the MultiAir Actuators and Fuel Injector Components as

described herein pursuant to the California Emissions Warranty constitutes an unfair and unlawful business practice in violation of California Business and Professions, Civil Code sections 17200, *et seq.*;

5. For declaratory relief pursuant to 28 U.S.C. section 2201 that FCA is in violation of, and must comply with, the California Emissions Warranty namely, that Ford, *inter alia*, identify and cover the MultiAir Actuators and Fuel Injector Components as described herein under the California Emissions Warranty;

6. For an order declaring and enjoining FCA from further unfair and unlawful distribution, sales, and lease practices and compelling FCA to properly and fully identify that the MultiAir Actuators and Fuel Injector Components as described herein are covered pursuant to the California Emissions Warranty. As ancillary relief and as a result of the declaratory and/or injunctive relief to be obtained, FCA will provide restitution for amounts wrongfully paid by Plaintiffs and Class members relating to these repairs which should have been covered by FCA under the California Emissions Warranty;

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

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

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

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

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

12. For leave to amend the Complaint to conform to the evidence produced at trial; and,

///

13. For all other relief as may be appropriate under the circumstances.

Dated: December 9, 2024 Respectfully submitted,

POMERANTZ LLP
THE LAW OFFICE OF ROBERT STARR

By: /s/ Ari Y. Basser
Jordan L. Lurie
Ari Y. Basser
Robert L. Starr

Attorneys for Plaintiffs