

MAR 28 2022



BETWEEN:

IN THE SUPREME COURT OF BRITISH COLUMBIA

S-222185
NO.
VANCOUVER REGISTRY

PLAINTIFF

AND:

FCA CANADA INC. and
FCA US LLC

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c.50

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.
If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

TIME FOR RESPONSE TO CIVIL CLAIM

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of

the filed notice of civil claim was served on you,

- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF(S)

Part 1: STATEMENT OF FACTS

A. Introduction

1. The within proposed consumer products liability multi-jurisdictional class proceeding involves defective 3.6L Pentastar V6 engines equipped in affected class vehicles, as defined below, designed, manufactured, assembled, tested, marketed, distributed, supplied, leased and/or sold by the Defendants, FCA CANADA INC. and FCA US LLC, in Canada, including the Province of British Columbia.
2. These 3.6L Pentastar V6 engines have a common defect. The engines are defective because excessive heat develops on one side of the engine; causing premature wear of component parts in the valvetrain (the "Engine Defect"). The temperatures are so high that it prevents the oil in the engine from adequately lubricating the component parts. This causes the parts to wear out prematurely and fail—often just outside the warranty period. For example, one common component that fails due to premature wear caused by the Engine Defect is the rocker arms. The rocker arms are oscillating levers that act to open and close the exhaust and intake valves in an internal combustion engine. The excessive heat caused by the Engine Defect prevents the rocker arms from being properly lubricated, which leads to premature wear and failure. When this happens an audible ticking noise develops as the rocker arms start to shift out of place—this noise is known colloquially as the "Pentastar Tick". The Engine Defect causes more than just an annoying ticking sound however; the premature failure of engine parts, including the rocker arms, can cause cylinder misfires, loss of power, and—if left unaddressed—total engine failure.

3. Further, as the component parts exposed to the heat wear down, metal shavings are circulated throughout the entire engine. Over time, serious damage to the engine can occur. Consumers face escalating repairs that can start as simply as replacing failing rocker arms to more drastic repairs such as the installation of an entirely new engine.
4. As such, the Engine Defect endangers the drivers and passengers of the affected class vehicles equipped with the 3.6L Pentastar V6 engine and diminishes the value of the vehicles. The Defendants', FCA CANADA INC.'s and FCA US LLC's, deliberate non-disclosure of the Engine Defect artificially inflated the purchase and lease price for the affected class vehicles and seriously impacted their resale value.
5. The Defendants, FCA CANADA INC. and FCA US LLC, have known about the excessive heat defect for years. As early as 2014, not long after the introduction of the 3.6L Pentastar V6 engine, purchasers of the affected class vehicles began filing complaints with Defendants, FCA CANADA INC. and/or FCA LLC, and the United States National Highway Traffic Safety Administration ("NHTSA")—including complaints of ticking noises, as well as cylinder head failures. This led the Defendants, FCA CANADA INC. and/or FCA US LLC, in 2014, to issue an extended warranty on the left cylinder head on certain 2011- 2013 model vehicles with the 3.6L Pentastar V6 engine. In future models, hardened valve guides and valve seats were added to better withstand the heat, but the "fix" did not address the underlying Engine Defect.
6. Issues with the Engine Defect persisted, particularly with the rocker arms. In 2014, the Defendants, FCA CANADA INC. and/or FCA US LLC, rolled out newly designed rocker arms and instructed their authorized dealerships to replace them for the old rocker arms if customers came in complaining of a ticking noise or were experiencing misfires. But the new rocker arms also failed to remedy the Engine Defect and complaints continue to the present.
7. While the problem is known to the Defendants, FCA CANADA INC. and FCA US LLC, the solution is not. None of the Defendants, FCA CANADA INC. and FCA US LLC, suggested repairs have remedied the problem. They merely address the symptoms—the failing parts—rather than address the actual Engine Defect.

8. The Defendants, FCA CANADA INC. and FCA US LLC, failed to disclose the Engine Defect to purchasers and/or lessees at the point of purchase or through advertisements. Such disclosures would have impacted purchase decisions and purchase price. The Defendants', FCA CANADA INC.'s and/or FCA US LLC's, omissions artificially inflated the market price for the affected class vehicles equipped with the defective 3.6L Pentastar V6 engine. The Defendants, FCA CANADA INC. and/or FCA US LLC, could have and should have warned consumers about the Engine Defect through advertisements, on their websites, and through communications from their authorized dealers. However, the Defendants, FCA CANADA INC. and/or FCA US LLC, failed to do so.
9. The 3.6L Pentastar V6 Engine Defect presents an unreasonable safety risk of harm or injury to drivers and passengers, causes damage to components over time, and makes affected class vehicles equipped with the defective engine prone to total engine failure.
10. As a result of this alleged misconduct, the Plaintiff and proposed class members were harmed and suffered actual damages. The Plaintiff and proposed class members did not receive the benefit of their bargain; rather, they purchased and/or leased vehicles that are of a lesser standard, grade and quality than represented, and they did not receive vehicles that met ordinary and reasonable consumer expectations regarding safe and reliable operation. Purchasers and/or lessees of the affected class vehicles paid more, either through a higher purchase price or higher lease payments, than they would have had the Engine Defect been disclosed. The Plaintiff and proposed class members were deprived of having a safe, defect-free engine installed in their vehicles, and the Defendants, FCA CANADA INC. and FCA US LLC, have unjustly benefitted from their delay in recalling their defective vehicles, as they avoided incurring the costs associated with recalls and installing replacement engines and/or parts for the Engine Defect for years.
11. The Plaintiff and proposed class members also suffered damages in the form of out-of-pocket and loss-of-use expenses and costs.
12. "Affected Class Vehicles" include, but are not limited to, the following model year vehicles designed, manufactured, assembled, tested, marketed, distributed, supplied and/or sold by the Defendants, FCA CANADA INC. and FCA US LLC, equipped with the defective 3.6L

Pentastar V6 engine in Canada, including the Province of British Columbia:

<u>Model</u>	<u>Model Year(s)</u>
Chrysler Town & Country	2014 - 2016
Chrysler 200	2014 - 2021
Chrysler 300	2014 - 2021
Chrysler Pacifica	2016 - 2020
Dodge Avenger	2014
Dodge Challenger	2014 - 2021
Dodge Charger	2014 - 2021
Dodge Durango	2014 - 2021
Dodge Grand Caravan	2014 - 2021
Dodge Journey	2014 - 2020
Dodge Ram 1500	2014 - 2021
Dodge Ram Promaster	2014 - 2021
Jeep Grand Cherokee	2014 - 2021
Jeep Wrangler	2014 - 2021

13. The Plaintiff seeks relief for all other owners and/or lessees of the Affected Class Vehicles equipped with the 3.6L Pentastar V6 engine including, *inter alia*, recovery of damages and/or repair under various provincial consumer protection legislation, breach of express warranty, breach of implied warranty of merchantability and reimbursement of all expenses associated with the repair and/or recall of the Engine Defect in the Affected Class Vehicles.

B. The Parties

The Representative Plaintiff

14. [REDACTED]
[REDACTED]

15. On or about October 27, 2016 the Plaintiff purchased a 2015 Jeep Grand Cherokee ("Grand Cherokee") from Eagle Ridge Chevrolet Buick GMC Ltd., a dealership located at 2595 Barnet Highway, Coquitlam, British Columbia, Canada, for \$46,900.00 plus taxes and administrative documentation fees.
16. The Plaintiff's Grand Cherokee is equipped with 3.6L Pentastar V6 engine containing the Engine Defect.
17. The Plaintiff's Grand Cherokee came with a 5 year or 100,000 kilometers powertrain components warranty coverage as to, *inter alia*, the cylinder block and all internal parts.
18. In or about November 2021 the Plaintiff's Grand Cherokee began to experience an audible engine ticking noise causing the cylinders to misfire and a loss of engine power.
19. On or about November 29, 2021 the Plaintiff had his Grand Cherokee diagnosed as to the engine ticking noise at Walnut Grove Auto Tech, a licenced automotive repair shop, in Langley, British Columbia. At the time the Grand Cherokee had 113,197 kilometers on it. The engine ticking noise was caused by seizure of a rocker arm. The drivers side exhaust camshaft, lifters and rocker arm were replaced at a cost of \$1,849.89 inclusive of tax.
20. At the time the Plaintiff purchased his Grand Cherokee neither the dealership nor the Defendants, FCA CANADA INC. and/or FCA US LLC, disclosed to him the Engine Defect and the associated safety risk of harm or injury.
21. At the time of sale, had the Plaintiff known about the Engine Defect he would not have purchased his Grand Cherokee or would not have paid as much as he did for it given the associated safety risk. The value of the Plaintiff's Grand Cherokee has been diminished as a result of the Engine Defect and associated safety risk of harm or injury.

The Defendant Vehicle Manufacturers

22. The Defendant, FCA CANADA INC., is a company duly incorporated pursuant to the laws of Canada, registered within the Province of British Columbia under number A0004330, and

has an attorney, Donald M. Dalik, at #2900 - 550 Burrard Street, Vancouver, British Columbia, V6C 0A3, Canada.

23. The Defendant, FCA US LLC, is a company duly incorporated pursuant to the laws of the State of Delaware, one of the United States of America, and has a registered agent, the Corporation Trust Company, at Corporation Trust Center, Wilmington, Delaware, 19801, United States of America.
24. At all material times to the cause of action herein, the Defendant, FCA CANADA INC., was, and is, a wholly owned subsidiary of the Defendant, FCA US LLC, which, *inter alia*, designs, manufacturers, tests, assembles, markets, distributes, supplies and/or sells Chrysler, Dodge and Jeep vehicles, including the Affected Class Vehicles as averred to in paragraph 12 herein, equipped with the Engine Defect in Canada and within the Province of British Columbia.
25. At all material times to the cause of action herein, the Defendant, FCA CANADA INC., designs, manufactures, tests and/or assembles Chrysler, Dodge and/or Jeep vehicles, including the Affected Class Vehicles as averred to in paragraph 12 herein, equipped with the Engine Defect in Canada at an automobile plant located in the Province of Ontario for distribution and/or sale in Canada and/or the United States of America.
26. At all material times to the cause of action herein, the Defendant, FCA US LLC, is an American multinational company which, *inter alia*, designs, manufactures, tests and/or assembles Chrysler, Dodge and/or Jeep vehicles, including the Affected Class Vehicles as averred to in paragraph 12 herein, equipped with the Engine Defect, at automobile plants located, *inter alia*, in the States of Michigan and/or Ohio, for distribution and/or sale in the United States of America and Canada, including the Province of British Columbia.
27. At all material times to the cause of action herein, the Defendants, FCA CANADA INC. and FCA US LLC, shared the common purpose of *inter alia*, developing, manufacturing, testing, assembling, marketing, distributing, supplying, selling and/or distributing the Affected Class Vehicles as averred to in paragraph 12 herein, equipped with the Engine Defect in Canada and within the Province of British Columbia. Further, the business and interests of the

Defendants, FCA CANADA INC. and FCA US LLC., are interwoven with that of the other as to the Engine Defect in the Affected Class Vehicles as averred to in paragraph 12 herein, such that each is the agent of the other.

28. Hereinafter, the Defendants, FCA CANADA INC. and FCA US LLC., are collectively referred to, and interchangeably, as the "Defendant, FCA", unless referred to individually.

C. The Class

29. This action is brought on behalf of members of a class consisting of the Plaintiff, all British Columbia residents, and all other persons resident in Canada, excluding the Province of Quebec, who own, owned, lease and/or leased an Affected Class Vehicle ("Class" or "Class Members"), excluding employees, officers, directors, agents of the Defendants and their family members, class counsel, presiding judges and any person who has commenced an individual proceeding against or delivered a release to the Defendants concerning the subject of this proceeding, or such other class definition or class period as the Court may ultimately decide on the application for certification.

D. Factual Allegations

i. 3.6L Pentastar V6 Engine

30. The Defendant, FCA, is a designer, manufacturer, marketer, and distributor of cars, trucks, and other passenger vehicles, as well as vehicle parts. The Defendant, FCA, is the third largest North American automobile manufacturer, behind only Ford and General Motors. The Defendant, FCA, has thousands of authorized dealerships across North America, all of which are under the Defendant, FCA's, control. The Defendant, FCA, sells vehicles under a variety of brand names, including Chrysler, Dodge, Jeep, Ram, and Fiat. The Defendant, FCA, sells more than two million vehicles each year. Nearly half of these vehicles are equipped with a Pentastar V6 engine.
31. The 3.6L Pentastar V6 engine is an aluminum dual overhead cam 24-valve gasoline V6 engine, which features variable valve timing. The 3.6L Pentastar V6 engine, like any engine,

is an integral part of any vehicle equipped with it, converting energy from the heat of burning gasoline into mechanical work or torque. The engine itself is made up of many constituent components, which includes the rocker arms, cam shaft, and cylinder heads. Engine failure, or the failure of an engine's constituent parts, can cause serious drivability issues, including a loss in performance, misfires, and potentially, in the case of total engine failure, a complete loss of power, all of which pose serious safety issues should they occur while the vehicle is in motion.

32. When the Pentastar V6 Engine was rolled out in 2011 it was limited to a few models, however, it quickly replaced the engines of many Defendant, FCA, vehicles. The 3.6L Pentastar V6 engine is now used as a one-size-fits-all engine for many of the Defendant's, FCA's, models. The 3.6L Pentastar V6 engine, however, cannot handle the specific thermal demand placed on the engine by the various model vehicles equipped with it. Due to a design, manufacturing, and/or workmanship defect, excessive heat builds up on one side of the engine. The excessive heat caused by the Engine Defect presents itself immediately upon driving the vehicle. The heat prevents adequate lubrication and causes premature wear of the internal components of the engine. This ultimately leads to component failure.
33. The premature wear affects various component parts of the engine, including, *inter alia*, the rocker arms. The rocker arms convert the movement of the camshaft into the opening and closing of intake and exhaust valves.
34. As the camshaft turns, camshaft lobes push the lifters up and down. (See Figure 1).

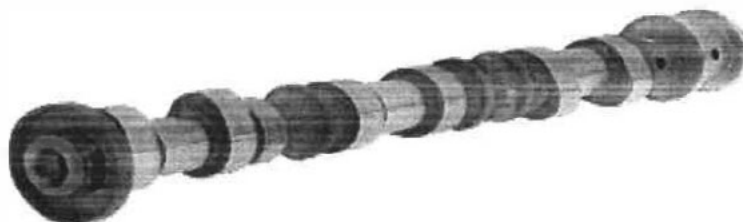


FIGURE 1

35. The lifters are attached to the rocker arms (See Figure 2), and as the lifters move up and down, the rocker arms rock back and forth, opening and closing intake and exhaust valves.

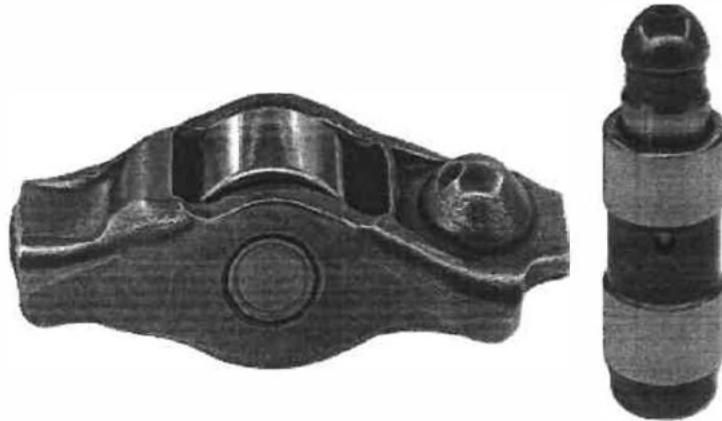


FIGURE 2

36. The valves permit fuel to flow into the combustion chamber and to permit exhaust to leave it as they open and close.
37. The opening and closing of the valves must be properly timed or else the engine will not function properly. Failure in the rocker arms and lifters can throw off this timing, causing loss of power, misfires, or—if left unaddressed—total engine failure.
38. The heat in the 3.6L Pentastar V6 engine causes premature wear in both the rocker arms and lifters. The Engine Defect causes the rollers in the center of the rocker arms, which the rocker arms use as a pivot point, to wear out, warp, or to otherwise dislocate the rocker arm. The “Pentastar tick” is indicative of the rocker arm failing. The Engine Defect can cause premature wear on other components as well, such as the lifters and valves.
39. When the Pentastar V6 engine first launched, the Defendant, FCA, touted it as “the most advanced V-6 engine in the company’s history...” Even now, though the Defendant, FCA, has been aware of the Engine Defect for years, it continues to market its 3.6L Pentastar V6 engine as “the most advanced six cylinder engine in the history of the Defendant, FCA, with

an ideal integration of select technologies that deliver refinement, fuel efficiency and performance”—claiming that it provides “world-class performance.” The Defendant, FCA, also markets the engines to consumers in its brochures as “award-winning.”

40. The Defendant, FCA, manufactured and sold, or continues to sell, several models of cars and trucks equipped with the 3.6L Pentastar V6 engine. These include: the 2014-2016 Chrysler Town & Country; the 2014 Dodge Avenger; the 2014-2021 Dodge Challenger; the 2014-2021 Dodge Charger; the 2014-2021 Dodge Durango; the 2014-2021 Dodge Grand Caravan; the 2014-2020 Dodge Journey; the 2014-2021 Jeep Grand Cherokee; the 2014-2021 Chrysler 300; the 2014-2021 Jeep Wrangler; the 2014-2021 Chrysler 200; the 2014-2021 Ram 1500; the 2014-2021 Ram Promaster; and the 2016- 2020 Chrysler Pacifica models. The Defendant, FCA, has sold hundreds of thousands of these vehicles throughout North America.

ii. Affected Class Vehicles Equipped with the 3.6L Pentastar V6 Engine Came with a Defendant, FCA, Warranty

41. Each of the Affected Class Vehicles came with a Basic Limited Warranty which provides bumper-to-bumper coverage for the first 3 years or 60,000 kilometers, whichever occurs first.

What Is Covered under the Basic Limited Warranty

If required because of a defect in material or workmanship, the 3/60 Basis Warranty will cover adjustment, repair or replacement of any factory-installed part of your vehicle except tires for 3 years or 60,000 kilometers, whichever occurs first.

42. In addition to the Basic Limited Warranty, the Defendant, FCA, provides a Powertrain Limited Warranty, which covers the constituent engine parts at issue here, that lasts for 5 years or 100,000 kilometers, whichever occurs first.
43. The Powertrain Limited Warranty covers the following engine components:

Cylinder block and all internal parts; cylinder head assemblies; timing case, timing chain, timing belt, gears and sprockets; vibration damper; oil pump; water pump and housing; intake and exhaust manifolds; flywheel with starter ring gear; core plugs; valve covers; oil pan; turbocharger housing and internal parts; turbocharger wastegate actuator; supercharger; serpentine belt tensioner; seals and gaskets for listed components only.

iii. The 3.6L Pentastar V6 Engine Suffers From a Common Defect that Causes Unsafe Driving Conditions and Damage to the Engine

44. The Affected Class Vehicles have an Engine Defect that endangers the drivers and passengers of the vehicles that use them. The Engine Defect causes excessive heat immediately upon operating the vehicle. While in operation the Engine Defect may cause misfires, power loss, or total engine failure while on the road. This can cause the vehicle to shake, jerk, or simply stop working, all of which poses a unreasonable safety risk of harm or injury to the driver and passengers if the vehicle is operating at high speeds.
45. In addition to creating dangerous uncertainty for drivers, the Engine Defect prematurely wears out the constituent parts of the engine. This premature wear starts immediately upon operation of the vehicle. This can lead to costly repairs to replace the rocker arms or a new engine if necessary.

iv. The Defendant, FCA, Was Aware of the Engine Defect Through Extensive Customer Complaints on the NHTSA Website

46. Besides internal testing the Defendant, FCA, likely conducted, it would have learned of the Engine Defect through customer complaints. These include numerous and extensive complaints on the NHTSA website, <http://www-odi.nhtsa.dot.gov/complaints>
47. NHTSA is the United States federal agency responsible for ensuring safe roadways and enforcing motor vehicle safety standards. Consumers may file vehicle safety-related complaints through the NHTSA website, where they are logged and published. They may be sorted by make, model, and year of vehicle. Vehicle manufacturers, such as the

Defendant, FCA, continuously review or monitor NHTSA's website for complaints.

48. Consumer complaints for the Affected Class Vehicles on the NHTSA website yields a significant number of complaints from consumers experiencing the Engine Defect. Some examples (spelling and grammar mistakes remain as found in the original complaint) include the following :

Dodge Charger

2015 Charger

A consumer from Tampa, FL wrote on September 7, 2020:

2 WEEKS AGO MY CAR WAS TAPPING WHEN I STARTED IT AND LAST WEEK IT GOT LOUDER. I TOOK IT TO THE DEALERSHIP YESTERDAY AND TODAY THEY SAID IT WAS THE CAMSHAFT: RIGHT SIDE CAMSHAFTS DAMAGE BY WORN OUT ROCKERS AND TAPPERS. I GET MAINTENANCE ON MY CAR WHEN I AM SUPPOSED TO. I BOUGHT MY CAR NEW. WHEN I SAID HOW I WAS VERY DISAPPOINTED ABOUT THE CAR AND THAT I GET MAINTENANCE DONE WHEN I SUPPOSED TO SO I DON'T SEE HOW THIS IS HAPPENING AND I WAS TOLD IT'S NORMAL IN THOSE CARS.

A consumer from Cottonwood, NJ wrote on March 19, 2019:

CAR MAKES TICKING SOUND. HAD ROCKER ARM AND CAM SHAFT REPLACED 1 YEAR AGO AND ITS TICKING AGAIN. I GET OIL CHANGES EVERY 3000-5000 MILES.

A consumer from Redford, MI wrote on February 1, 2018:

THE CONTACT OWNS A 2015 DODGE CHARGER. WHILE STARTING THE VEHICLE OR WHILE DRIVING AT UNKNOWN SPEEDS, THERE WAS AN ABNORMAL TICKING NOISE AND THE CHECK ENGINE WARNING INDICATOR

ILLUMINATED. THE VEHICLE WAS TAKEN TO A LOCAL DEALER(SNETHKAMP CHRYSLER DODGE JEEP RAM, 11600 TELEGRAPH RD, REDFORD CHARTER TWP., MI 48239, (888) 455-6146) WHERE IT WAS DIAGNOSED THAT THE CAMSHAFT WAS WORN, THE LIFTER WAS THE CAUSE OF THE TICKING NOISE, AND THE ENGINE NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED. THE FAILURE MILEAGE WAS 105,535.

2014 Charger

A consumer from Gulfport, MS wrote on November 5, 2018:

HEAR A TAPPING IN THE ENGINE SO I TOOK IT TO THE DEALERSHIP AND THEY TOLD ME THAT THE LIFTERS NEED TO BE REPLACED AND THAT MY WARRANTY EXPIRED 2 MONTHS AGO. THEY ALSO SAID THAT IF I KEEP DRIVING IT THE CAM SHAFT WILL BREAK AND MOTOR WILL SEIZE AND THEY ALSO TOLD ME THEY ARE HAVING A LOT OF THESE 5.7 LITER ENGINES WITH THE SAME PROBLEM.

A consumer from Milan, TN wrote on January 20, 2014:

MY 2014 CHALLENGER R/T HAS HAD A BAD TICKING VALVE TRAIN SINCE ABOUT NEW. THE TICKING, CLIPPING, SEWING MACHINE NOISE IS ON THE PASSENGER SIDE, IT'S LOUD AND CLEARLY HEARD IN THE CAB AT AROUND 1500RPM AND UP. STAR CASE TAB REMOVAL WAS PERFORMED, NO GOOD. NEXT LIFTERS AND MDS SOLENOIDS WAS REPLACED STILL NO GOOD. NOW ALONG WITH THE TICKING NOISE I HAVE LOUD SPARK KNOCK IN MDS MODE ON PASSENGER SIDE. HAVE BURNT OIL SMELL AFTER ATTEMPTED REPAIRS. DEALER AND DODGE REP SAYS ALL IS NORMAL. WHY WAS ALL THESE REPAIRS ATTEMPTED TO FIX MY ENGINE NOW ALL OF A SUDDEN IT'S ALL NORMAL? WHAT'S NORMAL ABOUT LOUD TICKING VALVE TRAIN THAT CAN BE HEARD IN THE CAB, LOUD SPARK KNOCK AND BURNING OIL SMELL? IT'S NOT, THEY WANT ME TO GO AWAY! WELL I'M NOT! I QUALIFY

FOR LEMON LAW BUT JUST WANT MY CAR REPAIRED. ISN'T THAT WHAT A WARRANTY IS FOR? COME ON DODGE STEP UP AND REPAIR MY ENGINE! GIVE ME WHAT I PAID FOR! DON'T TREAT YOUR CUSTOMERS LIKE DIRT!

Dodge Durango

2014 Durango:

A consumer from Fairfield, CT wrote on June 18, 2018:

OUR 2017 DURANGO WITH 3000 MILES, HAD AN ENGINE LIGHT FOR OVERHEATING, QUICKLY THEREAFTER AN ENGINE LIGHT POPPED ON, TRANSMISSION LIGHT POPPED ON, ALL GAUGES THEN CEASED TO OPERATE AND THE CAR TURNED OFF AS WE WERE COASTING DOWN HILL (LUCKILY INTO SERVICE STATION). THE TRANSMISSION IS A DIAL AND THEN PUTTING IT IN NEUTRAL BECOMES AN ISSUE FOR THE TOW OR TO PUSH IT. THE ENGINE STARTING KNOCKING TERRIBLE." (pg. 2, 2017 Dodge Durango)

Jeep Grand Cherokee

2015 Grand Cherokee:

A consumer from Springvale, ME wrote on February 10, 2022

THE HYDRAULIC LIFTER IS FAILING CAUSING THE CAM SHAFT TO FAIL AND NEED TO BE REPLACED. THIS IS MAKING A TICKING NOISE AND WILL ONLY GET WORSE. CHRYSLER KNOWS THIS ISSUE EXISTS IN THE 3.6L PENTASTAR V6 ENGINES BUT WILL NOT RECALL AND FIX IT.

A consumer from Washington, D.C. wrote on November 17, 2021:

BAD LIFTERS AND ROCKERS ON LEFT CAMSHAFT CAUSED LOUD ENGINE TICK/KNOCK. OCCURRED AT 62000 MILES. AN APPARENT KNOWN COMMON

JEEP FCA PROBLEM FOR 2015 JGC WK. HARD/ ROUGH TRANSMISSION DOWNSHIFT FROM 3RD-2ND GEAR ALONG WITH LOUD BANG NOISE. DOWNSHIFT IS SO VIOLENT IT CAUSES YOUR FOOT TO SLIP OFF THE BRAKE PEDAL WHEN BRAKING. OCCURRED AT 67000 MILES. ANOTHER KNOWN COMMON PROBLEM FOR 2015 JGC WK. THIS IS A DANGEROUS VEHICLE AND SHOULD BE RECALLED FOR THESE ISSUES BEFORE SOMEONE IS SERIOUSLY INJURED OR AN ACCIDENT RESULTS IN DEATH.

A consumer from Blackwood, NJ wrote on July 17, 2020:

MY 6.4 HEMI HAD A LIFTER FAILURE. IT HAS BEEN VERY WELL MAINTAIN OIL CHANGES EVERY 3/5700 MILES. 1000 MILES AGO HAD THE OIL CHANGE. AS IT GOT WARMER THE ENGINE HAD A 'TICK' NOISE. TOOK IT INTO THE DEALERSHIP TO FIND OUT A VERY COMMON LIFTER ISSUE HAS HAPPEN. I AM SHY 3 MONTHS POST WARRANTY. TEAM SRT CLAIMED IT CAN BE NORMAL MAINTENANCE FOR THE LIFTERS TO FAIL AND WIPE OUT THE CAM. THEY WILL NOT COVER IT. GOOGLE SEARCH HEMI LIFTER ISSUE. YOU'LL SEE TONS OF CASES.

A consumer form Cleveland, OH wrote on March 3, 2020:

HEARD TICKING COMING FROM ENGINE SHORTLY AFTER ROUTINE OIL CHANGE. BROUGHT THE CAR IN, AND WAS TOLD I HAD TO HAVE INTAKE & EXHAUST CAMSHAFT & LIFTERS REPLACED. HAD REPAIRED, A WEEK LATER CHECK ENGINE LIGHT CAME ON. GOT A P0456 CODE, BROUGHT IT IN AND AT THIS POINT THEY SAID I NEEDED TO REPLACE EVAPORATIVE PURGE VALVE. DID THAT, A WEEK LATER, CHECK ENGINE LIGHT IS ON AGAIN. NOTHING CHANGED IN THE CAR WHEN THE LIGHT GOES ON, IT JUST COME ON AND STAYS A SOLID YELLOW UPON STARTUP

Chrysler 300

2015 Chrysler 300:

A consumer from Phoenix, AZ wrote on January 9, 2019:

ENGINE CYLINDER #2 MISFIRE, I WORK AS A SEDAN DRIVER FOR A LIMOUSINE COMPANY AND I'M EXPERIENCING PROBLEMS WITH MY 2014 CHRYSLER 300, TOOK IT TO THE REPAIR SHOP BECAUSE THE CHECK ENGINE LIGHT WAS ON, THE DIAGNOSE WAS A MISFIRE ON CYLINDER #2, THE SHOP REPLACE SPARK PLUGS AND COIL PACKS, AFTER RESETTNG THE CHECK ENGINE LIGHT THE MECHANIC TOOK THE CAR FOR A ROAD TEST AND THE ENGINE LIGHT CAME BACK. AFTER SCANNING THE CAR AGAIN THE SAME CODE CAME OUT FOR A MISFIRE ON CYLINDER #2. THE TESTED FUEL INJECTORS AND ENGINE COMPRESSION AND EVERYTHING WAS FINE. I WAS TOLD BY THE MECHANIC THAT THE ONLY FIX IS TO REPLACE THE HEAD CYLINDER. AFTER TALKING TO OTHER DRIVERS THAT OWN THE SAME VEHICLE AS MINE, THEY TOLD ME THAT SOME OF THEM ARE HAVING THE SAME PROBLEM, AND 2 OF THEM THEY DID REPLACE THE CYLINDER HEAD ALREADY. DUE TO THE TYPE OF WORK WE DO WE PUT A LOT OF MILES ON OUR VEHICLES, SO FAR I 116,000 MILES SO I'M DEFINITELY NOT OVER UNDER WARRANTY.

Jeep Wrangler

2015 Jeep Wrangler:

A consumer from Indio, CA wrote on October 19, 2021:

I HAVE 2015 JEEP WRANGLER UNLIMITED RUBICON 1000,15 MILES ON AND IT HAS THE TICKING NOISE. I TOOK IT TO MY INDEPENDENT MECHANIC SHOP. THE INDEPENDENT MECHANIC DIAGNOSED THE ISSUE AND SAID THAT THE TICK IS COMING FROM THE PASSENGER SIDE OF THE ENGINE. I CHATTED WITH FCA TO SEE IF THEY CAN PROVIDE ANY ASSISTANCE ON THIS ISSUE THEY DENIED EVEN IF THE VEHICLE IS OUT OF WARRANTY THEREFORE IT HAS TO BE COVERED OUT OF MY POCKET COST.

A consumer from Scottsdale, AZ wrote on October 8, 2021:

MY 2015 JEEP WRANGLER WITH 80,200 DEVELOPED THE WELL KNOW PENTASTAR TICK. THE JEEP WOULD MISFIRE AT IDLE WHEN SLOWING TO A STOP LIGHT. THE CHECK ENGINE LIGHT CAME ON AND THE CODE WAS A P0304. I'M THE ORIGINAL OWNER AND TOOK IT TO THE DEALER I PURCHASED IT FROM. THEY DIAGNOSED THE ISSUE AND CALLED ME STATING THAT HE JEEP NEEDS NEW ROCKERS AND A CAM SHAFT ON THE DRIVERS SIDE ENGINE BANK. FCA HAS KNOWN ABOUT THIS ISSUE SINCE 2012. I CALLED FCA TO SEE IF THEY WOULD PROVIDE ANY ASSISTANCE TO REPAIR THE JEEP. FCA REFUSED TO ACKNOWLEDGE THAT THIS ISSUE EXISTS AND REFUSES ANY ASSISTANCE FOR OWNERS EVEN SLIGHTLY OUT OF WARRANTY EVEN THOUGH IT IS A MANUFACTURING DEFECT.

A consumer from Hollywood, FL wrote on June 13, 2021:

I HAVE A 2015 JEEP WRANGLER WITH THE FIAT CHRYSLER'S 3.6 LITER V-6 PENTASTAR ENGINE. THE JEEP HAS ONLY 44,465 MILES ON IT AND NOW HAS APPARENT DESIGN AND MANUFACTURING DEFECTS ON THE ENGINE'S LEFT SIDE , ITS THE PENTASTAR TICK. THE TICK TICK TICK IS VERY LOUD AND THE ENGINE WILL SHUDDER, ITS ONLY A MATTER OF TIME BEFORE THE ENGINE SHUTS OFF ON THE HIGHWAY WHEN I AM DRIVING CAUSING AN ACCIDENT. MY DEALER HOLLYWOOD CHRYSLER JEEP ESTIMATED REPAIRS - NEED LEFT SIDE CAMS AND FULL SET OF ROCKERS - OIL FILTER HOUSING IS LEAKING REPLACE - REPLACE ABS SENSOR - COOLANT FLUSH - CARBON FUEL CLEANING -FLUIDS SERVICE TOTAL \$6,000.07 INVOICE # 584685. IT LOOKS LIKE THE CYLINDER HEAD, GASKET, CAMS, LIFTERS AND ROCKERS NEED TO BE REPLACED. CHRYSLER NEEDS TO DISCLOSE THESE DEFECTS. YES MY JEEP IS AVAILABLE FOR INSPECTION.

A consumer from Pacific Palisades, CA wrote on April 28, 2021:

APOLOGIES IF THIS COMPLAINT IS A REPEAT, BUT I KEEP GETTING A

SUBMISSION ERROR NOTICE WHENEVER I TRY TO SUBMIT THIS FORM. THE JEEP 4.0 LITER SIX CYLINDER ENGINE HAS A KNOWN DEFECT WITH RESPECT TO THE ROCKER ARM BEARINGS THAT CAUSES A LOUD TICKING NOISE IN THE ENGINE AND FAILURE OF THE EXHAUST AND INTAKE CAMSHAFTS. THIS HAPPENED TO OUR 2015 JEEP IN JANUARY 2020 WHEN IT HAD ONLY 31,000 MILES BUT WAS ONE MONTH OUT OF WARRANTY. CHRYSLER DID FIX IT AT THAT TIME AS A COURTESY SUBJECT TO A \$100 FEE, AND A COPY OF THE INVOICE FOR THAT REPAIR IS PROVIDED. UNFORTUNATELY, A LITTLE OVER ONE YEAR LATER, AND WITH LESS THAN 10,000 MILES HAVING BEEN DRIVEN SINCE THE INITIAL REPAIR, THE SAME PROBLEM HAS REAPPEARED. THE DEALER IS NOW CLAIMING THE PROBLEM IS WITH THE REMAINING ROCKERS THAT WERE NOT REPLACED, AS IT IS CHRYSLER'S POLICY TO ONLY REPLACE THE ROCKER ARMS AND CAMSHAFTS THAT ARE DAMAGED AT THAT TIME. THE SERVICE MANAGER AT THE DEALER SAYS THAT THEY "SEE THIS ALL THE TIME" AND THAT THEY TRY TO GET ALL THE ROCKER ARMS REPLACED WHEN DOING ANY REPAIRS, BUT CHRYSLER DOES NOT ALLOW THEM TO DO SO. OF COURSE, CHRYSLER IS NOW REFUSING TO COVER THE REPAIRS, EVEN THOUGH THIS IS A KNOWN PROBLEM AND SHOULD HAVE BEEN FIXED THE FIRST TIME. THIS IS TOTALLY UNACCEPTABLE, AND CHRYSLER SHOULD BE FORCED TO DO A FULL RECALL OF ALL AFFECTED ENGINES AND PAY FOR ALL REQUIRED REPAIRS. THERE ARE THOUSANDS OF COMPLAINTS ABOUT THIS PROBLEM ONLINE, YET CHRYSLER STILL REFUSES TO CORRECT THIS PROBLEM.

A consumer from Frederick, MD wrote on January 27, 2021:

NOTICED SIGNIFICANT KNOCKING NOISE COMING FROM ENGINE THAT CONTINUED TO GET LOUDER. TOOK TO DEALER FOR A NICE 2 THOUSAND DOLLAR FIX. DEALER REPLACED RIGHT SIDE LIFTERS, ROCKER ARMS, AND BOTH CAM SHAFTS. THIS SOUNDS WAY TOO MUCH LIKE THE 2011-2013 ISSUE THAT JEEP "FIXED" AND WAS UNDER WARRANTY FOR THOSE IT SOUNDS LIKE. VERY COINCIDENTAL AND I AM NOT THE ONLY ONE WITH

THESE ISSUES BASED ON JEEP FORUMS

A consumer from Winter Park, FL wrote on February 18, 2020:

AT 41,900 MILES A NOTICEABLE CLICKING/TAPPING NOISE ANYTIME THE ENGINE ON. IT CAME ON SUDDENLY AND WHEN MECHANIC HEARD IT HE THOUGHT ROCKER ARMS OR LIFTERS HAVE FAILED .HADDIAGNOSTIC AND MECHANIC FOUND 2 ROCKER ARMS WERE BAD . THANKFULLY CAMS WITHOUT DAMAGE PER MECHANIC LIKELY DUE TO SEEKING REPAIRS SO QUICKLY

Ram 1500

2018 Ram 1500:

A consumer from Andover, OH wrote on September 24, 2021:

THE CONTACT OWNS A 2018 RAM 1500. THE CONTACT STATED THAT AFTER STARTING THE VEHICLE, AN ABNORMAL TICKING NOISE WAS HEARD. THE VEHICLE WAS TAKEN TO AN INDEPENDENT MECHANIC AND DIAGNOSED THAT THE MANIFOLD HAD WARPED AND DAMAGED THE MANIFOLD BOLTS. THE VEHICLE WAS REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND INFORMED THE CONTACT THAT THE VEHICLE WAS OUT OF WARRANTY. THE FAILURE MILEAGE WAS APPROXIMATELY 61,174.

v. The Defendant, FCA, Was Aware of the Engine Defect Through Extensive Customer Complaints on Defendant, FCA, Related Websites and Online Discussion Boards

49. Consumers have long posted on websites dedicated to discussion of the Defendant, FCA, vehicles regarding the Engine Defect. One of the primary symptoms of the Engine Defect—the “Pentastar tick”—has been described as “infamous,” “dreaded,” and the “tick of death” by some users. Over the course of years, such Defendant, FCA, customers have

made it clear that the Engine Defect has been widely known of and not fixed by the Defendant, FCA—for example, from wranglerforum.com:

A consumer with the username “DesertRubi” posted on November 1, 2018:

I HAVE A 2017 WITH ONLY 10K MILES . . . BUT I DO HEAR A TICKING SOUND THAT’S NOTICEABLE STANDING NEXT TO THE JEEP . . . IT IS VERY NOTICEABLE IF YOU POP THE HOOD AND LISTEN IN NEAR THE ENGINE.

A consumer with the username “Supercheater” posted on January 30, 2019:

AFTER TWO RECENT ENGINE LIGHTS ON MY JUST-OVER 57,000 [MILES] RUBICON [JEEP WRANGLER], I WAS JUST INFORMED BY [THE] DEALER THAT I ALSO NEED A NEW LEFT CYLINDER HEAD . . . [THE JEEP] LIKELY HAS THE DEFECTIVE LEFT PENTASTAR CYLINDER HEAD YOU HEAR SO MUCH ABOUT.

A consumer with the username “NoWhiningX” posted on August 1, 2019:

MINE DEVELOPED THE NOISE AT START UP [AND] THE DEALER HAD THE AUDACITY TO CALL IT “NORMAL” . . . I ENDED UP WITH A NEW ENGINE FROM OUTSIDE OF FCA INSTALLED BY A SHOP I TRUST.

A consumer with the username “Gagnonc1029” posted on August 1, 2019:

I GOT THE TICK ON MY ’14 A FEW WEEKS AGO AND RECOGNIZED IT RIGHT AWAY AS LIFTER TICK EVEN BEFORE RESEARCHING THE ISSUES WITH THE PENTASTARS AND JEEPS.

An apparent agent of Jeep (“Lydia, Jeep Social Care Specialist”) replied to Gagnonc1029 on August 2, 2019:

WE’D BE HAPPY TO ASSIST YOU WITH THIS PROCESS AND HAVE THIS

PROPERLY DOCUMENTED IN OUR SYSTEM.

A consumer with the username "Mudman1" posted on July 27, 2020:

I AM STARTING TO GET A SLIGHT TICK . . . '18 [JEEP WRANGLER] WITH JUST UNDER 61K MILES.

50. Users of Allpar.com, a "forum community dedicated to Dodge, Jeep, Ram, Chrysler, and AMC owners and enthusiasts," have also long noticed the Engine Defect—for example:

A consumer with the username "lohchief" posted on February 26, 2013:

CONGRATS ON THE PENTASTAR . . . NOW IF IT DOESN'T GIVE YOU THE "TICK OF DEATH" AS IT WAS APTLY NAMED ON A [JEEP WRANGLER] FORUM YOU'LL BE FINE.

A consumer with the username "MoparNorm" posted on March 28, 2014:

PART OF THE INFAMOUS PENTASTAR "TICK" AND SUBSEQUENT HEAD FAILURE WAS BLAMED UPON POOR QUALITY FUEL.

A consumer with the username "TaxiGirl" posted on May 16, 2017:

LAST TIME, I HAD A MECHANIC REPLACE #3 AND #5 ROCKER ARMS . . . AND LATER WHEN THE FAMILIAR TICK CAME BACK I USED MMO AND NO LONGER HAD A PROBLEM. NOW, THE TICK IS BACK WITH A VENGEANCE.

51. Users of ChryslerMinivan.net, "the best forum for Chrysler Town and Country owners," have also long posted about the Engine Defect:

A consumer with the username "invader" posted on December 19, 2017:

THE BEST ADVICE WOULD BE TO BUTTON THE INFAMOUS 3.6 BACK UP AND

GET RID OF IT . . . CHASING A TICK WITH AN ALLEGED ROCKER ARM PROBLEM COULD PROVE TO BE A FUTILE NIGHTMARE.

A consumer with the username "914rrr" posted on November 12, 2020:

OUR 2014 [DODGE GRAND CARAVAN] HAS DEVELOPED A TICKING NOISE. FROM WHAT I'VE SEEN ONLINE, LOOKS/SOUNDS LIKE A BAD ROCKER ARM AND SEEMS TO BE A VERY COMMON PROBLEM.

52. Users of Challenger ForumZ, "a forum community dedicated to all Dodge Challenger owners and enthusiasts," have likewise discussed the Engine Defect:

A consumer with the username "beas62" posted on December 23, 2013:

I FOUND THIS [DISCUSSION ABOUT THE "PENTASTAR TICK"] WAS REALLY COMMON OVER ON THE JEEP FORUMS. SOME FOLKS HAVE HAD LIFTERS REPLACED AND SEVERAL HAVE HAD THE ENTIRE HEAD REPLACED DUE TO CONSTRICTED OIL PASSAGES. SO I BELIEVE THAT CHRYSLER KNOWS ABOUT IT BUT IT'S NOT COSTING THEM ENOUGH MONEY OR REPUTATION YET TO WORRY ABOUT.

A consumer with the username "blazertop" posted on March 20, 2014:

WELL, IT'S [THE "PENTASTAR TICK"] IS ALL OVER AS FAR AS CHRYSLER IS CONCERNED. THE DEALER WANTS TO FIX IT AND KEPT ESCALATING THE ISSUE BUT THEN CHRYSLER CORPORATE STEPPED IN AND TOLD THE DEALER TO STOP SERVICING THE VEHICLE FOR THIS ISSUE, AND THAT IT IS NOT AN ISSUE. ACCORDING TO THEM, THIS NOISE IS "NORMAL." . . . THE FACT IS CHRYSLER DOESN'T KNOW HOW TO FIX IT, SO THEY GAVE UP AND DECLARED IT [] "NORMAL."

"Blazertop" expanded upon that post on June 23, 2014:

AND IT'S REALLY OVER NOW. TOOK CHRYSLER TO "INDEPENDENT" ARBITRATION AND WON. I "WON." MY AWARD FROM THE ARBITRATOR AND CHRYSLER? I GET TO TRADE IN THE CAR. WELL, I COULD HAVE DONE THAT ANYWAY . . . I'VE GOT NOTHING EXCEPT A LOT OF WASTED TIME, WASTED MONEY, AND A CAR THAT STILL SOUNDS LIKE A DIESEL IN COLD WEATHER.

A consumer with the username "squadco343" posted on July 29, 2019:

HAVE THE SAME PROBLEM [THE "PENTASTAR TICK"] WITH MY 2018 RAM 1500. DECIDED TO GO THRU THE FLORIDA LEMON LAW PROCEDURES.

53. Users of jk-forum.com, another site dedicated to Jeep Wranglers, have also commented upon the travails presented by Pentastar engines—for example:

A consumer with the username "sefeing" posted on April 29, 2021:

IS THIS [AUDIO] THE PENTASTAR TICK? OR AM I JUST CRAZY? 2015 WRANGLER WITH ABOUT 68,000 MILES ON IT . . . TRYING TO FIGURE OUT WHETHER THIS IS NORMAL PENTASTAR SOUND OR THE TICK.

"Sefeing" expanded upon that post on May 14, 2021:

WELL, UPDATE HERE—BROUGHT THE CAR IN EARLIER THIS WEEK AND SURE ENOUGH IT WAS THE TICK! THEY'RE GOING AHEAD AND REPLACING BOTH SIDES, FULL ROCKERS AND CAMS.

54. Users of promasterforum.com, "a forum for Promaster enthusiasts," have also posted about the Engine Defect:

A consumer with the username "theghost1291" posted on May 1, 2020:

I KNOW MOST OF YOU HAVE EITHER HAD THE ISSUE [THE "PENTASTAR TICK"] YOURSELF OR KNOW SOMEONE WHO HAS HAD THE INFAMOUS

TICKING SOUND WITH THE PENTASTAR ENGINE. I ALSO HAD IT AND THEY REPLACED THE CAMSHAFT UNDER WARRANTY, WHAT THEY DIDN'T REPLACE OR EVEN BOTHER TELLING ME ABOUT WAS THE FACT THAT OVER TIME THE LEFT CYLINDER HEAD, OR CYLINDER 6, WOULD EVENTUALLY WEAR OUT. NOW AT 60900 MILES I HAVE ENGINE MISFIRE IN CYLINDER 6 . . .

In response to this post by "theghost1291," a consumer with the username "Armalite" posted on October 5, 2020:

JUST HAD THIS HAPPEN TO ME THIS WEEK. I CALLED DODGE AND THEY SAID THEY COULDN'T HELP ME.

vi. The Defendant, FCA, Was Aware of the Engine Defect Through Trade Publications

55. Trade publications have also long described the Engine Defect. For example, in addressing the Pentastar's problems not long after they first became widely evident, *Automotive News* posted an article on autoweek.com, on August 12, 2012, describing the impact and the Defendant's, FCA's, alleged fixing of the Engine Defect:

TO FIX THE PROBLEM, WHICH CHRYSLER EXECUTIVES DECLINED TO DESCRIBE FULLY, THE COMPANY DESIGNED A "MORE ROBUST" HEAD . . . AT THE SAME TIME, CHRYSLER STARTED USING THE REDESIGNED HEADS ON NEW PENTASTARS, THE COMPANY SAID . . . CHRYSLER EXECUTIVES DECLINED TO DESCRIBE FULLY THE NATURE OF THE PROBLEM OR IDENTIFY EXACTLY WHEN IT WAS BROUGHT TO THEIR ATTENTION. THEY SAID THEY HAVE BEEN INVESTIGATING IT "FOR MONTHS" . . . POSTERS ON ALLPAR.COM AND CHRYSLER DEALERS CONTACTED BY AUTOMOTIVE NEWS SAY THE CYLINDER-HEAD ISSUE ISN'T LIMITED TO PENTASTARS INSTALLED IN WRANGLERS.

56. Auto Evolution (autoevolution.com) posted on June 17, 2014, a brief article entitled

"Pentastar V6 Still Prone to Cylinder Head Failure." That article tracked the Defendant, FCA, as it continued to manage the problem that it had proclaimed solved:

FURTHERMORE, THE AUTO MANUFACTURER STILL DOESN'T WANT TO ISSUE AN OFFICIAL RECALL AND REPLACE THE BADLY DESIGNED CYLINDER HEADS OF THE THOUSANDS OF CARS AFFECTED.

57. Automotive repair shops have widely reported that one of the most common problems with the 3.6L Pentastar V6 engine is cylinder head failure caused by valve seats on cylinder #2 overheating.

vii. The Defendant's, FCA's, Knowledge of the Engine Defect is Demonstrated by its Technical Service Bulletins

58. By 2012, the Defendant, FCA, was compelled to acknowledge the Engine Defect because consumer complaints about it had become sufficiently widespread. However, the Defendant, FCA, represented that the incidence of the Engine Defect was quite limited, confined largely, if not exclusively, to 2011-13 Jeep Wranglers.
59. Generally, the Engine Defect at that time was characterized by malfunctioning cylinder heads in some number of 3.6L Pentastar V6 engines.
60. In 2012, the Defendant, FCA, made statements to the media about the nature and breadth of the Engine Defect, or perceived defect. In the above-referred *Automotive News* article from August 2012, it cited a longtime engineering chief, Bob Lee, at the Defendant, FCA, as stating that excessive heat was not a causal factor as to the Engine Defect. The engineering chief was quoted as saying, "This one was a challenge. The good news is that it's a very small percentage of the customers and it's something we've taken care of." The Defendant's FCA's, alleged fix to the issue was, as stated, a redesigned cylinder head.
61. Further, this particular engineering chief explained that the problem was not the result of a design defect and was quoted as stating, "You have to have this fuel characteristic, you have to have this drive cycle—and all of these things have to line up in order to have this

situation occur. That's why the number of potentially affected engines is so small. If it were a design defect, or if it affected [a basic component] like the integrated exhaust, we'd have issues on everything, which we don't."

62. A senior vice president overseeing quality control of the Defendant, FCA, was cited as stating that the problem could be found in only about 7,500 Pentastar engines and that the malfunction was caused by "an interaction of a lot of rare things that ultimately come together to affect a small percentage of the population."
63. The August 2012 Automotive News article further stated, "Posters on allpar.com and Chrysler dealers contacted by Automotive News say the cylinder-head issue isn't limited to Pentastars installed in Wranglers."
64. On June 10, 2014—approximately two years after the Defendant, FCA, had expressed confidence that the Engine Defect was extremely limited and had been solved—the Defendant, FCA, issued Technical Service Bulletin ("TSB") #09-002-14 via NHTSA. That TSB was categorized as addressing an "engine" problem, an overview of which said, "This bulletin involves checking for excessive cylinder leakage and replacing the cylinder head if necessary."
65. TSB #09-002-14 listed symptoms of the problem as being misfires on cylinders #2,4, and/or 6—i.e., the left bank of cylinders. The vehicle models covered by TSB #09-002-14 included 2011-13 Grand Cherokees, Durangos, Grand Caravans/Town & Countrys, 300s, Chargers, Challengers, 200/Avengers, Wranglers, Journeys, and 2011 Ram 1500s.
66. On October 3, 2014, the Defendant, FCA, issued TSB #09-002-14 REV. A, thereby revising the aforementioned bulletin.
67. TSB #09-002-14 REV. A included the same wide range of models, save for the 2011 Ram 1500. It also entailed the same overview and symptoms.
68. On December 15, 2014, the Defendant, FCA, issued TSB #09-002-14 REV. B, thereby revising TSB #09-002-14 REV. A.

69. TSB #09-002-14 REV. B again acknowledged that the symptoms of the Engine Defect, which may require replacement of cylinder heads, included the misfiring of cylinders #2,4, and/or 6—again, the left bank.
70. TSB #09-002-14 REV. B included the same wide range of models as did TSB #09-002-14 REV. A. It also entailed the same overview and symptoms.

viii. The Defendant, FCA, Failed to Warn Potential Purchasers and/or Lessees of the Engine Defect in the Affected Class Vehicles

71. The Defendant, FCA, has a wide variety of options for informing potential purchasers or lessees of the Engine Defect. For example, the Defendant, FCA, has numerous websites for consumers interested in FCA brand vehicles. The webpages displayed when the consumer clicks on a particular type of vehicle do not inform consumers of the Engine Defect.
72. On the home page for FCA Fleet USA, consumers can click on an “FAQ” tab. The FAQs contain no references to the Engine Defect.
73. Websites for other brands owned by the Defendant, FCA, such as Chrysler, Dodge, and Jeep, do not contain any warnings to consumers or information about the Engine Defect.
74. The websites for individual Defendant, FCA, owned brands contain tabs for consumers to locate a dealer. These dealers also have information about about the 3.6L Pentastar V6 engine, provided to them by the Defendant, FCA. These dealers did not warn the Plaintiff and Class Members, or similarly situated consumers, about the Engine Defect prior to their purchase and/or lease of the Affected Class Vehicles..
75. The websites for individual Defendant, FCA,-owned brands also contain links to brochures about the various models. These brochures specifically mention the 3.6L Pentastar V6 engine, but the brochures do not and did not warn the Plaintiff and Class Members, or similarly situated consumers, about the Engine Defect in the Affected Class Vehicles.

76. Individual Defendant, FCA,-owned brands, including Chrysler, Dodge, and Jeep, also have YouTube channels displaying their vehicles in action. These videos provide information about vehicles equipped with the 3.6L Pentastar V6 engine that prospective purchasers could review. The videos on the Defendant, FCA,-owned brand channels do not disclose any information about the Engine Defect in the Affected Class Vehicles.

ix. Agency Relationship Between the Defendant, FCA, and Its Authorized Dealerships as to the Affected Class Vehicles

77. Defendant, FCA, authorized dealerships are sales agents of the Defendant, FCA, as the vehicle manufacturer. The dealerships have accepted that undertaking. The Defendant, FCA, has the ability to control such authorized dealers, and act as the principal in that relationship, as is shown by the following:

- (a) the Defendant, FCA, can terminate the relationship with their dealers at will;
- (b) the relationships are indefinite;
- (c) the Defendant, FCA, is in the business of selling vehicles as are its dealers;
- (d) the Defendant, FCA, provides tools and resources for its authorized FCA dealers to sell vehicles;
- (e) the Defendant, FCA, supervises its dealers regularly;
- (f) without the Defendant, FCA, the relevant FCA dealers would not exist;
- (g) the Defendant, FCA, requires the following of its dealers:
 - (i) reporting of sales;
 - (ii) computer network connection with the Defendant, FCA;

- (iii) training of dealers' sales and technical personnel;
 - (iv) use of the Defendant's, FCA's, computer software system;
 - (v) participation in the Defendant's FCA's, training programs;
 - (vi) establishment and maintenance of service departments in FCA dealerships;
 - (vii) certify Defendant, FCA, pre-owned vehicles;
 - (viii) reporting to the Defendant, FCA, with respect to the vehicle delivery including reporting customer names, addresses, preferred titles, primary and business phone numbers, e-mail addresses, vehicle VIN numbers, delivery date, type of sale, lease/finance terms, factory incentive coding, if applicable, vehicles' odometer readings, extended service contract sale designations, if any, and names of delivering dealership employees; and
 - (iv) displaying the Defendant's, FCA's, logos on signs, literature, products and brochures within FCA dealerships.
- (h) dealerships bind the Defendant, FCA, with respect to:
- (i) warranty repairs on the vehicles the dealers sell; and
 - (ii) issuing service contracts administered by the Defendant, FCA.
- (i) the Defendant, FCA, further exercises control over its dealers with respect to:
- (i) financial incentives given to FCA dealer employees;
 - (ii) locations of dealers;

- (iii) testing and certification of dealership personnel to ensure compliance with the Defendant's, FCA's, policies and procedures; and
- (iv) customer satisfaction surveys, pursuant to which the Defendant, FCA, allocates the number of FCA cars to each dealer, thereby directly controlling dealership profits;
- (j) FCA dealers sell Defendant, FCA, vehicles on behalf of the Defendant, FCA, pursuant to a "floor plan," and the Defendant, FCA, does not receive payment for its vehicles until the dealerships sell them;
- (k) dealerships bear the Defendant's, FCA's, brand names, use its logos in advertising and on warranty repair orders, post FCA-brand signs for the public to see and enjoy a franchise to sell the Defendant's, FCA's, products, including the Affected Class Vehicles;
- (l) the Defendant, FCA, requires FCA dealers to follow its rules and policies in conducting all aspects of dealer business including the delivery of its warranties described above and the servicing of defective vehicles such as the Affected Class Vehicles;
- (m) the Defendant, FCA, requires its dealers to post its brand names, logos, and signs at dealer locations, including dealer service departments, and to identify themselves and to the public as authorized FCA dealers and servicing outlets for the Defendant's, FCA's, vehicles;
- (n) the Defendant, FCA, requires its dealers to use service and repair forms containing its brand names and logos;
- (o) the Defendant, FCA, requires FCA dealers to perform its warranty diagnoses and repairs and to do the diagnoses and repairs according to the procedures and policies set forth in writing by it;

- (p) the Defendant, FCA, requires FCA dealers to use parts and tools either provided by it, or approved by it, and to inform the Defendant, FCA, when dealers discover that unauthorized parts have been installed on one of its vehicles;
- (q) the Defendant, FCA, requires dealers' service and repair employees to be trained by its methods of repair of FCA-brand vehicles;
- (r) the Defendant, FCA, audits FCA dealerships' sales and service departments and directly contact the customers of said dealers to determine their level of satisfaction with the sale and repair services provided by the dealers, who are then granted financial incentives or reprimanded depending on the level of satisfaction;
- (s) the Defendant, FCA, require its dealers to provide them with monthly statements and records pertaining, in part, to dealers' sales and servicing of their vehicles;
- (t) the Defendant, FCA, provides technical service bulletins and messages to its dealers detailing chronic defects present in product lines, and repair procedures to be followed for chronic defects;
- (u) the Defendant, FCA, provides its dealers with specially trained service and repair consultants with whom dealers are required by the Defendant, FCA, to consult when dealers are unable to correct a vehicle defect on their own;
- (v) the Defendant, FCA, requires FCA-brand vehicle owners and/or lessees to go to authorized FCA dealers to obtain servicing under FCA warranties; and
- (w) FCA dealers are required to notify the Defendant, FCA, whenever a FCA vehicle is sold or put into warranty service.

Part 2: RELIEF SOUGHT

1. The Plaintiff, on his own behalf and on behalf of the proposed Class Members, claims against the Defendants, FCA CANADA INC. and FCA US LLC, jointly and severally, as

follows:

- (a) an order certifying this action as a class proceeding and appointing the Plaintiff as the named representative;
- (b) a declaration that the Affected Class Vehicles are equipped with a defective 3.6L Pentastar V6 engine;
- (c) a declaration that the Defendants, FCA CANADA INC. and/or FCA US LLC, were negligent in the design and/or manufacturing of the Affected Class Vehicles equipped with the Engine Defect causing the Plaintiff and proposed Class Members to suffer damages;
- (d) a declaration that the Defendants, FCA CANADA INC. and/or FCA US LLC,:
 - (i) breached their duty of care to the Plaintiff and proposed Class Members;
 - (ii) breached express warranties as to the Affected Class Vehicles and are consequently liable to the Plaintiff and proposed Class Members for damages;
 - (iii) breached implied warranties or conditions of merchantability as to the Affected Class Vehicles and are consequently liable to the Plaintiff and proposed Class Members for damages pursuant to sections 18(a),(b) and 56 of the *Sale of Goods Act*, R.S.B.C. 1996 ("SGA"), 410; sections 16(2), (4) and 52 of the *Sale of Goods Act*, RSA 2000, c. S-2; sections 16(1), (2) and 52 of the *Sale of Goods Act*, RSS 1978, c. S-1; sections 16(a), (b) and 54 of *The Sale of Goods Act*, CCSM 2000, c. S10; sections 15(1), (2) and 51 of the *Sale of Goods Act*, RSO 1990, c. S.1; sections 16(a),(c) and 54 of the *Sale of Goods Act*, RSNL 1990, c. S-6 ; sections 17(a),(b) and 54 of the *Sale of Goods Act*, RSNS 1989, c. 408; sections 20(a),(b) and 67 of the *Sale of Goods Act*, RSNB 2016, c. 110; sections 16(a), (b) and 53 of the *Sale of Goods Act*, RSPEI 1988, c. S-1; sections 15(a), (b) and 60 of the *Sale of*

Goods Act, RSY 2002, c. 198; sections 18(a),(b) and 60 of the *Sale of Goods Act*, RSNWT 1988, c. S-2; and sections 18(a),(b) and 60 of the *Sale of Goods Act*, RSNWT (Nu) 1988, c. S-2; and

- (iv) engaged in unfair practices contrary to sections 4 and 5 of the *Business Practices and Consumer Protection Act*, S.B.C. 2004 ("BPCPA"); Sections 5 and 6 of the *Consumer Protection Act*, RSA 2000, c. C-26.3; Sections 6 and 7 of *The Consumer Protection and Business Practices Act*, SS, 2014, c C-30.2; Sections 2 and 3 of *The Business Practices Act*, CCSM c B120; Sections 14(1) and (2) of the *Consumer Protection Act*, 2002, SO 2002, c 30, Sch A and Section 4 (1) of the *Consumer Product Warranty and Liability Act*, SNB 1978, c C-18.1, and are consequently liable to the Plaintiff and proposed Class Members for damages;
- (e) a declaration that it is not in the interests of justice to require that notice be given, where applicable, under the *BPCPA*; *Consumer Protection Act*, RSA 2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, SS, 2014, c C-30.2; *The Business Practices Act*, CCSM c B120; *Consumer Protection Act*, 2002, SO 2002, c 30, Sch A; *Consumer Product Warranty and Liability Act*, and SNB 1978, c C-18.1, and waiving any such applicable notice provisions;
- (f) an Order for the statutory remedies available under the *BPCPA*; *Consumer Protection Act*, RSA 2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, SS, 2014, c C-30.2; *The Business Practices Act*, CCSM c B120; *Consumer Protection Act*, 2002, SO 2002, c 30, Sch A; *Consumer Product Warranty and Liability Act*, SNB 1978, c C-18.1, including damages, cancellation and/or rescission of the purchase and/or lease of the Affected Class Vehicles;
- (g) an order directing the Defendants, FCA CANADA INC. and/or FCA US LLC, to advertise any adverse findings against them pursuant to section 172(3)(c) of the *BPCPA*; Section 19 of the *Consumer Protection Act*, RSA 2000, c. C-26.3; Section 93(1)(f) of *The Consumer Protection and Business Practices Act*, SS, 2014, c C-30.2; Section 23(2)(f) of *The Business Practices Act*, CCSM c B120; Section 18(11)

of the *Consumer Protection Act*, 2002, SO 2002, c 30, Sch A and Section 15 of the *Consumer Product Warranty and Liability Act*, SNB 1978, c C-18.1;

- (h) a declaration that the Defendants, FCA CANADA INC. and/or FCA US LLC, breached sections 36 and/or 52 of the *Competition Act*, R.S.C 1985, c. C-34 and are consequently liable to the Plaintiff and proposed Class Members for damages;
- (i) a declaration that the Defendants, FCA CANADA INC. and/or FCA US LLC, were unjustly enriched at the expense of the Plaintiff and proposed Class Members.
- (j) an order enjoining the Defendants, FCA CANADA INC. and/or FCA US LLC, from continuing the unlawful and unfair business practices as alleged herein;
- (k) injunctive and/or declaratory relief requiring the Defendants, FCA CANADA INC. and/or FCA US LLC, to recall, repair and/or replace the 3.6L Pentastar V6 engine in the Affected Class Vehicles and/or buy back all Affected Class Vehicles and to fully reimburse and make whole all proposed Class Members for all costs and economic losses associated therewith;
- (l) an order pursuant to section 29 of the *Class Proceeding Act*, R.S.B.C. 1996, c.50 ("*CPA*") directing an aggregate assessment of damages;
- (m) costs of notice and administering the plan of distribution of the recovery in this action plus applicable taxes pursuant to section 24 of the *CPA*;
- (n) damages, including actual, compensatory, incidental, statutory and consequential damages;
- (o) special damages;
- (p) punitive damages;
- (q) costs of investigation pursuant to section 36 of the *Competition Act*;

- (r) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and
- (s) such further and other relief as to this Honourable Court may seem just.

Part 3: LEGAL BASIS

Jurisdiction

1. There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The Plaintiff and proposed Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act*, R.S.B.C. 2003, c.28 (the "*CJPTA*") in respect of the Defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10 (e)(i), (e)(iii)(A)(B), (f), (g), (h) and (i) of the *CJPTA* because this proceeding:

- (e)(i) concerns contractual obligations to a substantial extent, were to be performed in British Columbia;
- (e)(iii)(A)(B) the contract is for the purchase of property, services or both, for use other than in the course of the purchaser's trade or profession, and resulted from a solicitation of business in British Columbia by or on behalf of the seller;
- (f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
- (g) concerns a tort committed in British Columbia;
- (h) concerns a business carried on in British Columbia; and
- (i) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

Causes of Action

Negligence

2. The Plaintiff and proposed Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
3. At all material times to the cause of action herein, the Plaintiff and proposed Class Members were using the Affected Class Vehicles for the purposes and manner for which they were intended. The Defendant, FCA, as a vehicle manufacturer, at all material times, owed a duty of care to the Plaintiff and proposed Class to provide a product that did not have a design defect. The Affected Class Vehicles pose a serious risk of injury and/or death to proposed Class Members on account of the Engine Defect.
4. The Defendant, FCA, as the designer, engineer, manufacturer, promoter, marketer and distributor of the Affected Class Vehicles, intended for use by ordinary consumers, owed a duty of care to the Plaintiff and proposed Class Members to ensure that the Affected Class Vehicles were reasonably safe for use.
5. The Defendant, FCA, owed a duty of care to the proposed Class. This duty of care was breached by the Defendant's, FCA's, failure to ensure that the engine in the Affected Class Vehicles did not develop excessive heat on one side of the engine causing premature wear of component parts in the valvetrain and preventing oil in the engine from adequately lubricating the component parts, including the rocker arms, and resulting in cylinder misfire, loss of power and/or total engine failure.
6. At all material times, the Defendant, FCA, owed a duty of care to the Plaintiff and proposed Class Members and breached that standard of care expected in the circumstances. It knew of the Engine Defect, yet it continued to equip the Affected Class Vehicles with a defective 3.6L Pentastar V6 engine.
7. The Defendant, FCA, owed the Plaintiff and proposed Class Members a duty to carefully monitor the safety and post-market performance of the 3.6L Pentastar V6 engine in the

Affected Class Vehicles. The Defendant, FCA, had a duty to warn or promptly warn the Plaintiff and proposed Class Members of the dangers associated with the use of the Affected Class Vehicles. It failed to promptly, or at all, recall the Affected Class Vehicles from the Canadian market upon discovering the Engine Defect, which could cause serious personal injury and/or death, in conditions of ordinary use and which otherwise reduced the value of the Affected Class Vehicles and resulted in costs associated with the loss of use of the Affected Class Vehicles.

8. The circumstances of the Defendant, FCA, being in the business of designing, manufacturing and placing the Affected Class Vehicles into the Canadian stream of commerce are such that the Defendant, FCA, is in a position of legal proximity to the Plaintiff and proposed Class Members, and therefore is under an obligation to be fully aware of safety when designing, manufacturing, assembling and selling a product such as the Affected Class Vehicles.
9. It was reasonably foreseeable that a failure by the Defendant, FCA, to design and/or manufacturer an engine that did not develop excessive heat causing premature wear of component parts in the valvetrain and preventing oil in the engine from adequately lubricating the component parts, including the rocker arms, and thereafter to monitor the performance of the engine, and take corrective measures when required, would cause harm to the Plaintiff and proposed Class Members.
10. The Plaintiff and proposed Class Members had no knowledge of the Engine Defect in the Affected Class Vehicles and had no reason to suspect the Engine Defect.
11. The Defendant, FCA, knew, or ought to have known, that the Affected Class Vehicles contained a defective engine which, in the absence of reasonable care in the design, manufacture and/or assembly of the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles, presented a serious safety hazard to drivers and passengers of the Affected Class Vehicles resulting from cylinder misfire, loss of power and/or total engine failure.
12. As such, the Defendant, FCA, through its employees, officers, directors, and agents, failed to meet the reasonable standard of care or conduct expected in the circumstances in that:

- (a) it knew, or ought to have known, about the Engine Defect in the Affected Class Vehicles and should have timely warned the Plaintiff and proposed Class Members;
- (b) it designed, developed, manufactured, tested, assembled, marketed, advertised, distributed, supplied and/or sold vehicles equipped with a defective engine;
- (c) it failed to timely warn the Plaintiff, proposed Class Members and/or consumers about the Engine Defect in the Affected Class Vehicles, which presented a serious safety hazard to drivers and passengers;
- (d) it failed to change the design, manufacture and/or assembly of the defective engine in the Affected Class Vehicles in a reasonable and timely manner;
- (e) it failed to properly inspect and test the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles;
- (f) it knew, or ought to have known, about the Engine Defect in the Affected Class Vehicles but failed to disclose it;
- (g) it failed to timely issue and implement safety, repair and/or replacement recalls of the Affected Class Vehicles equipped with the Engine Defect;
- (h) the Engine Defect presented a serious safety hazard to drivers and passengers of the Affected Class Vehicles as premature failure of engine parts, including the rocker arms, can cause cylinder misfire, loss of power and/or total engine failure;
- (i) notwithstanding that it foresaw personal injury and the loss of property of the drivers and passengers in the Affected Class Vehicles, it failed or failed to promptly eliminate or correct the Engine Defect in the Affected Class Vehicles; and
- (j) it failed to exercise reasonable care and judgment in matters of design, manufacture, materials, workmanship and/or quality of product which would reasonably be expected of it as an automobile manufacturer.

13. As a result of the Engine Defect in the Affected Class Vehicles by reason of the Defendant's, FCA's, negligence and its failure to disclose and/or adequately warn of the Engine Defect, the Plaintiff and proposed Class Members have suffered damages and will continue to suffer damages. The value of each of the Affected Class Vehicles is reduced. The Plaintiff and each proposed Class Member must expend the time to have his/her vehicle repaired and/or recalled and be without their vehicle. The Defendant, FCA, should compensate the Plaintiff and each proposed Class Member for their incurred out-of-pocket expenses for, *inter alia*, alternative transportation and vehicle payments as a result of the Engine Defect.

Breach of Express Warranty

14. The Plaintiff and proposed Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
15. As an express warrantor and manufacturer and merchant, the Defendant, FCA, had certain obligations to conform the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles to its express warranties.
16. The Defendant, FCA, marketed, distributed and/or sold the Affected Class Vehicles in Canada, including the Province of British Columbia, as safe and reliable vehicles through independent retail dealers and/or authorized dealerships. Such representations formed the basis of the bargain in the Plaintiff's and proposed Class Members' decisions to purchase and/or lease the Affected Class Vehicles.
17. When the Plaintiff and proposed Class Members purchased and/or leased their vehicles equipped with 3.6L Pentastar V6 engines (either as new vehicles or as used vehicles with remaining warranty coverage), the Defendant, FCA, expressly warranted under its warranty that it would correct any vehicle defect found within the warranty period, and cover all towing, parts, and labor needed to correct the defect.
18. The warranties of the Defendant, FCA, formed a basis of the bargain that was reached when the Plaintiff and proposed Class Members purchased and/or leased the Affected

Class Vehicles.

19. The Engine Defect at issue in this litigation was present at the time vehicles equipped with the 3.6L Pentastar V6 engine were sold and leased to Plaintiff and proposed Class Members.
20. The Defendant, FCA, breached its express warranties (and continues to breach these express warranties) because it did not and has not corrected the Engine Defect in the Affected Class Vehicles equipped with the 3.6L Pentastar V6 engine.
21. Pursuant to its express warranties, the Defendant, FCA, was obligated to correct any defect in the 3.6L Pentastar V6 engine in the vehicles owned or leased by the Plaintiff and proposed Class Members.
22. Although the Defendant, FCA, was obligated to correct the defect with the 3.6L Pentastar V6 engine, none of the purported, attempted fixes to the Engine Defect are adequate under the terms of the warranty, as they did not cure the Engine Defect.
23. The Defendant, FCA, and its agent dealers have failed and refused to conform the 3.6L Pentastar V6 engine to the express warranties. The Defendant's, FCA's, conduct, as averred to herein, has voided any attempt on its part to disclaim liability for its actions.
24. In particular, the Defendant, FCA, breached its express warranties by:
 - (a) knowingly providing the Plaintiff and proposed Class Members with the Affected Class Vehicles containing defects in material that were never disclosed to the Plaintiff and proposed Class Members;
 - (b) failing to repair or replace the Affected Class Vehicles equipped with the defective 3.6L Pentastar V6 engine at no cost within the warranty period;
 - (c) ignoring, delaying responses to and denying warranty claims in bad faith; and

(d) supplying products and materials that failed to conform to its representations.

25. The Plaintiff and proposed Class Members have performed each and every duty required of them under the terms of the warranties, except as may have been excused or prevented by the conduct of FCA or by operation of law in light of the Defendant's, FCA's, conduct as described herein.
26. The Plaintiff and proposed Class Members have given the Defendant, FCA, a reasonable opportunity to cure its breach of express warranties or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs and/or replacements offered by the Defendant, FCA, can neither cure the Engine Defect in the Affected Class Vehicles nor resolve the incidental and consequential damages flowing therefrom.
27. The Defendant, FCA, received timely notice regarding the Engine Defect from the Plaintiff and proposed Class Members when they brought their vehicles to their dealerships. The Defendant, FCA, also received notice through complaints made by other consumers and to NHTSA. Notwithstanding such notice, the Defendant, FCA, has failed and refused to offer an effective remedy.
28. In its capacity as a supplier and/or warrantor, and by the conduct described herein, any attempt by FCA to limit its express warranties in a manner that would enforce the 5 year/100,000 kilometers limit would be unconscionable. The Defendant's, FCA's, warranties were adhesive, and did not permit negotiation, or the inclusion of design defects. The Defendant, FCA, possessed superior knowledge of the defects in the 3.6L Pentastar V6 engine prior to offering the vehicles equipped with these engines for sale. The Defendant, FCA, concealed and did not disclose this defect, and the Defendant, FCA, did not remedy the defect prior to sale (or afterward). Any effort to otherwise limit liability for the design defect is null and void.
29. Further, because the Defendant, FCA, has not been able remedy the Engine Defect, the limitation on remedies included in the warranty fails its essential purpose and is null and void.

30. The Plaintiff and proposed Class Members have suffered damages caused by the Defendant's, FCA's, breach of its express warranties and are entitled to recover damages, including but not limited to diminution of value.

Breach of the Implied Warranty or Condition of Merchantability pursuant to the SGA and Parallel Provincial Sale of Goods Legislation

31. The Plaintiff and proposed Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
32. The Defendant, FCA, is a "seller" with respect to motor vehicles within the meaning of the SGA, *Sale of Goods Act*, RSA 2000, c. S-2; *Sale of Goods Act*, RSS 1978, c. S-1; *The Sale of Goods Act*, CCSM 2000, c. S10; *Sale of Goods Act*, RSO 1990, c. S.1; *Sale of Goods Act*, RSNL 1990, c. S-6 ; *Sale of Goods Act*, RSNS 1989, c. 408; *Sale of Goods Act*, RSNB 2016, c. 110; *Sale of Goods Act*, RSPEI 1988, c. S-1; *Sale of Goods Act*, RSY 2002, c. 198; *Sale of Goods Act*, RSNWT 1988, c. S-2; and *Sale of Goods Act*, RSNWT (Nu) 1988, c. S-2, pursuant to its agency relationship with its authorized dealers, distributors, resellers, retailers and/or intermediaries.
33. The Defendant, FCA, is and was at all relevant times a seller with respect to Affected Class Vehicles equipped with the 3.6L Pentastar V6 engine. The Defendant, FCA, directly sold and marketed vehicles equipped with the 3.6L Pentastar V6 engine to customers through authorized dealers, like those from whom Plaintiff and proposed Class Members bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. The Defendant, FCA, knew that the Affected Class Vehicles equipped with 3.6L Pentastar V6 engine would and did pass unchanged from the authorized dealers to the Plaintiff and proposed Class Members, with no modification to the engine.
34. A warranty that the Affected Class Vehicles were in merchantable condition was implied by law pursuant to sections 18(a) and/or (b) of the SGA, sections 16(2) and/or (4) of the *Sale of Goods Act*, RSA 2000, c. S-2; sections 16(1) and (2) of the *Sale of Goods Act*, RSS 1978, c. S-1; sections 16(a) and/or (b) of *The Sale of Goods Act*, CCSM 2000, c. S10; sections 15(1) and/or (2) of the *Sale of Goods Act*, RSO 1990, c. S.1; sections 16(a) and/or

(c) of the *Sale of Goods Act*, RSNL 1990, c. S-6 ; sections 17(a) and/or (b) of the *Sale of Goods Act*, RSNS 1989, c. 408; sections 20(a) and/or (b) of the *Sale of Goods Act*, RSNB 2016, c. 110; sections 16(a) and/or (b) of the *Sale of Goods Act*, RSPEI 1988, c. S-1; sections 15(a) and/or (b) of the *Sale of Goods Act*, RSY 2002, c. 198; sections 18(a) and/or (b) of the *Sale of Goods Act*, RSNWT 1988, c. S-2; and sections 18(a) and (b) of the *Sale of Goods Act*, RSNWT (Nu) 1988, c. S-2,

35. The Defendant, FCA, marketed, distributed and/or sold the Affected Class Vehicles in Canada, including the Province of British Columbia, as safe and reliable vehicles through independent retail dealers and/or authorized dealerships. Such representations formed the basis of the bargain in the Plaintiff's and proposed Class Members' decisions to purchase and/or lease the Affected Class Vehicles.
36. Vehicles equipped with the 3.6L Pentastar V6 engine were defective at the time they left the possession of the Defendant, FCA. The Defendant, FCA, knew of this defect at the time these transactions occurred. Thus, vehicles equipped with the 3.6L Pentastar V6 engine, when sold and at all times thereafter, were not in merchantable condition or quality and were not fit for their ordinary intended purpose.
37. The Plaintiff and proposed Class Members purchased and/or leased the Affected Class Vehicles from the Defendant, FCA, through their subsidiaries, authorized agents for retail sales, through private sellers or were otherwise expected to be the eventual purchasers and/or lessees of the Affected Class Vehicles when bought and/or leased from a third party. At all relevant times, the Defendant, FCA, was the manufacturer, distributor, warrantor and/or seller of the Affected Class Vehicles. As such, there existed privity and/or vertical privity of contract between the Plaintiff and proposed Class Members and the Defendant, FCA, as to its Affected Class Vehicles. Alternatively, privity of contract need not be established nor is it required because the Plaintiff and proposed Class Members are intended third-party beneficiaries of contracts between the Defendant, FCA, and its resellers, authorized dealers and/or distributors and, specifically, of the Defendant's FCA's, implied warranties.
38. The Defendant's , FCA's, resellers, authorized dealers and/or distributors are intermediaries

between the Defendant, FCA, and consumers. These intermediaries sell the Affected Class Vehicles to consumers and are not, themselves, consumers of the Affected Class Vehicles and, therefore, have no rights against the Defendant, FCA, with respect to the Plaintiff's and proposed Class Members' acquisition of the Affected Class Vehicles. The Defendant's, FCA's, warranties were designed to influence consumers who purchased and/or leased the Affected Class Vehicles.

39. The Defendant, FCA, knew or had reason to know of the specific use for which the Affected Class Vehicles were purchased or leased.
40. As a result of the Engine Defect, the Affected Class Vehicles were not in merchantable condition when sold and are not fit for the ordinary purpose of providing safe and reliable transportation.
41. The Defendant, FCA, knew about the Engine Defect in the Affected Class Vehicles, allowing it to cure its breach of warranty if they chose.
42. At all times that the Defendant, FCA, warranted and sold its Affected Class Vehicles, it knew or should have known that its warranties were false and yet it did not disclose the truth or stop manufacturing or selling its Affected Class Vehicles and, instead, continued to issue false warranties and continued to insist the products were safe. The Affected Class Vehicles were defective when the Defendant, FCA, delivered them to its resellers, authorized dealers and/or distributors which sold the Affected Class Vehicles and the Affected Class Vehicles were, therefore, still defective when they reached Plaintiff and proposed Class Members.
43. The Defendant's, FCA's, attempt to disclaim or limit the implied warranty of merchantability vis-à-vis the Plaintiff, proposed Class Members and/or consumers is unconscionable and unenforceable. Specifically, the Defendant's, FCA's, warranty limitation is unenforceable because it knowingly sold and/or leased a defective product without informing the Plaintiff, proposed Class Members and/or consumers about the Engine Defect in the Affected Class Vehicles. The time limits contained in the Defendant's, FCA's, warranty periods were also unconscionable and inadequate to protect the Plaintiff and proposed Class Members. Among other things, the Plaintiff and proposed Class Members had no meaningful choice

in determining these time limitations, the terms of which unreasonably favored the Defendant, FCA. A gross disparity in bargaining power existed between the Defendant, FCA, and the Plaintiff and proposed Class Members, and the Defendant, FCA, knew that the Affected Class Vehicles were equipped with a defective 3.6L Pentastar V6 engine that developed excessive heat on one side of the engine causing premature wear of component parts in the valvetrain and preventing oil in the engine from adequately lubricating the component parts, including the rocker arms, and resulting in cylinder misfire, loss of power and/or total engine failure.

44. The Plaintiff and proposed Class Members have complied with all obligations under the warranty or otherwise have been excused from performance of said obligations as a result of the Defendant's, FCA's, conduct alleged herein. Affording the Defendant, FCA, a reasonable opportunity to cure its breach of written warranties, therefore, would be unnecessary and futile.
45. As a direct and proximate result of the Defendant's, FCA's, breach of implied warranties or conditions of merchantability, the Plaintiff and proposed Class Members have suffered loss, diminution and/or damage as a result of the Engine Defect in the Affected Class Vehicles pursuant to sections 56 of the SGA, section 52 of the *Sale of Goods Act*, RSA 2000, c. S-2; section 52 of the *Sale of Goods Act*, RSS 1978, c. S-1; section 54 of *The Sale of Goods Act*, CCSM 2000, c. S10; section 51 of the *Sale of Goods Act*, RSO 1990, c. S.1; section 54 of the *Sale of Goods Act*, RSNL 1990, c. S-6 ; section 54 of the *Sale of Goods Act*, RSNS 1989, c. 408; section 67 of the *Sale of Goods Act*, RSNB 2016, c. 110; section 53 of the *Sale of Goods Act*, RSPEI 1988, c. S-1; section 60 of the *Sale of Goods Act*, RSY 2002, c. 198; section 60 of the *Sale of Goods Act*, RSNWT 1988, c. S-2; and section 60 of the *Sale of Goods Act*, RSNWT (Nu) 1988, c. S-2,

Breach of Provincial Consumer Protection Legislation

BPCPA

46. The Plaintiff and proposed Class Members in British Columbia hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

47. The Defendant, FCA, is in British Columbia for the purposes of the *BPCPA*.
48. The Affected Class Vehicles are consumer “goods” within the meaning of section 1(1) of the *BPCPA*.
49. The Plaintiff and proposed Class Members in British Columbia who purchased and/or leased the Affected Class Vehicles primarily for personal, family or household purposes, and not for resale or for the purposes of carrying on business, are “consumers” within the meaning of section 1(1) of the *BPCPA*.
50. The purchase and/or lease of the Affected Class Vehicles by the Plaintiff and proposed Class Members in British Columbia for personal, family or household purposes, and not for resale or for carrying on business constitutes a “consumer transaction” within the meaning of section 1(1) of the *BPCPA*.
51. The Defendant, FCA, is a “supplier” within the meaning of section 1(1) of the *BPCPA* as it carried on business in British Columbia and who in the course of business participated in a consumer transaction by: (i) supplying goods to a consumer, or (ii) soliciting, offering, advertising or promoting with respect to a consumer transaction, whether or not privity of contract exists between that person and the consumer, and includes an assignee of, any rights or obligations of the supplier under the *BPCPA*. The Defendant, FCA, is the vehicle manufacturer of the Affected Class Vehicles and distributes, markets and/or supplies such vehicles to consumers including proposed Class Members in British Columbia. At all relevant times, the Defendant, FCA, was a supplier and/or seller of the Affected Class Vehicles as its resellers, authorized dealers and/or distributors were acting as the agents of the Defendant, FCA.
52. By failing to disclose and actively concealing the Engine Defect in the Affected Class Vehicles, the Defendant, FCA, engaged in unfair and deceptive trade practices prohibited by sections 4 and 5 of the *BPCPA*. The Defendant, FCA, knew that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder

misfire, loss or power or total engine failure for years and made misleading statements or omissions concerning the Engine Defect, but yet failed to adequately warn consumers.

53. As alleged herein, the Defendant, FCA, made misleading representations and omissions concerning the benefits, performance and/or safety of the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles.
54. In purchasing and/or leasing the Affected Class Vehicles, the Plaintiff and proposed Class Members were deceived by the Defendant's, FCA's, failure to disclose its knowledge of the Engine Defect and associated safety risk.
55. In particular, the Defendant, FCA, engaged in a pattern of unfair or deceptive acts or practices in failing to disclose to the Plaintiff and proposed Class Members that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss or power or total engine failure, as follows:
 - (a) failing to disclose that the Affected Class Vehicles, including the 3.6L Pentastar V6 engine was not of a particular standard, quality, or grade;
 - (b) failing to disclose before, during and/or after the time of purchase, lease and/or repair, any and all known material defects or material nonconformity of the Affected Class Vehicles, including the Engine Defect;
 - (c) failing to disclose at the time of purchase and/or lease that the Affected Class Vehicles, including the 3.6L Pentastar V6 engine, was not in good working order, defective, not fit for their intended, and ordinary purpose, and created a serious and imminent risk of danger or harm to occupants of the Affected Class Vehicles;
 - (d) failing to give adequate warnings and/or notices regarding the use, defects, and problems with the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles' to consumers who purchased and/or leased the Affected Class Vehicles,

even though the Defendant, FCA, possessed exclusive knowledge of the inherent defect in the 3.6L Pentastar V6 engine before and at the time of purchase and/or lease;

- (e) failing to disclose, either through warnings and/or recall notices, and/or actively concealing, the fact that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles was defective, even though the Defendant, FCA, knew about the Engine Defect; and
 - (f) representing that the Engine Defect in the Affected Class Vehicles would be covered under its warranty program.
56. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members in British Columbia were deceived by the Defendant's, FCA's, failure to disclose its exclusive knowledge of the Engine Defect such that the 3.6L Pentastar V6 engine, had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure.
57. By failing to disclose and actively concealing the Engine Defect, the Defendant, FCA,, engaged in unfair or deceptive acts or practices prohibited by sections 4 and 5 of the *BPCPA*.
58. Further, as alleged herein, the Defendant, FCA, made misleading representations and/or omissions concerning the benefits, performance and/or safety of the Affected Class Vehicles, in particular as to the 3.6L Pentastar V6 engine by:
- (a) publishing owners' manuals that made materially misleading omissions concerning the effectiveness of the 3.6L Pentastar V6 engine which uniformly omitted any warning to consumers that the engine had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure by:

- (b) advertisements which uniformly omitted any information about the Engine Defect and which misled consumers into believing that the 3.6L Pentastar V6 engine would function properly; and
 - (c) emphasizing and extolling in brochures and press releases that the Pentastar V6 engine was the most advanced V-6 cylinder engine in the history of the Defendant, FCA, as to fuel efficiency and performance.
59. The Defendant's, FCA's, conduct as alleged herein was, and is, in violation of sections 4 and 5 of the *BPCPA*, in particular, by:
- (a) representing that the Affected Class Vehicles, including its 3.6L Pentastar V6 engine, was defect-free and did not pose a safety hazard, which it did not;
 - (b) representing that the Affected Class Vehicles, including 3.6L Pentastar V6 engine equipped therein, of a particular standard, quality or grade, when they were not;
 - (c) advertising the Affected Class Vehicles, including the 3.6L Pentastar V6 engine, with intent not to sell them as advertised; and
 - (d) representing that the Affected Class Vehicles, including the 3.6L Pentastar V6 engine, have been supplied in accordance with a previous representation as to benefits, performance and/or safety, when they have not.
60. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members in British Columbia were deceived by the Defendant's, FCA's, failure to disclose its exclusive knowledge of the Engine Defect and/or its representations made as to the benefits, performance and/or safety of the Affected Class Vehicles as to the 3.6L Pentastar V6 engine in its sales brochure materials, manuals, press releases and/or websites.
61. The Defendant, FCA, intentionally and knowingly misrepresented and omitted material facts regarding its Affected Class Vehicles, specifically regarding the Engine Defect, with an intent to mislead the Plaintiff and proposed Class Members.

62. In purchasing and/or leasing the Affected Class Vehicles, the Plaintiff and proposed Class Members were deceived by the Defendant's, FCA's, failure to disclose its knowledge of the Engine Defect and associated safety risk.
63. The Plaintiff and proposed Class Members had no way of knowing of the Defendant's, FCA's, representations were false, misleading and incomplete or knowing the true nature of the Engine Defect in the Affected Class Vehicles. As alleged herein, the Defendant, FCA, engaged in a pattern of deception in the face of a known engine defect in the Affected Class Vehicles. The Plaintiff and proposed Class Members did not, and could not, unravel the Defendant's, FCA's, deception on their own.
64. The Defendant, FCA, knew, or should have known, that its conduct violated sections 4 and 5 of the *BPCPA*.
65. The Defendant, FCA, owed the Plaintiff and proposed Class Members a duty to disclose the truth about the Engine Defect in the Affected Class Vehicles as it created a serious safety hazard and the Defendant, FCA:
 - (a) possessed exclusive knowledge of the Engine Defect in the Affected Class Vehicles;
 - (b) intentionally concealed the foregoing from the Plaintiff and proposed Class Members; and/or
 - (c) failed to warn consumers or to publicly admit that the Affected Class Vehicles had an engine defect.
66. The Defendant, FCA, had a duty to disclose that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles was fundamentally flawed as described herein because it created a serious safety hazard and the Plaintiff and proposed Class Members relied on the Defendant's, FCA's, material misrepresentations and omissions regarding the Affected Class Vehicles and the Engine Defect.
67. The Defendant's, FCA's, conduct proximately caused injuries to the Plaintiff and proposed

Class Members that purchased and/or leased the Affected Class Vehicles and suffered harm as alleged herein.

68. The Plaintiff and proposed Class Members were injured and suffered ascertainable loss, injury-in-fact and/or actual damage as a proximate result of the Defendant's, FCA's, conduct in that Plaintiff and proposed Class Members incurred costs related the Engine Defect including repair, service and/or replacement costs, rental car costs and overpaid for their Affected Class Vehicles that have suffered a diminution in value.
69. The Defendant's, FCA's, violations cause continuing injuries to the Plaintiff and proposed Class Members. The Defendant's, FCA's, unlawful acts and practices complained of herein affect the public interest.
70. The Defendant, FCA, knew of the defective 3.6L Pentastar V6 engine and that the Affected Class Vehicles were materially compromised by the Engine Defect.
71. The facts concealed and omitted by the Defendant, FCA, from the Plaintiff and proposed Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase an Affected Class Vehicle or pay a lower price. Had the Plaintiff and proposed Class Members known about the defective nature of the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles, they would not have purchased and/or leased the Affected Class Vehicles or would not have paid the prices they paid.
72. The Plaintiff's and proposed Class Members' injuries were directly or proximately caused by the Defendant's, FCA's, unlawful and deceptive business practices.
73. As a result of the Defendant's, FCA's, conduct as alleged herein, proposed Class Members in British Columbia are entitled to a declaration under section 172(1)(a) of the *BPCPA* that an act or practice engaged in by the Defendant, FCA, in respect to the purchase and/or lease of the Affected Class Vehicles contravenes the *BPCPA*, an injunction under section 172(1)(b) of the *BPCPA* to restrain such conduct and/or damages under section 171 of the *BPCPA*.

74. Proposed Class Members in British Columbia are entitled, to the extent necessary, a waiver of any notice requirements under section 173(1) the *BPCPA*, as a result of the Defendant's, FCA's, failure to disclose and/or actively conceal the Engine Defect from proposed Class Members in British Columbia and its misrepresentations as to the benefits, performance and/or safety of the Affected Class Vehicles regarding its engine.

Consumer Protection Act, RSA 2000, c. C-26.3 ("*Alberta CPA*")

75. Proposed Class Members in Alberta hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
76. The Defendant, FCA, is in Alberta for the purposes of the *Alberta CPA*.
77. The Affected Class Vehicles are consumer "goods" within the meaning of section 1(1)(e)(i) of the *Alberta CPA*.
78. Proposed Class Members in Alberta who purchased and/or leased the Affected Class Vehicles primarily for personal, family or household purposes, and not for resale or for the purposes of carrying on business, are "consumers" within the meaning of section 1(1)(b)(i) of the *Alberta CPA*.
79. The purchase and/or lease of the Affected Class Vehicles by proposed Class Members in Alberta for personal, family or household purposes, and not for resale or for carrying on business constitutes a "consumer transaction" within the meaning of section 1(1)(c)(i) of the *Alberta CPA*.
80. The Defendant, FCA, is a "supplier" within the meaning of section 1(1)(l)(i),(ii) and/or (iii) of the *Alberta CPA* as it carried on business in Alberta and who in the course of business participated in a consumer transaction by: (i) supplying goods to a consumer, or (ii) soliciting, offering, advertising or promoting with respect to a consumer transaction, whether or not privity of contract exists between that person and the consumer, and includes an assignee of, any rights or obligations of the supplier under the *Alberta CPA*. The Defendant, FCA, is the vehicle manufacturer of the Affected Class Vehicles and distributes, markets

and/or supplies such vehicles to consumers including proposed Class Members in Alberta. At all relevant times, the Defendant, FCA, was a supplier and/or seller of the Affected Class Vehicles as its resellers, authorized dealers and/or distributors were acting as the agents of the Defendant, FCA.

81. By failing to disclose and actively concealing the Engine Defect in the Affected Class Vehicles, the Defendant, FCA, engaged in unfair and deceptive trade practices prohibited by sections 5 and 6 of the *Alberta CPA*. The Defendant, FCA, knew that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure for years and made misleading statements or omissions concerning the Engine Defect, but yet failed to adequately warn consumers.
82. As alleged herein, the Defendant, FCA, made misleading representations and omissions concerning the benefits and performance of the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles.
83. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members were deceived by the Defendant's, FCA's, failure to disclose its knowledge of the Engine Defect and associated safety risk.
84. In particular, the Defendant, FCA, engaged in a pattern of unfair or deceptive acts or practices in failing to disclose to proposed Class Members that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure, as follows:
 - (a) failing to disclose that the Affected Class Vehicles, including the 3.6L Pentastar V6 engine was not of a particular standard, quality, or grade;
 - (b) failing to disclose before, during and/or after the time of purchase, lease and/or

repair, any and all known material defects or material nonconformity of the Affected Class Vehicles, including the Engine Defect;

- (c) failing to disclose at the time of purchase and/or lease that the Affected Class Vehicles, including the 3.6L Pentastar V6 engine, was not in good working order, defective, not fit for their intended, and ordinary purpose, and created a serious and imminent risk of danger or harm to occupants of the Affected Class Vehicles;
 - (d) failing to give adequate warnings and/or notices regarding the use, defects, and problems with the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles' to consumers who purchased and/or leased the Affected Class Vehicles, even though the Defendant, FCA, possessed exclusive knowledge of the inherent defect in the 3.6L Pentastar V6 engine before and at the time of purchase and/or lease;
 - (e) failing to disclose, either through warnings and/or recall notices, and/or actively concealing, the fact that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles was defective, even though the Defendant, FCA, knew about the Engine Defect; and
 - (f) representing that the Engine Defect in the Affected Class Vehicles would be covered under its warranty program.
85. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members in Alberta were deceived by the Defendant's, FCA's, failure to disclose its exclusive knowledge of the Engine Defect such that the 3.6L Pentastar V6 engine had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure.
86. By failing to disclose and actively concealing the Engine Defect, the Defendant, FCA,, engaged in unfair or deceptive acts or practices prohibited by sections 5 and 6 of the *Alberta CPA*.

87. Further, as alleged herein, the Defendant, FCA, made misleading representations and/or omissions concerning the benefits, performance and/or safety of the Affected Class Vehicles, in particular as to the 3.6L Pentastar V6 engine by:
- (a) publishing owners' manuals that made materially misleading omissions concerning the effectiveness of the 3.6L Pentastar V6 engine which uniformly omitted any warning to consumers that the engine had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure by:
 - (b) advertisements which uniformly omitted any information about the Engine Defect and which misled consumers into believing that the 3.6L Pentastar V6 engine would function properly ; and
 - (c) emphasizing and extolling in brochures and press releases that the Pentastar V6 engine was the most advanced V-6 cylinder engine in the history of the Defendant, FCA, as to fuel efficiency and performance.
88. The Defendant's, FCA's, conduct as alleged herein was, and is, in violation of sections 5 and 6 of the Alberta CPA, in particular, by:
- (a) representing that the Affected Class Vehicles, including its 3.6L Penatstar V6 engine, was defect-free and did not pose a safety hazard, which it did not;
 - (b) representing that the Affected Class Vehicles, including 3.6L Pentastar V6 engine equipped therein, of a particular standard, quality or grade, when they were not;
 - (c) advertising the Affected Class Vehicles, including the 3.6L Pentstar V6 engine, with intent not to sell them as advertised; and
 - (d) representing that the Affected Class Vehicles, including the 3.6L Pentastar V6 engine, have been supplied in accordance with a previous representation as to

benefits, performance and/or safety, when they have not.

89. In purchasing and/or leasing the Affected Class Vehicles proposed Class Members in Alberta were deceived by the Defendant's, FCA's, failure to disclose its exclusive knowledge of the Engine Defect and/or its representations made as to the benefits, performance and/or safety of the Affected Class Vehicles as to the 3.6L Pentastar V6 engine in its sales brochure materials, manuals, press releases and/or websites.
90. The Defendant, FCA, intentionally and knowingly misrepresented and omitted material facts regarding its Affected Class Vehicles, specifically regarding the Engine Defect, with an intent to mislead proposed Class Members.
91. In purchasing and/or leasing the Affected Class Vehicles proposed Class Members were deceived by the Defendant's, FCA's, failure to disclose its knowledge of the Engine Defect and associated safety risk.
92. Proposed Class Members had no way of knowing of the Defendant's, FCA's, representations were false, misleading and incomplete or knowing the true nature of the Engine Defect in the Affected Class Vehicles. As alleged herein, the Defendant, FCA, engaged in a pattern of deception in the face of a known engine defect in the Affected Class Vehicles. Proposed Class Members did not, and could not, unravel the Defendant's, FCA's, deception on their own.
93. The Defendant, FCA, knew, or should have known, that its conduct violated sections 5 and 6 of the *Alberta CPA*.
94. The Defendant, FCA, owed proposed Class Members a duty to disclose the truth about the Engine Defect in the Affected Class Vehicles as it created a serious safety hazard and the Defendant, FCA:
 - (a) possessed exclusive knowledge of the Engine Defect in the Affected Class Vehicles;
 - (b) intentionally concealed the foregoing from proposed Class Members; and/or

(c) failed to warn consumers or to publicly admit that the Affected Class Vehicles had an engine defect.

95. The Defendant, FCA, had a duty to disclose that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles was fundamentally flawed as described herein because it created a serious safety hazard and proposed Class Members relied on the Defendant's, FCA's, material misrepresentations and omissions regarding the Affected Class Vehicles and the Engine Defect.
96. The Defendant's, FCA's, conduct proximately caused injuries to the proposed Class Members that purchased and/or leased the Affected Class Vehicles and suffered harm as alleged herein.
97. Proposed Class Members were injured and suffered ascertainable loss, injury-in-fact and/or actual damage as a proximate result of the Defendant's, FCA's conduct in that proposed Class Members incurred costs related the Engine Defect including repair, service and/or replacement costs, rental car costs and overpaid for their Affected Class Vehicles that have suffered a diminution in value.
98. The Defendant's, FCA's, violations cause continuing injuries to proposed Class Members. The Defendant's, FCA's, unlawful acts and practices complained of herein affect the public interest.
99. The Defendant, FCA, knew of the defective 3.6L Pentastar V6 engine and that the Affected Class Vehicles were materially compromised by the Engine Defect.
100. The facts concealed and omitted by the Defendant, FCA, from the proposed Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase an Affected Class Vehicle or pay a lower price. Had the proposed Class Members known about the defective nature of the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles, they would not have purchased and/or leased the Affected Class Vehicles or would not have paid the prices they paid.

101. Proposed Class Members' injuries were directly or proximately caused by the Defendant's, FCA's, unlawful and deceptive business practices.
102. As a result of the Defendant' FCA's, breaches of the *Alberta CPA*, proposed Class Members in Alberta are entitled to damages or alternatively, rescission or restitution under sections 13(1) and (2) and 142.1 of the *Alberta CPA*, a declaration under section 13(2)(a) of the *Alberta CPA* that a practice of the Defendant, FCA, is unfair, and an injunction under section 13(2)(e) of the *Alberta CPA* to restrain such conduct.
103. Proposed Class Members in Alberta are entitled, to the extent necessary, a waiver of any notice requirements under section 7.1(1) of the *Alberta CPA*, as a result of the Defendant's, FCA's, failure to disclose and/or actively conceal the Engine Defect from proposed Class Members in Alberta and its misrepresentations as to the benefits, performance and/or safety of the Affected Class Vehicles regarding its engine.

**Consumer Protection and Business Practices Act, Statutes of Saskatchewan, 2014, c. C-30.2
(“*Saskatchewan CPBPA*”)**

104. Proposed Class Members in Saskatchewan hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
105. The Defendant, FCA, is in Saskatchewan for the purposes of the *Saskatchewan CPBPA*.
106. The Affected Class Vehicles are consumer “goods” within the meaning of section 2(e) of the *Saskatchewan CPBPA*.
107. Proposed Class Members in Saskatchewan who purchased and/or leased the Affected Class Vehicles primarily for personal, family or household purposes, and not for resale or for the purposes of carrying on business, are “consumers” within the meaning of section 2(b) of the *Saskatchewan CPBPA*.
108. The purchase and/or lease of the Affected Class Vehicles by proposed Class Members in Saskatchewan for personal, family or household purposes, and not for resale or for carrying

on business constitutes a “consumer transaction” under the Saskatchewan *CPBPA*.

109. The Defendant, FCA, is a “supplier” within the meaning of section 2(i) of the *Saskatchewan CPBPA* as it carried on business in Saskatchewan and who in the course of business participated in a consumer transaction by: (i) supplying goods to a consumer, or (ii) soliciting, offering, advertising or promoting with respect to a consumer transaction, whether or not privity of contract exists between that person and the consumer, and includes an assignee of, any rights or obligations of the supplier under the *Saskatchewan CPBPA*. The Defendant, FCA, is the vehicle manufacturer of the Affected Class Vehicles and distributes, markets and/or supplies such vehicles to consumers including proposed Class Members in Saskatchewan. At all relevant times, the Defendant, FCA, was a supplier and/or seller of the Affected Class Vehicles as its resellers, authorized dealers and/or distributors were acting as the agents of the Defendant, FCA.
110. By failing to disclose and actively concealing the Engine Defect in the Affected Class Vehicles, the Defendant, FCA, engaged in unfair and deceptive trade practices prohibited by sections 6 and 7 of the *Saskatchewan CPBPA*. The Defendant, FCA, knew that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure for years and made misleading statements or omissions concerning the Engine Defect, but yet failed to adequately warn consumers.
111. As alleged herein, the Defendant, FCA, made misleading representations and omissions concerning the benefits and performance of the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles.
112. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members were deceived by the Defendant's, FCA's, failure to disclose its knowledge of the Engine Defect and associated safety risk.
113. In particular, the Defendant, FCA, engaged in a pattern of unfair or deceptive acts or

practices in failing to disclose to proposed Class Members that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure, as follows:

- (a) failing to disclose that the Affected Class Vehicles, including the 3.6L Pentastar V6 engine was not of a particular standard, quality, or grade;
- (b) failing to disclose before, during and/or after the time of purchase, lease and/or repair, any and all known material defects or material nonconformity of the Affected Class Vehicles, including the Engine Defect;
- (c) failing to disclose at the time of purchase and/or lease that the Affected Class Vehicles, including the 3.6L Pentastar V6 engine, was not in good working order, defective, not fit for their intended, and ordinary purpose, and created a serious and imminent risk of danger or harm to occupants of the Affected Class Vehicles;
- (d) failing to give adequate warnings and/or notices regarding the use, defects, and problems with the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles' to consumers who purchased and/or leased the Affected Class Vehicles, even though the Defendant, FCA, possessed exclusive knowledge of the inherent defect in the 3.6L Pentastar V6 engine before and at the time of purchase and/or lease;
- (e) failing to disclose, either through warnings and/or recall notices, and/or actively concealing, the fact that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles was defective, even though the Defendant, FCA, knew about the Engine Defect; and
- (f) representing that the Engine Defect in the Affected Class Vehicles would be covered under its warranty program.

114. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members in Alberta were deceived by the Defendant's, FCA's, failure to disclose its exclusive knowledge of the Engine Defect such that the 3.6L Pentastar V6 engine had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure.
115. By failing to disclose and actively concealing the Engine Defect, the Defendant, FCA,, engaged in unfair or deceptive acts or practices prohibited by sections 6 and 7 of the *Saskatchewan CPBPA*.
116. Further, as alleged herein, the Defendant, FCA, made misleading representations and/or omissions concerning the benefits, performance and/or safety of the Affected Class Vehicles, in particular as to the 3.6L Pentastar V6 engine by:
 - (a) publishing owners' manuals that made materially misleading omissions concerning the effectiveness of the 3.6L Pentastar V6 engine which uniformly omitted any warning to consumers that the engine had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure by:
 - (b) advertisements which uniformly omitted any information about the Engine Defect and which misled consumers into believing that the 3.6L Pentastar V6 engine would function properly ; and
 - (c) emphasizing and extolling in brochures and press releases that the Pentastar V6 engine was the most advanced V-6 cylinder engine in the history of the Defendant, FCA, as to fuel efficiency and performance.
117. The Defendant's, FCA's, conduct as alleged herein was, and is, in violation of sections 6 and 7 of the *Saskatchewan CPBPA*, in particular, by:

- (a) representing that the Affected Class Vehicles, including its 3.6L Pentastar V6 engine, was defect-free and did not pose a safety hazard, which it did not;
 - (b) representing that the Affected Class Vehicles, including 3.6L Pentastar V6 engine equipped therein, of a particular standard, quality or grade, when they were not;
 - (c) advertising the Affected Class Vehicles, including the 3.6L Pentastar V6 engine, with intent not to sell them as advertised; and
 - (d) representing that the Affected Class Vehicles, including the 3.6L Pentastar V6 engine, have been supplied in accordance with a previous representation as to benefits, performance and/or safety, when they have not.
118. In purchasing and/or leasing the Affected Class Vehicles proposed Class Members in Saskatchewan were deceived by the Defendant's, FCA's, failure to disclose its exclusive knowledge of the Engine Defect and/or its representations made as to the benefits, performance and/or safety of the Affected Class Vehicles as to the 3.6L Pentastar V6 engine in its sales brochure materials, manuals, press releases and/or websites.
119. The Defendant, FCA, intentionally and knowingly misrepresented and omitted material facts regarding its Affected Class Vehicles, specifically regarding the Engine Defect, with an intent to mislead proposed Class Members.
120. In purchasing and/or leasing the Affected Class Vehicles proposed Class Members were deceived by the Defendant's, FCA's, failure to disclose its knowledge of the Engine Defect and associated safety risk.
121. Proposed Class Members had no way of knowing of the Defendant's, FCA's, representations were false, misleading and incomplete or knowing the true nature of the Engine Defect in the Affected Class Vehicles. As alleged herein, the Defendant, FCA, engaged in a pattern of deception in the face of a known engine defect in the Affected Class Vehicles. Proposed Class Members did not, and could not, unravel the Defendant's, FCA's, deception on their own.

122. The Defendant, FCA, knew, or should have known, that its conduct violated sections 6 and 7 of the *Saskatchewan CPBPA*.
123. The Defendant, FCA, owed proposed Class Members a duty to disclose the truth about the Engine Defect in the Affected Class Vehicles as it created a serious safety hazard and the Defendant, FCA:
 - (a) possessed exclusive knowledge of the Engine Defect in the Affected Class Vehicles;
 - (b) intentionally concealed the foregoing from proposed Class Members; and/or
 - (c) failed to warn consumers or to publicly admit that the Affected Class Vehicles had an engine defect.
124. The Defendant, FCA, had a duty to disclose that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles was fundamentally flawed as described herein because it created a serious safety hazard and proposed Class Members relied on the Defendant's, FCA's, material misrepresentations and omissions regarding the Affected Class Vehicles and the Engine Defect.
125. The Defendant's, FCA's, conduct proximately caused injuries to the proposed Class Members that purchased and/or leased the Affected Class Vehicles and suffered harm as alleged herein.
126. Proposed Class Members were injured and suffered ascertainable loss, injury-in-fact and/or actual damage as a proximate result of the Defendant's, FCA's, conduct in that proposed Class Members incurred costs related the Engine Defect including repair, service and/or replacement costs, rental car costs and overpaid for their Affected Class Vehicles that have suffered a diminution in value.
127. The Defendant's, FCA's, violations cause continuing injuries to proposed Class Members. The Defendant's FCA's, unlawful acts and practices complained of herein affect the public interest.

128. The Defendant, FCA, knew of the defective 3.6L Pentastar V6 engine and that the Affected Class Vehicles were materially compromised by the Engine Defect.
129. The facts concealed and omitted by the Defendant, FCA, from the proposed Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase an Affected Class Vehicle or pay a lower price. Had the proposed Class Members known about the defective nature of the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles, they would not have purchased and/or leased the Affected Class Vehicles or would not have paid the prices they paid.
130. Proposed Class Members' injuries were directly or proximately caused by the Defendant's, FCA's, unlawful and deceptive business practices.
131. As a result of the Defendant's, FCA's, unfair practices in breach of the *Saskatchewan CPBPA*, proposed Class Members in Saskatchewan are entitled to damages, restitution and/or an injunction restraining the Defendant, FCA, from continuing the unfair practices pursuant to sections 93 (1) (a),(b) and (c) of the *Saskatchewan CPBPA*.
132. Proposed Class Members in Saskatchewan are entitled, to the extent necessary, a waiver of any applicable notice requirements under the *Saskatchewan CPBPA*, as a result of the Defendant's, FCA's, failure to disclose and/or actively conceal the Engine Defect from proposed Class Members in Saskatchewan and its misrepresentations as to the benefits, performance and/or safety of the Affected Class Vehicles regarding its engine.

The Business Practices Act, CCSM c.B120 ("*Manitoba BPA*")

133. Proposed Class Members in Manitoba hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
134. The Defendant, FCA, is in Manitoba for the purposes of the *Manitoba BPA*.
135. The Affected Class Vehicles are consumer "goods" within the meaning of section 1 of the *Manitoba BPA*.

136. Proposed Class Members in Manitoba who purchased and/or leased the Affected Class Vehicles primarily for personal, family or household purposes, and not for resale or for the purposes of carrying on business, are “consumers” within the meaning of section 1 of the *Manitoba BPA*.
137. The purchase and/or lease of the Affected Class Vehicles by proposed Class Members in Manitoba for personal, family or household purposes, and not for resale or for carrying on business constitutes a “consumer transaction” within the meaning of section 1 of the *Manitoba BPA*.
138. The Defendant, FCA, is a “supplier” within the meaning of section 1 of the *Manitoba BPA* as it carried on business in Manitoba and who in the course of business participated in a consumer transaction by: (i) supplying goods to a consumer, or (ii) soliciting, offering, advertising or promoting with respect to a consumer transaction, whether or not privity of contract exists between that person and the consumer, and includes an assignee of, any rights or obligations of the supplier under the *Manitoba BPA*. The Defendant, FCA, is the vehicle manufacturer of the Affected Class Vehicles and distributes, markets and/or supplies such vehicles to consumers including proposed Class Members in Manitoba. At all relevant times, the Defendant, FCA, was a supplier and/or seller of the Affected Class Vehicles as its resellers, authorized dealers and/or distributors were acting as the agents of the Defendant, FCA.
139. By failing to disclose and actively concealing the Engine Defect in the Affected Class Vehicles, the Defendant, FCA, engaged in unfair and deceptive trade practices prohibited by sections 2(1) and 3 of the *Manitoba BPA*. The Defendant, FCA, knew that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure for years and made misleading statements or omissions concerning the Engine Defect, but yet failed to adequately warn consumers.
140. As alleged herein, the Defendant, FCA, made misleading representations and omissions

concerning the benefits and performance of the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles.

141. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members were deceived by the Defendant's, FCA's, failure to disclose its knowledge of the Engine Defect and associated safety risk.
142. In particular, the Defendant, FCA, engaged in a pattern of unfair or deceptive acts or practices in failing to disclose to proposed Class Members that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure, as follows:
 - (a) failing to disclose that the Affected Class Vehicles, including the 3.6L Pentastar V6 engine was not of a particular standard, quality, or grade;
 - (b) failing to disclose before, during and/or after the time of purchase, lease and/or repair, any and all known material defects or material nonconformity of the Affected Class Vehicles, including the Engine Defect;
 - (c) failing to disclose at the time of purchase and/or lease that the Affected Class Vehicles, including the 3.6L Pentastar V6 engine, was not in good working order, defective, not fit for their intended, and ordinary purpose, and created a serious and imminent risk of danger or harm to occupants of the Affected Class Vehicles;
 - (d) failing to give adequate warnings and/or notices regarding the use, defects, and problems with the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles' to consumers who purchased and/or leased the Affected Class Vehicles, even though the Defendant, FCA, possessed exclusive knowledge of the inherent defect in the 3.6L Pentastar V6 engine before and at the time of purchase and/or lease;

- (e) failing to disclose, either through warnings and/or recall notices, and/or actively concealing, the fact that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles was defective, even though the Defendant, FCA, knew about the Engine Defect; and
 - (f) representing that the Engine Defect in the Affected Class Vehicles would be covered under its warranty program.
143. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members in Manitoba were deceived by the Defendant's, FCA's, failure to disclose its exclusive knowledge of the Engine Defect such that the 3.6L Pentastar V6 engine had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure.
144. By failing to disclose and actively concealing the Engine Defect, the Defendant, FCA,, engaged in unfair or deceptive acts or practices prohibited by sections 2(1) and 3 of the *Manitoba BPA*.
145. Further, as alleged herein, the Defendant, FCA, made misleading representations and/or omissions concerning the benefits, performance and/or safety of the Affected Class Vehicles, in particular as to the 3.6L Pentastar V6 engine by:
- (a) publishing owners' manuals that made materially misleading omissions concerning the effectiveness of the 3.6L Pentastar V6 engine which uniformly omitted any warning to consumers that the engine had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure by:
 - (b) advertisements which uniformly omitted any information about the Engine Defect and which misled consumers into believing that the 3.6L Pentastar V6 engine would function properly ; and

- (c) emphasizing and extolling in brochures and press releases that the Pentastar V6 engine was the most advanced V-6 cylinder engine in the history of the Defendant, FCA, as to fuel efficiency and performance.
146. The Defendant's, FCA's, conduct as alleged herein was, and is, in violation of sections 2(1) and 3 of the *Manitoba BPA*, in particular, by:
- (a) representing that the Affected Class Vehicles, including its 3.6L Pentastar V6 engine, was defect-free and did not pose a safety hazard, which it did not;
 - (b) representing that the Affected Class Vehicles, including 3.6L Pentastar V6 engine equipped therein, of a particular standard, quality or grade, when they were not;
 - (c) advertising the Affected Class Vehicles, including the 3.6L Pentastar V6 engine, with intent not to sell them as advertised; and
 - (d) representing that the Affected Class Vehicles, including the 3.6L Pentastar V6 engine, have been supplied in accordance with a previous representation as to benefits, performance and/or safety, when they have not.
147. In purchasing and/or leasing the Affected Class Vehicles proposed Class Members in Manitoba were deceived by the Defendant's, FCA's, failure to disclose its exclusive knowledge of the Engine Defect and/or its representations made as to the benefits, performance and/or safety of the Affected Class Vehicles as to the 3.6L Pentastar V6 engine in its sales brochure materials, manuals, press releases and/or websites.
148. The Defendant, FCA, intentionally and knowingly misrepresented and omitted material facts regarding its Affected Class Vehicles, specifically regarding the Engine Defect, with an intent to mislead proposed Class Members.
149. In purchasing and/or leasing the Affected Class Vehicles proposed Class Members were deceived by the Defendant's, FCA's, failure to disclose its knowledge of the Engine Defect and associated safety risk.

150. Proposed Class Members had no way of knowing of the Defendant's, FCA's, representations were false, misleading and incomplete or knowing the true nature of the Engine Defect in the Affected Class Vehicles. As alleged herein, the Defendant, FCA, engaged in a pattern of deception in the face of a known engine defect in the Affected Class Vehicles. Proposed Class Members did not, and could not, unravel the Defendant's, FCA's, deception on their own.
151. The Defendant, FCA, knew, or should have known, that its conduct violated sections 2(1) and 3 of the *Manitoba BPA*.
152. The Defendant, FCA, owed proposed Class Members a duty to disclose the truth about the Engine Defect in the Affected Class Vehicles as it created a serious safety hazard and the Defendant, FCA:
 - (a) possessed exclusive knowledge of the Engine Defect in the Affected Class Vehicles;
 - (b) intentionally concealed the foregoing from proposed Class Members; and/or
 - (c) failed to warn consumers or to publicly admit that the Affected Class Vehicles had an engine defect.
153. The Defendant, FCA, had a duty to disclose that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles was fundamentally flawed as described herein because it created a serious safety hazard and proposed Class Members relied on the Defendant's, FCA's, material misrepresentations and omissions regarding the Affected Class Vehicles and the Engine Defect.
154. The Defendant's, FCA's, conduct proximately caused injuries to the proposed Class Members that purchased and/or leased the Affected Class Vehicles and suffered harm as alleged herein.
155. Proposed Class Members were injured and suffered ascertainable loss, injury-in-fact and/or actual damage as a proximate result of the Defendant's, FCA's, conduct in that proposed

Class Members incurred costs related the Engine Defect including repair, service and/or replacement costs, rental car costs and overpaid for their Affected Class Vehicles that have suffered a diminution in value.

156. The Defendant's, FCA's, violations cause continuing injuries to proposed Class Members. The Defendant's, FCA's, unlawful acts and practices complained of herein affect the public interest.
157. The Defendant, FCA, knew of the defective 3.6L Pentastar V6 engine and that the Affected Class Vehicles were materially compromised by the Engine Defect.
158. The facts concealed and omitted by the Defendant, FCA, from the proposed Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase an Affected Class Vehicle or pay a lower price. Had the proposed Class Members known about the defective nature of the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles, they would not have purchased and/or leased the Affected Class Vehicles or would not have paid the prices they paid.
159. Proposed Class Members' injuries were directly or proximately caused by the Defendant's, FCA's, unlawful and deceptive business practices.
160. As a result of the Defendant's, FCA's, breaches of the *Manitoba BPA*, proposed Class Members in Manitoba are entitled to damages under section 23(2)(a) of the *Manitoba BPA*, rescission of the consumer transaction under section 23(2)(b) of the *Manitoba BPA*, and an injunction under section 23(2)(c) of the *Manitoba BPA* to restrain such conduct.
161. Proposed Class Members in Manitoba are entitled, to the extent necessary, a waiver of any notice requirements under the *Manitoba BPA*, as a result of the Defendant's, FCA's, failure to disclose and/or actively conceal the Engine Defect from proposed Class Members in Manitoba and its misrepresentations as to the benefits, performance and/or safety of the Affected Class Vehicles regarding its engine.

Consumer Protection Act, SO 2002, c.30, Sch A ("*Ontario CPA*")

162. Proposed Class Members in Ontario hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
163. The Defendant, FCA, is in Ontario for the purposes of the *Ontario CPA*.
164. The Affected Class Vehicles are consumer "goods" within the meaning of section 1 of the *Ontario CPA*.
165. Proposed Class Members in Ontario who purchased and/or leased the Affected Class Vehicles for personal, family or household purposes, and not for business purposes, are "consumers" within the meaning of section 1 of the *Ontario CPA*.
166. The purchase and/or lease of the Affected Class Vehicles by proposed Class Members in Ontario for personal, family or household purposes, and not for business purposes, constitutes a "consumer transaction" and/or "consumer agreement" within the meaning of section 1 of the *Ontario CPA*.
167. The Defendant, FCA, is a "supplier" within the meaning of section 1 of the *Ontario CPA* and who are in the business of selling, leasing or trading in goods and services, and includes the agent of the supplier or any person who holds themselves out to be a supplier or agent of the supplier. The Defendant, FCA, is the manufacturer of the Affected Class Vehicles and market, distribute and/or supply such vehicles to consumers, including proposed Class Members through authorized dealerships, distributors and/or resellers as their sales agents.
168. As alleged herein, the Defendant, FCA, made misleading representations and omissions concerning the benefits, performance and/or safety of the Affected Class Vehicles as to the 3.6L Pentastar V6 engine.
169. In purchasing and/or leasing the Affected Class Vehicles proposed Class Members were deceived by the Defendant's, FCA's, failure to disclose its knowledge of the Engine Defect and associated safety risk.

170. Pursuant to section 14(1) of the *Ontario CPA* it is an unfair practice for a person to make a false, misleading or deceptive representation.
171. Pursuant to sections 14(1) and (2) of the *Ontario CPA* the Defendant, Vehicle Manufacturers, have engaged in unfair practices relating to false, misleading or deceptive representations which were made before, during and/or after proposed Class Members in Ontario entered into agreements to purchase and/or lease the Affected Class Vehicles. The Defendant, FCA, knew that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure for years and made misleading statements or omissions concerning the Engine Defect, but yet failed to adequately warn consumers.
172. As alleged herein, the Defendant, FCA, made misleading representations and omissions concerning the benefits and performance of the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles.
173. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members were deceived by the Defendant's, FCA's, failure to disclose its knowledge of the Engine Defect and associated safety risk.
174. In particular, the Defendant, FCA, engaged in a pattern of unfair or deceptive acts or practices in failing to disclose to proposed Class Members that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure, as follows:
 - (a) failing to disclose that the Affected Class Vehicles, including the 3.6L Pentastar V6 engine was not of a particular standard, quality, or grade;
 - (b) failing to disclose before, during and/or after the time of purchase, lease and/or

repair, any and all known material defects or material nonconformity of the Affected Class Vehicles, including the Engine Defect;

- (c) failing to disclose at the time of purchase and/or lease that the Affected Class Vehicles, including the 3.6L Pentastar V6 engine, was not in good working order, defective, not fit for their intended, and ordinary purpose, and created a serious and imminent risk of danger or harm to occupants of the Affected Class Vehicles;
 - (d) failing to give adequate warnings and/or notices regarding the use, defects, and problems with the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles' to consumers who purchased and/or leased the Affected Class Vehicles, even though the Defendant, FCA, possessed exclusive knowledge of the inherent defect in the 3.6L Pentastar V6 engine before and at the time of purchase and/or lease;
 - (e) failing to disclose, either through warnings and/or recall notices, and/or actively concealing, the fact that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles was defective, even though the Defendant, FCA, knew about the Engine Defect; and
 - (f) representing that the Engine Defect in the Affected Class Vehicles would be covered under its warranty program.
175. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members in Manitoba were deceived by the Defendant's, FCA's, failure to disclose its exclusive knowledge of the Engine Defect such that the 3.6L Pentastar V6 engine had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure.
176. By failing to disclose and actively concealing the Engine Defect, the Defendant, FCA, engaged in unfair or deceptive acts or practices prohibited by sections 14(1) and (2) of the *Ontario BPA*.

177. Further, as alleged herein, the Defendant, FCA, made misleading representations and/or omissions concerning the benefits, performance and/or safety of the Affected Class Vehicles, in particular as to the 3.6L Pentastar V6 engine by:

- (a) publishing owners' manuals that made materially misleading omissions concerning the effectiveness of the 3.6L Pentastar V6 engine which uniformly omitted any warning to consumers that the engine had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure by:
- (b) advertisements which uniformly omitted any information about the Engine Defect and which misled consumers into believing that the 3.6L Pentastar V6 engine would function properly ; and
- (c) emphasizing and extolling in brochures and press releases that the Pentastar V6 engine was the most advanced V6 cylinder engine in the history of the Defendant, FCA, as to fuel efficiency and performance.

178. The Defendant's, FCA's, conduct as alleged herein was, and is, in violation of sections 14(1) and (2) of the *Ontario BPA*, in particular, by:

- (a) representing that the Affected Class Vehicles, including its 3.6L Penatstar V6 engine, was defect-free and did not pose a safety hazard, which it did not;
- (b) representing that the Affected Class Vehicles, including 3.6L Pentastar V6 engine equipped therein, of a particular standard, quality or grade when they were not;
- (c) advertising the Affected Class Vehicles, including the 3.6L Pentstar V6 engine, with intent not to sell them as advertised; and
- (d) representing that the Affected Class Vehicles, including the 3.6L Pentastar V6

engine, have been supplied in accordance with a previous representation as to benefits, performance and/or safety when they have not.

179. In purchasing and/or leasing the Affected Class Vehicles proposed Class Members in Ontario were deceived by the Defendant's, FCA's, failure to disclose its exclusive knowledge of the Engine Defect and/or its representations made as to the benefits, performance and/or safety of the Affected Class Vehicles as to the 3.6L Pentastar V6 engine in its sales brochure materials, manuals, press releases and/or websites.
180. The Defendant, FCA, intentionally and knowingly misrepresented and omitted material facts regarding its Affected Class Vehicles, specifically regarding the Engine Defect, with an intent to mislead proposed Class Members.
181. In purchasing and/or leasing the Affected Class Vehicles proposed Class Members were deceived by the Defendant's, FCA's, failure to disclose its knowledge of the Engine Defect and associated safety risk.
182. Proposed Class Members had no way of knowing of the Defendant's, FCA's, representations were false, misleading and incomplete or knowing the true nature of the Engine Defect in the Affected Class Vehicles. As alleged herein, the Defendant, FCA, engaged in a pattern of deception in the face of a known engine defect in the Affected Class Vehicles. Proposed Class Members did not, and could not, unravel the Defendant's, FCA's, deception on their own.
183. The Defendant, FCA, knew, or should have known, that its conduct violated sections 14(1) and (2) of the *Ontario BPA*.
184. The Defendant, FCA, owed proposed Class Members a duty to disclose the truth about the Engine Defect in the Affected Class Vehicles as it created a serious safety hazard and the Defendant, FCA:
 - (a) possessed exclusive knowledge of the Engine Defect in the Affected Class Vehicles;

- (b) intentionally concealed the foregoing from proposed Class Members; and/or
 - (c) failed to warn consumers or to publicly admit that the Affected Class Vehicles had an engine defect.
185. The Defendant, FCA, had a duty to disclose that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles was fundamentally flawed as described herein because it created a serious safety hazard and proposed Class Members relied on the Defendant's, FCA's, material misrepresentations and omissions regarding the Affected Class Vehicles and the Engine Defect.
186. The Defendant's FCA's, conduct proximately caused injuries to the proposed Class Members that purchased and/or leased the Affected Class Vehicles and suffered harm as alleged herein.
187. Proposed Class Members were injured and suffered ascertainable loss, injury-in-fact and/or actual damage as a proximate result of the Defendant's, FCA's, conduct in that proposed Class Members incurred costs related the Engine Defect including repair, service and/or replacement costs, rental car costs and overpaid for their Affected Class Vehicles that have suffered a diminution in value.
188. The Defendant's, FCA's, violations cause continuing injuries to proposed Class Members. The Defendant's, FCA's, unlawful acts and practices complained of herein affect the public interest.
189. The Defendant, FCA, knew of the defective 3.6L Pentastar V6 engine and that the Affected Class Vehicles were materially compromised by the Engine Defect.
190. The facts concealed and omitted by the Defendant, FCA, from the proposed Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase an Affected Class Vehicle or pay a lower price. Had the proposed Class Members known about the defective nature of the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles, they would not have purchased and/or

leased the Affected Class Vehicles or would not have paid the prices they paid.

191. Proposed Class Members' injuries were directly or proximately caused by the Defendant's, FCA's, unlawful and deceptive business practices.
192. As a result of the Defendant's, FCA's, breaches of the *Ontario CPA*, proposed Class Members in Ontario are entitled to damages or, alternatively, recession or restitution if recession is not possible, under sections 18(1) and (2) of the *Ontario CPA*.
193. Proposed Class Members in Ontario are entitled, to the extent necessary, a waiver of any notice requirements under section 18(3) and (15) of the *Ontario CPA*, as a result of the Defendant's, FCA's, failure to disclose and/or actively conceal the Engine Defect from proposed Class Members in Ontario and its misrepresentations as to the benefits, performance and/or safety of the Affected Class Vehicles regarding its engine.

Consumer Product Warranty and Liability Act, SNB 1978, c. C-18.1 ("*NB CPWLA*")

194. Proposed Class Members in New Brunswick hereby incorporate by reference the allegations contained in the preceding paragraphs of this Further Amended Notice of Civil Claim.
195. The Defendant, FCA, is in New Brunswick for the purposes of the *NB CPWLA*.
196. The Affected Class Vehicles are "consumer products " within the meaning of section 1(1) of the *NB CPWLA*.
197. Proposed Class Members in New Brunswick who purchased and/or leased the Affected Class Vehicles primarily for personal, family or household purposes, and not for business purposes, are "buyers" or consumers within the meaning of section 1(1) of the *NB CPWLA*.
198. The purchase and/or lease of the Affected Class Vehicles by proposed Class Members in New Brunswick primarily for personal, family or household purposes, and not for business purposes, constitutes a "contract for the sale or supply of a consumer product", or a

consumer transaction within the meaning of section 1(1) of the *NB CPWLA*.

199. The Defendant, FCA, is a “seller”, within the meaning of section 1(1) of the *NB CPWLA*, who supply a consumer product under a contract for the sale or supply of a consumer product. Further, the Defendant, FCA, is also a “distributor” of the Affected Class Vehicles as it manufactures, market and/or supplies such vehicles to consumers, including proposed Class Members in New Brunswick, within the meaning of section 1(1) of the *NB CPWLA*. Privity of contract is not required between a seller and buyer for a consumer product under the *NB CPWLA*.
200. The meaning of “loss” within section 1 of the *NB CPWLA* includes loss or damage of any kind, including economic loss, damage to property and personal injury.
201. By failing to disclose and actively concealing the Engine Defect in the Affected Class Vehicles, the Defendant, FCA, engaged in unfair and deceptive trade practices prohibited by section 4(1) of the *NP CPWLA*. The Defendant, FCA, knew that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure for years and made misleading statements or omissions concerning the Engine Defect, but yet failed to adequately warn consumers.
202. As alleged herein, the Defendant, FCA, made misleading representations and omissions concerning the benefits and performance of the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles.
203. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members were deceived by the Defendant’s, FCA’s, failure to disclose its knowledge of the Engine Defect and associated safety risk.
204. In particular, the Defendant, FCA, engaged in a pattern of unfair or deceptive acts or practices in failing to disclose to proposed Class Members that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles had an excessive heat defect causing

premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure, as follows:

- (a) failing to disclose that the Affected Class Vehicles, including the 3.6L Pentastar V6 engine was not of a particular standard, quality, or grade;
- (b) failing to disclose before, during and/or after the time of purchase, lease and/or repair, any and all known material defects or material nonconformity of the Affected Class Vehicles, including the Engine Defect;
- (c) failing to disclose at the time of purchase and/or lease that the Affected Class Vehicles, including the 3.6L Pentastar V6 engine, was not in good working order, defective, not fit for their intended, and ordinary purpose, and created a serious and imminent risk of danger or harm to occupants of the Affected Class Vehicles;
- (d) failing to give adequate warnings and/or notices regarding the use, defects, and problems with the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles' to consumers who purchased and/or leased the Affected Class Vehicles, even though the Defendant, FCA, possessed exclusive knowledge of the inherent defect in the 3.6L Pentastar V6 engine before and at the time of purchase and/or lease;
- (e) failing to disclose, either through warnings and/or recall notices, and/or actively concealing, the fact that the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles was defective, even though the Defendant, FCA, knew about the Engine Defect; and
- (f) representing that the Engine Defect in the Affected Class Vehicles would be covered under its warranty program.

205. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members in New Brunswick were deceived by the Defendant's, FCA's, failure to disclose its exclusive

knowledge of the Engine Defect such that the 3.6L Pentastar V6 engine, had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure.

206. By failing to disclose and actively concealing the Engine Defect, the Defendant, FCA, engaged in unfair or deceptive acts or practices prohibited by the sections 4(1) of the *NB CPWLA*.
207. Further, as alleged herein, the Defendant, FCA, made misleading representations and/or omissions concerning the benefits, performance and/or safety of the Affected Class Vehicles, in particular as to the 3.6L Pentastar V6 engine by:
- (a) publishing owners' manuals that made materially misleading omissions concerning the effectiveness of the 3.6L Pentastar V6 engine which uniformly omitted any warning to consumers that the engine had an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure by:
 - (b) advertisements which uniformly omitted any information about the Engine Defect and which misled consumers into believing that the 3.6L Pentastar V6 engine would function properly ; and
 - (c) emphasizing and extolling in brochures and press releases that the Pentastar V6 engine was the most advanced V-6 cylinder engine in the history of the Defendant, FCA, as to fuel efficiency and performance.
208. The Defendant's, FCA's, conduct as alleged herein was, and is, in violation of sections 4(1) and (3) of the *NB CPWLA*, in particular, by:
- (a) representing that the Affected Class Vehicles, including its 3.6L Penatstar V6 engine, was defect-free and did not pose a safety hazard, which it did not;

- (b) representing that the Affected Class Vehicles, including 3.6L Pentastar V6 engine equipped therein, of a particular standard, quality or grade. when they were not;
- (c) advertising the Affected Class Vehicles, including the 3.6L Pentastar V6 engine, with intent not to sell them as advertised; and
- (d) representing that the Affected Class Vehicles, including the 3.6L Pentastar V6 engine, have been supplied in accordance with a previous representation as to benefits, performance and/or safety. when they have not.

209. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members in New Brunswick were deceived by the Defendant's, FCA's, failure to disclose its exclusive knowledge of the Engine Defect and/or its representations made as to the benefits, safety and/or performance of its Affected Class Vehicles in its sales brochure materials, manuals, press releases and/or websites. Pursuant to section 4(1) of the *NB CPWLA* statements made by a seller to a buyer regarding a product are express warranties. As such, the Defendant's, FCA's, false, misleading or deceptive statements and/or representations concerning the benefits, performance and/or safety of the Affected Class Vehicles, including the 3.6L Pentastar V6 engine, to proposed Class Members in New Brunswick, are in violation of the provisions of section 4(1) of the *NP CPWLA*.

210. Proposed Class Members in New Brunswick had no way of knowing of the Defendant's, FCA's, statements and/or representations were false, misleading and incomplete or knowing the true nature of the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles at the time of purchase and/or lease. As alleged herein, the Defendant, FCA, engaged in a pattern of deception in the face of a known defect with the 3.6L Pentastar V6 engine. Proposed Class Members in New Brunswick did not, and could not, unravel the Defendant's, FCA's, deception on their own.

211. Further, pursuant to sections 27(1)(a) and (d) of the *NB CPWLA* a supplier of a consumer product that is unreasonably dangerous to a person because of a defect in design, materials or workmanship is liable to any person who suffers a consumer loss in the Province of New

Brunswick because of the defect, if the loss was reasonably foreseeable at the time of the supply as liable to result from the defect and: (i) the supplier has supplied the consumer product in the Province of New Brunswick; or (ii) the supplier has supplied the consumer product outside the Province of New Brunswick but at the time of the supply it was reasonably foreseeable that the product would be used or consumed in the Province of New Brunswick.

212. As alleged herein, the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles has an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure, all of which was reasonably foreseeable at the time of the contract of purchase and/or lease of the Affected Class Vehicles.
213. The Defendant, FCA, supplied and/or distributed the Affected Class Vehicles for purchase and/or lease to consumers in the Province of New Brunswick or outside the Province of New Brunswick for use in the Province of New Brunswick, which was reasonably foreseeable at the time of purchase and/or lease.
214. As a result of the Engine Defect proposed Class Members in New Brunswick suffered a consumer loss, including, but not limited to, repair, service, and/or replacement costs, rental car costs and overpaid for their Affected Class Vehicles that have suffered a diminution in value, all of which was reasonably foreseeable at the time of the contract of purchase and/or lease of the Affected Class Vehicles and for which the Defendant, FCA, is liable pursuant to sections 27(1)(a) and/or 28 of the *NB CPWLA*.
215. Proposed Class Members in New Brunswick are entitled, to the extent necessary, a waiver of any notice requirements under the *NB CPWLA*, as a result of the Defendant, Vehicle Manufacturers', failure to disclose and/or actively conceal the Engine Defect from proposed Class Members in New Brunswick and its misrepresentations as to the benefits, performance and/or safety of the Affected Class Vehicles regarding its engine.

Breach of the *Competition Act*

216. The Plaintiff and proposed Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
217. By making representations to the public as to the quality, character, performance, efficiency and/or safety of the Affected Class Vehicles, the Defendant, FCA, breached sections 36 and/or 52 of the *Competition Act*, in that its representations:
- (a) were made to the public in the form of advertising brochures, statements and/or other standardized statements claiming the benefits, performance, fuel efficiency, and/or safety of the Affected Class Vehicles;
 - (b) were made to promote the supply or use of a product or for the purpose of promoting its business interests;
 - (c) stated safety of the Affected Class Vehicles; and
 - (d) were false and misleading in a material respect.
218. At all relevant times, the Defendant, FCA, was the seller and/or supplier of the Affected Class Vehicles. As such, there existed contractual privity and/or vertical privity of contract between the Plaintiff and proposed Class Members and the Defendant, FCA, as to the Affected Class Vehicles as its resellers, authorized dealers and/or distributors at all material times were acting as the agents of the Defendant, FCA.
219. The Defendant, FCA, engaged in unfair competition and unfair or unlawful business practices through the conduct, statements and omissions described herein and by knowingly and intentionally concealing the Engine Defect in the Affected Class Vehicles from Plaintiff and proposed Class Members, along with concealing the safety risks, costs, and monetary damage resulting from the Engine Defect. The Defendant, FCA, should have disclosed this information because it was in a superior position to know the true facts related to the Engine Defect and Plaintiff and proposed Class Members could not reasonably be

expected to learn or discover the true facts related to the Engine Defect.

220. The Engine Defect in the Affected Class Vehicles constitutes a safety issue. The 3.6L Pentastar V6 engine has an excessive heat defect causing premature wear of component parts in the valvetrain which prevented oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power or total engine failure, which triggered the Defendant's, FCA's, duty to disclose the safety issue to consumers.
221. These acts and practices have deceived the Plaintiff and proposed Class Members. In failing to disclose the Engine Defect and suppressing other material facts from the Plaintiff and proposed Class Members, the Defendant, FCA, breached its duty to disclose these facts, violated the *Competition Act* and caused injuries to the Plaintiff and proposed Class Members. The Defendant's, FCA's, omissions and concealment pertained to information that was material to the Plaintiff and proposed Class Members, as it would have been to all reasonable consumers.
222. Further, the Plaintiff and proposed Class Members relied upon the Defendant's, FCA's, misrepresentations as to the safety and dependability of the Affected Class Vehicles to their detriment in purchasing and/or leasing the Affected Class Vehicles so as to cause loss and/or damage to the Plaintiff and proposed Class Members.
223. The Plaintiff and proposed Class Members have, therefore, suffered damages and are entitled to recover damages pursuant to section 36(1) and/or 52 of the *Competition Act*.

Unjust Enrichment

224. The Plaintiff and proposed Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
225. The Defendant, FCA, has unjustly profited from the Engine Defect in the Affected Class Vehicles whose value was inflated by its active concealment and the Plaintiff and proposed Class Members have overpaid for the Affected Class Vehicles.

226. The Defendant, FCA, has received and retained unjust benefits from the Plaintiff and proposed Class Members and an inequity has resulted. It is inequitable and unconscionable for the Defendant, FCA, to retain these benefits.
227. As a result of the Defendant's, FCA's, fraud and/or deception, the Plaintiff and proposed Class Members were not aware of the true facts concerning the Engine Defect in the Affected Class Vehicles and did not benefit from the Defendant's, FCA's, misconduct.
228. The Defendant, FCA, knowingly accepted the unjust benefits of its fraudulent conduct. There is no juristic reason why the amount of its unjust enrichment should not be disgorged and returned to the Plaintiff and proposed Class Members, in an amount to be proven at Trial.
229. Further, the purchase of both new and/or used Affected Class Vehicles from authorized or affiliated dealerships of the Defendant, FCA, or third party sellers conferred a benefit on the Defendant, FCA, as such vehicles required use of the Defendant's FCA's, parts as called for in the Defendant's, FCA's, repair of the Engine Defect in the Affected Class Vehicles.

Tolling of the *Limitation Act*, S.B.C. 2012, c. 13

230. The Plaintiff and proposed Class Members had no way of knowing about the Engine Defect in the Affected Class Vehicles. The Defendant, FCA, concealed its knowledge of the Engine Defect while continuing to market, sell and/or lease, the Affected Class Vehicles.
231. Within the *Limitation Act*, and to equivalent legislative provisions in the rest of Canada as described in Schedule "A", the Plaintiff and proposed Class Members could not have discovered through the exercise of reasonable diligence that the Defendant, FCA, was concealing the conduct complained of herein and misrepresenting the true qualities of the Affected Class Vehicles.
232. The Plaintiff and proposed Class Members did not know facts that would have caused a reasonable person to suspect or appreciate that there was a defect in the 3.6L Pentastar V6 engine equipped in the Affected Class Vehicles.

233. For these reasons, the *Limitation Act*, and to equivalent legislative provisions in the rest of Canada, as described in Schedule "A", has been tolled by operation of the discovery rule with respect to the claims in this proposed class proceeding.
234. Further, due to Defendant's, FCA's, knowing and active concealment throughout the time period relevant to this proposed class proceeding, the *Limitation Act*, and to equivalent legislative provisions in the rest of Canada as described in Schedule "A" has been tolled.
235. Instead of publicly disclosing the Engine Defect in the Affected Class Vehicles, the Defendant, FCA, kept the Plaintiff and proposed Class Members in the dark as to the Engine Defect and the serious safety hazard it presented.
236. The Defendant, FCA, was under a continuous duty to disclose to the Plaintiff and proposed Class Members the existence of the Engine Defect in the Affected Class Vehicles.
237. The Defendant, FCA, knowingly, affirmatively and actively concealed or recklessly disregarded the true nature, quality and character of the Affected Class Vehicles.
238. As such, the Defendant, FCA, is estopped from relying on the *Limitation Act*, and equivalent legislative provisions in the rest of Canada as described in Schedule "A", in defense of this proposed class proceeding.

Plaintiff(s') address for service:

Garcha & Company
Barristers & Solicitors
#405 - 4603 Kingsway
Burnaby, BC V5H 4M4
Canada

Fax number address for service (if any):

604-435-4944

E-mail address for service (if any):

none

Place of trial:

Vancouver, BC, Canada

The address of the registry is:

800 Smithe Street
Vancouver, BC V6Z 2E1
Canada

Dated: March 29, 2022

A handwritten signature in black ink, appearing to read 'K. Garcha', written over a horizontal line.

Signature of K.S. Garcha
lawyer for plaintiff(s)

Schedule "A"
Limitation Act Legislation Across Canada

Province or Territory	Legislation
Alberta	<i>Limitations Act</i> , RSA 2000, c. L-12
Saskatchewan	<i>The Limitations Act</i> , SS 2004, c. L-16.1
Manitoba	<i>The Limitation of Actions Act</i> , CCSM c. L150
Ontario	<i>Limitations Act</i> , 2002, SO 2002, c. 24, Sch. B
Newfoundland and Labrador	<i>Limitations Act</i> , SNL 1995, c. L-16.1
Nova Scotia	<i>Limitation of Actions Act</i> , SNS 2014, c. 35
New Brunswick	<i>Limitation of Actions Act</i> , SNB 2009, c. L-8.5
Prince Edward Island	<i>Statute of Limitations</i> , RSPEI 1988, c. S-7
Yukon	<i>Limitation of Actions Act</i> , RSY 2002, c. 139
Northwest Territories	<i>Limitation of Actions Act</i> , RSNWT 1988, c. L-8
Nunavut	<i>Limitation of Actions Act</i> , RSNWT (Nu) 1988, c. L-8

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE OUTSIDE
BRITISH COLUMBIA**

There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The Plaintiff and the Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act* R.S.B.C. 2003 c.28 (the "CJPTA") in respect of these Defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10(e)(i), (iii)(a) & (b), (f), (g), (h) and (l) of the *CJPTA* because this proceeding:

- (e)(i) concerns contractual obligations to a substantial extent, were to be performed in British Columbia;
- (e) (iii)(a) & (b) the contract is for the purchase of property, services or both, for use other than in the course of the purchaser's trade or profession, and resulted from a solicitation of business in British Columbia by or on behalf of the seller;
- (f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
- (g) concerns a tort committed in British Columbia;
- (h) concerns a business carried on in British Columbia;
- (i) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

Appendix

[The following information is provided for data collection purposes only and is of no legal effect.]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

This is a consumer product liability proposed multi-jurisdictional class proceeding involving certain Defendant, FCA, vehicles with a defective 3.6L Pentastar V6 engine which develops excessive heat causing premature wear of component parts in the valvetrain so as to prevent oil in the engine from adequately lubricating the component parts, including the rocker arms, resulting in cylinder misfire, loss of power and total engine failure, all of which poses a serious risk of injury or harm to the driver and occupants of the vehicle.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☐ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☒ a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- ☒ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☐ none of the above
- ☐ do not know

Part 4:

1. *Class Proceedings Act*, R.S.B.C. 1996, c. 50
2. *Court Jurisdiction and Proceedings Transfer Act*, R.S.B.C. 2003 c. 28
3. *Business Practices and Consumer Protection Act*, S.B.C. 2004; *Consumer Protection Act*, RSA 2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, SS, 2014, c C-30.2; *The Business Practices Act*, CCSM c B120; *Consumer Protection Act*, 2002, SO 2002, c 30, Sch A; *Consumer Product Warranty and Liability Act*, and SNB 1978, c C-18.1
4. *Sale of Goods Act*, R.S.B.C 1996, c. 410; *Sale of Goods Act*, RSA 2000, c. S-2; *Sale of Goods Act*, RSS 1978, c. S-1; *The Sale of Goods Act*, CCSM 2000, c. S10; *Sale of Goods Act*, RSO 1990, c. S.1; *Sale of Goods Act*, RSNL 1990, c. S-6 ;*Sale of Goods Act*, RSNS 1989, c. 408; *Sale of*

Goods Act, RSNB 2016, c. 110; *Sale of Goods Act*, RSPEI 1988, c. S-1; *Sale of Goods Act*, RSY 2002, c. 198; *Sale of Goods Act*, RSNWT 1988, c. S-2; and *Sale of Goods Act*, RSNWT (Nu) 1988, c. S-2;

5. *Motor Vehicle Safety Act*, R.S.C. 1993, c.16

6. *Court Order Interest Act*, R.S.B.C., c. 79

7. *Competition Act*, R.S.C 1985, c. C-34

8. *Limitation Act*, S.B.C. 2012, c.13; *Limitations Act*, RSA 2000, c. L-12; *The Limitations Act*, SS 2004, c. L-16.1; *The Limitations Act*, SS 2004, c. L-16.1; *The Limitation of Actions Act*, CCSM c. L150; *Limitations Act*, 2002, SO 2002, c. 24, Sch. B; *Limitations Act*, SNL 1995, c. L-16.1; *Limitation of Actions Act*, SNS 2014, c. 35; *Limitation of Actions Act*, SNB 2009, c. L-8.5; *Statute of Limitations*, RSPEI 1988, c. S-7; *Limitation of Actions Act*, RSY 2002, c. 139; *Limitation of Actions Act*, RSNWT 1988, c. L-8; *Limitation of Actions Act*, RSNWT (Nu) 1988, c. L-8

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