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 situated.

13 **UNITED STATES DISTRICT COURT**
 14 **SOUTHERN DISTRICT OF CALIFORNIA**

15 **SCOTT A. OLSEN**, an individual, on
 behalf of himself and all others similarly
 16 situated,

17 Plaintiff,

18 v.

19 **FIAT CHRYSLER AUTOMOBILES**
 (FCA) US, LLC,

20 Defendant.

CASE NO.: '22CV0368 TWR NLS
CLASS ACTION COMPLAINT

1. VIOLATION OF CALIFORNIA UNFAIR BUSINESS PRACTICES ACT
2. VIOLATION OF CALIFORNIA FALSE ADVERTISING LAW
3. VIOLATION OF CALIFORNIA CONSUMER LEGAL REMEDIES ACT
4. FRAUD AND DECEIT
5. NEGLIGENT MISREPRESENTATION
6. UNJUST ENRICHMENT
7. NEGLIGENCE
8. VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT
9. BREACH OF EXPRESS WRITTEN WARRANTY
10. BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

DEMAND FOR JURY TRIAL

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17 California Civil Code Sections 1791.2 (a) & 1794)32

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21 **IX. PRAYER FOR RELIEF**35

22 **X. DEMAND FOR JURY TRIAL**36

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1 Plaintiff **SCOTT A. OLSEN**, an individual, on behalf of himself and on behalf of all others
2 similarly situated (*i.e.*, the members of the Plaintiff Class described and defined within this
3 Complaint), brings this class action complaint against Defendant **FCA US, LLC** (herein after
4 “Defendant”). Plaintiff herein alleges as follows:

5 **I. INTRODUCTION**

6 1. This consumer class action arises out of Defendant FCA US, LLC’s failure to disclose
7 a uniform and widespread defect causing its 2017 to 2018 Chrysler Pacifica Plug-in Hybrid Electric
8 Vehicles (“PHEVs”) to explode and catch fire. Worse yet, Defendant admits the root cause of these
9 fires is unknown, and no remedy exists to date.

10 2. Defendant FCA US, LLC has asked owners of 2017 to 2018 Chrysler Pacifica Plug-In
11 Hybrid Electric Vehicles (“PHEVs”) to abstain from plugging in their minivans and parking near
12 buildings and other cars after its internal investigation uncovering **twelve (12) fires** among the
13 Chrysler minivans.



24 (Source: Szymkowski, Sean. “Chrysler Pacifica Hybrid Recalled Because
25 Minivan Could Catch Fire.” *Roadshow*, CNET, 10 June 2020,
26 [https://www.cnet.com/roadshow/news/chrysler-pacifica-hybrid-recall-
minivan-fire/](https://www.cnet.com/roadshow/news/chrysler-pacifica-hybrid-recall-minivan-fire/).) (Last accessed: March 17, 2022).

27 3. This case involves one of the many individuals who purchased a Chrysler Pacifica
28 PHEV and is at risk of an exploding car fire—Scott A. Olsen (“Plaintiff” or “Mr. Olsen”) from Chula

1 Vista, California. Mr. Olsen purchased a 2018 Chrysler Pacifica PHEV on February 10, 2018.
2 Plaintiff, for himself and all others similarly situated, brings this class action in response to the
3 serious manufacturing defect in their minivans that can result in catastrophic damages to their
4 vehicles.

5 4. These vehicles (hereinafter “Class Vehicles”) are the 2017 and 2018 models of the
6 Chrysler Pacifica PHEVs. The Class Vehicles are at risk of exploding or catching fire due to an
7 unknown root cause, resulting in an immediate risk to the vehicles’ occupants or the property
8 surrounding the vehicles. The following are examples of Class Vehicle fires:



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15 (Source: 2017 Pacifica Hybrid caught fire while on highway –
16 narrow escape, <https://www.youtube.com/watch?v=u0Zdjd6UDtQ>)
(Last accessed: March 17, 2022).

(Source: 2017 A second Pacifica PHEV fire,
<https://www.pacificforums.com/threads/a-second-pacifica-phev-fire.43545/>)(Last accessed: March 17, 2022).



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24 (Source: 2018 Hybrid fire while parked and off,
25 <https://www.pacificforums.com/threads/2018-hybrid-fire-while-parked-and-off.45207/>)(Last accessed: March 17, 2022).

(Source: Pacifica hybrid burnt to the ground;
<https://www.pacificforums.com/threads/pacifica-hybrid-burnt-to-the-ground.43185/>)(Last accessed: March 17, 2022).

1 5. On **February 11, 2022**, after receiving numerous complaints regarding Class Vehicle
2 fires, Defendant FCA, US LLC issued Recall No. 22V-077 (hereinafter, the “Recall” or “Chrysler
3 Recall”) for the Class Vehicles.¹

4 6. The Chrysler Recall admits that Chrysler has no remedy at the moment for the Class
5 Vehicles: “FCA US will conduct a voluntary safety recall on all affected vehicles. Remedy is under
6 development. Until further notice, the Company is advising owners of these hybrid vehicles to refrain
7 from recharging them, and to park them away from structures and other vehicles.” The Recall report
8 states that, “Remedy is under development. Root cause is unknown.”²

9 7. As a result, Class Vehicle owners and lessees have been burdened with vehicles that
10 do not perform as advertised and **cannot be safely parked like other cars**. Due to the undisclosed
11 defect, Plaintiff and Class Members were deprived the benefit of their bargain in purchasing or
12 leasing their Class Vehicles. Further, Plaintiff and Class Members suffered an ascertainable loss of
13 money, property, and/or value of their Class Vehicles. Plaintiff brings this action individually and on
14 behalf of all other current and former owners or lessees of the Class Vehicles. Plaintiff seeks
15 monetary damage and injunctive and other equitable relief for Defendant’s misconduct in the design,
16 manufacture, marketing, sale, and lease of the Class Vehicles as alleged in this Class Action
17 Complaint.

18 **II. JURISDICTION AND VENUE**

19 8. Jurisdiction is proper under 28 U.S.C. § 1332(d)(2) because Plaintiff, a resident of
20 Chula Vista, California, seeks relief on behalf of a Class, which will result in at least Class Member
21 belonging to a different state than that of Defendant. Defendant FCA US, LLC is headquartered in
22 Michigan. Plaintiff seeks damages, which, when aggregated among a proposed class in the
23 thousands, exceeds the \$5,000,000 threshold for federal court jurisdiction. Therefore, both diversity
24 jurisdiction and the damages threshold under the Class Action Fairness Act of 2005 (“CAFA”) are
25 present, and this Court has jurisdiction. This Court also has supplemental jurisdiction pursuant to 28
26 U.S.C. § 1367(a).

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28 ¹ NHTSA, Part 573 Safety Recall Report 22V-077 (February 11, 2022) [hereinafter **Exhibit A**].

² *Id.* at 3.

1 9. This Court has personal jurisdiction over Plaintiff because Plaintiff resides in San
2 Diego County and submits to the Court’s jurisdiction. This Court has personal jurisdiction over
3 Defendant because Defendant has conducted and continues to conduct substantial business in
4 California, and has sufficient minimum contacts with California in that (1) Defendant FCA US, LLC,
5 is registered to do business in the State of California with its registered office located at the address:
6 5000 Birch Street, Suite 10000, Newport Beach, Orange County, State of California; (2) Defendant
7 FCA US, LLC maintains “Los Angeles Parts Distribution Center” located at 5141 Santa Ana Street,
8 Ontario, CA 91761 (San Bernardino County); (3) Defendant FCA US, LLC maintains dealerships
9 selling Class Vehicles across the United States, including California; (4) Defendant engaged in a
10 media campaign targeting California consumers; and (5) as noted by Chrysler, forty percent of all
11 hybrids are sold in the State of California. California is the biggest minivan market in the country.
12 *See infra*, Section V.C.2.

13 10. Venue is proper in the United States District Court for the Southern District of
14 California pursuant to 18 U.S.C. § 1391(b) and 18 U.S.C. § 1441(a) because Defendant does business
15 within the state of California. Defendant sells a substantial amount of automobiles in this District,
16 and has dealerships in this District, including Pedder Chrysler Dodge Ram Jeep of Poway, a
17 dealership located in Poway, California. Venue is also proper because Defendant caused harm to
18 Class Members residing in this District.

19 **III. PARTIES**

20 **A. Plaintiff**

21 11. Plaintiff SCOTT A. OLSEN (hereinafter “Plaintiff”) is a resident and citizen of Chula
22 Vista, California. He purchased a new 2018 Chrysler Pacifica PHEV on February 10, 2018 at Pedder
23 Chrysler Dodge Ram Jeep of Poway, a dealership located in Poway, California. Mr. Olsen made the
24 decision to purchase a 2018 Chrysler Pacifica PHEV (**Vehicle Identification Number (“VIN”):**
25 **2C4RC1N71JR168392**) after researching, viewing, and relying on television, print, and online
26 Chrysler advertisements depicting the Class Vehicle as the “most family friendly minivan in its
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1 class,” and assuring consumers that, “[y]our family’s safety and security are what matter most.”³
2 Based on information and belief, those same television, print and online advertisements were
3 disseminated by Defendant throughout California and the United States regarding the safety of the
4 Class Vehicles.

5 12. Since the Recall, Mr. Olsen has been left with a vehicle that could catch fire at any
6 second, resulting in an immediate risk to his vehicles’ occupants, including his disabled son Steven
7 Olsen, or the property surrounding his vehicle.

8 **B. Defendant**

9 13. Defendant FCA US, LLC is a corporation, formerly known as Chrysler Group, LLC,
10 organized and in existence under the laws of the State of Delaware.



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(Source: Read, Richard. “Chrysler Is Dead! Long Live FCA US LLC!” *The Car Connection*, 17 Dec. 2014, https://www.thecarconnection.com/news/1095939_chrysler-

17 14. Defendant’s principal place of business is in the State of Michigan. At all times
18 relevant herein, Defendant was engaged in the business of designing, manufacturing, constructing,
19 assembling, marketing, distributing, and selling automobiles and other motor vehicles and motor
20 vehicle components in the United States.

21 15. FCA US, LLC offers passenger cars, utility vehicles, minivans, trucks, and
22 commercial vans, as well as distributes automotive service parts and accessories. As the North
23 American arm of Fiat Chrysler Automobiles, FCA US, LLC manufactures a range of vehicles under
24 its Fiat and Chrysler brands, including Jeep, Ram, Dodge, Alfa Romeo, and Abarth at 45 plants in the
25 United States and Mexico. It ships about 2.5 million vehicles every year. It also features its parent's
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28 ³ 2018 *Chrysler Pacifica Brochure*. https://cdn.dealereprocess.org/cdn/brochures/chrysler/2018_pacifica.pdf (2018) (Last accessed: March 17, 2022) [hereinafter **Exhibit B**].

1 trademarked MOPAR automobile parts and service brand which carries more than 500,000 parts,
2 options, and accessories for vehicle customization.

3 16. From its headquarters in Michigan, Defendant FCA US, LLC marketed the Class
4 Vehicles to consumers.

5 **IV. AGENCY/JOINT VENTURE/AIDING AND ABETTING/CONSPIRACY**

6 17. Plaintiff is informed and believes, and upon such basis alleges, that at all times herein
7 mentioned, all unnamed co-conspirators were an agent, servant, employee and/or joint venture of
8 Defendant, and was at all times acting within the course and scope of said agency, service,
9 employment, and/or joint venture.

10 18. Defendant and unnamed co-conspirators, and each of them, aided and abetted,
11 encouraged and rendered substantial assistance in accomplishing the wrongful conduct and their
12 wrongful goals and other wrongdoing complained of herein. In taking action, as particularized
13 herein, to aid and abet and substantially assist the commission of these wrongful acts and other
14 wrongdoings complained of, Defendant and each unnamed co-conspirator acted with an awareness of
15 his/her primary wrongdoing and realized that his/her conduct would substantially assist the
16 accomplishment of the wrongful conduct, wrongful goals, and wrongdoing. In addition, each of the
17 acts and/or omissions of Defendant and each unnamed co-conspirator alleged herein were made
18 known to, and ratified by, Defendant.

19 19. Defendant, and each unnamed co-conspirator, conspired with each other and with
20 others, to perpetrate the unlawful scheme on Plaintiff, as alleged in this Complaint. In so doing,
21 Defendant, and each unnamed co-conspirator, have performed acts and/or made statements in
22 furtherance of said conspiracy, while at all times acting within the scope of and in furtherance of the
23 conspiracy alleged in this Complaint, and with full knowledge of the goals of that conspiracy.

24 20. Plaintiff sues Defendant, and each unnamed co-conspirator, as participants, alter egos
25 of one another, agents of one another, and conspirators with one another in the improper acts, plans,
26 schemes, and transactions that are the subject of this Complaint.

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1 **V. FACTUAL ALLEGATIONS**

2 **A. Mr. Olsen has been affected by FCA US, LLC’s Recall**

3 21. Mr. Olsen purchased a new 2018 Chrysler Pacifica PHEV on February 10, 2018 at
4 Pedder Chrysler Dodge Ram Jeep of Poway, a dealership located in Poway, California. Plaintiff
5 learned of the Chrysler Pacifica PHEV through television, print, and online Chrysler advertisements
6 depicting the Class Vehicle as safe and family friendly.

7 22. Mr. Olsen’s son, Steven Olsen, is 32-years-old and is disabled for life. Because
8 Steven is disabled, Mr. Olsen needs to park his minivan close to buildings so that they are accessible
9 for Steven. For example, Mr. Olsen takes Steven to medical appointments at hospitals, and must park
10 next to buildings for the benefit of Steven.

11 23. However, Defendant urges consumers who are affected by its Recall to refrain from
12 recharging them and to park them away from structures and other vehicles. For the sake of his son,
13 Mr. Olsen purchased his vehicle because it is spacious, family friendly, and purported to be safe.



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23 Scott Olsen pictured with his son, Steven Olsen (Source: <https://mobile.twitter.com/hashtag/advocatedad?src=hash>)
(Last accessed: March 17, 2022).

24 24. Due to the Recall, Mr. Olsen does not feel safe parking his vehicle at his own house.

25 25. Mr. Olsen first learned of the recall when he received a Recall notice from FCA US,
26 LLC (attached hereto as **Exhibit C**). The Recall notice explains the reason for the safety recall:
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WHY DOES MY VEHICLE NEED REPAIRS?

Some of the above Plug-in Hybrid Electric Vehicles (PHEV) may experience a fire potentially originating in the center of the vehicle underbody with the ignition in the “OFF” mode. A vehicle fire can result in increased risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage.

The remedy for this condition is not currently available.

(Exh. C).

26. After learning about the recall, Mr. Olsen stopped using his vehicle out of fear of immediate catastrophic injury to himself and his son, Steven. Mr. Olsen has, therefore, been damaged, and seeks, on behalf of himself and the putative class, damages, rescission, restitution, and injunctive relief in the form of requiring FCA US, LLC to cease its false advertising and engage in a corrective campaign to fully disclose material information about the Class Vehicles’ risk of fires.

B. The Class Vehicle Recall Affects Nearly 20,000 Minivans

27. Plug-in hybrids have the benefit over regular hybrids in that they can be charged up and driven on affordable electricity.⁴ The main difference between a hybrid plug-in versus a regular hybrid is that the former is powered chiefly by an electric motor and will use its internal combustion engine as a back-up should the electric motor’s battery run out of fuel, and the latter is powered by both a petrol-fueled internal combustion engine and a battery-powered electric motor that can work either independently or simultaneously.⁵ A regular hybrid cannot be plugged into a recharging station to power up the car’s battery.⁶

28. The Chrysler Pacifica is a plug-in hybrid, but owners of 2017 to 2018 Chrysler Pacifica PHEVs are now being advised not to plug in their minivans to charge, since the model is subject to Recall for risk of spontaneous fires. **(Exh. A)**.

⁴ Day, Lewin. “Chrysler Pacifica Hybrid Recalled for Fire Risk, so Don't Plug Yours In.” *The Drive*, The Drive, 15 Feb. 2022, <https://www.thedrive.com/news/44308/chrysler-pacifica-hybrid-recalled-for-fire-risk-so-dont-plug-yours-in#:~:text=Plug%2Din%20hybrids%20have%20the,cheap%20electricity%20if%20so%20desired>. (Last accessed: March 17, 2022).

⁵ Corby, Stephen. “Hybrid vs Plug-in Hybrid: What's the Difference?” *CarsGuide*, 31 Mar. 2021, <https://www.carsguide.com.au/ev/advice/hybrid-vs-plug-in-hybrid-whats-the-difference-83034>. (Last accessed: March 17, 2022).

⁶ *Ibid.* (Last accessed: March 17, 2022).

1 29. The ability to charge up and drive a Chrysler Pacifica PHEV is one of the primary
2 considerations for purchasers or lessees of electric vehicles. Buying a PHEV saves consumers
3 money,⁷ and significantly cuts emissions.⁸

4 30. Notably, a Consumer Report study shows that 71% of respondents said they would do
5 most of their charging **at home**.⁹

6 31. FCA US, LLC contends that the “root cause is unknown” and the “remedy is under
7 development,” in its Recall Report (**Exh. A**). Defendant describes the safety risk of a vehicle fire to
8 consumers as, “an increased risk of occupant injury and/or injury to persons outside the vehicle, as
9 well as property damage.” This is true, “even with the ignition in the ‘OFF’ mode.”

10 32. The potentially affected vehicle production period began on August 12, 2016, when
11 the production of the Chrysler Pacifica PHEVs began, and ended on August 7, 2018, when the 2018
12 production ended. (**Exh. A**, pg. 1).

13 33. A total of 19,808 minivans are included in the Recall, with 16,741 in the United
14 States, 2,317 in Canada and an additional 750 in places outside North America.¹⁰ Defendant
15 estimates that the estimated percentage of Class Vehicles with the unknown defect is 100%. (**Exh.**
16 **A**).

17 **C. Defendant’s Marketing to Class Vehicle Owners and Lessees Emphasized the**
18 **Importance of Safety of the Chrysler Pacifica PHEV**

19 34. Although Defendant reports that the “root cause [of the fires] is unknown,” it
20 represented to 2017 and 2018 Chrysler Pacifica PHEV consumers that the minivan was suited as a
21 family vehicle and that the minivan sported numerous safety and security features.

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24 ⁷ Preston, Benjamin. “Consumer Reports Survey Shows Strong Interest in Electric Cars.” *Consumer*
25 *Reports*, [https://www.consumerreports.org/hybrids-evs/cr-survey-shows-strong-interest-in-evs-](https://www.consumerreports.org/hybrids-evs/cr-survey-shows-strong-interest-in-evs-a1481807376/)
26 [a1481807376/](https://www.consumerreports.org/hybrids-evs/cr-survey-shows-strong-interest-in-evs-a1481807376/). (Last accessed: March 17, 2022).

27 ⁸ “Top Five Reasons to Choose an Electric Car.” *Union of Concerned Scientists*, 12 Mar. 2018,
28 <https://www.ucsusa.org/resources/top-five-reasons-choose-electric-car>. (Last accessed: March 17,
2022).

⁹ *Ibid.* at Preston, Benjamin. “Consumer Reports Survey Shows Strong Interest in Electric Cars.”

¹⁰ Ewing, Steven. “Chrysler Pacifica Hybrid Recalled Due to Fire Risk.” *Roadshow*, CNET, 14 Feb.
2022, <https://www.cnet.com/roadshow/news/chrysler-pacifica-hybrid-minivan-fire-recall/>. (Last
accessed: March 17, 2022).

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1. 2017 Chrysler Pacifica PHEV

35. Defendant represented to consumers of the 2017 Chrysler Pacifica PHEV that the minivan was suited for “family utility” and consumers’ “family’s active lifestyle.”¹¹ Defendant emphasized that the minivan was a “family room on wheels,” and reassured consumers that, “your family’s safety and security are what matter most.”



Your family’s safety and security are what matter most

(Source: 2017 Chrysler Pacifica PHEV Brochure. (**Exh. D**); See also **Exh. B** (2018 Chrysler Pacifica Brochure)).

36. Further, Defendant highlighted the 2017 Chrysler Pacifica PHEV as having “100+ standard and available safety & security features.” (**Exh. D**). Defendant represented in its materials that, “paramount to helping protect you and your family is over 100 standard and available safety and security features that automatically react in the blink of an eye.” (*Id.*)

37. Based on information and belief, these representations were disseminated by FCA US, LLC throughout California and the United States regarding the safety of the vehicle.

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¹¹ *The All-New 2017 Chrysler Pacifica - Cdn.dealereprocess.org*. <https://cdn.dealereprocess.org/cdn/brochures/chrysler/2017-pacifica.pdf> (Last accessed: March 17, 2022) [hereinafter **Exhibit D**].

1 2. **2018 Chrysler Pacifica PHEV**

2 38. Similarly, Defendant represented to consumers of the 2018 Chrysler Pacifica PHEV
3 that the minivan was “here to serve your real life with care as the most family friendly minivan in its
4 class.” (**Exh. B**). Defendant emphasized the 2018 minivan’s numerous safety and security features.
5 (*Id.*)



(Source: 2018 Chrysler Pacifica PHEV Brochure. (**Exh. B**))

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21 39. Defendant highlighted its mission for reducing emissions, and helping consumers “see
22 savings.” (*Id.*) Defendant advertised the 2018 Chrysler Pacifica PHEV as having “a 33-mile electric
23 driving range,” and “less dependent on gas, helping you produce less emissions for a greener planet.”
24 (*Id.*)

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1 40. Further, the 2018 Chrysler Pacifica marketing campaign targeted California
2 specifically. “Forty percent of all hybrids are sold in the State of California—it’s also the biggest
3 minivan market in the country—so it makes perfect sense that we say the Chrysler Pacifica Hybrid is
4 the ‘**Official Family Vehicle for California**,’” claimed Tim Kuniskis of FCA US, LLC’s North
5 America branch.¹² (Emphasis added). The advertisements included broadcasting, print, radio, social
6 media, and even billboards across the state. The full 360-degree campaign included California’s state
7 bird, the valley quail, the state animal, the grizzly bear, the state reptile, the desert tortoise, and even
8 the state’s rock, the serpentine.¹³



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15 (Source: Steil, Linda. “Chrysler Pacifica Hybrid Lobbies for ‘Official Family Vehicle for California’ Title.” *Chrysler Capital*, 21
16 Aug. 2018, <https://chryslercapital.com/blog/chrysler-pacifica-hybrid-lobbies-for-official-family-vehicle-for-california-title>.)
17 (Last accessed: March 17, 2022).

18 41. Based on information and belief, these representations were disseminated by FCA US,
19 LLC throughout California and the United States regarding the safety, and efficiency of the vehicle.

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25 ¹² “Chrysler Brand Launches California-Specific Multimedia Marketing Campaign for Chrysler
26 Pacifica Plug-in Hybrid Minivan.” *Chrysler Brand Launches California-Specific Multimedia
27 Marketing Campaign for Chrysler Pacifica Plug-in Hybrid Minivan*, 26 June 2018,
28 [https://www.prnewswire.com/news-releases/chrysler-brand-launches-california-specific-multimedia-
marketing-campaign-for-chrysler-pacifica-plug-in-hybrid-minivan-300534089.html](https://www.prnewswire.com/news-releases/chrysler-brand-launches-california-specific-multimedia-marketing-campaign-for-chrysler-pacifica-plug-in-hybrid-minivan-300534089.html). (Last accessed:
March 17, 2022).

¹³ *Ibid.* (Last accessed: March 17, 2022).

1 **D. The Unknown Defect Poses a Significant Safety Risk to Class Vehicle Owners and**
2 **Lessees**

3 42. Despite Defendant’s representations about the family utility, safety, and efficiency of
4 the Class Vehicles, Defendant has advised owners of the Class Vehicles “to refrain from recharging
5 the high voltage battery, and to park them away from structures and other vehicles.” (**Exh. C**).

6 43. Defendant chronologized its internal investigation in its Recall Report as follows:

7 **Chronology:**

8 • On **August 31, 2021**, the FCA US LLC ("FCA US") Technical Safety and
9 Regulatory Compliance organization opened an investigation as a result of
10 detecting a potential **trend in fires** in certain Chrysler Pacifica PHEVs.

11 • **From September 2021, to January 2022**, FCA US repurchased two vehicles
12 for origin and cause investigation. The cause of these fires is under
13 investigation.

14 • As of **February 4, 2022**, FCA US is aware of **ten additional fires**. The cause
15 of these fires is under investigation.

16 • As of **February 4, 2022**, FCA US has identified five customer records, zero
17 warranty claims, and **12 field reports**¹⁴ potentially relating to this issue for all
18 markets with dates of receipt ranging from April 23, 2019, to December 14,
19 2021.

20 • As of **February 4, 2022**, FCA US is not aware of any accidents or injuries
21 potentially relating to this issue for all markets.

22 • On **February 6, 2022**, FCA US determined, through the Vehicle Regulations
23 Committee, to conduct a voluntary safety recall of the affected vehicles.

24 (**Exh. A**) (emphasis added).

25 44. Despite Defendant’s apparent purchase of two affected vehicles for investigative
26 purposes, the fires result from an unknown root cause with no remedy to date. (**Exh. A**). Defendant

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28 ¹⁴ An internal investigation discovered 12 fires among the model-year 2017-2018 vehicles. All were
parked and turned off, while eight were connected to chargers. *See Ibid.* Day, Lewin. “Chrysler
Pacific Hybrid Recalled for Fire Risk, so Don't Plug Yours In.” (Last accessed: March 17, 2022).

1 merely advises owners to refrain from charging Class Vehicles, and to park them away from
2 structures and other vehicles.

3 45. The Class Vehicles do not perform as Defendant advertised. Class Vehicle owners
4 and lessees were promised the ability to plug in their vehicles, utmost safety of the vehicles, and that
5 their families would be safe. Further, drivers and lessees reasonably assumed their vehicles could be
6 parked like any other car.



2017 Chrysler Pacifica Hybrid Advertisements unveiled at the 2016 Detroit Auto Show (depicting Class Vehicle parked in front of a family’s house) (Source: Halvorson, Bengt. “2017 Chrysler Pacifica Hybrid: More Details on 30-Mile Plug-In.” *Green Car Reports*, 20 Jan. 2016, https://www.greencarreports.com/news/1101960_2017-chrysler-pacifica-hybrid-more-details-on-30-mile-plug-in) (Last accessed: March 17, 2022).



2018 Chrysler Pacifica Hybrid Advertisements targeted to California consumers (depicting Class Vehicle parked garage of house) (Source: “The Chrysler Pacifica Hybrid Bears All (Pun Intended).” *FCA Work Vehicles Blog*, 18 June 2019, <https://blog.fcaworkvehiclesus.com/2018/01/chrysler-pacifica-hybrid-bears-all/>) (Last accessed: March 17, 2022).

18 46. Instead of performing as Defendant advertised, the Class Vehicles pose a significant
19 safety risk to Class Vehicle owners and lessees, their families, other occupants in the vehicles, and
20 surrounding property.

21 47. This is not the first recall for the Pacifica Hybrid, nor the first for unexpected fires.
22 Defendant recalled 27,634 Chrysler Pacifica PHEVs in response to a similar fire-related problem in
23 2020.¹⁵ Owners were warned to park their vehicles outside back in 2020 (“2020 Recall”), due to a

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27 ¹⁵ Barry, Keith. “Don’t Plug in Pacifica Hybrids Due to Fire Risk, Chrysler Says.” *Consumer Reports*,
15 Feb. 2022, <https://www.consumerreports.org/car-recalls-defects/dont-plug-in-pacifica-hybrids-due-to-fire-risk-chrysler-says-a7408763338/#:~:text=After%2012%20reports%20of%20cars,a%20recall%20fix%20is%20available.> (Last accessed: March 17, 2022).

1 poor connection to the vehicle’s 12-volt battery **that could cause a fire**. Other Pacifica models have
2 also faced issues with unexpected stalling, according to a recall in 2017.¹⁶

3 48. The 2020 Recall covered 2017 through 2020 Chrysler Pacifica PHEVs was issued
4 June 11, 2020¹⁷, and a final remedy was circulated in December 2020¹⁸—six months later. In the
5 interim, consumers were advised to not park their vehicles inside of buildings or structures and avoid
6 parking near other vehicles because the vehicles were at a heightened risk of fire.¹⁹ The final remedy
7 was to install a gasket under the 12-volt isolator. Mr. Olsen went through the steps of repairing his
8 vehicle according to the final remedy. However, a portion of the vehicles affected by the 2020 Recall
9 fall into the definition Class Vehicles as defined above, and are still at a heightened risk of fire with
10 no known root cause.

11 49. Defendant’s knowledge of the fires dating back to *at least* April 23, 2019 (**Exh. A**, pg.
12 2) of Class Vehicles, and its subsequent inaction, has resulted in harm to Plaintiff and Class
13 Members.

14 **E. The Proposed Recall is Insufficient to Remedy the Harm to Class Vehicle Owners**
15 **and Lessees**

16 50. On February 11, 2022, more than three years after the first known incident of fire in
17 the Class Vehicles, and more than six years after FCA US, LLC began manufacturing and
18 distributing Class Vehicles, FCA US, LLC announced its intent to recall nearly 20,000 vehicles that
19 “may experience a fire, even with the ignition in the ‘OFF’ mode,” which can result in “increased
20 risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage.”
21 (**Exh. A**).

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23 ¹⁶ See *Ibid.* Day, Lewin. “Chrysler Pacifica Hybrid Recalled for Fire Risk, so Don't Plug Yours In.”
24 (Last accessed: March 17, 2022).

25 ¹⁷ Part 573 Safety Recall Report, 20V-334, June 11, 2020,
26 <https://static.nhtsa.gov/odi/rcl/2020/RCLRPT-20V334-8125.PDF> (Last accessed: March 17, 2022).

27 ¹⁸ Safety Recall W46/NHTSA 20V-334 12-Volt Isolator Post Connection, December 2020,
28 <https://static.oemdtc.com/Recall/20V334/RCRIT-20V334-7131.pdf>. (Last accessed: March 17,
2022).

¹⁹ Safety Recall W46/NHTSA 20V-334 12-Volt Isolator Post Connection (Interim Repair), June
2020, <https://static.nhtsa.gov/odi/rcl/2020/RCRIT-20V334-5420.pdf>. (Last accessed: March 17,
2022).

1 51. FCA US, LLC notified consumers that a “remedy is under development” and the “root
2 cause is unknown.” (Exh. A). Defendant also notified consumers that:

3 Remedy is under development. Until further notice, the Company is advising owners
4 of these hybrid vehicles to refrain from recharging them, and to park them away from
5 structures and other vehicles.

6 FCA US has a longstanding policy and practice of reimbursing owners who have
7 incurred the cost of repairing a problem that subsequently becomes the subject of a
8 field action. To ensure consistency, FCA US, as part of the owner letter, will request
9 that customers send the original receipt and/or other adequate proof of payment to
10 the company for confirmation of the expense.

11 (Exh. A, pg. 3).

12 52. This so-called “fix” leaves consumers with a vehicle that is nearly useless and at risk
13 of immediate fire—resulting in harm to Class Vehicle owners and lessees.

14 53. FCA US, LLC has been aware of the unexpected fires since at least 2020, the date of
15 its first fire-related recall of 27,634 Chrysler Pacifica PHEVs.²⁰ Even after the 2020 recall, fires are
16 continuing to occur.

17 54. FCA US, LLC will notify dealers and begin notifying owners on or about April 4,
18 2022. (Exh. A, pg. 3). There is no justifiable reason for this delay, particularly because Defendant
19 has done little more than warn its consumers to refrain from charging them and parking them away
20 from other structures and buildings.

21 55. Defendant’s knowledge of the unexpected fires, and its subsequent inaction, has
22 resulted in harm to Plaintiff and Class Members.

23 **VI. CLASS ACTION ALLEGATIONS**

24 56. Plaintiff brings this class action pursuant to FRCP 23(b)(3), on behalf of himself and
25 all others similarly situated, as a member of the proposed class (hereafter “The Class”), as defined as
26 follows:

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28 ²⁰ Barry, Keith. “Park Your Pacifica Hybrid Outside until Fire Risk Is Fixed, Chrysler Says.”
Consumer Reports, 12 June 2020, <https://www.consumerreports.org/car-recalls-defects/park-chrysler-pacifica-hybrid-outside-until-fire-risk-is-fixed/>. (Last accessed: March 17, 2022).

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All owners of Class Vehicles who purchased or leased their vehicles in the United States.

Excluded from the above class is Defendant, its officers, directors and employees, and any entity in which Defendant has a controlling interest, the agents, affiliates, legal representatives, heirs, attorneys at law, attorneys in fact or assignees thereof, and the Court.

57. Alternatively, Plaintiff proposes a California class, as defined as follows:

All owners of Class Vehicles who purchased or leased their vehicles in California.

58. This action is brought as a class action and may properly be so maintained pursuant to the provisions of Federal Rules of Civil Procedure 23, to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues, based on the results of discovery.

A. Numerosity of the Class

59. The members of the Class are so numerous that their individual joinder is impracticable. Plaintiff is informed and believe that there are at least, 16,741 purchasers in the Class—reflecting the number of Class Vehicles Defendant recalled. Inasmuch as the class members may be identified through business records regularly maintained by Defendant and its employees and agents, and through the media, the number and identities of class members can be ascertained. Members of the Class can be notified of the pending action by e-mail, mail, and supplemental published notice, if necessary.

B. Existence and Predominance of Common Questions of Fact and Law

60. There are questions of law and fact common to the Class. These questions predominate over any questions affecting only individual Class Members. These common legal and factual issues include, but are not limited to:

- a. Whether Defendant engaged in the conduct alleged herein;
- b. Whether Defendant had knowledge of the heightened fire risk in the Class Vehicles when they placed Class Vehicles into the stream of commerce in the United States;

- 1 c. Whether Defendant should have had knowledge of the heightened fire risk in the
- 2 Class Vehicles when they placed Class Vehicles into the stream of commerce in
- 3 the United States;
- 4 d. When Defendant became aware of the defect causing fires in Class Vehicles;
- 5 e. Whether Defendant knowingly failed to disclose the existence and cause of the
- 6 defect in the Class Vehicles;
- 7 f. Whether Defendant knowingly concealed the defect in the Class Vehicles;
- 8 g. Whether Defendant’s conduct as alleged herein violates consumer protection laws;
- 9 h. Whether Defendant’s conduct as alleged herein violates warranty laws;
- 10 i. Whether Defendant’s conduct as alleged herein violates the other laws as set forth
- 11 in the causes of action;
- 12 j. Whether Plaintiff and Class Members have suffered an ascertainable loss as a
- 13 result of the defect;
- 14 k. And whether Plaintiff and Class Members are entitled to damages and equitable
- 15 relief.

16 **C. Typicality**

17 61. Plaintiff’s claims are typical of the other Class Members’ claims because all Class
18 Members were comparably injured through Defendant’s substantially uniform misconduct as
19 described above. The Plaintiff representing the Class is advancing the same claims and legal theories
20 on behalf of himself and all other members of the Class that he represents, and there are no defenses
21 that are unique to Plaintiff. The claims of the Plaintiff and the Class Members arise from the same
22 operative facts and are based on the same legal theories.

23 **D. Adequacy of Representation**

24 62. Plaintiff is an adequate Class representative because his interests do not conflict with
25 the interests of the other members of the Class he seeks to represent; Plaintiff has retained counsel
26 competent and experienced in complex class action litigation; and Plaintiff intends to prosecute this
27 action vigorously. The Class’s interest will be fairly and adequately protected by Plaintiff and his
28 counsel.

1 **E. Predominance and Superiority**

2 63. This suit may be maintained as a class action under Federal Rule of Civil Procedure
3 23(b)(3), because questions of law and fact common to the Class predominate over the questions
4 affecting only individual members of the Class and a class action is superior to other available means
5 for the fair and efficient adjudication of this dispute. The damages suffered by individual class
6 members are small compared to the burden and expense of individual prosecution of the complex and
7 extensive litigation needed to address Defendant’s conduct. Further, it would be virtually impossible
8 for the members of the Class to individually redress effectively the wrongs done to them. In addition,
9 individualized litigation increases the delay and expense to all parties and to the court system
10 resulting from complex legal and factual issues of the case. Individualized litigation also presents a
11 potential for inconsistent or contradictory judgments. By contrast, the class action device presents a
12 potential for management difficulties; allows the hearing of claims which might otherwise go
13 unaddressed because of the relative expense of bringing individual lawsuits; and provides the benefits
14 of single adjudication, economies of scale, and comprehensive supervision by a single court.

15 64. The Class Plaintiff contemplates the eventual issuance of notice to the proposed Class
16 Members setting forth the subject and nature of the instant action. Upon information and belief,
17 Defendant’s own business records and electronic media can be utilized for the contemplated notices.
18 To the extent that any further notices may be required, the Class Plaintiff would contemplate the use
19 of additional media and/or mailings.

20 65. This action is properly maintained as a Class Action pursuant to Rule 23(b) of the
21 Federal Rules of Civil Procedure, in that:

- 22 a. Without class certification and determination of declaratory, injunctive, statutory and
23 other legal questions within the class format, prosecution of separate actions by
24 individual members of the Class will create the risk of:
 - 25 i. inconsistent or varying adjudications with respect to individual members of
26 the Class which would establish incompatible standards of conduct for the
27 parties opposing the Class; or

1 ii. adjudication with respect to individual members of the Class which would
2 as a practical matter be dispositive of the interests of the other members not
3 parties to the adjudication or substantially impair or impede their ability to
4 protect their interests;

5 b. The parties opposing the Class have acted or refused to act on grounds generally
6 applicable to each member of the Class, thereby making appropriate final injunctive or
7 corresponding declaratory relief with respect to the Class as a whole; or

8 c. Common questions of law and fact exist as to the members of the Class and
9 predominate over any questions affecting only individual members, and a Class
10 Action is superior to other available methods of the fair and efficient adjudication of
11 the controversy, including consideration of:

12 i. The interests of the members of the Class in individually controlling the
13 prosecution or defense of separate actions;

14 ii. The extent and nature of any litigation concerning controversy already
15 commenced by or against members of the Class;

16 iii. The desirability or undesirability of concentrating the litigation of the
17 claims in the particular forum;

18 iv. The difficulties likely to be encountered in the management of a Class
19 Action.

20 **VII. TOLLING OF THE STATUTES OF LIMITATIONS**

21 66. To the extent that there are any statutes of limitations applicable to Plaintiff’s and
22 Class Members’ claims, the running of the limitations periods have been tolled by, inter alia, the
23 following doctrines or rules: equitable tolling, the discovery rule, the fraudulent concealment rules,
24 equitable estoppel, the repair rule, and/or class action tolling.

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1 **VIII. CLAIMS**

2 **FIRST CLAIM FOR RELIEF:**
3 **(Violation of California Business & Professions Code Sections 17200, et seq. –**
4 **Unfair Business Practices Act)**

5 67. Plaintiff re-alleges and incorporates by reference each of the allegations contained in
6 the preceding paragraphs of this Complaint as though fully alleged in this Cause of Action.

7 68. California’s Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*) is
8 designed to protect consumers from unlawful, unfair or fraudulent business acts or practices,
9 including the use of any deception, fraud, misrepresentation, or the concealment, suppression or
10 omission of any material fact.

11 69. At times, places, and involving participants known exclusively to Defendant and third
12 parties and concealed from Plaintiff, Defendant has engaged in unlawful, unfair, and fraudulent
13 business practices in violation of the UCL as set forth above. Defendant’s business practices, set
14 forth in this Complaint, are deceptive and violate Section 17200 because their practices are likely to
15 deceive consumers in California.

16 70. Defendant overstated the utility and safety of Class Vehicles by marketing the Class
17 Vehicles as having over 100 safety and security features to keep consumers safe, and as the most
18 family friendly minivan in its class, knowing that such representations were false.

19 71. Defendant knew or should have known that false and misleading statements about
20 Class Vehicles were being made and likely to mislead the public. Defendant made or disseminated
21 false and misleading statements or caused false and misleading statements to be made or
22 disseminated.

23 72. The misrepresentations and omissions alleged herein are **fraudulent**, and thus amount
24 to unfair competition as set forth by the Unfair Competition Law, in that Defendant pioneered a
25 deceptive marketing campaign to overstate the safety and security features of the Class Vehicles.

26 73. Defendant’s conduct and the harm it caused, and continues to cause, is not reasonably
27 avoidable by Plaintiff and Class Members. Due to its deceptive acts and omissions, Defendant knew
28 or had reason to know that Plaintiff and Class Members would not have reasonably known or
discovered the risk of spontaneous combustion and inability to freely park their cars.

1 74. The misrepresentations and omissions alleged herein are **unlawful**, and thus amount to
2 unfair competition as set forth by the Unfair Competition Law, in that they violate, among other
3 things, California Business and Professions Code § 17500, and several other common law violations,
4 including, deceit, fraud and misrepresentation, and unjust enrichment. These unlawful practices
5 include, but are not limited to:

- 6 a. Defendant misrepresented the source, sponsorship, approval, or certification of goods
7 or services in violation of the Consumer Legal Remedies Act, Civ. Code Section
8 1770(a)(2);
- 9 b. Defendant represented that goods or services have sponsorship, approval,
10 characteristics, ingredients, uses, benefits, or quantities that they do not have in
11 violation of the Consumer Legal Remedies Act, Civ. Code Section 1770(a)(5);
- 12 c. Defendant represented that goods or services are of a particular standard, quality, or
13 grade, or that goods are of a particular style or model, if they are of another in
14 violation of the Consumer Legal Remedies Act, Civ. Code Section 1770(a)(7);
- 15 a. Defendant made or disseminated, directly or indirectly, untrue, false, or misleading
16 statements about the utility and safety of Class Vehicles, or causing untrue, false, or
17 misleading statements about the utility and safety of Class Vehicles to be made or
18 disseminated to the general public in violation of the UCL.

19 75. As set forth above, Defendant misrepresented the utility and safety of Class Vehicles.
20 Defendant disseminated these untrue and misleading misrepresentations with the intent to boost the
21 sales and profits of Defendant.

22 76. The misrepresentations and omissions alleged herein are **unfair**, and thus amount to
23 unfair competition as set forth by the Unfair Competition Law, in that they are immoral, oppressive,
24 unscrupulous and substantially injurious to consumers. The injury to Plaintiff and Class Members
25 caused by Defendant's actions, greatly outweighs any countervailing benefits to consumers or
26 competition under all of the circumstances.

1 about the utility and safety of Class Vehicles, or by causing false or misleading statements about the
2 utility and safety of Class Vehicles to be made or disseminated to the public.

3 86. Defendant's marketing scheme, set forth in this Complaint, are false and deceptive and
4 violate Section 17500 because Defendant, in furtherance of the scheme, made misrepresentations and
5 omissions regarding the safety and utility of Class Vehicles to deceive consumers.

6 87. Defendant overstated the utility and safety of Class Vehicles by marketing the Class
7 Vehicles as having over 100 safety and security features to keep consumers safe, and as the most
8 family friendly minivan in its class, knowing that such representations were false.

9 88. Defendant disseminated materially misleading advertisements and deceptive
10 information in print, online, and television formats, and omitted material information, as discussed
11 throughout the complaint, for purposes of inducing customers to purchase the Class Vehicles, in
12 violation of California Business and Professions Code § 17500, *et seq.*

13 89. At the time it made or disseminated its false and misleading statements or caused these
14 statements to be made or disseminated, Defendant knew or should have known that the statements
15 were false and misleading and therefore likely to deceive the public. In addition, Defendant knew
16 and should have known that their false and misleading advertising created a false or misleading
17 impression of the risks and benefits purchasing a Class Vehicle.

18 90. As a result of Defendant's violations, Plaintiff and Class Members are entitled to
19 equitable relief in the form of full restitution of all monies paid for the sales price of the Class
20 Vehicles, diminished value of the Class Vehicles, and/or disgorgement of the profits derived from
21 Defendant's false and misleading advertising.

22 91. Plaintiff also seeks an order enjoining Defendant from such future conduct.

23 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

24 **THIRD CLAIM FOR RELIEF:**
25 **(Violation of California Civil Code Sections 1750, *et seq.* –**
26 **Consumer Legal Remedies Act)**

27 92. Plaintiff re-alleges and incorporates by reference each of the allegations contained in
28 the preceding paragraphs of this Complaint as though fully alleged in this Cause of Action.

1 93. The following definitions come within the meaning of Consumer Legal Remedies Act
2 (Cal. Civ. Code § 1750, et seq.):

3 94. The members of the Class, all of whom purchased the Class Vehicles manufactured
4 and sold by FCA US, LLC are “consumers” (Cal. Civ. Code § 1761(d));

5 95. Defendant FCA US, LLC is a “person” (Cal. Civ. Code § 1761(c));

6 96. Plaintiff and each and every Class members’ purchase of the Class Vehicle constitute
7 a “transaction” (Cal. Civ. Code § 1761(e)); and

8 97. The Class Vehicles are “goods” (Cal. Civ. Code § 1761(a)).

9 98. Plaintiff and Class Members acquired, by purchase or lease Class Vehicles for
10 personal, family, or household purposes.

11 99. Defendant overstated the utility and safety of Class Vehicles by marketing the Class
12 Vehicles as having over 100 safety and security features to keep consumers safe, and as the most
13 family friendly minivan in its class, knowing that such representations were false.

14 100. A reasonable consumer would consider these representations material and important in
15 deciding whether to buy or lease Class Vehicles.

16 101. The acts and practices of Defendant as discussed throughout the Complaint, constitute
17 “unfair or deceptive acts or practices” by Defendant, that are unlawful, as enumerated in section
18 1770(a) of the California Civil Code. These unlawful practices include, but are not limited to:

19 a. Defendant misrepresented the source, sponsorship, approval, or certification of goods
20 or services in violation of the Consumer Legal Remedies Act, Civ. Code Section
21 1770(a)(2);

22 b. Defendant represented that goods or services have sponsorship, approval,
23 characteristics, ingredients, uses, benefits, or quantities that they do not have in
24 violation of the Consumer Legal Remedies Act, Civ. Code Section 1770(a)(5);

25 c. Defendant represented that goods or services are of a particular standard, quality, or
26 grade, or that goods are of a particular style or model, if they are of another in
27 violation of the Consumer Legal Remedies Act, Civ. Code Section 1770(a)(7);

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1 102. Such misconduct materially affected the purchasing decisions of Plaintiff and the
2 Class Members. Defendant’s representations were a substantial factor in Plaintiff’s decision to
3 purchase a Class Vehicle.

4 103. Plaintiff and Class Members were harmed because they were required to stop using
5 Class Vehicles and fear immediate catastrophic injury to themselves and passengers of the Class
6 Vehicles, and people and property surrounding the Class Vehicle.

7 104. Plaintiff seeks restitution and injunctive relief pursuant to California Civil Code §
8 1780. Unless Defendant is enjoined from engaging in such wrongful actions and conduct in the
9 future, members of the consuming public will be further damaged by Defendant’s conduct.

10 105. Plaintiff and the Class Members are entitled to equitable relief on behalf of the
11 members of the Class, pursuant to Civil Code section 1780, subdivision (a)(2)(5), prohibiting
12 Defendant from continuing to engage in the above-described violations of the CLRA. Plaintiff and
13 the Class Members further seek reasonable attorneys’ fees under Civil Code section 1780(e).
14 Plaintiff and the Class Members seek restitution under Civil Code section 1780(a).

15 106. Pursuant to Cal. Civ. Code section 1782(a), on March 17, 2022, Plaintiff sent a letter
16 to FCA US, LLC notifying them of their CLRA violations and affording them the opportunity to
17 correct their business practices and rectify the harm it caused. Plaintiff sent the CLRA notice via
18 certified mail, return receipt requested, to FCA US, LLC’s principal place of business. This notice is
19 attached to this Complaint as **Exhibit E**. Should FCA US, LLC fail to correct its business practices
20 or provide the relief requested within 30 days Plaintiff will amend this Complaint to seek monetary
21 damages under CLRA.

22 107. In accordance with Cal. Civ. Code section 1780(d), Plaintiff’s CLRA venue
23 declaration is attached to this Complaint as **Exhibit F**.

24 108. The conduct of Defendant set forth herein was reprehensible and subjected Plaintiff to
25 cruel and unjust hardship in conscious disregard of his rights, constituting oppression. Defendant’s
26 behavior evidences a conscious disregard for the safety of Plaintiff and Class Members. Defendant’s
27 conduct was and is despicable conduct and constitutes malice under Section 3294 of the California
28 Civil Code. An officer, director, or managing agent of Defendant personally committed, authorized,

1 and/or ratified the reprehensible conduct set forth herein. Plaintiff will amend this cause of action to
2 seek an award of punitive damages sufficient to penalize Defendant should his CLRA letter not be
3 complied with fully.

4 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

5 **FOURTH FIRST CLAIM FOR RELIEF:**
6 **(Fraud and Deceit)**

7 109. Plaintiff re-alleges and incorporates by reference each of the allegations contained in
8 the preceding paragraphs of this Complaint as though fully alleged in this Cause of Action.

9 110. Based on Defendant's conduct as discussed above, Defendant has engaged in fraud
10 and deceit as set forth in California Civil Code §§ 1710, and 3294.

11 111. Defendant overstated the utility and safety of Class Vehicles by marketing the Class
12 Vehicles as having over 100 safety and security features to keep consumers safe, and as the most
13 family friendly minivan in its class, knowing that such representations were false.

14 112. The misrepresentations, nondisclosure, and/or concealment of material facts made by
15 Defendant to Plaintiff and the members of the Class, as set forth above, were known, through
16 reasonable care should have been known, or were made recklessly without disregard for its truth, by
17 Defendant to be false and material and were intended by Defendant to mislead Plaintiff and the Class
18 Members.

19 113. Plaintiff and the Class Members reasonably relied on Defendant's misrepresentations,
20 but were actually misled and deceived, and were induced by Defendant to purchase the Class
21 Vehicles which they could not otherwise have purchased.

22 114. As a result of the conduct of Defendant, Plaintiff and the Class members have been
23 harmed. Plaintiff and Class Member's reliance was a substantial factor in causing them harm
24 because they were required to stop using Class Vehicles and fear immediate catastrophic injury to
25 themselves and passengers of the Class Vehicles, and people and property surrounding the Class
26 Vehicle.

27 115. Plaintiff and the Class Members have reasonably relied on the material
28 misrepresentations and omissions made by Defendant and have been damaged thereby.

1 116. As a direct and proximate result of Defendant’s fraud, Plaintiff has sustained damages
2 in the amount to be determined at trial.

3 117. In addition to such damages, Plaintiff seeks punitive or exemplary damages pursuant
4 to California Civil Code § 3294 in that Defendant engaged in “an intentional misrepresentation,
5 deceit, or concealment of a material fact known to the defendant with the intention on the part of the
6 defendant of thereby depriving a person of property or legal rights or otherwise causing injury.”

7 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

8 **FIFTH CLAIM FOR RELIEF:**
9 **(Negligent Misrepresentation)**

10 118. Plaintiff re-alleges and incorporates by reference each of the allegations contained in
11 the preceding paragraphs of this Complaint as though fully alleged in this Cause of Action.

12 119. Defendant overstated the utility and safety of Class Vehicles by marketing the Class
13 Vehicles as having over 100 safety and security features to keep consumers safe, and as the most
14 family friendly minivan in its class.

15 120. Defendant’s representations were not true because the Class Vehicles are unsafe,
16 unsuitable for any family. Plaintiff and the Class Members cannot safely park their Class Vehicles at
17 home or near buildings, nor can they plug them in due to a heightened risk of fire.

18 121. Defendant had no reasonable grounds for believing the representations were true when
19 it made it.

20 122. The misrepresentations, nondisclosure, and/or concealment of material facts made by
21 Defendant to Plaintiff and the members of the Class, as set forth above, were intended by Defendant
22 to mislead Plaintiff and the Class Members.

23 123. Plaintiff and the Class Members reasonably relied on Defendant’s misrepresentations,
24 but were actually misled and deceived, and were induced by Defendant to purchase the Class
25 Vehicles which they could not otherwise have purchased.

26 124. Plaintiff and Class Member’s reliance was a substantial factor in causing them harm
27 because they were required to stop using Class Vehicles and fear immediate catastrophic injury to
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1 themselves and passengers of the Class Vehicles, and people and property surrounding the Class
2 Vehicle.

3 125. Plaintiff and the Class members justifiably relied on Defendant’s misrepresentations
4 and have been damaged thereby.

5 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

6 **SIXTH CLAIM FOR RELIEF:**
7 **(Unjust Enrichment)**

8 126. Plaintiff re-alleges and incorporates by reference each of the allegations contained in
9 the preceding paragraphs of this Complaint as though fully alleged in this Cause of Action.

10 127. Plaintiff and Class Members paid Defendant the value of non-defective, fully
11 operational Class Vehicles with no risk of fires and no defects. In exchange, Defendant provided
12 Plaintiff and Class Members with defective vehicles that are not fully operational and cannot be
13 operated due to a heightened risk of fire.

14 128. Further, Defendant provided Plaintiff and Class Members with Class Vehicles that are
15 in need of further repair or recall, contrary to its advertisements assuring that consumers’ safety and
16 security is what matters most. Plaintiff provided Defendant with the value of vehicles with no
17 defects.

18 129. Defendant knew or had reason to know that the defective vehicles are not fully
19 operational and cannot be operated due to a heightened risk of fire.

20 130. As such, Plaintiff and Class Members conferred value upon Defendant which would
21 be unjust for Defendant to retain.

22 131. As a direct and proximate result of Defendant’s unjust enrichment, Plaintiff and Class
23 Members have suffered and continue to suffer various injuries. As such, they are entitled to damages
24 in the amount of Plaintiff’s monetary loss, and restitution of all amounts by which Defendant was
25 enriched through its misconduct.

26 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

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SEVENTH CLAIM FOR RELIEF:
(Negligence)

132. Plaintiff re-alleges and incorporates by reference each of the allegations contained in the preceding paragraphs of this Complaint as though fully alleged in this Cause of Action.

133. Defendant had a duty to its consumers to exercise a degree of care that a reasonable person in the like position would exercise. Defendant failed to do so. Among other things Defendant had a duty to follow industry custom and standards imposed by federal regulations, to assess the foreseeability and likelihood of an injury, and to assess the seriousness and frequency of the injuries threatened by the Class Vehicles.

134. Defendant breached its duty to Plaintiff and the Class Members. Among other things, and without limiting the generality of the foregoing, Defendant failed to (1) inspect its Class Vehicles adequately, (2) to design Class Vehicles properly, and (3) failed to test its Class Vehicles adequately.

135. Defendant’s negligence was a substantial factor in causing Plaintiff and Class Members to suffer economic, and potentially fatal harm as well as other damages to be proven at the time of the trial.

136. Plaintiff and Class Member’s were harmed because they were in fear and at risk of immediate catastrophic injury to themselves and passengers of the Class Vehicles, and people and property surrounding the Class Vehicle.

137. As a direct and legal result of the wrongful acts and omissions of Defendant, Plaintiff and Class Members were harmed.

WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

EIGHTH CLAIM FOR RELIEF:
(Violation of 15 U.S.C. Section 2301, et seq. –
the Magnuson-Moss Warranty Act)

138. Plaintiff re-alleges and incorporates by reference each of the allegations contained in the preceding paragraphs of this Complaint as though fully alleged in this Cause of Action.

139. Plaintiff and Class Members are “consumers” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

1 140. Defendant is a “supplier” and a “warranter” within the meaning of the Magnuson-
2 Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

3 141. The Class Vehicles are a “consumer product” within the meaning of the Magnuson-
4 Moss Warranty Act, 15 U.S.C. § 2301(1).

5 142. The Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(d)(1) provides for a cause of
6 action for any consumer who is damaged by the failures of a warrantor to comply with a written
7 warranty.

8 143. Pursuant to 15 U.S.C. § 2310(e), Plaintiff and the Class are not required to provide
9 Defendant notice of this class action and an opportunity to cure until the time the Court determines
10 the representative capacity of Plaintiff pursuant to FRCP 23.

11 144. Defendant’s representations as described herein that Class Vehicles sold to Plaintiff
12 and Class Members have the safety and security of the minivan are written warranties within the
13 meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6).

14 145. Through written and implied warranties, Defendant warranted that the Class Vehicles
15 are free from defects, of merchantable quality, and fit for their ordinary and represented use.

16 146. Defendant breached the warranties as described herein. Contrary to Defendant’s
17 representations, Plaintiff and other Class Members are faced with the choice of risking potential car
18 fires, or refraining from recharging their vehicles and parking them away from structures and other
19 vehicles. As such, the Class Vehicles do not perform as promised and are unfit and unreasonably
20 dangerous for ordinary use.

21 147. Defendant knew or should have known, of the defect and potential fire risk in the
22 Class Vehicles.

23 148. Defendant knew or should have known, that it’s representations regarding the
24 capabilities of the Class Vehicles were false, yet proceeded with a multi-year advertising campaign
25 through which Defendant promised consumers that the Class Vehicles were family friendly, secure,
26 and safe.

27 149. Plaintiff and Class Members were damaged as a result of Defendant’s breach of
28 warranty because they received a product incapable of performing as Defendant represented without

1 extreme risks to Plaintiff's and Class Members' safety, rendering the Class Vehicles less valuable
2 than represented.

3 150. Plaintiff and the Class are entitled to damages caused by Defendant's breaches of the
4 warranties, including economic damages based upon either a return of Plaintiff Class Members
5 purchase price; and/or the difference between the price paid for the Class Vehicle as warranted and
6 the actual value of the Class Vehicle as delivered, and consequential damages.

7 151. In addition, Plaintiff and the Class are entitled to reasonable attorneys' fees and costs
8 as determined by the Court.

9 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

10 **NINTH CLAIM FOR RELIEF:**
11 **(Breach of Express Written Warranty–**
12 **California Civil Code Sections 1791.2 (a) & 1794)**

13 152. Plaintiff re-alleges and incorporates by reference each of the allegations contained in
14 the preceding paragraphs of this Complaint as though fully alleged in this Cause of Action.

15 153. Defendant warranted to Plaintiff and Class Members through written statements and
16 multi-media advertisements that the Class Vehicles would work safely and securely, and could be
17 charged safely.

18 154. The Class Vehicles that Plaintiff and Class Members purchased from Defendant did
19 not perform safely and securely, nor can be charged safely.

20 155. Defendant breached this warranty by knowingly selling vehicles equipped with
21 defective product causing spontaneous combustion and fires.

22 156. Defendant failed to repair the Class Vehicles as required by the warranty.

23 157. The failure of the Class Vehicles to be as represented was a substantial factor in
24 causing Plaintiff and Class Member's harm because they were required to stop using Class Vehicles
25 and fear immediate catastrophic injury to themselves and passengers of the Class Vehicles, and
26 people and property surrounding the Class Vehicle.

27 158. Plaintiff and the California Class have been damaged as a direct and proximate result
28 of Defendant's breaches in that the Class Vehicles purchased by Plaintiff and the Class Members
were and are worth far less than what Plaintiff and the Class Members paid to purchase or lease them.

1 fit for the ordinary purposes for which such goods are used; (3) The Vehicle is adequately contained,
2 packaged, and labelled; (4) The Vehicle will conform to the promises or affirmations of fact made on
3 the container or label.

4 165. Plaintiff and Class Members bought or leased their Class Vehicles from Defendant.

5 166. At the time of purchase or lease, Defendant was in the business of selling or leasing
6 Class Vehicles and held itself out as having special knowledge or skill regarding Class Vehicles.

7 167. At the time of purchase, or within one-year thereafter, the Class Vehicles contained or
8 developed the defect and risk of spontaneous combustion of Class Vehicles set forth above. The
9 existence of each of these issues constitutes a breach of the implied warranty because the Class
10 Vehicles (1) do not pass without objection in the trade under the contract description, (2) are not fit
11 for the ordinary purposes for which such goods are used, (3) are not adequately contained, packaged,
12 and labelled, and (4) do not conform to the promises or affirmations of fact made on the container or
13 label.

14 168. The failure of Class Vehicles to have the expected quality was a substantial factor in
15 causing Plaintiff and Class Member's harm and they therefore bring this Cause of Action pursuant to
16 Civil Code section 1794.

17 169. Plaintiff and Class Members have been harmed by Defendant's failure to comply with
18 its obligations under the implied warranty. Plaintiff and the Class Members have suffered an injury
19 in fact and have suffered an economic loss by, *inter alia*, (1) purchasing a product they never would
20 have leased or purchased; (2) leasing or purchasing an inferior product whose nature and
21 characteristics render it of a lesser value than represented; (3) incurring costs for diminished resale
22 value of the Class Vehicles purchased or leased; (4) leasing and/or purchasing a product that poses a
23 danger to the health and safety of the public; (5) including increased costs to repair the Class Vehicles
24 purchased, and (f) incurring costs for loss of use. Accordingly, the Court must issue an injunction
25 restraining and enjoining Defendant from sending or transmitting false and misleading advertising to
26 individuals or entities concerning the purported safety and quality of the Class Vehicles from
27 Defendant.

28 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

1 **IX. PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff Scott A. Olsen, on behalf of himself and the members of the Class,
3 demands judgment against and general and special relief from Defendant as follows:

- 4 1. An order certifying that the action may be maintained as a Class Action as defined
- 5 herein and appointing Plaintiff and his counsel of record to represent the Class as
- 6 defined above;
- 7 2. Determination that FCA US, LLC is financially responsible for all Class notice and
- 8 administration of Class relief;
- 9 3. An order enjoining Defendant from future violations of the CLRA, Business &
- 10 Professions Code section 17200, *et seq.*, Business & Professions Code section 17500,
- 11 *et seq.*, as alleged herein;
- 12 4. An order awarding Plaintiff and the Class Members actual, general and special,
- 13 incidental, compensatory, consequential damages, and restitution and/or
- 14 disgorgement;
- 15 5. An order awarding Plaintiff and the Class Members punitive damages;
- 16 6. For prejudgment and post- judgment interest upon such judgment at the maximum rate
- 17 provided by law;
- 18 7. Reasonable attorneys’ fees and costs; and
- 19 8. Such other and further relief that this Court may deem proper.

20 Dated: March 21, 2022

COTCHETT, PITRE & McCARTHY, LLP

21
 22 By: /s/ Anne Marie Murphy
 23 NIALL P. McCARTHY
 24 ANNE MARIE MURPHY
 25 JEFFREY G. MUDD
 26 VEENA BHATIA

Attorneys for Plaintiff

26 /././

27 /././

28 /././

1 **X. DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands trial by jury on all issues so triable.

3

4 Dated: March 21, 2022

COTCHETT, PITRE & McCARTHY, LLP

5

6 By: /s/ Anne Marie Murphy

NIALL P. McCARTHY
ANNE MARIE MURPHY
JEFFREY G. MUDD
VEENA BHATIA

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Attorneys for Plaintiff

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Exhibit A

Part 573 Safety Recall Report**22V-077****Manufacturer Name :** Chrysler (FCA US, LLC)**Submission Date :** FEB 11, 2022**NHTSA Recall No. :** 22V-077**Manufacturer Recall No. :** Z11**Manufacturer Information :**

Manufacturer Name : Chrysler (FCA US, LLC)

Address : 800 Chrysler Drive
CIMS 482-00-91 Auburn Hills MI
48326-2757

Company phone : 1-800-853-1403

Population :

Number of potentially involved : 16,741

Estimated percentage with defect : 100 %

Vehicle Information :

Vehicle 1 : 2017-2018 Chrysler Pacifica

Vehicle Type :

Body Style : VAN

Power Train : NR

Descriptive Information : Some 2017-2018 MY Chrysler Pacifica Plug-In Hybrid Electric Vehicles ("PHEVs") have experienced fires. The defect has not yet been identified and the root cause of these fires is still being investigated.

The potentially affected vehicle production period began on August 12, 2016, when production of Chrysler Pacifica PHEVs began, and ended on August 7, 2018, when 2018 MY production ended. The suspect population was determined using vehicle manufacturing records.

Similar vehicles not included in this recall are not PHEVs, or were built after the suspect vehicle production period.

Production Dates : AUG 12, 2016 - AUG 07, 2018

VIN Range 1 : Begin :

NR

End : NR

 Not sequential**Description of Defect :**

Description of the Defect : A vehicle may experience a fire, even with the ignition in the "OFF" mode.

FMVSS 1 : NR

FMVSS 2 : NR

Description of the Safety Risk : A vehicle fire can result in increased risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage.

Description of the Cause : NR

Part 573 Safety Recall Report

22V-077

Page 2

Identification of Any Warning None
that can Occur :

Involved Components :

Component Name 1 : NR

Component Description : NR

Component Part Number : NR

Supplier Identification :**Component Manufacturer**

Name : NR

Address : NR

NR

Country : NR

Chronology :

- On August 31, 2021, the FCA US LLC ("FCA US") Technical Safety and Regulatory Compliance organization opened an investigation as a result of detecting a potential trend in fires in certain Chrysler Pacifica PHEVs.
- From September 2021, to January 2022, FCA US repurchased two vehicles for origin and cause investigation. The cause of these fires is under investigation.
- As of February 4, 2022, FCA US is aware of ten additional fires. The cause of these fires is under investigation.
- As of February 4, 2022, FCA US has identified five customer records, zero warranty claims, and 12 field reports potentially relating to this issue for all markets with dates of receipt ranging from April 23, 2019, to December 14, 2021.
- As of February 4, 2022, FCA US is not aware of any accidents or injuries potentially relating to this issue for all markets.
- On February 6, 2022, FCA US determined, through the Vehicle Regulations Committee, to conduct a voluntary safety recall of the affected vehicles.

Part 573 Safety Recall Report

22V-077

Description of Remedy :

Description of Remedy Program : FCA US will conduct a voluntary safety recall on all affected vehicles. Remedy is under development. Until further notice, the Company is advising owners of these hybrid vehicles to refrain from recharging them, and to park them away from structures and other vehicles.

FCA US has a longstanding policy and practice of reimbursing owners who have incurred the cost of repairing a problem that subsequently becomes the subject of a field action. To ensure consistency, FCA US, as part of the owner letter, will request that customers send the original receipt and/or other adequate proof of payment to the company for confirmation of the expense.

How Remedy Component Differs from Recalled Component : Remedy is under development. Root cause is unknown.

Identify How/When Recall Condition was Corrected in Production : NR

Recall Schedule :

Description of Recall Schedule : **02/11/2022: FCA US will notify dealers and begin notifying owners on or about 04/02/2022.

Planned Dealer Notification Date : APR 02, 2022 - APR 02, 2022

Planned Owner Notification Date : APR 02, 2022 - APR 02, 2022

* NR - Not Reported

Exhibit B

2018 Chrysler Pacifica
Smart innovation dedicated
to uncompromised versatility.







Here's to creating balance in a busy world.
You are not simply a parent, coach, carpooler or commuter — you're a traveler, teacher, worker, fixer, breadwinner, trusted caregiver and so much more on any given day. That's why every day, you're prepared to answer the call. And why the Chrysler Pacifica is here to serve your real life with care as the most family friendly minivan in its class.²





Pacifica is powered to deliver robust SUV-like handling



Functionality 8



Class-exclusive¹ Stow 'n Go[®] seating and storage system saves workouts for the gym.

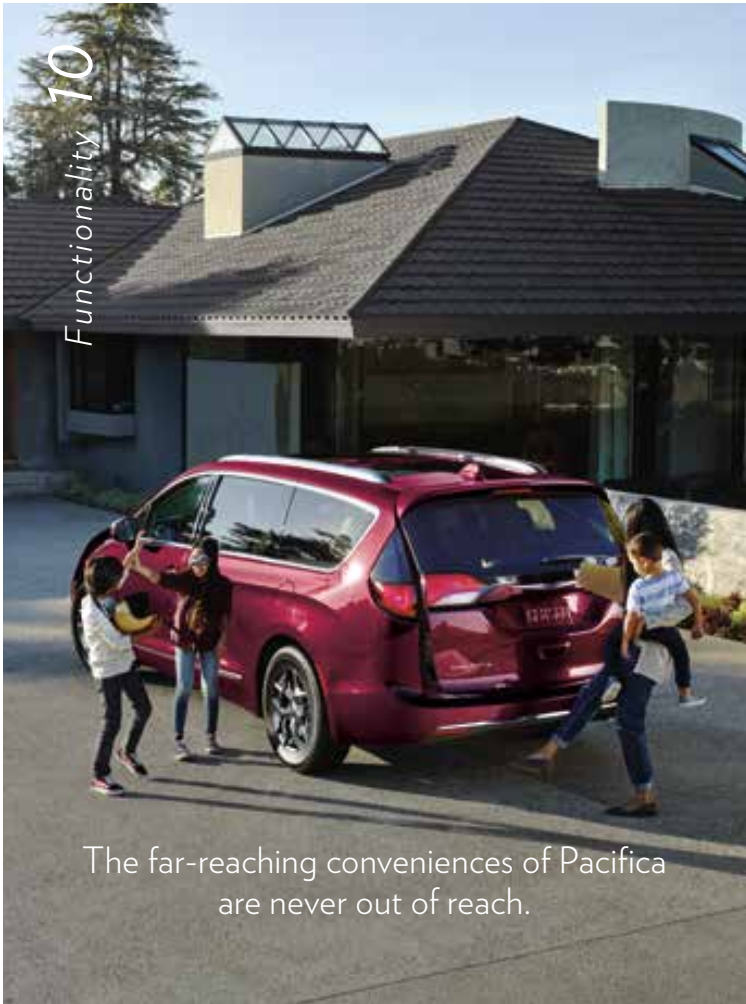
Designed to be used without having to remove⁵ the seats, the Stow 'n Go system is the key to smooth transitions. With the available Auto Advance 'n Return feature, stowing gear or the seats in the second-row bins is as simple as pressing a button to slide the front seats forward, allowing easy access to the in-floor bin.



Limited shown in Velvet Red Pearl Coat on pages 8 - 9. Properly secure all cargo.



Functionality 10



The far-reaching conveniences of Pacifica are never out of reach.

Armloads are a given — hands-free entry is a gift.

Whether you're carrying shopping bags, a sleeping baby, or various other items to load on a daily basis, getting settled has never been smoother. With the available class-exclusive² hands-free sliding doors and hands-free liftgate, a simple foot kick opens up the vehicle while the key fob is with or near you.



Generation us



Versatility 12

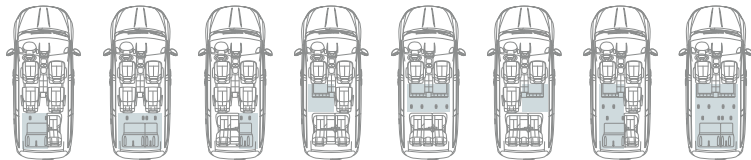


Utility at the top of its game.

The family room on wheels offers 243 different seating setups with the available seating for eight.* With seats stowed in the floor, an expansive flat cargo space will hold a large stack of 4' x 8' sheets of construction material. When seats are upright, in-floor bins provide storage organization.

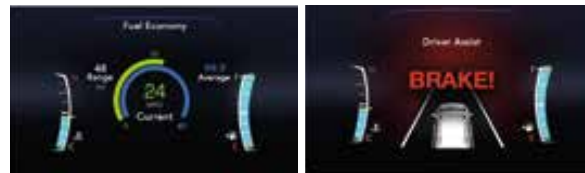
Available seating for eight makes room to grow.

The available seating for eight* includes an easily removable⁵ center seat in the second row, adding an armrest, cup holder and bin when the seatback is folded down. The eighth seat increases the capacity of LATCH-installed child seats to five.



Personalize the information you see.

An available 7-inch full-color Driver Information Display (DID) delivers sharp, configurable graphics, seamlessly integrated with cluster gauges for a wide range of customizable settings, digital speedometer, fuel economy, active safety features and turn-by-turn navigation with instant access.



Uconnect® touchscreen with available 4G Wi-Fi⁵

Remain focused on the road with your hands on the wheel, while you communicate, navigate and stay entertained. Personalize your information and connectivity with available features like SiriusXM® Guardian⁶ and 4G Wi-Fi⁵ Hotspot, Siri® Eyes Free⁷ voice commands⁸, Do Not Disturb to route incoming calls and texts, and the Drag and Drop menu bar to display your top Uconnect features and services.

SiriusXM Guardian⁶

SiriusXM Guardian⁶, with a one-year trial subscription, helps you manage your busy lifestyle. Services include SOS Call⁹, Roadside Assistance Call¹⁰, Remote Vehicle Start¹¹, Send & Go^{TM12}, Stolen Vehicle Assistance¹³ and many more.

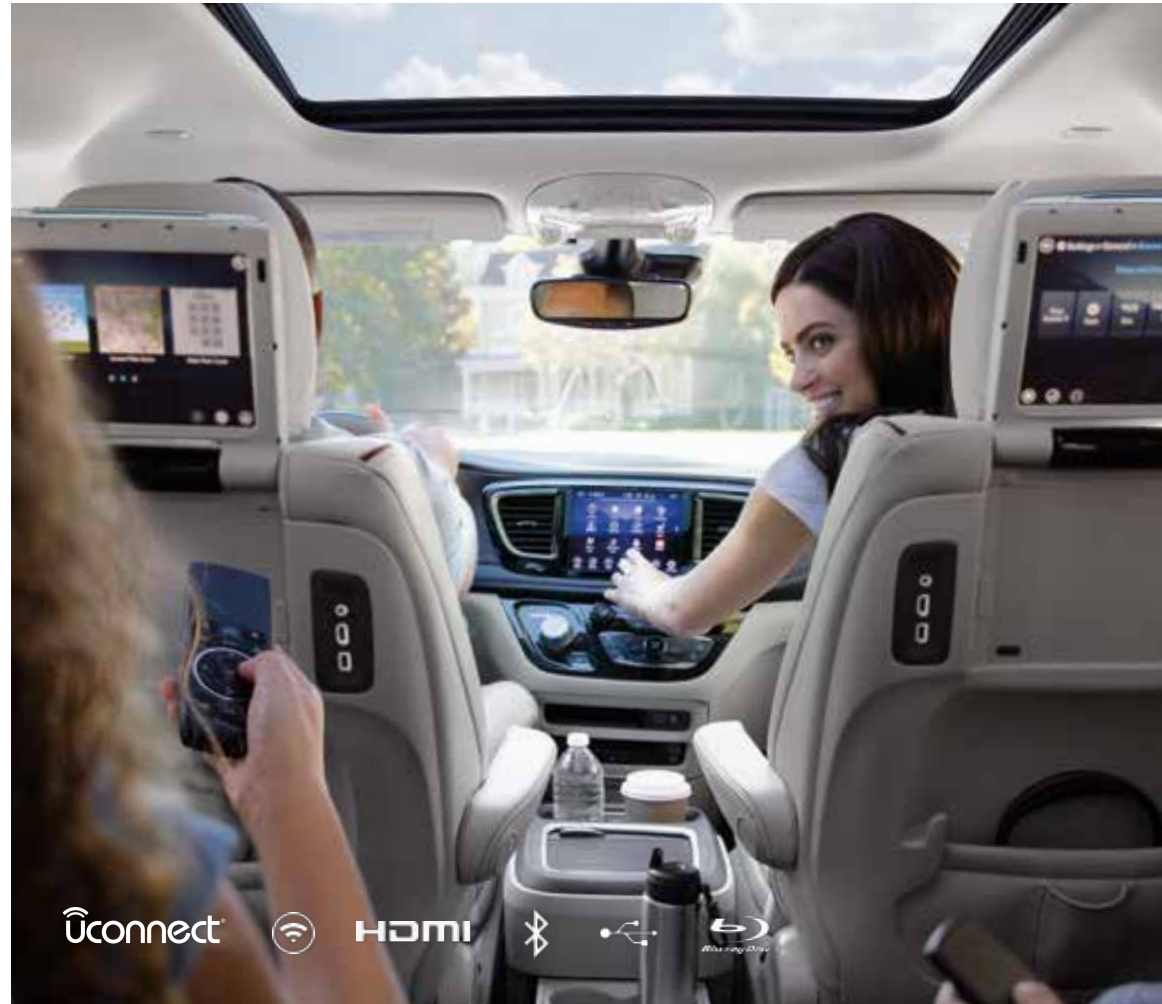
SiriusXM All Access¹⁴ Package

From coast-to-coast road trips to your daily commute, get over 160 channels to enjoy, as well as online streaming as part of your one-year trial. You have the ability to customize your music and listen to your favorite content on demand. SiriusXM Traffic¹⁴ and SiriusXM Travel Link¹⁴ are included on the available Uconnect 4C NAV with 8.4-inch Display radio with a five-year trial.

The technologically advanced family hub



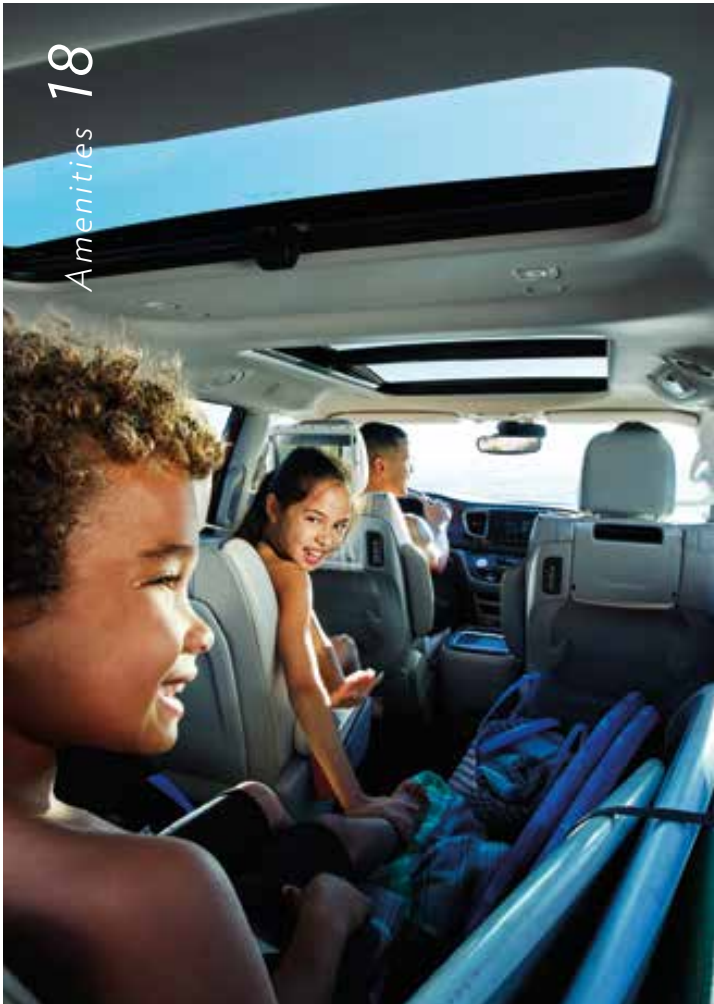
Technology and Entertainment 16



The most advanced entertainment system in its class²



Amenities 18



The staycation that travels.

Appreciate leisure time anytime you can get it. The visually expansive Pacifica interior offers, with the available tri-pane panoramic sunroof, a power dual-pane, first- and second-row sunroof with third-row fixed overhead glass. The deep-tint glass and sunshades filter or block the sunlight as desired.

Built-in tranquillity.

The sculpted shape of Pacifica offers advanced aerodynamics, while the enhanced low-sound exhaust and motor, laminated glass, Active Noise Cancellation technology and triple-seal doors contribute to making the Chrysler Pacifica peacefully quiet.



Properly secure all cargo.





America's first-ever Hybrid minivanTM



The mother of invention meets mother nature.

Pacifica Hybrid 20





A mission for reducing emissions.

Living an environmentally conscious lifestyle becomes second nature when you drive the Pacifica Hybrid. With a 33-mile electric driving range,¹⁹ the Hybrid is less dependent on gas, helping you to produce less emissions for a greener planet. It's about increasing your resources through the power of choice, and the gas pump isn't the only place you'll see savings. When you purchase a Pacifica Hybrid, you may qualify for up to a \$7,500 federal tax credit* — the full amount allowed thanks to the 16kWh battery. You may even qualify for additional state and local credits.

Electric + gas = powerful efficiency.

The Pacifica Hybrid offers the best of both worlds. Powered by an electric motor and gasoline engine, it automatically switches between electric power and hybrid power. Now it's simple to get the efficiency you are looking for with a surprisingly extensive 566-mile total driving range.¹⁹

*State and/or local incentives may also apply.



Pacifica Hybrid 24



16kWh battery with the 3.6L Pentastar® V6 eHybrid engine.

The heart of the Pacifica Hybrid is the 16kWh lithium-ion battery, delivering up to 33 miles and 84 MPGe¹⁸ solely on zero-emissions electric power. It works seamlessly with a specially adapted version of the 3.6-liter V6 gasoline engine to deliver optimal efficiency. Additionally, every time you brake while driving, the Hybrid's regenerative braking system turns the motor into a generator, charging the battery to help extend the electric range.

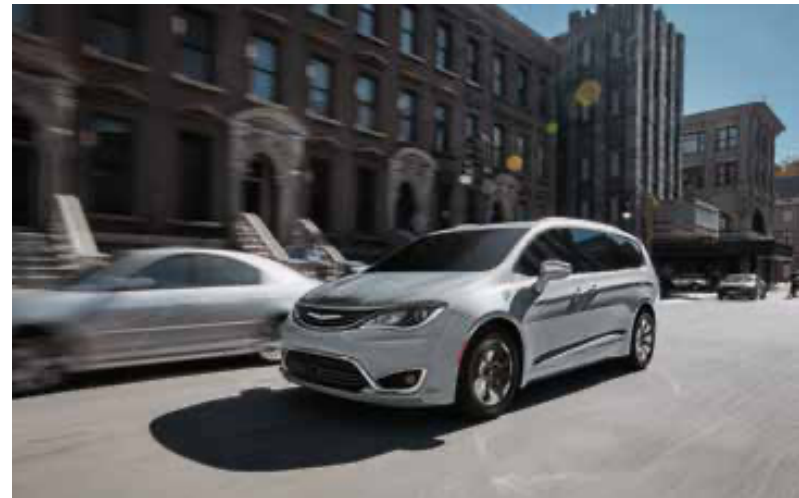
Strong enough to power the vehicle for up to 33 miles¹⁸ on a single charge, the lithium-ion battery of the Pacifica Hybrid can be charged in as little as two hours with an available 240-volt Level II charger.¹⁹ The battery has a 10-Year/150,000-Mile Limited Warranty²¹ or a 10-Year/100,000-Mile Limited Warranty,²¹ depending on where the vehicle is purchased.



America's first-ever Hybrid minivan with 84 MPGe²⁰



Pacifica Hybrid 26



Pacifica Hybrid 28



In harmony with its surroundings.

The symphony of interior hues, illumination and shapes complement exterior design cues to form the Hybrid signature style. The vivid Teal wing and leaf badging, charge light, Hybrid screens, available Ice Blue stitching and interior accents create a vibrant palette reflecting its environmental purpose from the inside out. The convenient five-point charging indicator, positioned on top of the dash, is visible at a glance, as well as from outside the vehicle to easily identify the battery's charge level from a distance.

Ready to drive.

Monitoring the Pacifica Hybrid energy output and input is so simple, you'll instantly know that it's ready to drive. The Pacifica Hybrid includes the standard Uconnect® 4C 8.4-inch touchscreen system with available navigation and Integrated Voice Command®. In addition, the Hybrid Electric Pages provide helpful vehicle information screens for Power Flow, Driving History and Charge Scheduling.



The most technologically advanced 7-passenger Hybrid²

Image is for illustration purposes only and may not reflect exact software for your vehicle.



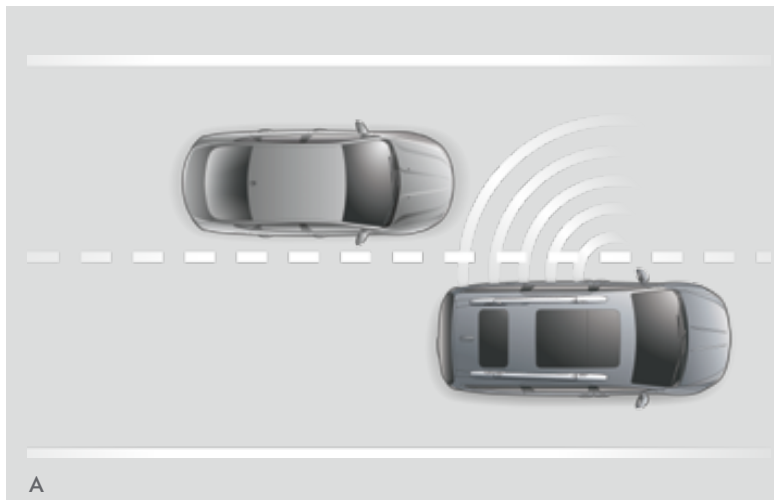
Pacifica / Pacifica Hybrid Safety 30

SafetyTec™ Group Standard on every Pacifica.

Blind Spot Monitoring²² [A] — Sees where you can't.
This available system continuously monitors rear blind zones on either side of your vehicle via radar and, if a vehicle is sensed in the zones, will notify you via a yellow triangle symbol on the outside rearview mirror.

Available Rear Cross-Path Detection²³ monitors for vehicles/objects in perpendicular relationships to the vehicle when maneuvering backward in parking lots, and provides feedback to you by audible chimes and/or visual icons.

ParkSense® Rear Park Assist with Stop²³ [B] Parking close to other vehicles or objects is made easy with sensors positioned on the rear bumper. Park-Sense Rear Park Assist with Active Braking can automatically apply the brakes to prevent a potential collision, or contact with a vehicle behind yours in low-speed parking situations. The system alerts you with a chime if your vehicle is too close to another vehicle or object, such as a building, bike, parking meter or lot barrier, as well as provides a visual reference in the Driver Information Display for further convenience.



A



B



The 2017 IIHS Top Safety Pick+ applies to non-Hybrid vehicles equipped with optional front crash prevention and specific headlights, and built after August 2016.





Your family's safety and security are what matter most



PACIFICA / PACIFICA HYBRID EXTERIOR COLORS



*Restrictions apply, see dealer for details.



Mopar® 36

Authentic Chrysler Accessories.

The 2018 Chrysler Pacifica embodies family utility and sleek, sporty style. A wide range of Authentic Mopar Accessories, crafted specifically for the versatile ingenuity of the modern Pacifica, lets you take your family's active lifestyle even further. From Sport and Cargo Carriers to Premium Protection Parts, Mopar helps the crew and all its gear go the distance. Visit your local Chrysler dealership to see the full line of Authentic Accessories for the exciting Chrysler Pacifica.

Vehicle shown with available Removable³ Roof Rack Kit,⁴ Roof-Mount Surf and Paddle Board Carrier.⁵

mopar.com



³Properly secure all cargo.





PACIFICA TOURING L

Select standard equipment over Touring Plus

powertrain

3.6L Pentastar® Variable Valve Timing (VVT) V6 with Engine Stop/Start (ESS) 9-speed Automatic Transmission

- 2nd- and 3rd-Row Window Shades
- Bright Bodyside Moldings
- Grocery Bag Hooks on 3rd-row Seatbacks
- Leather-trimmed Perforated Seating
- Stow 'n Place® Bright Side Roof Rails with Integrated Crossbars
- Heated front row seats



PACIFICA TOURING L PLUS

Select standard equipment over Touring L

powertrain

3.6L Pentastar VVT V6 with ESS 9-speed Automatic Transmission

- 7-inch Driver Information Display (DID)
- 13 Alpine® Speakers
- Acoustic Windshield
- Auto-dimming Rearview Mirror
- Heated 2nd-row Seats
- Heated Steering Wheel
- Super Console
- Uconnect® 4C NAV with 8.4-inch Display
- Uconnect Theater with Wireless Streaming



PACIFICA LIMITED

Select standard equipment over Touring L Plus

powertrain

3.6L Pentastar VVT V6 with ESS 9-speed Automatic Transmission

- 2nd-row USB Charge Ports
- Auto-dimming Exterior Driver-side Mirror
- Chrome Exterior Mirrors
- Hands-free Sliding Doors and Liftgate
- High Intensity Discharge (HID) Headlamps
- LED Fog Lamps
- Power Folding 3rd-row Seat
- Premium Leather-trimmed Seats
- Stow 'n Vac
- Tri-Pane Panoramic Sunroof
- Ventilated Front Seats with Memory

WHEELS



17-inch Steel Wheel with Full Cover
Standard on Pacifica L (W7C/WFU)



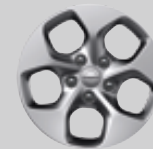
17-inch Cast-Aluminum Wheel Fully Painted Tech Silver
Standard on LX (WFN)



17-inch Cast-Aluminum Wheel Fully Painted Tech Silver
Standard on Touring Plus, Touring L and Touring L Plus; Optional on LX (WFS)



17-inch Cast-Aluminum Wheel Fully Painted Tech Silver
Standard on Hybrid Touring Plus and Hybrid Touring L (WGZ)



17-inch Cast-Aluminum Wheel Fully Painted Tech Silver
Standard on Hybrid Limited; Optional on Hybrid Touring L (WAE)



2018 CHRYSLER PACIFICA

	Pacifica L	Pacifica LX	Pacifica Touring Plus	Pacifica Touring L	Pacifica Touring L Plus	Pacifica Limited	Pacifica Hybrid Touring Plus	Pacifica Hybrid Touring L	Pacifica Hybrid Limited
ENGINE AND TRANSMISSION									
3.6L Pentastar® Variable Valve Timing (VVT) V6 with 9-speed automatic transmission	•								
3.6L Pentastar VVT V6 with Engine Stop/Start (ESS) and 9-speed automatic transmission	•	•	•	•	•	•			
3.6L Atkinson Cycle V6 Hybrid engine with Electrically Variable Transmission (EVT)							•	•	•
MECHANICAL FEATURES									
6.6kW Battery Charger with Cord							•	•	•
Alternator – 160-amp	•								
– 180-amp		•	•	•			•		
– 220-amp (included with Uconnect Theater with Wireless Streaming Package and Trailer Tow Group)			P	P	•	P			
Battery – 650-amp maintenance-free (packaged with ESS configuration)		•	•	•	•	•	•	•	•
– Auxiliary (packaged with ESS configuration)		•	•	•	•	•			
– 730-amp, maintenance-free		•	•	•	•	•			
– Battery charge indicator							•	•	•
Brakes – 4-wheel antilock disc Regenerative							•	•	•
– 4-wheel antilock with discs		•	•	•	•	•			
Defroster – Rear		•	•	•	•	•	•	•	•
Engine Block Heater	○	○	○	○	○	○			
Fuel Tank – 16.5-gallon		•	•	•	•	•		•	•
– 19-gallon		•	•	•	•	•			
Suspension – Heavy-duty							•	•	•
– Normal-duty		•							
– Touring-tuned		•	•	•	•	•			
Tip Start – Quiet start, prevents double starts		•	•	•	•	•	•	•	•
EXTERIOR FEATURES									
Door Handles – Black		•							
– Body-color (included with S Appearance Package)		•	P	P	P	P			
– Bright (not available with S Appearance Package)			•	•	•	•	•	•	•
Doors – Power sliding			•	•	•	•	•	•	•
– Hands-free sliding doors and liftgate					○				•
Fog Lamps – LED							•		
– Premium			•	•	•		•	•	•
Glass – Sunscreen		•	•	•	•	•	•	•	•
Grille – Black		•	•						
– Black with bright surround							•	•	•
– Black upper			•	•	•	•			
– Black Chrysler wing badge (included with S Appearance Package)			P	P	P	P			
Headlamps – Auto High-Beam Headlamp Control (included with Advanced SafetyTec™ Group)				P	P	P			•
– Automatic			•	•	•	•	•	•	•
– Dual High Intensity Discharge (HID)							•		

EXTERIOR FEATURES (continued)

	Pacifica L	Pacifica LX	Pacifica Touring Plus	Pacifica Touring L	Pacifica Touring L Plus	Pacifica Limited	Pacifica Hybrid Touring Plus	Pacifica Hybrid Touring L	Pacifica Hybrid Limited
EXTERIOR FEATURES (continued)									
– Quad-halogen	•	•	•	•	•		•	•	•
Liftgate – Power			•	•	•		○	•	•
Mirrors – Foldaway, power, heated body-color	•	•							
– Foldaway, power, heated body-color			•	•	•		•	•	
– Foldaway, power, heated with chrome exterior with supplemental turn indicator									•
– Power folding, power, heated with chrome exterior, memory feature, auto-dimming, driver side, courtesy lamps, supplemental turn indicator, auto-adjust-in-Reverse							•		
Molding – Bodyside, bright (not available with S Appearance Package)				•	•			•	•
Roof Rack – Stow 'n Place® Black (packaged with S Appearance Package)			○/P	P	P	P			
– Stow 'n Place with bright side rails (not available with S Appearance Package)				•	•			•	•
Sill Appliqué – Body-color	•	•	•	•	•	•	•	•	•
Tires – 235/65R17 BSW All-Season	•	•	•	•	•	•	•	•	•
– 235/60R18 BSW All-Season			○	○	○		•		○
– 245/50R20 BSW All-Season (optional only with S Appearance Package)			○	○	○	○			
– Tire Service Kit	•	•	•	•	•	•	•	•	•
– Inflatable spare tire kit			○	○					
– Inflatable spare tire kit with sealant (packaged with vacuum delete on Limited)							○	P	
Tri-Pane Panoramic Sunroof – Power (not available with 8-Passenger Seating and 20-inch Wheels Group on Limited)					○	•			○
Wheels – 17-inch steel with covers	•								
– 17-inch aluminum		•							
– 17-inch aluminum		○	•	•	•				
– 17-inch aluminum							•	•	
– 17-inch aluminum									○
– 18-inch aluminum			○	○	○				•
– 18-inch polished aluminum							•		
– 18-inch polished aluminum									○
– 18-inch aluminum Black Noise (included with S Appearance Package)			P	P	P	P			
– 20-inch aluminum (packaged with 8-Passenger Seating and 20-inch Wheels Group)								P	
– 20-inch aluminum Black Noise (optional only with S Appearance Package)			○	○	○	○			
Windshield Wipers – Front, rain-sensing (included with Advanced SafetyTec Group)				P	P	P			•
– Front, variable/intermittent		•	•	•	•	•	•	•	•
– Rear wiper/washer		•	•	•	•	•	•	•	•
INTERIOR FEATURES									
Air Conditioning – Three-Zone Automatic Temperature Control			•	•	•	•	•	•	•
– Three-Zone Manual Temperature Control	○	•							
– Driver and Front-Passenger Manual Temperature Control	•								
Door Locks – Power	•	•	•	•	•	•	•	•	•
Grocery Bag Hooks – On 3rd-row seatbacks							•	•	•



	Pacifica L	Pacifica LX	Pacifica Touring Plus	Pacifica Touring L	Pacifica Touring L Plus	Pacifica Limited	Pacifica Hybrid Touring Plus	Pacifica Hybrid Touring L	Pacifica Hybrid Limited
UCONNECT® (continued)									
Uconnect 4C with 8.4-inch Display — Includes 8.4-inch touchscreen, AM/FM, AUX/USB, Integrated Voice Command® with Bluetooth®, Voice Text Reply, ²⁸ Android Auto, ^{TM15} Apple CarPlay ^{TM16} and HD radio (packaged with Premium Audio Group)				P			•	•	
Uconnect 4C NAV with 8.4-inch Display — Includes 8.4-inch touchscreen, AM/FM, AUX/USB, Integrated Voice Command® with Bluetooth, Voice Text Reply, ²⁸ Android Auto, ¹⁵ Apple CarPlay, ¹⁶ HD radio, Navigation, SiriusXM® Traffic ¹⁴ and SiriusXM Travel Link ¹⁴					•	•	○		•
Single rear overhead DVD player		○	○	○			○	○	
Integrated Voice Command® — Hands-free® communication system	•	•	•	•	•	•	•	•	•
SAFETY & SECURITY									
Air Bags ²⁹ — Advanced multistage driver and front-passenger, includes low-risk deployment	•	•	•	•	•	•	•	•	•
— Driver's and front-passenger side inflatable knee blocker ²⁹	•	•	•	•	•	•	•	•	•
— Front-seat-mounted side	•	•	•	•	•	•	•	•	•
— Side-curtain, for outboard passengers in all 3 rows	•	•	•	•	•	•	•	•	•
Blind Spot Monitoring (BSM) ²² with Rear Cross-Path Detection System ²³	•	•	•	•	•	•	•	•	•
Child Seat Anchor System (LATCH)	•	•	•	•	•	•	•	•	•
Electric Parking Brake with Safe Hold	•	•	•	•	•	•	•	•	•
Electronic Stability Control (ESC) ³⁰	•	•	•	•	•	•	•	•	•
Forward Collision Warning Plus (FCW+) ²⁴ (packaged with Advanced SafetyTec TM Group)				P	P	P			•
KeySense	○	○	○	○	○	○	○	○	○
LaneSense® Lane Departure Warning Plus (LDW+) ²⁶ (packaged with Advanced SafetyTec Group)				P	P	P			•
Parallel and Perpendicular Park Assist ²³ (packaged with Advanced SafetyTec Group)				P	P	P			•
ParkSense® Front and Rear Park Assist with Stop ²³ (packaged with Advanced SafetyTec Group)				P	P	P			•
ParkSense Rear Park Assist System with Stop ²³ — Assists while parking (not available with Parallel and Perpendicular Park Assist ²³)	•	•	•	•	•	•	•	•	•
ParkView® Rear Back-Up Camera ²³ (not available with Surround-View Camera ²³)	•	•	•	•	•	•	•	•	•
Remote Keyless/Illuminated Entry System	•	•	•	•	•	•	•	•	•
Remote Proximity — All doors (packaged with power sliding doors on Pacifica LX model)	P	•	•	•	•	•	•	•	•
Security Alarm	•	•	•	•	•	•	•	•	•
Surround-View Camera ²³ (packaged with Advanced SafetyTec Group)				P	P	P			•



SAFETY & SECURITY (continued)

	Pacifica L	Pacifica LX	Pacifica Touring Plus	Pacifica Touring L	Pacifica Touring L Plus	Pacifica Limited	Pacifica Hybrid Touring Plus	Pacifica Hybrid Touring L	Pacifica Hybrid Limited
Tire Pressure Monitoring System	•	•	•	•	•	•	•	•	•
Trailer Sway Control (TSC) ³⁰ (packaged with Trailer Tow Group)			P	P	P	P			
Emergency Kit Group — Includes Travel and Safety Kit and first aid kit	○	○	○	○	○	○			
Vehicle Tracking System	○	○	○	○	○	○	○	○	○
PACKAGES/EQUIPMENT GROUPS									
Premium Audio Group — Includes 13 Alpine® speakers, 3rd-row USB charge port, Uconnect 4 with 8.4-inch Display and 8-way passenger front seat				○					
20-Speaker Harman Kardon® Sound Group — Includes 20 speakers and 760-watt amplifier					○	○			•
Advanced SafetyTec Group — Includes Advanced Brake Assist (acoustic windshield and 7-inch color display on Touring L models), FCW+ ²⁴ rain-sensitive windshield wipers, Auto High-Beam Headlamp Control, Adaptive Cruise Control (ACC) with Stop and Go, ²⁵ LaneSense LDW+ ²⁶ BSM, ²³ Surround-View Camera, ²³ ParkSense Front and Rear Park Assist with Stop ²³ Parallel and Perpendicular Park Assist with Stop ²³				○	○	○			•
S Appearance Package — Includes body-color door handles, Black Stow 'n Place® roof rack, body-color mirrors on Limited, Black Chrysler grille wing badge, "S" badge, Black badging, Black daylight opening moldings, Black grille surrounds, leather-wrapped steering wheel on Touring, 18-inch Black Noise aluminum wheels, Black spear appliqué rear fascia and unique S Appearance Package seats									
Interior Protection Package — Includes all-weather floor mats, rear cargo bin Stow 'n Go® storage, rear cargo liner, all-weather cargo floor mats and bright door sills	○	○	○	○	○	○			
SafetyTec Group — Includes ParkSense Rear Park Assist with Stop ²³ BSM ²² Rear Cross-Path Detection System ²³ and power front windows with one-touch up/down on Pacifica L model	•	•	•	•	•	•	•	•	•
8-Passenger Seating and 20-inch Wheels Group (deletes Tri-Pane Panoramic Sunroof)						○			
Trailer Tow Group — Includes trailer tow 4-/7-pin wiring harness, Class II 2-inch hitch receiver, Trailer Sway Damping, ³⁰ heavy-duty radiator and 220-amp alternator on Touring Plus, Touring L and Limited			○	○	○	○			
Uconnect Theater with Wireless Streaming Package — Includes 220-amp alternator, 115-volt auxiliary power outlet, wireless headphones, video remote control, HDMI input, 3rd-row USB charge port, two 10-inch seatback touchscreens, video USB port, Blu-ray®/DVD player						•	○		•

• = Included. P = Available within Package noted. ○ = Optional.



(1) Based on the latest available competitive information and the FCA US LLC Premium Minivan segment. (2) Based on available features and the latest available competitive information and the FCA US LLC Premium Minivan segment. (3) Be sure to follow all instructions in Owner's Manual for removal. (4) Based on the latest available competitive information and the FCA US LLC Premium Minivan segment. Excludes other FCA US LLC vehicles. (5) Wi-Fi subscription required. Vehicle must be registered with Uconnect Access and fulfill minimum subscription requirements. Vehicle must be properly equipped and in active and usable cellular range for Wi-Fi usage. Wi-Fi Hotspot does not enable direct communication between multiple in-vehicle devices. Factors affecting the performance of Wi-Fi Hotspot include: cellular network, signal strength and quality, time of day, number of channels used by the service provider, type of connection, number of clients using Wi-Fi Hotspot and client device. This feature is not intended for use by the driver while the vehicle is in motion. Always drive safely. (6) All SiriusXM Guardian-equipped vehicles come with a 12-month complimentary trial effective on the date of purchase or lease of a new vehicle. Enrollment in the trial is required to receive service. Upon expiration of the trial period, purchase of a subscription is required to continue SiriusXM Guardian. SiriusXM Guardian is available only on equipped vehicles purchased within the United States, Puerto Rico and Canada. Services can only be used where cellular coverage is available. See Uconnect and SiriusXM Guardian Terms of Service for complete service limitations. (7) Siri Eyes Free requires an iPhone equipped with Siri. Certain features not available while the vehicle is in motion. iPhone must be within active cellular range. Customer's existing iPhone data rates apply to Internet-supported features. (8) Requires a mobile phone equipped with the Bluetooth Hands-Free Profile. Visit UconnectPhone.com for system and device compatibility. (9) In the event of a medical or other emergency, press the SOS button to be connected to a Customer Care agent who can direct emergency assistance to your vehicle's location. (10) Roadside Assistance Call connects you directly to an agent who can provide the vehicle's location to the Roadside Assistance Service. Vehicle must be within the United States, Puerto Rico or Canada to have network coverage. Additional roadside assistance charges may apply. Check warranty for details. (11) Remote Vehicle Start not available on all vehicles. You are responsible for using remote features in accordance with any laws, rules or ordinances in effect wherever you operate your vehicle. (12) Send & Go requires a vehicle equipped with a Uconnect 8.4 Navigation unit. To use Send & Go, you must have the SiriusXM Guardian mobile app installed on a compatible smartphone and have an active subscription to SiriusXM Guardian. (13) Active SiriusXM Guardian subscription is required to use this service. Stolen vehicle police report required. Always notify law enforcement if your vehicle is stolen and do not attempt to recover it on your own. (14) SiriusXM audio and data services each require a subscription sold separately or as a package by Sirius XM Radio Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. **If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates.** Fees and taxes apply. To cancel, you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations or on all receivers. (15) Android Auto uses your smartphone's data plan. Additional charges may apply. To use Android Auto, you must be in an area with cellular coverage. Requires the Android Auto app on Google Play and on Android compatible smartphone running Android 5.0 Lollipop or higher. (16) Apple CarPlay uses your smartphone's data plan. Additional charges may apply. To use Apple CarPlay, you must be in an area with cellular coverage. (17) Based on available competitive information. (18) Based on EPA-estimated 84 MPGe, 32 mpg combined and 33 miles all-electric range rating. Actual mileage may vary. (19) Requires purchase and professional installation. See your Chrysler dealer for details. (20) Based on the latest available competitive information and FCA US LLC Premium Minivan segment MPGe rating based on EPA-estimated fuel economy rating. Actual mileage may vary. (21) Transferable. See dealer for complete details and a copy of the warranty. (22) Always check visually for vehicles prior to changing lanes. (23) Always look before proceeding. An electronic drive aid is not a substitute for conscientious driving. Always be aware of your surroundings. (24) This system is not intended to avoid collisions on its own, nor can FCW detect every type of potential crash. The driver must remain aware of traffic conditions and be prepared to brake and steer to avoid potential collisions at all times. (25) This system is a driver convenience system, not a substitute for active driver involvement. The driver must remain aware of traffic conditions and maintain control of the vehicle. (26) This system is a driver convenience system, not a substitute for active driver involvement. The driver must remain aware of traffic conditions and maintain control of the vehicle. (27) Not compatible with all garage door openers. (28) Voice Text Reply and Voice Texting features require a compatible mobile device enabled with Bluetooth Message Access Profile (MAP). iPhone and some other smartphones do not currently support Bluetooth MAP. Visit www.UconnectPhone.com for system and device compatibility. Ensure MAP is ON and incoming message notification is enabled. Vehicle must be registered for Uconnect Access and you must fulfill minimum subscription requirements. Also requires the use of a compatible smartphone that supports text messaging and Bluetooth. Check UconnectPhone.com for device compatibility. (29) The Advanced Front Air Bags in this vehicle are certified to the new U.S. Federal regulations for Advanced Air Bags. Children 12 years old and younger should always ride buckled up in a rear seat. Infants in rear-facing child restraints should never ride in the front seat of a vehicle with a passenger front air bag. All occupants should always wear their lap and shoulder belts properly. (30) No system, no matter how sophisticated, can repeal the laws of physics or overcome careless driving actions. Performance is limited by available traction, which snow, ice and other conditions can affect. When the ESC warning lamp flashes, the driver needs to use less throttle and adapt speed and driving behavior to prevailing road conditions. Always drive carefully, consistent with conditions. Always wear your seat belt. (31) Complete details, including restrictions, limitations and exclusions, will be available when you become a Cardmember. MasterCard is a registered trademark of MasterCard International Incorporated. This card is issued by First Bankcard, a division of First National Bank of Omaha, pursuant to a license by MasterCard International Incorporated.

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74-383-3812



Exhibit C

This notice applies to your vehicle,

2018 Chrysler Pacifica
VIN: 2C4RCIN7UR168392

Z11/NHTSA 22V-077



YOUR SCHEDULING OPTIONS

1. Visit recalls.mopar.com to sign up for email or SMS notifications for when remedy parts become available. You will be asked to provide your Vehicle Identification Number (VIN), provided above
2. Scan below using your smartphone or tablet to sign up to be notified when remedy parts become available
3. Wait for FCA US to contact you again, by mail, with a follow-up recall notice when remedy parts are available
4. Call the FCA Recall Assistance Center at 1-800-853-1403. An agent can sign you up to be notified when remedy parts become available, or answer any other questions you may have



DEALERSHIP INSTRUCTIONS

Please reference Safety Recall Z11.

IMPORTANT SAFETY RECALL

Plug-in Hybrid Electric Vehicle Fires

Dear SCOTT A OLSEN:

This notice is sent to you in accordance with the National Traffic and Motor Vehicle Safety Act.

FCA US has decided that a defect, which relates to motor vehicle safety, exists in certain 2018 Chrysler Pacifica vehicles.

WHY DOES MY VEHICLE NEED REPAIRS?

Some of the above Plug-in Hybrid Electric Vehicles (PHEV) may experience a fire potentially originating in the center of the vehicle ^[1] underbody with the ignition in the "OFF" mode. A vehicle fire can result in increased risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage.

Until further notice, FCA is advising owners of these hybrid vehicles to refrain from recharging the high voltage battery, and to park them away from structures and other vehicles.

HOW DO I RESOLVE THIS IMPORTANT SAFETY ISSUE?

The remedy for this condition is not currently available. We are making every effort to finalize the remedy and will service your vehicle free of charge (parts and labor) when the remedy is available.

FCA US will contact you again, by mail, with a follow-up recall notice when the remedy is available. Once you receive your follow-up notice, simply contact your Chrysler, Jeep®, Dodge or RAM dealer right away to schedule a service appointment ^[2]. Additional options for your next steps are included on the left side of this notification. We appreciate your patience.

WHAT IF I ALREADY PAID TO HAVE THIS REPAIR COMPLETED?

If you have already experienced this specific condition and have paid to have it repaired, you may visit www.fcarecallreimbursement.com to submit your reimbursement request online ^[3]. Once we receive and verify the required documents, reimbursement will be sent to you within 60 days. If you have had previous repairs performed and/or already received reimbursement, you may still need to have the recall repair performed.

We apologize for any inconvenience, but are sincerely concerned about your safety. Thank you for your attention to this important matter.

Customer Assistance/Field Operations
FCA US LLC

Exhibit D

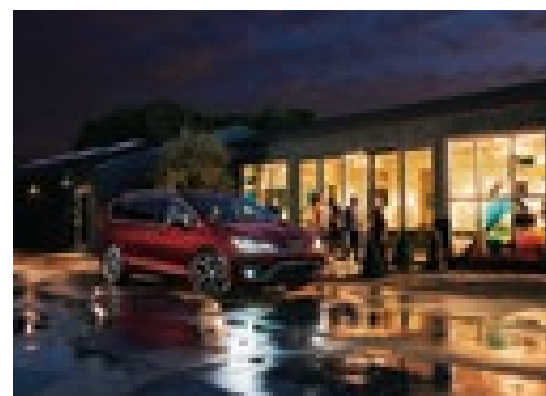
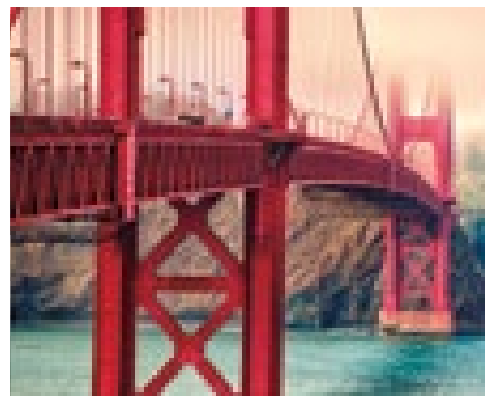
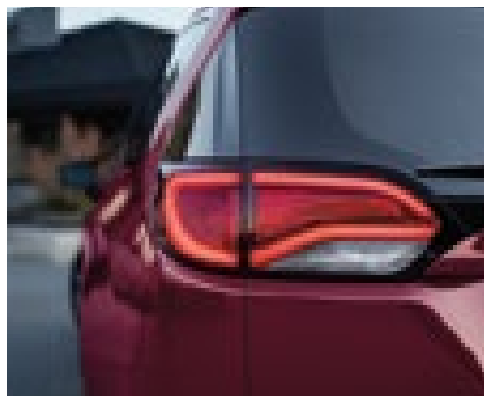
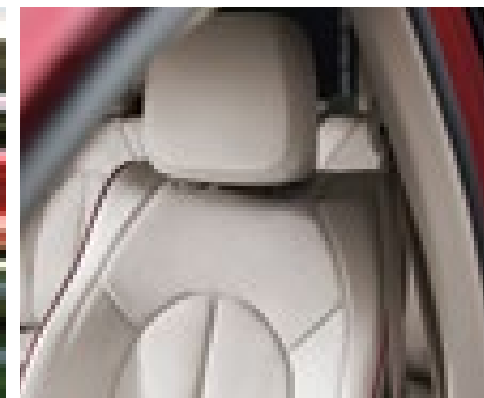


IMPORTED FROM DETROIT®

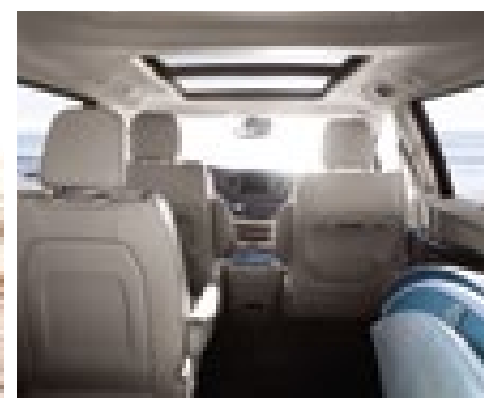


The all-new 2017 **Chrysler Pacifica**





There are no typical days for the modern family, only equally chaotic. The all-new Chrysler Pacifica is up to the multitask and what happens between the schedule lines — moments that aren't planned. They remind us of what it's like to be a kid again. Introducing 37 segment-first^{1*} features invented to calm the storm of busy lives, together.



*A note about this brochure: all disclaimers and disclosures can be found on the inside back cover.





Curb appeal.



DEALER E-PROCESS

Generation us.

What's yours is theirs, and Pacifica stands for family pride as much as your home, while it raises the neighborhood bar. This all-new ultimate family vehicle displays a sleek, athletic stance with a sculpted body. Features like LED lighting, available chrome accents and 20-inch wheels highlight the sharp style to the new silhouette.

design 6



Engineered for strength.

The all-new Pacifica architecture is built from the ground up, starting with strategically placed dual-phase, high-strength, lightweight steel, resulting in a strong safety cage that contributes to impact protection.



The all-new Pacifica is the quietest vehicle in its class.²



Noise, vibration and harshness (NVH) take a backseat to a smooth and quiet ride.

The sculpted shape offers advanced aerodynamics, while the enhanced low-sound exhaust and motor volumes, laminated glass, Active Noise Cancellation (ANC) and triple-seal doors contribute to what makes Pacifica the quietest vehicle in its class.²



Utility gets a new platform.

The all-new architecture and independent rear suspension optimize ride and handling with a front suspension cradle configured for strength, stiffness and redefined driving dynamics. The low rolling-resistance tires are a key component to unsurpassed highway fuel efficiency in its class,³ while stiffer wheel designs reduce NVH factors.

*Based on latest available competitive information and manufacturer's estimated 18 city / 28 hwy mpg with 3.6L engine and nine-speed transmission.

efficiency 10



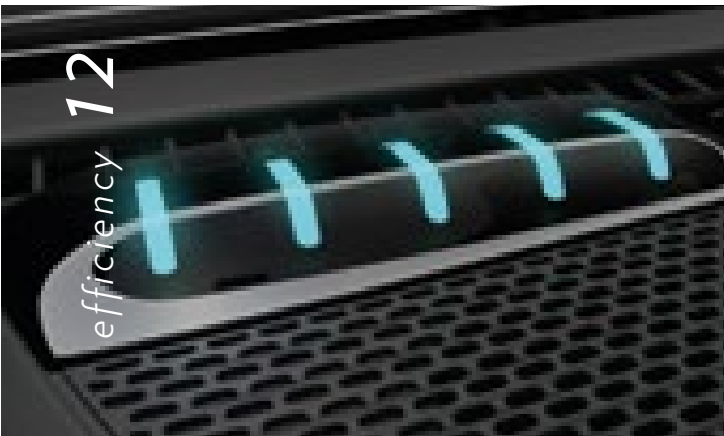
Serene attention and respect.

The Hybrid powertrain provides highly efficient delivery of intuitive power and range. Modern exterior features include LED lighting, chrome accents, unique Silver Teal body color, as well as signature Teal badging accents, grille design and wheels exclusive to the Pacifica Hybrid. Bringing the outside in, Anodized Ice Cave interior accent finishes and Ice Blue stitching give a soothing sense of cabin serenity.

First-ever
Hybrid in its class¹
with 80 MPGe*



*Based on manufacturer's testing. Actual mileage may vary.



Day-tripping on a single charge.

Whether you're driving in the city or on the highway, the smart Pacifica Hybrid technology seamlessly transfers between gas and electric power based on how you're driving at that moment. It's about providing maximum efficiency and capability to cover lower-range daily driving, such as errands and carpooling, all within a single charge. A convenient five-point charging indicator on the instrument panel is visible from outside the vehicle to easily identify the battery's charge level.



80 MPGe* / 30* electric miles for 530*-mile combined range.

Look to the Hybrid technology for outstanding fuel economy of 80 MPGe*, a 30-mile electric range*, and a total driving range of 530 miles* with V6 powertrain and charge. The Hybrid model may be plugged in and electrically charged, as well as through regenerative braking by the gasoline engine.



Smart app.

The Hybrid-exclusive Uconnect® app lets you get your vehicle information remotely, so you can always be prepared and plan your charging schedule accordingly.



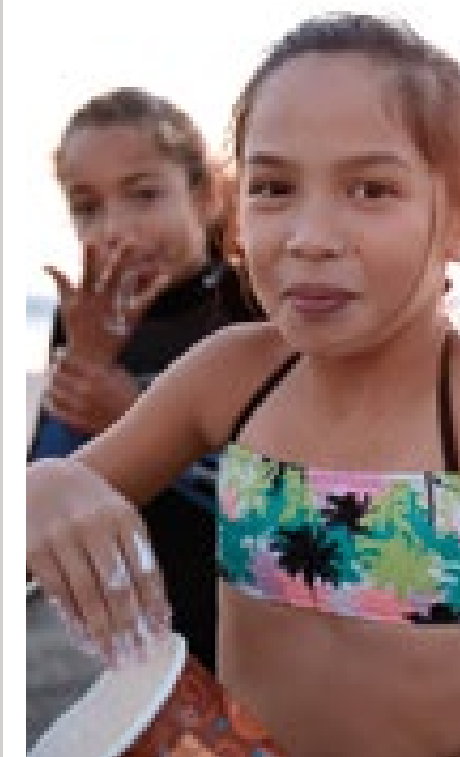
Hybrid screens.

Uconnect offers Hybrid Electric Pages on the Driver Information Display (DID), providing customizable efficiency and power-usage details.



Two-hour charge.†

The Pacifica Hybrid enables recharging of the battery via a standard 120v outlet or charge in as little as two hours† with an available 240v charging system.



*Based on manufacturer's testing. Actual mileage may vary.
 †Requires purchase and professional installation. See Chrysler dealer for details.



efficiency 14



Unsurpassed highway fuel economy in its class.³

18 MPG city / 28 MPG highway.*

When you choose the Pacifica, you get a powerful yet economic powertrain with a standard 3.6L Pentastar® Variable Valve Timing (VVT) V6 engine with 9-speed automatic transmission that delivers an impressive best-in-class¹ 287 horsepower and 262 lb-ft of torque.

9-speed transmission.

The all-new Pacifica is the only vehicle in its segment¹ to be equipped with the pioneering mechanics of a standard 9-speed automatic transmission — a primary contributor to fuel efficiency and driving dynamics.

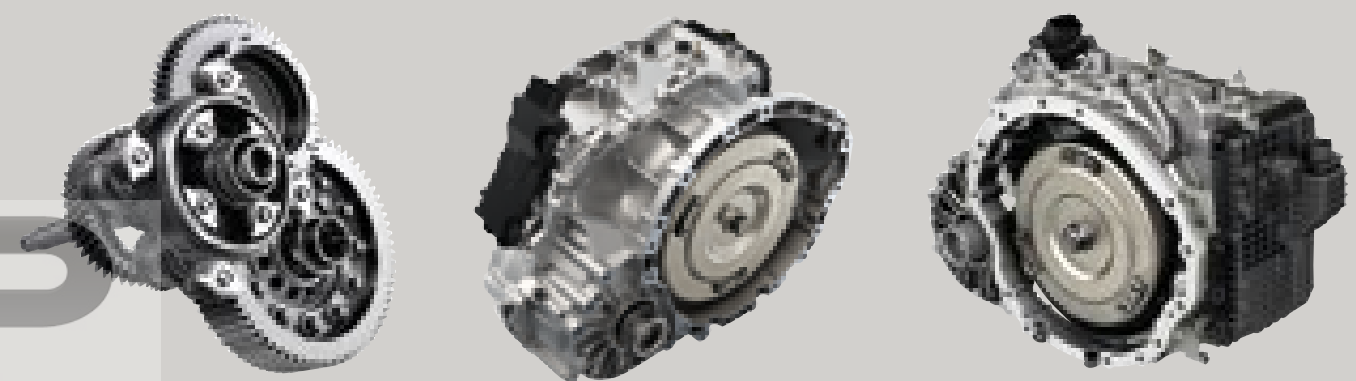


Image courtesy of ZF Friedrichshafen AG.

*Based on manufacturer's testing. Actual mileage may vary.

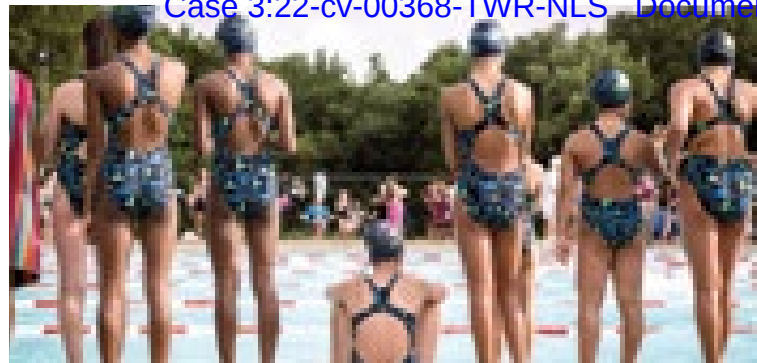
interior 16

Wide open space.

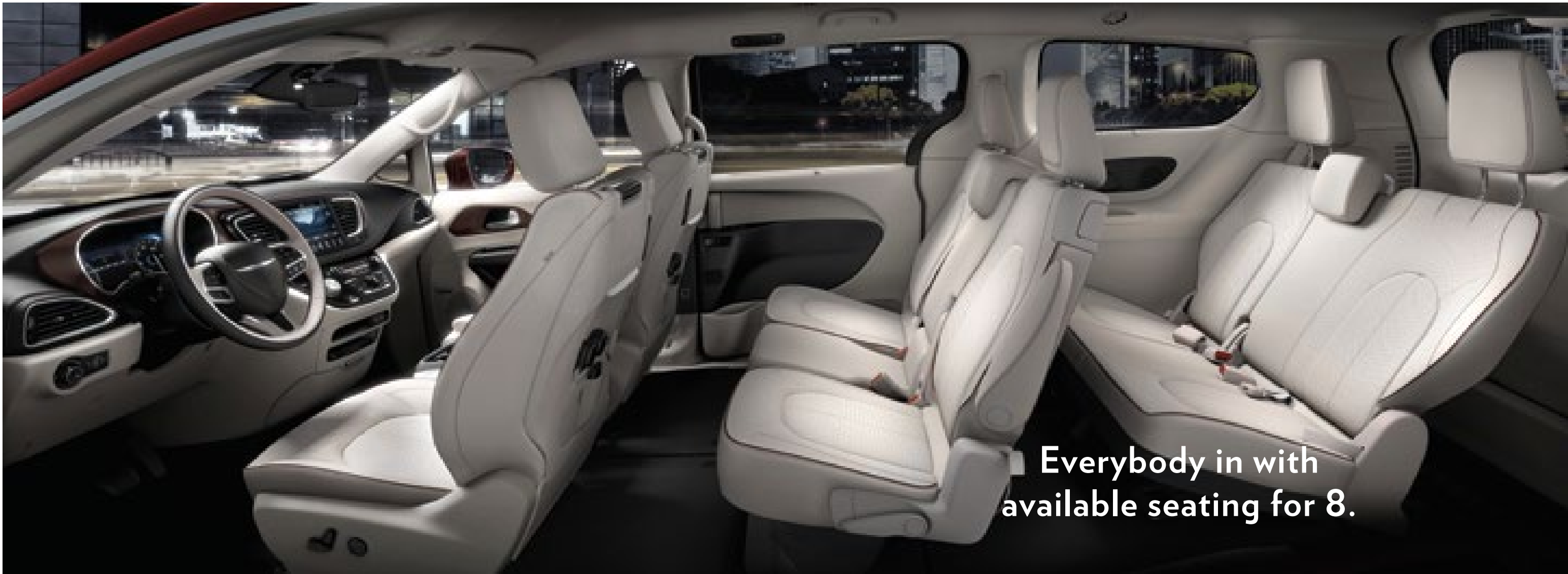
Making room for more is rarely a hurdle with the all-new Pacifica's interior spaciousness, including best-in-class¹ cargo volume and second* and third-row seats that fold down into bins in the floor. Occupants in all three rows will notice the abundant leg room, shoulder room and head room for a relaxing, comfortable ride.

*Non-hybrid models.





Interior 18



Everybody in with available seating for 8.

The spacious family room on the go.

The available new seating for eight* includes an easily removable⁴ center seat in the second row, adding an armrest, cup holder and bin when the seatback is folded down. The eighth seat also increases the capacity of LATCH-installed child seats to five. This lightweight seat can be easily removed when additional cargo space is needed.

*Non-hybrid models.



interior 20

Formation finding.

Appreciate the awe-inspiring view while enjoying cloud formations and imagining distant galaxies. The spacious Pacifica interior is visually expanded with the segment-first¹ available Tri-Pane Panoramic Sunroof with power dual-pane, first- and second-row sunroof with third-row fixed overhead glass. The deep-tint glass and available sunshades give a moment of relaxation at any time of the day.



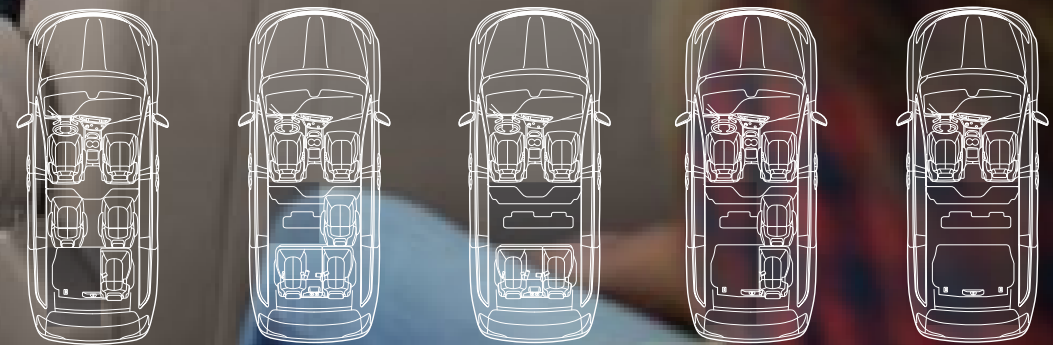
Properly secure all cargo.



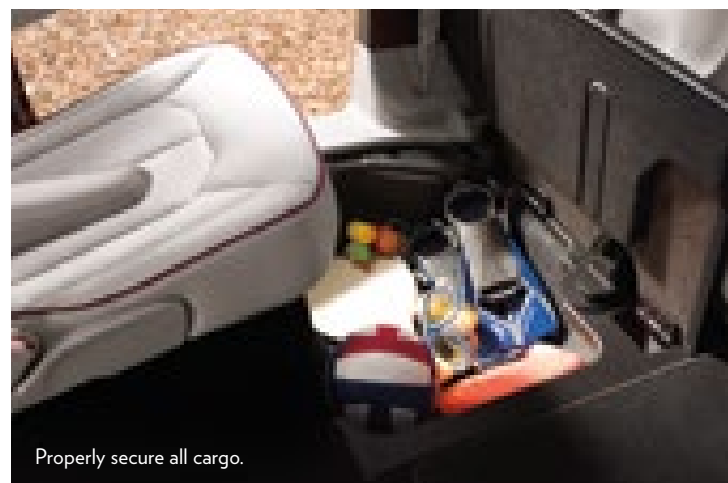
interior 22



Class-exclusive⁵ Stow 'n Go[®] seating and storage — no heavy lifting or seat removal⁴ required.



Properly secure all cargo.



Properly secure all cargo.

With 243 different seating configurations, versatility goes further.

The all-new family room on wheels offers 243 different seating configurations with the available seating for eight. With seats stowed in the floor, an expansive flat cargo space will hold a large stack of 4' x 8' sheets of construction material. When seats are in the upright position, in-floor bins provide storage and gear organization.

The only minivan in its class⁵ with Stow 'n Go seating, storage and cargo system.

Designed to be used without having to remove⁴ the seats, the Stow 'n Go seating and storage system is the key to smooth transitions. With the new Stow 'n Go Assist feature, stowing gear or the seats in the second-row bins is as simple as pressing a button to slide the front seats forward, allowing easy access to the in-floor bin.



interior 24



EasyTilt third-row access.

Passengers can easily climb in and out of the third row using the class-exclusive,¹ second-row Easy Tilt seat feature. At the simple pull of a lever, the second-row seat shifts forward, even with an unoccupied installed child seat in place.



No-fumble entrance made easy.

With the available hands-free* liftgate and sliding side doors, a simple wave of a foot opens up the vehicle while the key fob is on or near you. Whether you're carrying shopping bags or a sleeping baby, getting settled has never been smoother.

*Late availability.



Properly secure all cargo.

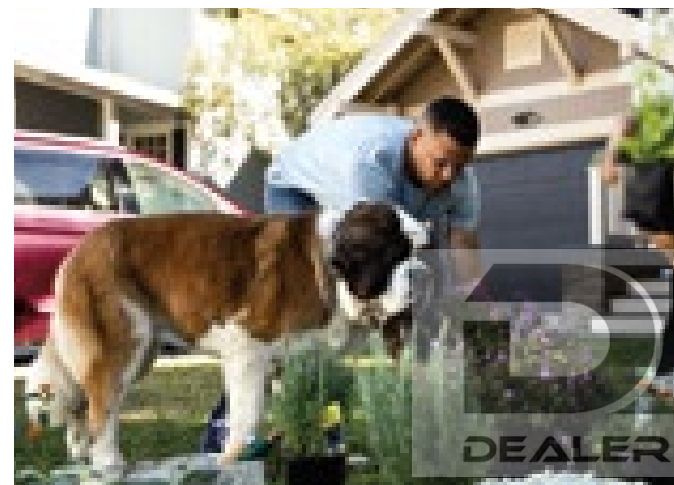
DEP
DEALER E-PROCESS

interior 26



Quick cleanup.

Properly secure all cargo.



Do-it-themselves with the available Stow 'n Vac integrated vacuum.

When things get messy, the convenience of an available lightweight, easy-to-operate, built-in vacuum by RIDGID® reaches behind the second row, making cleanup simple. Stored and contained near the second row of the driver's side, the most powerful integrated vacuum in its class² offers easy access to all corners of the Pacifica. Stow 'n Vac includes debris-drawer removal, for simple disposal, as well as a longer accessory hose for extended reach.

DEALER E-PROCESS



A headache-free zone and quietest vehicle in its class?

The premium, ergonomically designed seats support contours of the body and are available heated and ventilated along with generous leg room. The all-new Active Noise Cancellation (ANC) technology provides a peaceful cabin experience, contributing to the quietest vehicle in its class? The refined interior displays leather and cloth seating options with distinct stitching detail, as well as the standard Rotary E-shift dial and open center console with storage. The available 12-way adjustable driver seat with four-way power lumbar support and memory settings, heated steering wheel and keyless entry with push-button start are part of the available comforts that make Pacifica built to appreciate the driver.





The most technologically advanced vehicle in its class.¹

Pacifica transforms passenger productivity, entertainment and safety technology with the future of applied science and automation, bringing home and office capabilities on the road. The available 8.4-inch Uconnect[®] touchscreen has the ability to display turn-by-turn navigation instructions in the 7-inch full-color Driver Information Display (DID). The available all-new rear-seat Uconnect Theater offers the most advanced entertainment systems in its class.⁶ And paramount to helping protect you and your family is over 100 standard and available safety and security features that automatically react in the blink of an eye.



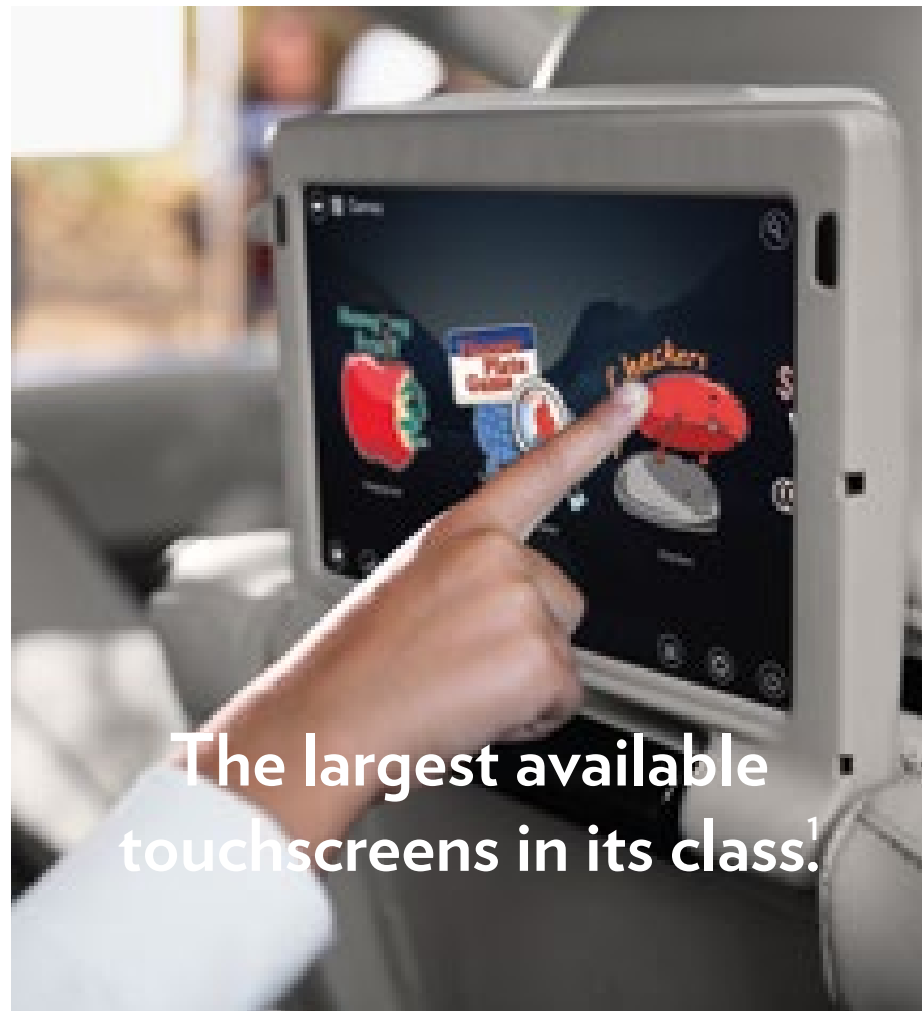
The most advanced entertainment system in its class.⁶

Uconnect[®] Touchscreen.

Remain focused on the road with your hands on the wheel, while you communicate, navigate and stay entertained. Personalize your information and connectivity with available features like Uconnect Access⁷ with WiFi,⁸ Siri[®] Eyes Free⁹ voice commands,¹⁰ Do Not Disturb to route incoming calls and texts, and the Drag and Drop menu bar to display your top Uconnect features and services.

Uconnect Theater.

The available Uconnect Theater allows second-row occupants to bring their lives along for the ride and simply connect with available USB and HDMI device connectivity. This technology integrates apps on two 10-inch HD touchscreens with the ability to stream media, keeping the crew entertained and in place. The dual backseat screens can display separate videos or games simultaneously.



The largest available touchscreens in its class.¹

Available Uconnect tools for demanding schedules.

Uconnect Access available WiFi Hotspot and apps are the remote tools to help you manage your busy lifestyle. From warming up your Pacifica on a cold morning with Remote Start to using Yelp[®] and Voice Texting¹¹ to arrange dinner plans, you'll have command of your demanding schedule.

You'll also enjoy your music apps like Pandora,[®] Slacker Radio,[®] Aha by HARMAN and iHeartRadio[®] using the Uconnect touchscreen.



Visit DriveUconnect.com for more information on all the latest tools and apps that make your life easier.



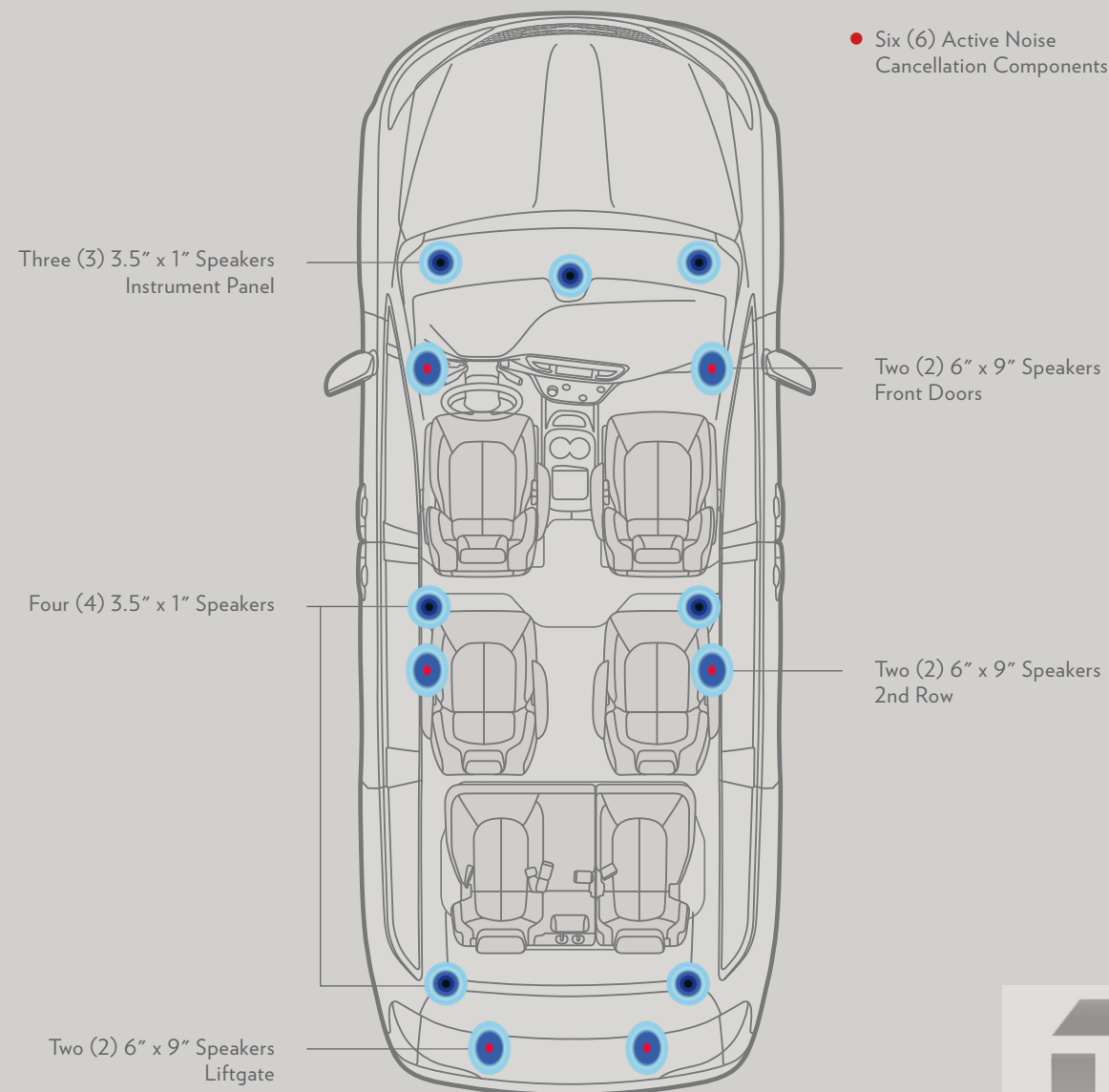
Keep curious minds in the backseat engaged as they follow their travels with the Are We There Yet? app or playing games like checkers, tic-tac-toe, backseat bingo or the license plate game.

Sound your on-board specialists will approve.

With the available Harman Kardon® premium audio system, every seat is perfectly tuned by sound specialists to immerse you in multichannel surround-sound with up to 20 speakers in 13 locations — providing a life-like audio experience with the powerful quality of GreenEdge™ technology.



A cabin designed for optimal acoustics.



SiriusXM® All Access¹² Package in your Pacifica and online.

From coast-to-coast road trips to your daily commute, you'll have over 150 channels to enjoy. Online streaming is also included as part of your one-year trial. So, whether on the go, at home or work, you have the ability to customize your music and listen to your favorite content on demand. SiriusXM Traffic¹² and SiriusXM Travel Link¹² are included on the 8.4-inch Uconnect® radio with a five-year trial.

Go to siriusxm.com/getallaccess for more information.



Take charge from any seat.

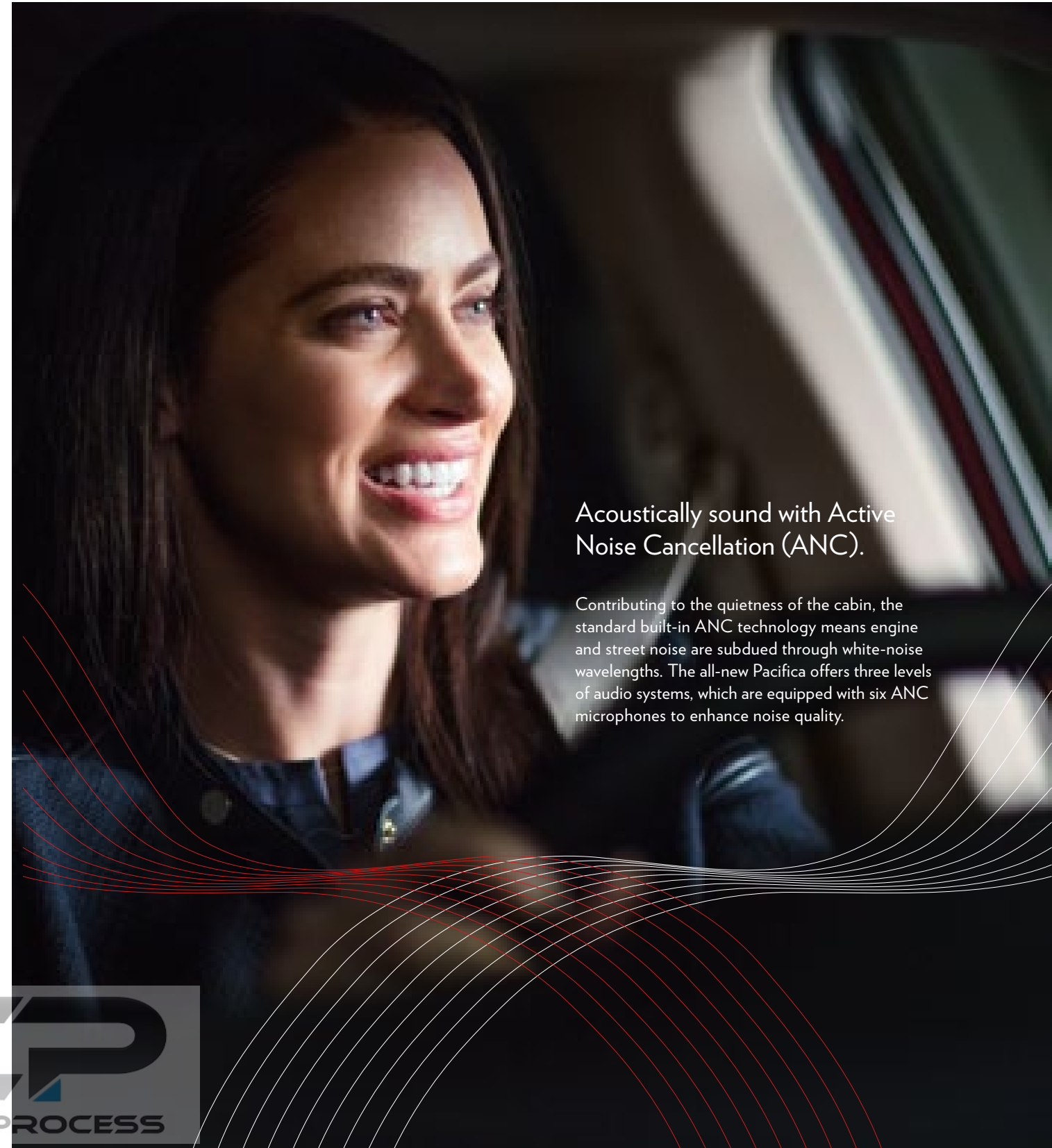
A USB port located in the first-row center stack can be used to play movies on the Uconnect Theater 10-inch HD touchscreens. Available additional ports in the first, second and third row also provide charging convenience.





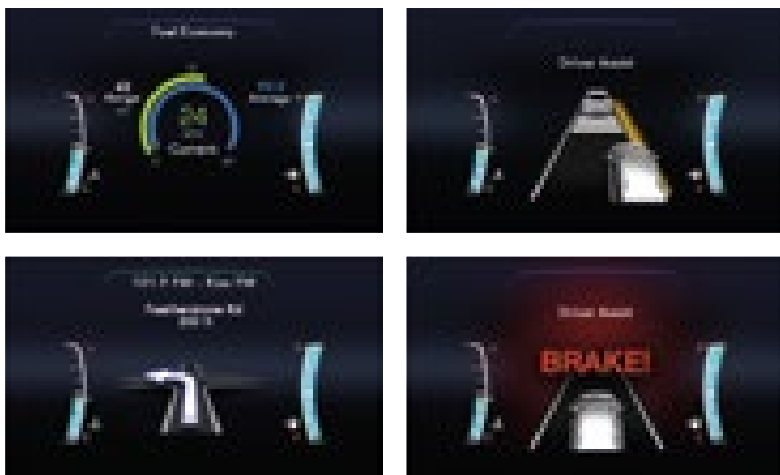
KeySense makes handing over the keys easier.

Put limits on speed, audio volume, SiriusXM® Channel¹² skip and more, as well as activate safety and security settings for additional drivers with the available KeySense feature. All can be assigned easily from the Uconnect® touchscreen to be utilized with a programmable key fob.



Acoustically sound with Active Noise Cancellation (ANC).

Contributing to the quietness of the cabin, the standard built-in ANC technology means engine and street noise are subdued through white-noise wavelengths. The all-new Pacifica offers three levels of audio systems, which are equipped with six ANC microphones to enhance noise quality.



Personalize the vehicle information you see.

An available 7-inch full-color Driver Information Display (DID) delivers configurable and incredibly crisp graphics that are seamlessly integrated with cluster gauges. The display allows for a wide range of driver assist settings, such as digital speedometer, fuel economy, available Adaptive Cruise Control with Stop and Go,¹³ LaneSense® Lane Departure Warning with Lane Keep Assist,¹⁴ and turn-by-turn navigation. A host of trip, audio and vehicle settings and information are also customizable to what you would like to view.





Date night.

The life of the modern family is about quality time — wanting the most for each other while making time for yourself. The gorgeous and sleek all-new Pacifica silhouette makes a good case for parents' night out.





Advanced evolution.

The upper body and frame of the all-new Pacifica's unibody structure are engineered as a single unit, bringing a superior foundation for achieving premium sedan-like agility. This architecture carries exceptionally solid strength, advanced structural applications, optimized proportions, and dynamic qualities like an enhanced grade of high-strength steels. The new door design also increases visibility around the front windows and pillars while sound-absorbing barriers in body cavities and the engine area reduce overall passenger-compartment noise, contributing to less driver distraction.



Your family's safety and security are what matter most.

Over 100 standard and available safety and security features include advanced driver assistance features which help you to park, brake in the event you need it, as well as alert you of vehicles in your blind spot.



The modern minivan driver shows off power moves with confident agility and precision.

Tuned and calibrated on rural roads, thoroughfares, highways, and at validation facilities, Pacifica is equipped to deliver the ride, feel and comfort of a premium vehicle with precision-tuned handling for more aggressive driving characteristics and precise, responsive steering. The Pacifica utilizes approximately 65-percent high-strength steel for maximizing stiffness and strength — for vehicle dynamics and crash performance — while optimizing weight efficiency.



100+ standard and available safety & security features



safety 44



Available 360° Surround-View Camera¹⁵

No guesswork required.

Whether parking, changing lanes, or simply backing out of your driveway, the available full-surround camera views¹⁵ — with visual and audio alerts — provide a new level of technology. Along with keeping an eye on blind spots¹⁶ and the road ahead, Pacifica offers features that automatically slow and stop the vehicle if it's too close to another,¹⁷ or help steer it back into your lane if you've unintentionally drifted.¹⁴



Available Blind Spot Monitoring (BSM)¹⁶

BSM¹⁶ notifies you when another vehicle is present with illuminated icons in the outside rearview mirrors and chimes when selected. The system alerts you of vehicles in the blind areas when passing or changing lanes. Rear Cross-Path Detection¹⁵ notifies of vehicles crossing your path when your Pacifica is in reverse.



Available Surround-View Camera¹⁵ shown on the 8.4-inch Uconnect[®] touchscreen.

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Make pro-tip parking skills part of your daily routine.



With Parallel and Perpendicular Park Assist,¹⁵ your spot is open.

Helping to guide you into place confidently, the available ParkSense® Rear Park Assist with Stop capability¹⁵ and Parallel and Perpendicular Park Assist¹⁵ help you in your daily maneuvers.

Optional LaneSense® Lane Departure Warning (LDW) with Lane Keep Assist¹⁴ will automatically help guide you back into your lane if you've crossed the line without using your turn signal.

Available Adaptive Cruise Control (ACC) with Stop and Go¹⁵ identifies vehicles driving in front of yours and maintains a set distance between you, including Full Stop functionality if necessary.



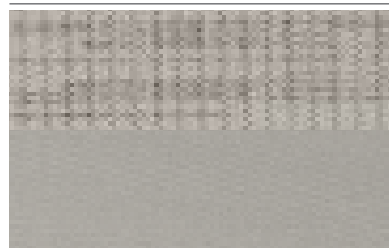
Pacifica helps to keep you at a safe distance.

Preventing potential impact, available Forward Collision Warning (FCW) with Active Braking¹⁷ will slow, as well as stop in some instances, your Pacifica to help prevent an impact.



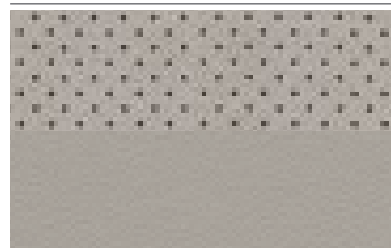
50 features and options

Touring Hybrid

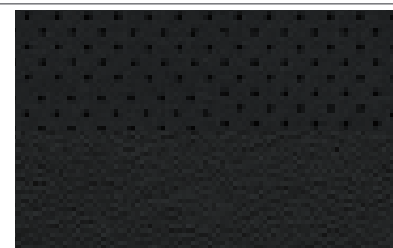


Alloy Cloth with Rain Forest Print

Limited Hybrid

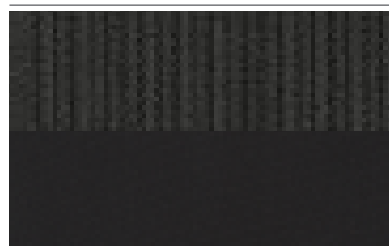


Alloy Nappa Leather with Axis II Perforations

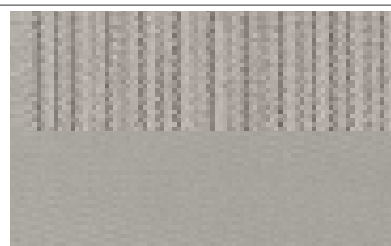


Black Nappa Leather with Axis II Perforations

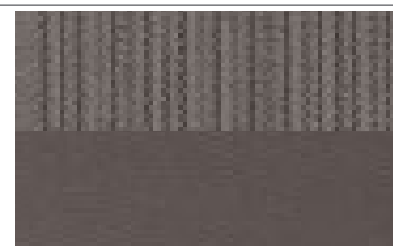
LX and Touring



Black Ravine Cloth

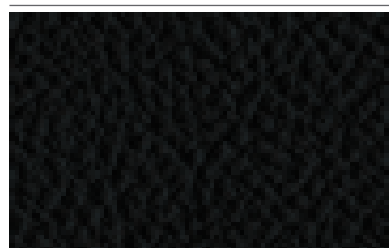


Alloy Ravine Cloth

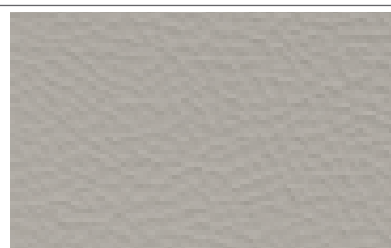


Toffee Ravine Cloth

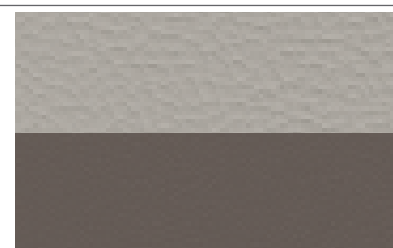
Touring-L



Black McKinley Leather



Alloy McKinley Leather



Alloy/Toffee Two-Tone McKinley Leather

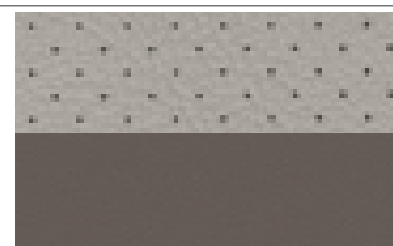
Touring-L Plus



Black McKinley Leather with Axis I Perforations

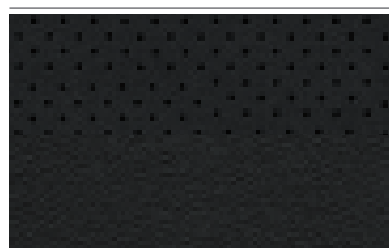


Alloy McKinley Leather with Axis I Perforations

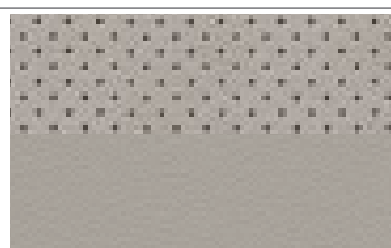


Alloy/Toffee Two-Tone McKinley Leather with Axis I Perforations

Limited



Black Nappa Leather with Axis II Perforations



Alloy Nappa Leather with Axis II Perforations



Deep Mocha Nappa Leather with Axis II Perforations

Interior colors.

The interior on the all-new Pacifica offers sophisticated material and trim combinations with soft surfaces and contemporary colors to convey an ambiance of living room comfort.

Exterior colors.

As many as nine exterior colors are offered (not including a Hybrid-specific hue), as well as an all-new finish. The paint is developed to accentuate the surfacing of Pacifica in terms of how the colors and finishes appear in bright sunlight, overcast or low-light conditions.

Velvet Red

Billet Silver

Bright White

Jazz Blue

Tusk White

Dark Cordovan

Silver Teal

Molten Silver

Brilliant Black

Granite Crystal



	LX	TOURING	TOURING-L	TOURING-L PLUS	LIMITED	TOURING HYBRID	LIMITED HYBRID
Powertrain							
Engine/Transaxle — 3.6L Pentastar® V6 VVT with nine-speed automatic	s	s	s	s	s		
3.6L Pentastar V6 Hybrid						s	s
Mechanical Features							
Alternator — 160-amp	s	s					
— 180-amp			s		s		
— 220-amp (included with Uconnect® Theater and Trailer Tow Group)				s	p		
Battery — 650-amp						s	s
— 730-amp	s	s	s	s	s		
Brakes — Four-wheel antilock with discs	s	s	s	s	s		
— Four-wheel antilock regenerative						s	s
Defroster — Rear	s	s	s	s	s	s	s
Engine Block Heater	o	o	o	o	o		
Fuel Tank — 16.5-gallon						s	s
— 19-gallon	s	s	s	s	s		
Suspension — Heavy-duty						s	s
— Normal-duty	s	s	s	s			
— Touring (included with 18-inch wheels)			p	p	s		
Tip Start	s	s	s	s	s	s	s
Exterior Features							
Door Handles — Body-color	s	s					
— Bright			s	s	s	s	s
Doors — Power sliding	f	s	s	s	s	s	s
Fog Lamps — Premium			s	s		s	s
— LED					s		
Glass — Sunscreen	s	s	s	s	s	s	s
Grille — Black	s	s					
— Black upper			s	s	s		
— Black with bright surround						s	s
Headlamps — Auto High-Beam Control (included with Advanced SafetyTec™ Group)				p	p		p
— Automatic		s	s	s	s	s	s
— Halogen	s	s					
— High Intensity Discharge (HID)					s		
— Quad-halogen			s	s		s	s
Liftgate — Power		o	s	s	s	o	s
Mirrors — Foldaway, power, heated	s	s					
— Body-color, foldaway, power, heated			s	s		s	
— Chrome, foldaway, power, heated with turn indicator							s
— Chrome, power folding, power, heated, auto-dimming driver-side, courtesy lamps, turn indicator, auto-adjust-in-Reverse					s		
Molding — Bodyside, bright			s	s	s		s
Roof Rack — Stow N Place®, Black	f	f	s				
— Stow N Place, bright (included with Ext. Appearance Group)				s	s		p
Sill Appliqué — Body-color	s	s	s	s	s	s	s
Tri-Pane Panoramic Sunroof					s		o
Tires — 235/65R17 BSW All-season	s	s	s	s		s	s
— 235/60R18 BSW All-season			o	o	s		o
— 245/50R20 BSW All-season					o		

	LX	TOURING	TOURING-L	TOURING-L PLUS	LIMITED	TOURING HYBRID	LIMITED HYBRID
Exterior Features (continued)							
Tire Service Kit	s	s	s	s	s	s	s
Inflatable Spare Tire Kit — Includes air compressor and 17-inch inflatable spare tire	f	f	o				
Inflatable Spare Tire Kit — Includes air compressor, puncture sealant and inflatable 17-inch spare tire			f	o	o		
Wheels — 17-inch aluminum 10-spoke design	s	s					
— 17-inch aluminum 10-spoke turbine design		o	s				
— 17-inch aluminum five-spoke bladed design	o			s		s	s
— 18-inch aluminum 10-spoke Satin Silver design			o	o			
— 18-inch 10-spoke polished aluminum design					s		
— 18-inch aluminum (included with Exterior Appearance Group)							p
— 20-inch aluminum Y-spoke design					o		
Windshield Wipers — Front, rain-sensing (included with Advanced SafetyTec™ Group)				p	p		p
— Front/variable/intermittent	s	s	s	s	s	s	s
— Rear wiper/washer	s	s	s	s	s	s	s
Interior Features							
Air Conditioning — Three-zone automatic climate control			s	s	s	s	s
— Three-zone manual climate control	s	s					
Cruise Control	s	s	s	s	s	s	s
Adaptive Cruise Control with Stop and Go ¹⁵ (included with Advanced SafetyTec Group)				p	p		p
Door Locks — Power	s	s	s	s	s	s	s
Grocery Bag Hooks — Third-row seatbacks			s	s	s		s
Lighting — Cargo compartment	s	s	s	s	s	s	s
— Footwell courtesy					s		
— Front	s	s	s	s	s	s	s
— Glove box lamp			s	s	s		
— Liftgate, single floodlamp			s	s	s		
— Overhead ambient surround	s	s	s	s	s	s	s
— Rear reading courtesy	s	s	s	s	s		
— Right and left front-door searchlights					s		
Mirrors — Auto-dimming rearview				s	s		
— Rearview w/microphone	s	s	s			s	s
Power Outlets — 12-volt in instrument panel	s	s	s	s	s	s	s
— 115-volt (included with Uconnect® Theater Package and Uconnect Theater and Sound Group)				s	p		p
Remote Start			s	s	s		s
Shades — Second- and-third-row retractable			s	s	s		
Steering Column — Tilt/telescoping	s	s	s	s	s	s	s
Steering Wheel — Heated (included with Comfort Group)				s	s		p
— Mounted audio controls	s	s	s	s	s	s	s
— Luxury					s		s
Storage — Glove box, locking	s	s	s	s	s	s	s
— Floor tray	s	s	s	s	s	s	s
— Lower instrument-panel cubby	s	s	s		s	s	s
— Super console				s	s		
Stow 'n Vac — Integrated vacuum cleaner					s		

s — standard | o — optional | p — package | f — fleet only

s — standard | o — optional | p — package | f — fleet only



	LX	TOURING	TOURING-L	TOURING-L PLUS	LIMITED	TOURING HYBRID	LIMITED HYBRID
Interior Features (continued)							
Trip Computer — Electronic Vehicle Information Center (EVIC) with display in instrument cluster, controls mounted on steering wheel	s	s	s	s	s	s	s
Universal Garage Door Opener			s	s	s		
Windows — Power front and second row, front one-touch down	s	s	s	s	s	s	s
— Power front and second row, one-touch down				s	s		
Seating							
Cloth Seating	s	s				s	
Leather-trimmed Seating			s				
Perforated Leather-trimmed Seating				s			
Premium Leather-trimmed Seating					s		s
Eight-way Power Driver and Front-passenger Seats with Driver Seat Memory					s		
Eight-way Power Driver Seat with Four-way Power Lumbar Support	s	s	s	s	s	s	s
Eight-way Power Front-passenger Seat (included with Comfort Group)				s	s		p
Ventilated Front Seats (included with Comfort Group)					s		p
Heated Front Seats			s	s	s		s
Heated Second-row Seats				s	s		
Stow 'n Go® Assist — Driver side	s	s	s	s	s		
— Passenger side				s	s		
Second-row Stow 'n Go Seating	s	s	s	s	s		
Third-row Stow 'n Go 60/40 Bench Seat	s	s	s	s	s	s	s
Third-row Power Folding Seat					s		
Seating for Eight	o	o	o	o			
Uconnect® Multimedia							
Uconnect 5.0 — 5-inch touchscreen, AM/FM, Integrated Voice Command ¹⁰ and Bluetooth®, Voice Text Reply ¹¹	s	s	s				
Uconnect 8.4 — 8.4-inch touchscreen, AM/FM, AUX/USB, Integrated Voice Command ¹⁰ with Bluetooth, Voice Text Reply, ¹¹ Uconnect Access ⁷ (6-month subscription), Siri® Eyes Free, ⁹ Do Not Disturb, Vehicle User Guide, Drag and Drop menu bar		o	o	s		s	
Uconnect 8.4 NAV — 8.4-inch touchscreen, AM/FM, AUX/USB, Integrated Voice Command ¹⁰ with Bluetooth, Voice Text Reply, ¹¹ Uconnect Access ⁷ (12-month subscription), Siri Eyes Free, ⁹ Do Not Disturb, Vehicle User Guide, Drag and Drop menu bar, HD radio, navigation, SiriusXM® Traffic ¹² and SiriusXM Travel Link ¹²	f	f	f	o	s	o	s
SiriusXM Satellite Radio ¹²		s	s	s	s	s	s
Speakers — 6	s	s	s			s	s
— 13 Alpine® speakers (included with Uconnect Theater Package and 13-Speaker Alpine Sound Group)			p	s	s		p
— 20 Harman Kardon® speakers (included with 20-Speaker Harman Kardon Sound Group and Uconnect Theater and Sound Group)				p	p		
Safety & Security							
Air bags ¹⁸ — Advanced multistage driver and front passenger, includes low-risk deployment	s	s	s	s	s	s	s
— Driver and front-passenger inflatable knee blocker	s	s	s	s	s	s	s
— Front seat-mounted side	s	s	s	s	s	s	s
— Side-curtain, outboard passengers all rows	s	s	s	s	s	s	s
Blind Spot Monitoring ¹⁶ — Included with SafetyTec™ Group and Advanced SafetyTec Group on Limited Hybrid	p	p	s	s	s	p	p
Child Seat Anchor System (LATCH)	s	s	s	s	s	s	s

s — standard | o — optional | p — package | f — fleet only

	LX	TOURING	TOURING-L	TOURING-L PLUS	LIMITED	TOURING HYBRID	LIMITED HYBRID
Safety & Security (continued)							
Electronic Parking Brake with Safe Hold	s	s	s	s	s	s	s
Electronic Stability Control (ESC) ¹⁹	s	s	s	s	s	s	s
Forward Collision Warning Plus ¹⁷ (included with Advanced SafetyTec™ Group)				p	p		p
KeySense	o	o	o	o	o	o	o
LaneSense® Lane Departure Warning with Lane Keep Assist ¹⁴ (included with Advanced SafetyTec Group)				p	p		p
Parallel and Perpendicular Park Assist ¹⁵ (included with Advanced SafetyTec Group)				p	p		p
ParkSense® Rear Park Assist with Stop ¹⁵ (included with SafetyTec Group)	p	p	s	s	s	p	s
ParkSense Front/Rear Park Assist with Stop ¹⁵ (included with Advanced SafetyTec Group)				p	p		p
ParkView® Rear Back-Up Camera ¹⁵	s	s	s	s	s	s	s
Rear Cross-Path Detection ¹⁵ (included with SafetyTec Group and Advanced SafetyTec Group on Limited Hybrid)	p	p	s	s	s	p	p
Remote Keyless Entry	s	s	s	s	s	s	s
Remote Proximity Entry — All doors (included with power sliding doors)	f	s	s	s	s	s	s
Security Alarm			s	s	s	s	s
Surround-View Camera ¹⁵ (included with Advanced SafetyTec Group)				p	p		p
Tire Pressure Monitoring System	s	s	s	s	s	s	s
Trailer Sway Control (included with Trailer Tow Group)				p	p		
Uconnect® Voice Command ¹⁰	s	s	s	s	s	s	s
Packages/Equipment Groups							
Advanced SafetyTec Group — Includes Advanced Brake Assist, Forward Collision Warning Plus, ¹⁷ rain-sensing windshield wipers, Auto High-Beam Headlamp Control, Adaptive Cruise Control with Stop and Go ¹⁵ , LaneSense Lane Departure Warning with Lane Keep Assist, ¹⁴ Surround-View Camera, ¹⁵ ParkSense Front/Rear Park Assist with Stop, ¹⁵ Parallel and Perpendicular Park Assist ¹⁵				o	o		o
Comfort Group — Includes ventilated front seats, heated steering wheel and power eight-way passenger seat							o
Exterior Appearance Group — Includes bright roof rails and 18-inch wheels							o
Hands-Free Sliding Doors and Liftgate Group — Includes hands-free sliding doors and liftgate				o	s		
SafetyTec Group — Includes ParkSense Rear Park Assist with Stop, ¹⁵ Blind Spot Monitoring ¹⁶ and Rear Cross-Path Detection ¹⁵	o	o	s	s	s	o	
Trailer Tow Group — Includes trailer wiring harness, Trailer Sway Control, heavy-duty radiator and 220-amp alternator on Limited and Class II hitch receiver				o	o		
Uconnect Theater Package — Includes 220-amp alternator, 115v auxiliary power outlet, 13 Alpine® speakers, wireless headphones, video remote control, HDMI input, USB charge port in third row, two 10-inch seatback touchscreens, USB port, Blu-ray®/DVD player				s	o		o
Uconnect Theater and Sound Group — Includes 220-amp alternator, 115v auxiliary power outlet, 20 Harman Kardon® speakers, wireless headphones, video remote control, HDMI input, two 10-inch seatback touchscreens, USB port, 760-watt amplifier, Blu-ray/DVD player					o		
Seating for Eight and 20-inch Wheels Group — Deletes Tri-Pane Panoramic Sunroof					o		
13-Speaker Alpine Sound Group — Includes 13 Alpine speakers, third-row USB charge port, Uconnect 8.4			o				
20-Speaker Harman Kardon Sound Group — Includes 20 speakers and 760-watt amplifier				o			

s — standard | o — optional | p — package | f — fleet only



PACIFICA LX

Select standard equipment for LX

powertrain
3.6L Pentastar® V6 9-speed
Automatic Transmission

Active Noise Cancellation (ANC)
Active Grille Shutters
6 Speakers
Capless Fuel Fill
Adaptive Cruise Control¹³
Deep-tint Glass
Keyless Enter 'n Go™

ParkView® Rear Back-Up Camera¹⁵
Power Locks
Power Front and Second-row Windows
Stow 'n Go® Seating
Stow 'n Go Assist (driver side)
Three-zone Manual Climate Control
Tilt/Telescoping Steering Wheel
Uconnect® 5.0



standard wheel
17-inch Cast
Aluminum
Fully Painted
Tech Silver
(WFN)



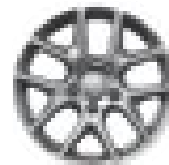
optional wheel
17-inch Cast
Aluminum
Fully Painted
Tech Silver
(WGZ)

PACIFICA TOURING

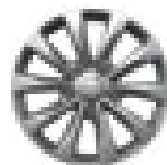
Select standard equipment over LX

powertrain
3.6L Pentastar V6 9-speed
Automatic Transmission

Additional Charge-only First-row USB Port
Automatic Headlamps
Interior Door Handle LED Lamps
Power Sliding Doors
Rear Reading Courtesy Lamps
Remote Proximity Entry on All Doors



standard wheel
17-inch Cast
Aluminum
Fully Painted
Tech Silver
(WFN)



optional wheel
17-inch Cast
Aluminum
Fully Painted
Tech Silver
(WFS)

PACIFICA TOURING-L

Select standard equipment over Touring

powertrain
3.6L Pentastar V6 9-speed
Automatic Transmission

Blind Spot Monitoring¹⁶ and
Rear Cross-Path Detection¹⁵
Body-color Exterior Mirrors
Bright Bodyside Moldings
Bright Door Handles
Fog Lamps

Heated Front Seats
Leather-trimmed Seating
LED Taillamps
Power Liftgate
Three-zone Automatic Climate Control
ParkSense® Rear Park Assist with Stop¹⁵
Remote Start
Stow N Place® Black Side Roof Rails with
Integrated Crossbars



standard wheel
17-inch Cast
Aluminum
Fully Painted
Tech Silver
(WFS)



optional wheel
18-inch Cast
Aluminum
Fully Painted
Satin Silver
(WPR)

PACIFICA TOURING-L PLUS

Select standard equipment over Touring-L

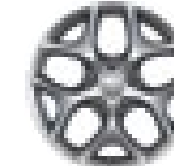
powertrain
3.6L Pentastar® V6 9-speed
Automatic Transmission

Heated Second-row Seats
Heated Steering Wheel
Perforated Leather-trimmed Seats

Stow N Place® Bright Side Roof Rails with
Integrated Crossbars
Uconnect® Theater
Uconnect 8.4-inch Radio
7-inch Driver Information Display (DID)
13 Speakers



standard wheel
17-inch Cast
Aluminum
Fully Painted
Tech Silver
(WGZ)



optional wheel
18-inch Cast
Aluminum
Fully Painted
Satin Silver
(WPR)

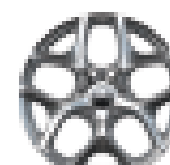
PACIFICA LIMITED

Select standard equipment over Touring-L Plus

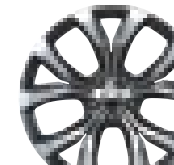
powertrain
3.6L Pentastar V6 9-speed
Automatic Transmission

Chrome Exterior Mirrors
Hands-free Sliding Doors and Liftgate
High Intensity Discharge (HID) Headlamps
Uconnect 8.4 NAV Radio
LED Fog Lamps

Premium Leather-trimmed Seats
Second-row USB Charge Ports
Auto-dimming Exterior Driver-side Mirror
Power Folding Third-row Seat
Stow 'n Vac
Tri-Pane Panoramic Sunroof
Ventilated Front Seats



standard wheel
18-inch Cast
Aluminum
Fully Polished
(WPD)



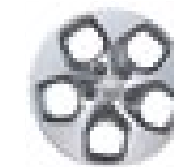
optional wheel
20-inch Cast
Aluminum
Polished face with
Tech Grey pockets
(WPA)

PACIFICA TOURING HYBRID

Select standard equipment for Touring Hybrid

Active Noise Cancellation (ANC)
Automatic Headlamps with Time-off Delay
Body-color, Power, Heated Mirrors
Bright Door Handles
Daytime Running Lamps (DRLs)
Deep-tint Glass
Fog Lamps
Leather-wrapped Steering Wheel
LED Taillamps

ParkView® Rear Back-Up Camera¹⁵
Power Locks
Power Sliding Doors
Power Windows
Three-zone Automatic Climate Control
Uconnect 8.4-inch Radio
6 Speakers
8-way Power Driver Seat



standard wheel
17-inch Cast
Aluminum
Fully Painted
Tech Silver
(WGZ)

PACIFICA LIMITED HYBRID

Select standard equipment over Touring Hybrid

Bright Bodyside Molding
Chrome Mirrors
Hands-free Liftgate and Sliding Doors
Heated Front Seats
Leather-trimmed Seating
ParkSense® Rear Park Assist with Stop¹⁵
Remote Start
Uconnect 8.4 NAV Radio



standard wheel
17-inch Cast
Aluminum
Fully Painted
Tech Silver
(WGZ)



optional wheel
18-inch Cast
Aluminum
Polished/Painted
(WPU)





Authentic Chrysler Accessories

The all-new 2017 Chrysler Pacifica embodies family utility and sleek, sporty style. A wide range of Authentic Mopar® Accessories, crafted specifically for the versatile ingenuity of the modern Pacifica, lets you take your family's active lifestyle even further. From Sport and Cargo Carriers to Premium Protection Parts, Mopar helps the crew and all its gear go the distance. Visit your local Chrysler dealership to see the full line of Authentic Accessories for the all-new Chrysler Pacifica.



Stow 'n Go® Cargo Bins.*
Lightweight bins fit seamlessly within the Stow 'n Go compartments, providing additional storage options when the second-row seats are not in the stowed position. Sold as a set of two.



All-Weather Mats.
These molded, custom-fit mats feature deep grooves to trap and hold water, snow and mud, protecting your vehicle's carpet from the elements. The mats, a must during inclement weather, are sold as a set of five. All-Weather Cargo Mat is also available.



Roof-Mount Ski and Snowboard Carrier.*
This convenient carrier holds up to six pairs of skis, four snowboards or a combination of the two. Carrier opens from either side and features corrosion-resistant lock covers. Carrier mounts to the standard Stow N Place® Roof Rack System or Roof Rack Kit.†



Hitch-Mount Bike Carrier.*
Hitch-mount carrier comes in two-bike and four-bike styles (both fit two-inch receivers). Each style folds down to allow your vehicle's liftgate to open without having to remove bikes. Carrier features carrying clamps and security cable.



Premium Cargo Carpet Mat.
This premium, substantial cargo mat helps protect your vehicle's carpeting. The mat is custom-contoured for a precise fit and is constructed with a superior-gripping backing to help keep it firmly in place. Mat also features a Chrysler metal badge logo and removes easily for cleaning. Set of five Premium Carpet Floor Mats is also available.



Hitch Receiver.*
Receiver increases towing capacity to up to 1,800 lb with weight-distributing equipment. The Hitch Ball, Ball Mount and Wiring Harness are sold separately.



The Chrysler Collection • Imported From Detroit®

Bring the Chrysler brand style and distinction to your lifestyle in and out of your vehicle with authentic professional, active, travel and home accessories and apparel for your favorite Chrysler enthusiast. Shop the complete collection to show you know what earned luxury is all about at collection.chrysler.com



Chrysler Twill Cap
Item# 10FU7
Not your traditional baseball cap with its attention to detail. Available in grey. Specifications: Made of brushed cotton twill. Embroidered Chrysler logo on front and embossed Chrysler logo on back buckle.



Chrysler 14-oz Vacuum Tumbler
Item# 10ERR
The ultimate laser-engraved titanium tumbler: a refreshing combination of advanced technology and elegant practicality. Available in titanium. Specifications: Dual-wall construction. Stainless steel vacuum insulation. Screw-on lid. Push-button locking closure. Laser-engraved Chrysler logo on one side.



IFD Black T-shirt
Item# 102YT
Do you have the know-how that runs generations deep? Prove it with this exceptionally soft, hard-working tee. Available in black. Specifications: Durable rib neckband. Imported From Detroit (IFD) logo on full front chest and back of neck in silver. Made in USA.



Chrysler OGIO® Mercur Backpack
Item# 11DF3
Specifications: Fleece-lined pocket for digital media/ audio or valuables. Side mesh beverage pocket. Comfortable straps with elastic shock absorbers, sunglasses loop and elastic pocket. Fits most 17" laptops. Embroidered Chrysler wing design on front pocket. 13-1/2" W x 19" H x 8-1/2" D. Available in black.



Chrysler Chrome Key Ring
Item# 1173J
This Chrysler-branded chrome key ring lets you easily keep all your keys neatly organized. Specifications: Metal with vinyl strap and chrome trim. Chrome hinged ring with three detachable split rings. Laser-engraved Chrysler name is placed on strap. Available in navy.



Chrysler Vintage Script T-shirt
Item# 10YUG
Vintage style and simplicity will set this tee apart from the pack. Available in heathered navy. Specifications: Preshrunk 65% polyester/35% cotton sheer jersey. Chrysler vintage logo screen-printed on front.

WARRANTIES

Chrysler vehicles are covered by an FCA US LLC 3-Year or 36,000-Mile Basic Limited Warranty (excludes normal maintenance and wear items), as well as a 5-Year or 60,000-Mile Powertrain Limited Warranty that is fully transferable and includes Roadside Assistance services: Flat Tire, Lockout, Towing, Out of Gas/Fuel Delivery and Battery Jump Assistance. Ask your dealer for details and a copy of these limited warranties.

AUTOMOBILITY

The FCA US LLC Automobility Program provides aftermarket reimbursement incentives on adaptive vehicle upfit equipment in order to help provide safe and reliable vehicle modifications to enhance accessibility for all people. For more information, call (800) 255-9877 or visit chryslerautomobility.com

SIRIUSXM® SATELLITE RADIO¹²

SiriusXM Satellite Radio¹² delivers over 150 channels, including commercial-free music, sports, news, talk, entertainment, traffic and weather. Factory-installed SiriusXM Satellite Radio¹² includes a one-year subscription. For more information, go to siriusxm.com

MOPAR OWNER CONNECT

STAY CONNECTED. Your Chrysler vehicle ownership gives you the credentials to access extensive vehicle information, service and maintenance records, recall notifications and special offers through whatever device you prefer – computers, smartphones or tablets! Register your Chrysler brand vehicle at owners.chrysler.com or download the **Chrysler Vehicle Owners app** for free at either the Apple or Google Play stores.



Earn 3 points per \$1 on qualifying purchases made at FCA US LLC dealerships, 2 points per \$1 on qualifying travel purchases and 1 point per \$1 on qualifying purchases everywhere else with the new Chrysler MasterCard®. Points may be redeemed at your local dealership for cash off your new or used vehicle, accessories, parts or service – including your next oil change. Or choose from hundreds of other rewards, including travel, cash back to your account, merchandise or gift cards.²⁰ For more information or to apply, visit ChryslerCard.com

MOPAR® VEHICLE PROTECTION

Mopar Vehicle Protection has a vested interest in your satisfaction and owner experience with your new Chrysler brand vehicle. This is the only extended protection provider backed by the manufacturer, FCA US LLC. We stand behind every Mopar Vehicle Protection plan with certified, factory-trained technicians and the use of authentic Mopar® parts. Your plan is honored at over 2,600 dealerships within the United States, Canada, Puerto Rico and Mexico. Be sure to ask for a Mopar Vehicle Protection plan at your dealership, call (800) 442-2666 or visit moparvehicleprotection.com

JOIN IN

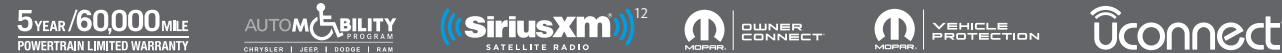


Join fellow enthusiasts and tell your story by posting comments, participating in discussions, and sharing your Chrysler vehicle photos and videos. Join our community on Facebook (facebook.com/Chrysler), follow us on Twitter (twitter.com/Chrysler), Google+ (plus.google.com/+Chrysler), Instagram (instagram.com/Chrysler), Pinterest (pinterest.com/Chrysler) and check us out on YouTube (youtube.com/TheChryslerChannel). Thank you for following.

GO MOBILE



Take an engaging, multimedia tour of your Pacifica on your mobile device. Log on to the Chrysler.com mobile site for a comprehensive, at-a-glance review of what you need to know about your vehicle. Experience interactive demonstrations of the entire lineup, gaining access to product information at your fingertips, wherever you go.



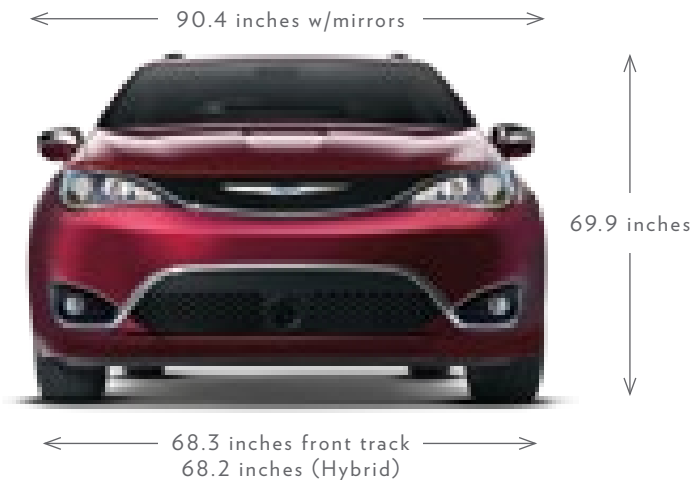
(1) Based on the latest available competitive information and the FCA US LLC Premium Minivan segment. (2) Based on Manufacturer's testing and the FCA US LLC Premium Minivan segment. (3) Based on latest available competitive information and Manufacturer's estimated 18 city / 28 hwy mpg with 3.6L engine and nine-speed transmission. (4) Be sure to follow all instructions in Owner's Manual for removal. (5) Based on the latest available competitive information and the FCA US LLC Premium Minivan segment. Excludes other FCA US LLC vehicles. (6) Based on available features and the latest available competitive information and the FCA US LLC Premium Minivan segment. (7) Uconnect Access is available only on equipped vehicles purchased within the contiguous United States plus Alaska. Services can only be used where cellular coverage is available, see coverage map for details. For a complete list of Uconnect Access services, please visit http://www.driveuconnect.com/features/uconnect_access/packages/. Vehicle must be registered for Uconnect Access and fulfill minimum subscription requirement. (8) WiFi subscription required. Vehicle must be registered with Uconnect Access and fulfill minimum subscription requirements. Vehicle must be properly equipped and in active and usable cellular range for WiFi usage. WiFi Hotspot does not enable direct communication between multiple in-vehicle devices. Factors affecting the performance of WiFi Hotspot include: cellular network, signal strength and quality, time of day, number of channels used by the service provider, type of connection, number of clients using WiFi Hotspot and client device. This feature is not intended for use by the driver while the vehicle is in motion. Always drive safely. (9) Siri Eyes Free requires an iPhone equipped with Siri. Certain features not available while the vehicle is in motion. iPhone must be within active cellular range. Customer's existing iPhone data rates apply to internet supported features. (10) Requires a mobile phone equipped with the Bluetooth® Hands-Free Profile. Visit UconnectPhone.com for system and device compatibility. (11) Voice Text Reply and Voice Texting features require a compatible mobile device enabled with Bluetooth® Message Access Profile (MAP). iPhone and some other smartphones do not currently support Bluetooth® MAP. Visit www.UconnectPhone.com for system and device compatibility. Ensure MAP is ON and incoming message notification is enabled. Vehicle must be registered for Uconnect® Access and you must fulfill minimum subscription requirements. Also requires the use of a compatible smartphone that supports text messaging and Bluetooth®. Check UconnectPhone.com for device compatibility. (12) SiriusXM subscriptions for audio and data services are sold by SiriusXM to follow your trial subscription. If you decide to continue listening after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel, you must call SiriusXM at 1-866-635-2349. See the SiriusXM Customer Agreement for complete terms and more information at www.siriusxm.com. All fees and programming subject to change. Your equipment and features for SiriusXM services will vary depending upon the vehicle you select and may be limited in select markets. (13) This system is a driver convenience system, not a substitute for active driver involvement. The driver must remain aware of traffic conditions and be prepared to use the brakes to avoid collisions. (14) This system is a driver convenience system, not a substitute for active driver involvement. The driver must remain aware of traffic conditions and maintain control of the vehicle. (15) Always look before proceeding. An electronic drive aid is not a substitute for conscientious driving. Always be aware of your surroundings. (16) Always check visually for vehicles prior to changing lanes. (17) This system is not intended to avoid collisions on its own, nor can FCW detect every type of potential crash. The driver must remain aware of traffic conditions and be prepared to brake and steer to avoid potential collisions at all times. (18) The Advanced Front Air Bags in this vehicle are certified to the new U.S. Federal regulations for Advanced Air Bags. Children 12 years old and younger should always ride buckled up in a rear seat. Infants in rear-facing child restraints should never ride in the front seat of a vehicle with a passenger front air bag. All occupants should always wear their lap and shoulder belts properly. (19) No system, no matter how sophisticated, can repeal the laws of physics or overcome careless driving actions. Performance is limited by available traction, which snow, ice and other conditions can affect. When the ESC warning lamp flashes, the driver needs to use less throttle and adapt speed and driving behavior to prevailing road conditions. Always drive carefully, consistent with conditions. Always wear your seat belt. (20) Complete details, including restrictions, limitations and exclusions, will be available when you become a Cardmember. MasterCard is a registered trademark of MasterCard International Incorporated. This card is issued by First Bankcard, a division of First National Bank of Omaha, pursuant to a license by MasterCard International Incorporated.

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74-383-2711





IMPORTED FROM DETROIT®

1-800-Chrysler
Chrysler.com



Chrysler is a registered trademark of FCA US LLC.

Exhibit E

SAN FRANCISCO
LOS ANGELES

LAW OFFICES
COTCHETT, PITRE & MCCARTHY, LLP

SAN FRANCISCO AIRPORT OFFICE CENTER
840 MALCOLM ROAD
BURLINGAME, CALIFORNIA 94010
TELEPHONE (650) 697-6000
FAX (650) 697-0577
www.cpmlegal.com

SEATTLE
NEW YORK

Friday, March 18, 2022

CERTIFIED MAIL RETURN RECEIPT REQUESTED

FCA US, LLC
1000 Chrysler Drive
Auburn Hills, MI 48326-2766

Agent for Service:
The Corporation Company
229 Brookwood Drive, Suite 14
South Lyon, MI 48178

Re: **Notice of Violation of California's Consumers Legal Remedies Act and Demand for Relief Pursuant to Cal. Civ. Code § 1782**

To Whom It May Concern:

Cotchett, Pitre & McCarthy, LLP represents Scott A. Olsen ("Plaintiff") owner of a 2018 model Chrysler Pacifica Plug-in Electric Vehicle ("PHEV"). Mr. Olsen will seek to represent a class of all California owners and lessees of 2017 to 2018 Chrysler Pacifica PHEVs (the "Class Vehicles"). This letter is to serve as notice and demand for corrective action by FCA US, LLC ("FCA"), pursuant to the Consumers Legal Remedies Act, California Civil Code §1782(d).

Plaintiff alleges that FCA engaged in deceptive acts and practices, including by misrepresenting the quality and safety of Class Vehicles. As a result, Class Vehicles are at heightened risk of spontaneous fire.

FCA's conduct violates California consumer protection law, including California's Consumer Legal Remedies Act, California Civil Code §1750, *et seq.*, because FCA

- a. misrepresented the source, sponsorship, approval, or certification of goods or services in violation of the Consumer Legal Remedies Act, Civ. Code §1770(a)(2);
- b. represented that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have in violation of the Consumer Legal Remedies Act, Civ. Code §1770(a)(5);
- c. represented that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another in violation of the Consumer Legal Remedies Act, Civ. Code §1770(a)(7);

Mr. Olsen and the other similarly situated purchasers and lessees of the Class Vehicles ("the Class") have suffered harm as a result of these violations. FCA sent consumers of Class Vehicles notices admitting, "a vehicle fire can result in increased risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage," and that, "the remedy for this condition is not currently available."

March 18, 2022

Page 2

With this letter, Cotchett, Pitre & McCarthy, LLP, on behalf of Plaintiff, and all other similarly situated persons, demand that you correct your business practices and take prompt action.

Please direct all communications or responses regarding this notice to the following counsel:

Anne Marie Murphy
COTCHETT, PITRE & McCARTHY LLP
840 Malcolm Road
Burlingame, CA 94010
Telephone: (650) 697-6000
amurphy@cpmlegal.com

REQUESTED REMEDIES

Plaintiff DEMANDS THAT WITHIN THIRTY DAYS you remedy your violations by doing the following:

- I. Subject to monitoring and confirmation by Plaintiff's counsel, compensate proposed class members for all injuries caused by FCA's misrepresentation of the quality and safety of Class Vehicles resulting in Class Members' harm, including costs associated with the repair needed to ensure Class Vehicle functionality and safety, restitution of all monies paid for the sales price of the Class Vehicles and diminished value of the Class Vehicles.
- II. Immediately cease the above-described violations of the CLRA.
- III. Immediately engage in a corrective campaign to fully disclose material information about the Class Vehicles' risk of fires.
- IV. Pay into a court-approved escrow account an amount of money sufficient to pay Plaintiff's reasonable attorneys' fees and costs.

Please contact us within thirty days to discuss FCA's implementation of these remedies.

Sincerely,



ANNE MARIE MURPHY

cc: Joseph W. Cotchett
Niall P. McCarthy
Jeffrey G. Mudd
Veena Bhatia

7019 1640 0001 5658 6607

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<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage	\$ 0.53
Total Postage and Fees	\$ 7.33



Sent To	FCA US, LLC
Street and Apt. No., or PO Box No.	1000 Chrysler Drive
City, State, ZIP+4®	Auburn Hills, MI 48326

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<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.00
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$



Postage	\$ 0.53
Total Postage and Fees	\$ 7.33

Sent To: The Corporation Company
 Street and Apt. No., or PO Box No. 229 Brookwood Drive, Suite 14
 City, State, ZIP+4® South Lyon, MI 48178

SAN FRANCISCO
LOS ANGELES

LAW OFFICES
COTCHETT, PITRE & MCCARTHY, LLP

SAN FRANCISCO AIRPORT OFFICE CENTER
840 MALCOLM ROAD
BURLINGAME, CALIFORNIA 94010
TELEPHONE (650) 697-6000
FAX (650) 697-0577
www.cpmlegal.com

SEATTLE
NEW YORK

Friday, March 18, 2022

CERTIFIED MAIL RETURN RECEIPT REQUESTED

FCA US, LLC
5000 Birch Street, Suite 10000
Newport Beach, CA 92660

Agent for Service:
C T Corporation System
330 North Brand Boulevard, Suite 700
Glendale, CA 91203

Re: **Notice of Violation of California's Consumers Legal Remedies Act and Demand for Relief Pursuant to Cal. Civ. Code § 1782**

To Whom It May Concern:

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- a. misrepresented the source, sponsorship, approval, or certification of goods or services in violation of the Consumer Legal Remedies Act, Civ. Code §1770(a)(2);
- b. represented that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have in violation of the Consumer Legal Remedies Act, Civ. Code §1770(a)(5);
- c. represented that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another in violation of the Consumer Legal Remedies Act, Civ. Code §1770(a)(7);

Mr. Olsen and the other similarly situated purchasers and lessees of the Class Vehicles ("the Class") have suffered harm as a result of these violations. FCA sent consumers of Class Vehicles notices admitting, "a vehicle fire can result in increased risk of

March 18, 2022

Page 2

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With this letter, Cotchett, Pitre & McCarthy, LLP, on behalf of Plaintiff, and all other similarly situated persons, demand that you correct your business practices and take prompt action.

Please direct all communications or responses regarding this notice to the following counsel:

Anne Marie Murphy
COTCHETT, PITRE & McCARTHY LLP
840 Malcolm Road
Burlingame, CA 94010
Telephone: (650) 697-6000
amurphy@cpmlegal.com

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- II. Immediately cease the above-described violations of the CLRA.
- III. Immediately engage in in a corrective campaign to fully disclose material information about the Class Vehicles’ risk of fires.
- IV. Pay into a court-approved escrow account an amount of money sufficient to pay Plaintiff’s reasonable attorneys’ fees and costs.

Please contact us within thirty days to discuss FCA’s implementation of these remedies.

Sincerely,



ANNE MARIE MURPHY

cc: Joseph W. Cotchett
Niall P. McCarthy
Jeffrey G. Mudd
Veena Bhatia

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<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$



Postage \$ 0.53

Total Postage and Fees \$ 7.33

Sent To **FCA US, LLC**
 Street and Apt. No., or PO Box No.
5000 Birch Street, Suite 10000
 City, State, ZIP+4®
Newport Beach, CA 92660

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U.S. Postal Service™
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Extra Services & Fees (check box, add fees as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.05
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$



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Exhibit F

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11 *Attorneys for Plaintiff* Scott A. Olsen,
 12 on behalf of himself and all others similarly
 13 situated.

14 **UNITED STATES DISTRICT COURT**
 15 **SOUTHERN DISTRICT OF CALIFORNIA**

16 **SCOTT A. OLSEN**, an individual, on
 17 behalf of himself and all others similarly
 18 situated,

19 Plaintiff,

20 v.

21 **FCA US, LLC**,

22 Defendant.

CASE NO.:

**CLRA VENUE DECLARATION OF
 PLAINTIFF SCOTT A. OLSEN PURSUANT TO
 CALIFORNIA CIVIL CODE SECTION 1780(d)**

1 I, SCOTT A. OLSEN, hereby declare:

2 1. I have personal knowledge of the facts stated herein and, if called upon to do so, could
3 competently testify thereto.

4 2. I am a Plaintiff in the above-captioned action.

5 3. I submit this declaration in support of the Complaint, which is based in part on violations
6 of the Consumers Legal Remedies Act, California Civil Code section 1750 *et seq.*

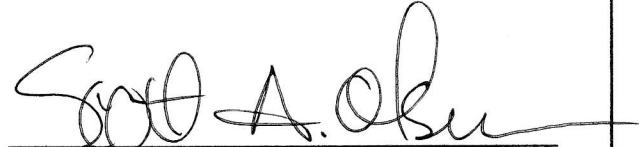
7 4. The Complaint has been filed in the proper place for trial of this action.

8 5. Defendant FCA US, LLC, is headquartered in the state of Michigan.

9 6. I reside in the City of Chula Vista, County of San Diego, California.

10 7. I purchased a 2018 Chrysler Pacifica PHEV in California from Pedder Chrysler Dodge
11 Ram Jeep of Poway, a dealership located in the City of Poway, County of San Diego, California

12 I declare under penalty of perjury pursuant to the laws of the State of California, that the
13 foregoing is true and correct. Executed this 21 day of March 2022 at CHULA VISTA,
14 California.

15 
16 SCOTT A. OLSEN