

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE CHRYSLER-DODGE-
JEEP ECODIESEL®
MARKETING, SALES
PRACTICES, AND PRODUCTS
LIABILITY LITIGATION

This Document
Relates to:

ALL ACTIONS

ANDREW ROGERS, *et al.*, on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

FIAT CHRYSLER AUTOMOBILES N.V.;
FCA US LLC; SERGIO MARCHIONNE,
FORMER CEO OF FCA, FIAT and FIAT
SUBSIDIARIES and CHAIRMAN OF FCA
and FIAT SUBSIDIARIES, DECEASED,
AND HIS SUCCESSOR, MICHAEL
MANLEY; VM MOTORI S.p.A.; VM
NORTH AMERICA, INC.; ROBERT
BOSCH GmbH, and ROBERT BOSCH
LLC,

CONSUMER COMPLAINT

AND

JURY TRIAL DEMAND

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IV. DEMAND FOR JURY TRIAL	995

Plaintiffs herein described bring this action on behalf of themselves and all others similarly situated, against (1) the Defendants collectively referred to as “Fiat Chrysler”: FCA US LLC (“FCA”), Fiat Chrysler Automobiles N.V. (“Fiat”), and Sergio Marchionne (“Marchionne”); (2) the Defendants collectively referred to as “VM Motori”: VM Motori S.p.A. (“VM Italy”) and VM North America, Inc. (“VM America”); and (3) the Defendants collectively referred to as “Bosch”: Robert Bosch GmbH (“Bosch GmbH”), and Robert Bosch, LLC (“Bosch LLC”). Plaintiffs allege the following based upon information and belief, the investigation of counsel, and personal knowledge as to the factual allegations pertaining to themselves.

INTRODUCTION

1. This nationwide action arises out of an international race to the bottom. Fiat Chrysler, a rival of automaker Volkswagen struggling to compete on the world stage, sought to grab a piece of the U.S. “clean” diesel market with 2014-2016 EcoDiesel® trucks marketed under the Jeep Grand Cherokee and Ram 1500 model names (the “Subject Vehicles”). But like Volkswagen, Fiat Chrysler fought dirty. That is, like Volkswagen did with its “clean diesels,” Fiat Chrysler concealed from regulators and consumers alike that the EcoDiesel® trucks were far from “Eco.”

2. As the Environmental Protection Agency (“EPA”) has since discovered, Fiat Chrysler, by and through FCA, concealed emission treatment software features in the Subject Vehicle engine’s diesel controls on applications for EPA Certificates of Conformity (“COCs”) and California Air Resources Board (“CARB”) Executive Orders (“EOs”). This hidden software, designed and implemented by Bosch GmbH and Bosch LLC, allowed the Subject Vehicles to “pass” emission testing and obtain COCs and EOs so that Fiat Chrysler could import and sell the

Subject Vehicles in the U.S. and California, respectively. Once on America's roads, however, the emission controls are de-activated or severely restricted such that the Subject Vehicles spew much higher amounts of polluting nitrogen oxides ("NOx") than permitted by law.

3. On January 12, 2017, the EPA issued a Notice of Violation ("NOV") against Fiat and FCA for failing "to disclose [eight] Auxiliary Emission Control Devices (AECDs)" in the 2014-2016 FCA Ram 1500s and Jeep Grand Cherokees.¹ In the NOV, the EPA explained that, despite having the opportunity to do so, Fiat and FCA failed to refute that the "principal effect of one or more of these AECDs was to bypass, defeat, or render inoperative one or more elements of design installed to comply with emissions standards under the [Clean Air Act]."

4. The same day, CARB publicly announced that it, too, had notified Fiat and FCA of its violations after detecting the AECDs in their 2014, 2015, and 2016 Jeep Grand Cherokee and Ram 1500 EcoDiesel® vehicles. CARB also said Fiat and FCA failed to disclose the devices, which can significantly increase NOx emissions when activated. "Once again," observed CARB Chair Mary D. Nichols, "a major automaker made the business decision to skirt the rules and got caught."²

5. The U.S. has since sued FCA, Fiat, VM Italy, and VM America for violating the Clean Air Act ("CAA") and applicable regulations, seeking injunctive relief and civil penalties.³ As the U.S. has found, "one or more of these undisclosed software features, alone or in combination with one or more of the others, bypass, defeat and/or render inoperative the [Subject]

¹ EPA's January 12, 2017 Notice of Violation to Fiat Chrysler Automobiles, <https://www.epa.gov/sites/production/files/2017-01/documents/fca-cao-nov-2017-01-12.pdf>.

² EPA News Release, *EPA Notifies Fiat Chrysler of Clean Air Act Violations* (Jan. 12, 2017), <https://www.epa.gov/newsreleases/epa-notifies-fiat-chrysler-clean-air-act-violations>.

³ *United States v. Fiat US LLC, et al.*, No. 2:17-cv-11633-JCO-EAS (E.D. Mich. filed May 23, 2017) (Dkt. No. 1). The action has since been transferred to this Court for coordination with this MDL.

Vehicles' emission control system, causing the vehicles to emit substantially higher levels of NOx during certain normal real world driving conditions than during federal emission tests.”⁴

6. American consumers were caught in the middle of Fiat Chrysler's scheme. Consumers have been wary of diesel engines as a relic of the past: noisy and spewing thick, toxic smoke. This was an understandable concern. A byproduct of diesel combustion is NOx, a pollutant linked with serious health dangers and climate change. Seeking to expand the diesel market in the U.S., large automakers in the late 2000's sought to reimagine diesel for regulators and consumers alike. For its part, Fiat Chrysler touted its “EcoDiesel” technology as the best of both worlds: a “green” alternative to gasoline with reduced emissions coupled with diesel's benefits of greater torque, power, and fuel efficiency. Fiat Chrysler extracted a premium for these “EcoDiesel” trucks, selling them for thousands of dollars more than the cost of otherwise-comparable gasoline trucks.

7. Contrary to its public representations, and concealed from consumers and regulators alike, Fiat Chrysler secretly programmed its EcoDiesel® vehicles with hidden software features that significantly reduced the effectiveness of the NOx reduction technology during real-world driving conditions. As a result, the Subject Vehicles emitted harmful pollutants at levels that were illegally high and far in excess of what a reasonable consumer would expect from an “Eco” vehicle. Plaintiffs confirmed that the Subject Vehicles produced NOx emissions at an average of 222 mg/mile in city driving (four times the Federal Test Procedure (“FTP”) standard of 50 mg/mile) and 353 mg/mile in highway driving (five times higher than the U.S. highway standard of 70 mg/mile). In many instances, NOx values were in excess of 1,600 mg/mile—*more than 20 times governmental standards*.

8. Compounding this problem is the interplay between performance and emissions in

⁴ *Id.* at ¶ 2.

diesel engines. Fiat Chrysler could not achieve the fuel economy and performance that it promises for the Subject Vehicles without cheating on emissions—a fact that it concealed from consumers around the country.

9. Fiat Chrysler did not act alone. At the heart of the diesel scandal is Bosch. Bosch GmbH and Bosch LLC, along with CEO Volkmar Denner (“Denner”), were active and knowing participants in the scheme. Bosch designed, created, and tested the electronic diesel control (“EDC”) units that allowed Fiat Chrysler to “pass” emission tests for its COC and EO applications. Bosch went so far as to boast that the “2014 Jeep Grand Cherokee features a Bosch emission system compliant with the most stringent emission regulations in the world. From fuel tank to tailpipe, Bosch is pleased to equip this vehicle with top technologies to give consumers a great driving experience requiring fewer stops at the pump.”⁵ Bosch has since, however, acknowledged its role in the creation of defeat devices in certain Fiat Chrysler diesel vehicles sold in the European Union (“EU”). VM Italy and VM America also knowingly participated in the scheme by designing, manufacturing, and calibrating the “EcoDiesel” engines in the Subject Vehicles.

10. On behalf of themselves, the Nationwide, and the respective State Plaintiffs, Plaintiffs hereby bring this action for violations of the federal Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1961, *et seq.* (“RICO”)); the federal Magnuson-Moss Warranty Act (15 U.S.C. § 2301, *et seq.* (“MMWA”)); common law fraud; and the consumer laws of all 50 states and the District of Columbia.

11. Plaintiffs bring this action individually and on behalf of all other current and former

⁵ *Bosch Announces Clean Diesel Technology On 2014 Jeep Grand Cherokee*, PRNewswire (Jan.24,2013),<http://www.prnewswire.com/news-releases/bosch-announces-clean-diesel-technology-on-2014-jeep-grand-cherokee-188243051.html>;<http://us.bosch-press.com/tbwebdb/bosch-usa/enUS/PressText.cfm?CFID=61223175&CFTOKEN=a16399a1447f6b98-4B6F7D4B-A8E6-F415F31B16E0E13CB96A&nh=00&Search=0&id=532>

owners or lessees of the Subject Vehicles as defined herein. Plaintiffs seek a buyback program for the Subject Vehicles, monetary damages (including treble damages under RICO), pollution mitigation, business reforms, and injunctive and other equitable relief for Defendants' misconduct related to the design, manufacture, marketing, sale, and lease of the Subject Vehicles, as alleged in this Complaint. Plaintiffs are also entitled to a significant award of punitive or exemplary damages, given that Defendants deliberately deceived Plaintiffs, disregarded their rights to make free and informed consumer choices, damaged them economically, and used them as unwitting puppets in a scheme that impaired the public health for the financial betterment of Defendants.

PARTIES

I. DEFENDANTS

A. Fiat Chrysler Defendants

12. Defendant FCA US LLC ("FCA") is a Delaware limited liability company. Defendant Fiat Chrysler Automobiles N.V. ("Fiat" or, together with FCA, "Fiat Chrysler") is FCA's corporate parent. Fiat's predecessor, Fiat S.p.A., began its acquisition of FCA's predecessor, Chrysler Group LLC, in 2009 and completed it in January 2014, at which time Chrysler Group LLC became a wholly-owned indirect subsidiary of Fiat and was renamed FCA US LLC. FCA's principal place of business and headquarters is located at 1000 Chrysler Drive, Auburn Hills, Michigan 48326.

13. FCA is a motor vehicle manufacturer and a licensed distributor of new, previously untitled motor vehicles. FCA (like its predecessor, Chrysler) is one of the "Big Three" American automakers (with Ford and General Motors). FCA engages in commerce by distributing and selling new and unused passenger cars and motor vehicles under the Chrysler, Dodge, Jeep, Ram, and Fiat brands. Other major divisions of FCA include Mopar, its automotive parts and accessories division,

and SRT, its performance automobile division.

14. FCA has designed, manufactured, imported, distributed, offered for sale, sold, and leased two models of vehicle for which the EcoDiesel® option is available—the Ram 1500 and the Jeep Grand Cherokee—with the knowledge and intent to market, sell, and lease them in all 50 states, including California. Moreover, FCA and its agents designed, manufactured, marketed, distributed, warranted, sold and leased the Subject Vehicles in California and throughout the United States. Dealers act as FCA’s agents in selling automobiles under the Fiat Chrysler name and disseminating vehicle information provided by Fiat Chrysler to customers.

15. Fiat, the corporate parent of FCA, is a Dutch corporation headquartered in London, United Kingdom. Fiat owns numerous European automotive brands in addition to FCA’s American brands, including Maserati, Alfa Romeo, Fiat Automobiles, Fiat Professional, Lancia, and Abarth. As of 2015, Fiat Chrysler is the seventh largest automaker in the world by unit production.

16. Subject to a reasonable opportunity for further investigation or discovery, Plaintiffs allege that Fiat employees oversaw or were responsible for approving elements of design and/or strategies related to emission compliance for the Subject Vehicles. Fiat also imported into the United States, sold, offered for sale, introduced into commerce, or delivered the Subject Vehicles, with the intent to market or sell them in all fifty states, including California.

17. Fiat Chrysler developed and disseminated the owners’ manuals, warranty booklets, product brochures, advertisements, and other promotional materials relating to the Subject Vehicles, with the intent that such documents should be purposely distributed throughout all fifty states, including California. Fiat Chrysler is engaged in interstate commerce, selling vehicles through its network in every state of the United States.

18. Defendant **Sergio Marchionne (“Marchionne”)** was the CEO and Chairman of FCA, the CEO of Fiat, and the Chairman and/or CEO of several other Fiat subsidiaries, including FCA Italy S.p.A., the Italian subsidiary of Fiat headquartered in Turin, Italy at the time and, Michael Manley as his successor and current CEO. Since 2004, Mr. Marchionne was the CEO of Fiat S.p.A., the predecessor of Fiat, and thus, oversaw Fiat’s acquisition of both VM Motori and Chrysler Group LLC, the transformation to the current corporate structure, and the creation of FCA. Mr. Marchionne made numerous public statements on behalf of Fiat Chrysler concerning the Subject Vehicles, their EcoDiesel® engines, and their emissions and performance characteristics. In addition to managing and controlling FCA, Mr. Marchionne had a home in the United States, regularly transacted business in the United States, and regularly promoted Fiat Chrysler in the United States. Mr. Marchionne has since passed away and his successor is current CEO Michael Manley.

B. VM Motori Defendants

19. Fiat also owns several auto parts manufacturers, including Defendant **VM Motori S.p.A. (“VM Italy”)**, an Italian corporation headquartered in Cento, Italy, which designs and manufactures diesel engines for automobiles, including the Subject Vehicles. Fiat partially acquired VM Italy in early 2011 by purchasing a 50% stake, and took full ownership by acquiring the remaining 50% from General Motors in October 2013.

20. Defendant VM North America, Inc. (“VM America” or, together with VM Italy, “VM Motori”) is or was a Delaware corporation and wholly-owned subsidiary of Fiat. VM America existed, at all relevant times, to support VM Italy customers and activities in North America. VM America’s principal place of business is located at 1000 Chrysler Drive, Auburn Hills, Michigan 48326. Both VM Italy and VM America conduct business at that address and

report to management at both VM Italy and VM America, including while working on the Subject Vehicles.

21. VM Italy transacts business in the United States. VM Italy employees have been physically present in Auburn Hills, Michigan, while working on engine calibration and air emissions issues related to the Subject Vehicles. Some VM America employees working in Auburn Hills are also employees of VM Italy. VM Italy employees in Italy communicated regularly about the Subject Vehicles with the VM America and VM Italy employees located in Auburn Hills. VM Italy also communicated frequently with FCA about the Subject Vehicles.

22. VM Motori designed, manufactured, calibrated, and delivered the EcoDiesel® engine system for inclusion in the Subject Vehicles, knowing and intending that the Subject Vehicles, along with their engine system, would be marketed, distributed, warranted, sold and leased throughout all 50 states, including California.

C. Bosch Defendants

23. Defendant **Robert Bosch GmbH (“Bosch GmbH”)**—a German multinational engineering and electronics company headquartered in Gerlingen, Germany—is the parent company of Defendant **Robert Bosch LLC (“Bosch LLC” or, with Bosch GmbH, “Bosch”)**, a Delaware limited liability company with its principal place of business located at 38000 Hills Tech Drive, Farmington Hills, Michigan 48331.

24. Both Bosch GmbH and Bosch LLC operate under the umbrella of the Bosch Group, which encompasses some 340 subsidiaries and companies. Volkmar Denner (“Denner”) is the Chairman and CEO of Bosch GmbH and leader of The Bosch Group. Denner has been Chairman and CEO of Bosch since July 2012, after decades of working in Bosch’s Engine ECU Development division, managing the development and sale of automotive engine computers, such as the EDC

units that were installed in the Subject Vehicles.

25. The Bosch Group is divided into four business sectors: Mobility Solutions (formerly Automotive Technology), Industrial Technology, Consumer Goods, and Energy and Building Technology. Bosch's sectors and divisions are grouped not by location, but by function. In other words, Mobility Solutions includes knowledgeable individuals at both Bosch GmbH and Bosch LLC. Regardless of whether an individual works for Bosch in Germany or the United States, the employee holds him or herself out as working for Bosch. This collective identity is captured by Bosch's mission statement: "We are Bosch," a unifying principle that links each entity and person within the Bosch Group.

26. Mobility Solutions is the largest Bosch Group business sector. In 2014, the first full year of Subject Vehicle sales, it generated sales of €33.3 billion, amounting to 68% of total group sales.

27. The Bosch Group is one of the leading automotive suppliers globally. In 2015, Mobility Solutions generated sales of \$9.5 billion in North America alone.

28. Bosch embeds sales and engineering personnel at customer offices and facilities throughout the world, including automakers like Fiat Chrysler, to work directly on the design, sale, calibration, and configuration of the parts it supplies.

29. Bosch operates 70 locations in the United States, with over 31,000 employees. One of these locations is the Bosch LLC Research and Technology Center North America in Palo Alto, California. One of Bosch's research focuses there is application-specific integrated circuit (ASIC) design and MEMS (microelectromechanical-system) technology. These technologies are used in a variety of automotive applications. Bosch LLC also operates Research and Technology Centers in Pittsburgh, Pennsylvania, and Cambridge, Massachusetts.

30. Bosch developed, tested, configured, manufactured, and supplied the EDC Unit 17, which is the EDC system used in the Subject Vehicles, knowing and intending that the Subject Vehicles, along with the device, would be marketed, distributed, warranted, sold and leased throughout all 50 states, including in California. As set forth in detail herein, at all relevant times, Bosch, VM Motori, and Fiat Chrysler worked collaboratively to program the EDC Unit 17 in the Subject Vehicles.

31. From at least 2005 to 2015, Bosch and its employees were knowing and active participants in the creation, development, marketing, and sale of engine and emission control software designed to evade emission requirements in vehicles sold in the United States. These vehicles include the Ram 1500 EcoDiesel® and Jeep Grand Cherokee EcoDiesel®, as well as diesels made by other automakers such as Volkswagen, Audi, and Porsche.

32. Bosch participated not just in the development of these devices, but also in the scheme to prevent U.S. regulators from uncovering their true functionality. Moreover, Bosch's participation was not limited to engineering these devices. In fact, Bosch marketed "clean diesel" technology in the United States. Bosch was therefore a knowing and active participant in the scheme or common course of conduct with Fiat Chrysler and VM Motori and others to defraud regulators and consumers in the United States.

II. PLAINTIFFS

33. For ease of reference, the following chart identifies the representative Plaintiffs and the state(s) in which they reside and purchased their Subject Vehicles:

Plaintiff - First Name	Plaintiff - Last Name	State of Residence	State of Purchase	Model Year	Make/Model
Michael Barton	Batman	IA	IA	2015	Dodge Ram 1500 EcoDiesel
Andrew	Rogers	CO	CO	2014	Jeep Grand Cherokee EcoDiesel

Andrew	Rogers	CO	KY	2014	Jeep Grand Cherokee EcoDiesel
Andrew	Steele	SC	SC	2015	Dodge Ram 1500 EcoDiesel
Andrew Curtis & Mimi Elizabeth	Reid	SC	OR	2016	Jeep Grand Cherokee EcoDiesel
Andy	Tworck	MI	MI	2016	Dodge Ram 1500 EcoDiesel
Anne	Anderson	MN	MN	2015	Dodge Ram 1500 EcoDiesel
Arnold Construction Co., Inc.		NY	NY	2015	Dodge Ram 1500 EcoDiesel
Arturo	Nieves	VA	VA	2014	Dodge Ram 1500 EcoDiesel
Autry	Hall	AL	FL	2015	Dodge Ram 1500 EcoDiesel
Bert	Dodge	NY	NY	2014	Dodge Ram 1500 EcoDiesel
Bill	Bilicki	OH	OH	2015	Jeep Grand Cherokee EcoDiesel
Brad W.	Lines	AZ	NE	2016	Dodge Ram 1500 EcoDiesel
Brenda	Dokmonovich	NE	NE	2014	Dodge Ram 1500 EcoDiesel
Brent	Smith	MN	MI	2015	Dodge Ram 1500 EcoDiesel
Brent	Cole	TX	KS	2016	Dodge Ram 1500 EcoDiesel
Brian & Meredith	Quimby	KS	KS	2014	Dodge Ram 1500 EcoDiesel
Brian & Kim	Way	AR	AR	2015	Dodge Ram 1500 EcoDiesel
Brian	Barker	KS	KS	2016	Dodge Ram 1500 EcoDiesel
Brittney & Chad	Olsen	NE	NE	2015	Jeep Grand Cherokee EcoDiesel
Bruce	Bolen	KS	CO	2016	Dodge Ram 1500 EcoDiesel
Bruce	Carr	IL	IL	2016	Dodge Ram 1500 EcoDiesel
Bruce	Hassevoort	MI	MI	2015	Dodge Ram 1500 EcoDiesel
Bryan	Thompson	MI	MI	2016	Dodge Ram 1500 EcoDiesel
Camelo	Guzman	MI	MI	2015	Dodge Ram 1500 EcoDiesel

Carl	Davis	VA	VA	2016	Dodge Ram 1500 EcoDiesel
Carl	Wilburn	TX	TX	2015	Dodge Ram 1500 EcoDiesel
Casey	Sauerhage	IL	TN	2016	Dodge Ram 1500 EcoDiesel
Chad	Kaltenbach	SD	SD	2014	Dodge Ram 1500 EcoDiesel
Chad & Jennifer	Johnson	MN	MN	2016	Dodge Ram 1500 EcoDiesel
Changping	Wei	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Charles	Foschini	FL	FL	2014	Jeep Grand Cherokee EcoDiesel
Terrance	Piper	PA	PA	2015	Jeep Grand Cherokee EcoDiesel
Chris	Samuelson	ND	IL	2015	Dodge Ram 1500 EcoDiesel
Huegerich Farms		IA	IA	2014	Dodge Ram 1500 EcoDiesel
Huegerich Farms		IA	IA	2016	Dodge Ram 1500 EcoDiesel
Christopher & Michelle	Guggemos	MN	MN	2015	Dodge Ram 1500 EcoDiesel
Christopher	Fehr	SC	SC	2014	Dodge Ram 1500 EcoDiesel
Clay	Cooper	OK	FL	2015	Jeep Grand Cherokee EcoDiesel
Heather	Aragon	NM	NM	2015	Dodge Ram 1500 EcoDiesel
Dan	Healy	WI	WI	2015	Dodge Ram 1500 EcoDiesel
Dan	McMahon	MD	MD	2016	Dodge Ram 1500 EcoDiesel
Daniel	Smith	AZ	AZ	2016	Dodge Ram 1500 EcoDiesel
Danny	Hill	SC	SC	2014	Dodge Ram 1500 EcoDiesel
Danny	Farrell	NY	NY	2016	Dodge Ram 1500 EcoDiesel
Danny W	Harris III	MI	MI	2015	Jeep Grand Cherokee EcoDiesel
Dariusz	Kulon	IL	IL	2016	Dodge Ram 1500 EcoDiesel
Samantha Mountford & Darrin	Illges	VA	VA	2015	Jeep Grand Cherokee EcoDiesel

Samantha Mountford & Darrin	Illges	VA	VA	2015	Dodge Ram 1500 EcoDiesel
David	Mitchell	VA	VA	2016	Dodge Ram 1500 EcoDiesel
David	Scales	NJ	NJ	2015	Dodge Ram 1500 EcoDiesel
David	Duncan	NC	NC	2015	Dodge Ram 1500 EcoDiesel
David	Sexton	MO	MO	2014	Dodge Ram 1500 EcoDiesel
David A	Green	KY	KY	2015	Dodge Ram 1500 EcoDiesel
David S	Wergen	OR	ID	2016	Dodge Ram 1500 EcoDiesel
Deborah & Calvin	Stafford	TN	TN	2015	Jeep Grand Cherokee EcoDiesel
Deborah & Calvin	Stafford	TN	TN	2016	Dodge Ram 1500 EcoDiesel
Debra	Severson	MT	OK	2015	Dodge Ram 1500 EcoDiesel
Dennis	Tubridy	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Derik	Fairchild	FL	AL	2015	Dodge Ram 1500 EcoDiesel
Derrick	Sullivan	MT	OR	2015	Dodge Ram 1500 EcoDiesel
Dominick	Bianchi	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Don & Jackie	Walker	OK	OK	2015	Jeep Grand Cherokee EcoDiesel
Donald	Moore	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Donald & Brenda	Keith	IL	IL	2014	Jeep Grand Cherokee EcoDiesel
Donald & Brenda	Keith	IL	IL	2016	Dodge Ram 1500 EcoDiesel
Donavin	Auld	NC	NC	2016	Dodge Ram 1500 EcoDiesel
Doug	Merrell	AZ	AZ	2015	Dodge Ram 1500 EcoDiesel
Douglas	Thooft	MN	MN	2015	Dodge Ram 1500 EcoDiesel
Douglas	Bay	CO	KS	2014	Dodge Ram 1500 EcoDiesel
Dozier Holton	Browning	FL	FL	2015	Dodge Ram 1500 EcoDiesel

Dustin	Grate	NV	NV	2015	Jeep Grand Cherokee EcoDiesel
Dylan	Dzuck	WA	WA	2016	Dodge Ram 1500 EcoDiesel
Edward	Dampf	IL	IL	2015	Dodge Ram 1500 EcoDiesel
Edward	Carrier	NH	NH	2015	Dodge Ram 1500 EcoDiesel
Eric	Becker	KS	KS	2015	Dodge Ram 1500 EcoDiesel
Eric	Busch	MO	MO	2014	Dodge Ram 1500 EcoDiesel
Erica L	Jeansonne	LA	LA	2014	Jeep Grand Cherokee EcoDiesel
Erick	Lore	NY	NY	2016	Dodge Ram 1500 EcoDiesel
Felix	Gonzales	TX	NC	2015	Dodge Ram 1500 EcoDiesel
Frank	Deguzman	TX	AZ	2014	Dodge Ram 1500 EcoDiesel
Frank & Lisa	Meyers	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Gary	Wainwright	AR	AR	2015	Dodge Ram 1500 EcoDiesel
Gary	Huffman	KY	KY	2014	Dodge Ram 1500 EcoDiesel
Gary & Lauri	Rowland	WA	WA	2014	Dodge Ram 1500 EcoDiesel
Gary	Riddle	UT	UT	2015	Dodge Ram 1500 EcoDiesel
Gerry	Tassell	IL	IL	2014	Dodge Ram 1500 EcoDiesel
Greg	Long	KS	NE	2014	Dodge Ram 1500 EcoDiesel
Gregory	Erwin	OH	KY	2014	Dodge Ram 1500 EcoDiesel
Henry	Lawson	NY	NJ	2014	Dodge Ram 1500 EcoDiesel
Jack	London	MA	MA	2014	Jeep Grand Cherokee EcoDiesel
Lee Todd & Jackie	Terry	NC	NC	2015	Dodge Ram 1500 EcoDiesel
James	Steer Jr.	IA	IA	2014	Dodge Ram 1500 EcoDiesel
James	Lines	IA	IA	2015	Dodge Ram 1500 EcoDiesel

James	Bell	WI	LA	2016	Dodge Ram 1500 EcoDiesel
James	Fox	SC	NC	2014	Jeep Grand Cherokee EcoDiesel
James & Linda	Watkins	ID	KS	2015	Dodge Ram 1500 EcoDiesel
James	Newell	MO	MO	2015	Dodge Ram 1500 EcoDiesel
James	Chapman	MT	MT	2015	Jeep Grand Cherokee EcoDiesel
James F.	Emerson Jr	VA	VA	2016	Dodge Ram 1500 EcoDiesel
Jared	Korn	WI	WI	2015	Dodge Ram 1500 EcoDiesel
Jason	Downs	SC	SC	2015	Dodge Ram 1500 EcoDiesel
Jason	Fitzgerald	LA	LA	2016	Dodge Ram 1500 EcoDiesel
Jay	Printup	NY	NY	2014	Dodge Ram 1500 EcoDiesel
Jeff	Schoonover	CO	CO	2015	Dodge Ram 1500 EcoDiesel
Jeffery	Weier	WI	WI	2014	Dodge Ram 1500 EcoDiesel
Jeffrey	Bax	MO	MO	2016	Dodge Ram 1500 EcoDiesel
Jeffrey & Brandon	Woodall	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Jeffrey	Michener	PA	PA	2014	Dodge Ram 1500 EcoDiesel
Jeremy	Hornack	FL	FL	2014	Dodge Ram 1500 EcoDiesel
Jim	Zinda	MT	MT	2016	Dodge Ram 1500 EcoDiesel
Jimmy & Rene	Flippen	OK	OK	2016	Dodge Ram 1500 EcoDiesel
Joe	Laverdiere	IL	IL	2014	Dodge Ram 1500 EcoDiesel
John	Donohoe	NE	NE	2016	Dodge Ram 1500 EcoDiesel
John	Lazore	NY	NY	2016	Dodge Ram 1500 EcoDiesel
John	Lance	OK	OK	2015	Dodge Ram 1500 EcoDiesel
John	McGarry	NY	PA	2016	Dodge Ram 1500 EcoDiesel

John	Neumayer	FL	CT	2014	Jeep Grand Cherokee EcoDiesel
Jonathan	Proctor	PA	PA	2014	Dodge Ram 1500 EcoDiesel
Jordan	Turske	OH	OH	2016	Dodge Ram 1500 EcoDiesel
Jose	Mejia	NC	NC	2015	Dodge Ram 1500 EcoDiesel
Joseph	McCrumb	MI	MI	2016	Dodge Ram 1500 EcoDiesel
Joseph HYTE	Johnson	AZ	AZ	2015	Dodge Ram 1500 EcoDiesel
Joshua	Turner	MI	MI	2015	Dodge Ram 1500 EcoDiesel
Joyce	Ciccone	NJ	NJ	2015	Dodge Ram 1500 EcoDiesel
Justin	Davis	AR	AR	2015	Dodge Ram 1500 EcoDiesel
Justin	Mays	KY	KY	2014	Dodge Ram 1500 EcoDiesel
Ken	Trousdale	CO	CO	2016	Dodge Ram 1500 EcoDiesel
Ken	Sharpe	PA	PA	2016	Dodge Ram 1500 EcoDiesel
Kenneth	Nunez	LA	LA	2016	Dodge Ram 1500 EcoDiesel
Kevin	Morrison	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Kevin	Massey	AR	AR	2015	Dodge Ram 1500 EcoDiesel
Kim	Hall	NC	VA	2015	Dodge Ram 1500 EcoDiesel
Kimberly	Miller	OH	OH	2015	Jeep Grand Cherokee EcoDiesel
Kimela	Bryant	SC	SC	2016	Dodge Ram 1500 EcoDiesel
Kris	Shephard	OR	ID	2015	Dodge Ram 1500 EcoDiesel
Lance	Popwell	LA	LA	2016	Dodge Ram 1500 EcoDiesel
Larry	Sosamon	IL	IL	2014	Dodge Ram 1500 EcoDiesel
Larry	Maxa	ID	ID	2016	Dodge Ram 1500 EcoDiesel
Lennard	Loupe	LA	LA	2014	Dodge Ram 1500 EcoDiesel

Leslie James	Preston	CO	CO	2016	Dodge Ram 1500 EcoDiesel
Loren	Heideman	OR	OR	2015	Dodge Ram 1500 EcoDiesel
Louie	Romero	NM	NM	2015	Jeep Grand Cherokee EcoDiesel
Lucas	Lopez	TX	TX	2015	Jeep Grand Cherokee EcoDiesel
Luke	David	LA	LA	2015	Dodge Ram 1500 EcoDiesel
Marie & Verl	Robbins	UT	UT	2015	Jeep Grand Cherokee EcoDiesel
Mark	Seghetti d/b/a R & B Outdoors, Inc	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Mark	Deemy	AZ	AZ	2014	Jeep Grand Cherokee EcoDiesel
Michael	Thomas	IL	IL	2015	Dodge Ram 1500 EcoDiesel
Michael	Balzhiser	NY	NY	2016	Dodge Ram 1500 EcoDiesel
Michael	DiVona	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Michael	Janssen	MO	MO	2016	Dodge Ram 1500 EcoDiesel
Michael	Stuart	MO	MO	2014	Dodge Ram 1500 EcoDiesel
Michele	Carrano	AZ	NJ	2015	Dodge Ram 1500 EcoDiesel
Mike	Stevens	SD	SD	2015	Dodge Ram 1500 EcoDiesel
Mike	Kolsch	NV	NV	2014	Dodge Ram 1500 EcoDiesel
Mike	Mccloskey	WA	WA	2015	Dodge Ram 1500 EcoDiesel
Mike	Blizinski	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Mike	Doherty	NH	VT	2014	Dodge Ram 1500 EcoDiesel
Miklos	Toth	NV	ID	2015	Dodge Ram 1500 EcoDiesel
Monte Paul & Devera Jean	Oberlee	FL	MI	2014	Jeep Grand Cherokee EcoDiesel
Morgan	Green	PA	PA	2015	Dodge Ram 1500 EcoDiesel
Neil	Durrant	ID	ID	2016	Dodge Ram 1500 EcoDiesel

Paul	Kearney	WA	WA	2016	Dodge Ram 1500 EcoDiesel
Peter	Ammirati	NY	NJ	2016	Dodge Ram 1500 EcoDiesel
Peter	Vigue	MT	ID	2016	Dodge Ram 1500 EcoDiesel
Randal & Virginia	Smith	NV	NV	2015	Dodge Ram 1500 EcoDiesel
Randall	Holdaway	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Randall	Peterson	IL	IL	2015	Dodge Ram 1500 EcoDiesel
Randall	Long	NV	NV	2014	Jeep Grand Cherokee EcoDiesel
Randy	Sturzenbecher	SD	SD	2014	Dodge Ram 1500 EcoDiesel
Randy and Angie	Reed	OK	OK	2015	Dodge Ram 1500 EcoDiesel
Ray	Falk	NY	NY	2014	Jeep Grand Cherokee EcoDiesel
Raymond L	White	KS	NH	2015	Dodge Ram 1500 EcoDiesel
Alan	Stcy	VA	VA	2016	Dodge Ram 1500 EcoDiesel
Rex	Hale	OK	OK	2015	Dodge Ram 1500 EcoDiesel
Richard	Bradley	TN	TN	2016	Dodge Ram 1500 EcoDiesel
Richard	Carr	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Richard	Smith	KY	KY	2015	Dodge Ram 1500 EcoDiesel
Richard	Gange	WA	OR	2016	Dodge Ram 1500 EcoDiesel
Robert	Theser	OK	AR	2016	Dodge Ram 1500 EcoDiesel
Robert	Redman	OH	OH	2014	Dodge Ram 1500 EcoDiesel
Robert	Kroener	AZ	AZ	2015	Dodge Ram 1500 EcoDiesel
Robert	Graaf	MO	MO	2015	Dodge Ram 1500 EcoDiesel
Robert	Morris	KS	WI	2015	Dodge Ram 1500 EcoDiesel
Roberto	Berenguer-Serrano	FL	FL	2016	Dodge Ram 1500 EcoDiesel

William	Johnson	SC	SC	2014	Dodge Ram 1500 EcoDiesel
Ron Hayden & Ashley	Suran	OH	OH	2016	Dodge Ram 1500 EcoDiesel
Ryan	Holker	MN	MN	2015	Dodge Ram 1500 EcoDiesel
Ryan	Scott	OH	OH	2015	Dodge Ram 1500 EcoDiesel
Sara	Batchelor	MO	MO	2016	Jeep Grand Cherokee EcoDiesel
Scott	Franzel	MI	MI	2014	Dodge Ram 1500 EcoDiesel
Scott	Milne	WA	ID	2015	Dodge Ram 1500 EcoDiesel
Scott	Fick	PA	PA	2015	Dodge Ram 1500 EcoDiesel
Sean	Conran	CT	CT	2015	Dodge Ram 1500 EcoDiesel
Sean	Conran	CT	CT	2015	Dodge Ram 1500 EcoDiesel
Sherri	Collins	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Slade D	Howell	AK	AK	2015	Dodge Ram 1500 EcoDiesel
Stephen	Swanson	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Steve	Conklin	CO	CO	2014	Jeep Grand Cherokee EcoDiesel
Steven	Fitzgerald	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Steven	Seaberg	VA	VA	2014	Dodge Ram 1500 EcoDiesel
Steven	Chauvin	FL	LA	2014	Dodge Ram 1500 EcoDiesel
Teaguer	Terrell	UT	UT	2014	Jeep Grand Cherokee EcoDiesel
Terri	Turnbull	IA	IA	2014	Jeep Grand Cherokee EcoDiesel
Thomas	Spalding	AZ	AZ	2015	Dodge Ram 1500 EcoDiesel
Thomas	Kosinski	TN	TN	2016	Dodge Ram 1500 EcoDiesel
Thomas J. & Gilbert	Madonna	PA	PA	2014	Dodge Ram 1500 EcoDiesel
Tim	Byrd	LA	LA	2016	Dodge Ram 1500 EcoDiesel

Tim	Ciampoli	MO	MO	2014	Dodge Ram 1500 EcoDiesel
Timothy P	Woodson	OK	OK	2016	Dodge Ram 1500 EcoDiesel
Todd	Barrios	LA	LA	2015	Dodge Ram 1500 EcoDiesel
Todd	Barrios	LA	LA	2014	Dodge Ram 1500 EcoDiesel
Tom & Sherri	Catlin	IL	IL	2015	Jeep Grand Cherokee EcoDiesel
Tommy H	Brown	ID	ID	2016	Dodge Ram 1500 EcoDiesel
Wade J	Lackey	OK	OK	2015	Dodge Ram 1500 EcoDiesel
William	Padrick Jr.	FL	FL	2016	Dodge Ram 1500 EcoDiesel
William	Wheeler	NC	FL	2016	Dodge Ram 1500 EcoDiesel
Alan	Wright	TN	TN	2014	Dodge Ram 1500 EcoDiesel
Amy	Mccarthy	PA	MD	2015	Jeep Grand Cherokee EcoDiesel
Brandon Alexander	LeBrun	LA	LA	2015	Dodge Ram 1500 EcoDiesel
David	Meunier	VT	VT	2015	Dodge Ram 1500 EcoDiesel
Gary Luster & Phyllis Marie	Anderson	FL	MI	2014	Dodge Ram 1500 EcoDiesel
James	Mikles	AR	OH	2014	Jeep Grand Cherokee EcoDiesel
Jason	Trotter	OK	OK	2014	Jeep Grand Cherokee EcoDiesel
John	Stork	OK	IA	2015	Dodge Ram 1500 EcoDiesel
Matthew	Luckett	FL	FL	2014	Dodge Ram 1500 EcoDiesel
Russell and Joella	Tabaka	IL	IL	2016	Dodge Ram 1500 EcoDiesel
Stephen Joseph	Podolak	MD	PA	2016	Jeep Grand Cherokee EcoDiesel
Tony	Hutchison	OK	OK	2015	Dodge Ram 1500 EcoDiesel
William	Akins	CO	CO	2014	Jeep Grand Cherokee EcoDiesel
Andrew	Thomas	NC	NC	2014	Jeep Grand Cherokee EcoDiesel

Angelo	Huerta	OK	OK	2016	Dodge Ram 1500 EcoDiesel
Bill	Plagianakos	PA	SC	2015	Dodge Ram 1500 EcoDiesel
Brent	Burton	MT	ND	2014	Dodge Ram 1500 EcoDiesel
Brent	Burton	MT	ND	2014	Dodge Ram 1500 EcoDiesel
Brian	Ashworth	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Brian	Delaney	NV	NV	2015	Dodge Ram 1500 EcoDiesel
Brian	Kicak	GA	GA	2014	Dodge Ram 1500 EcoDiesel
Brian	Lewandowski	WI	WI	2015	Dodge Ram 1500 EcoDiesel
Brooks H.	Moore	MO	MO	2014	Jeep Grand Cherokee EcoDiesel
Carl	Barber	OH	OH	2015	Dodge Ram 1500 EcoDiesel
Chad	Carter	IA	IA	2015	Dodge Ram 1500 EcoDiesel
Chad	Koep	MN	SD	2014	Dodge Ram 1500 EcoDiesel
Chad	Koep	MN	SD	2015	Dodge Ram 1500 EcoDiesel
Charles	Lauziere	NJ	NJ	2014	Dodge Ram 1500 EcoDiesel
Charles	Piazza	IL	IL	2014	Dodge Ram 1500 EcoDiesel
Chuck	McClagherty	OR	WA	2015	Dodge Ram 1500 EcoDiesel
Daniel & Traci	Ramsey	KY	OH	2014	Dodge Ram 1500 EcoDiesel
Daniel & Laura	Zamora	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Dean	Allmon	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Derrick	Jack	MO	MO	2015	Dodge Ram 1500 EcoDiesel
Don	Lange	NY	NY	2015	Jeep Grand Cherokee EcoDiesel
Eric	Vera	NE	NE	2016	Dodge Ram 1500 EcoDiesel
Gilder	Whitlock	FL	FL	2015	Dodge Ram 1500 EcoDiesel

Gordon	Shrader	NE	AZ	2016	Dodge Ram 1500 EcoDiesel
Greg	Griebel	WI	WI	2015	Dodge Ram 1500 EcoDiesel
Greg	Shea	KY	KY	2016	Dodge Ram 1500 EcoDiesel
Gregory	Fenstermaker	NY	PA	2015	Dodge Ram 1500 EcoDiesel
Harold Joseph	Piele	NV	NV	2016	Dodge Ram 1500 EcoDiesel
Janie	Pooler	LA	LA	2016	Dodge Ram 1500 EcoDiesel
Jeff	Kays	OK	OK	2015	Dodge Ram 1500 EcoDiesel
Jim	Heiser	IL	IL	2015	Dodge Ram 1500 EcoDiesel
Jody & Cinidy	Danielson	WV	WV	2014	Jeep Grand Cherokee EcoDiesel
Joe	Elco	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Jon	Elsasser	SD	SD	2015	Dodge Ram 1500 EcoDiesel
Joseph HYTE	Johnson	AZ	AZ	2015	Dodge Ram 1500 EcoDiesel
Josh	Francis	IL	MO	2015	Dodge Ram 1500 EcoDiesel
K.C	Moore	KS	KS	2014	Jeep Grand Cherokee EcoDiesel
Kenyon	Shephard	CO	CO	2016	Dodge Ram 1500 EcoDiesel
Kurtis	Melin	SC	NC	2016	Dodge Ram 1500 EcoDiesel
Larry	Brown	MO	MO	2014	Dodge Ram 1500 EcoDiesel
Lauren	Steff	NY	NY	2016	Dodge Ram 1500 EcoDiesel
Laurence	Carroll	MT	MT	2016	Jeep Grand Cherokee EcoDiesel
Levent	Altunova	MT	MT	2015	Dodge Ram 1500 EcoDiesel
Levi	Kimsey	AR	AR	2016	Dodge Ram 1500 EcoDiesel
Lloyd	Howard	OK	OK	2015	Dodge Ram 1500 EcoDiesel
Marc	Hopton	OH	OH	2016	Dodge Ram 1500 EcoDiesel

Matt	Buck	IL	IL	2015	Dodge Ram 1500 EcoDiesel
Michael	Boales	AZ	AZ	2015	Dodge Ram 1500 EcoDiesel
Michael	Morrison	OH	OH	2015	Dodge Ram 1500 EcoDiesel
Michael	Sherfey	VA	VA	2014	Jeep Grand Cherokee EcoDiesel
Nicky	Herrington	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Norbert	Kucharek	NY	NY	2015	Jeep Grand Cherokee EcoDiesel
Patti & Robert	Fobia	PA	PA	2016	Dodge Ram 1500 EcoDiesel
Paul	Kearney	WA	WA	2016	Dodge Ram 1500 EcoDiesel
Peter	Cacoperdo	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Peter	Cacoperdo	FL	NY	2015	Dodge Ram 1500 EcoDiesel
Ray	Falk	NY	NY	2014	Dodge Ram 1500 EcoDiesel
Robert	Allen	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Robert	Anderson	WI	SD	2014	Jeep Grand Cherokee EcoDiesel
Robert	Peck	NV	NV	2016	Jeep Grand Cherokee EcoDiesel
Robert	Yakimchick	MI	MI	2014	Dodge Ram 1500 EcoDiesel
Robert J	Phillips	NV	UT	2015	Dodge Ram 1500 EcoDiesel
Ronald	Macdonald	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Samuel	Gross	AZ	AZ	2016	Dodge Ram 1500 EcoDiesel
Timothy	Rosenberg	NY	NY	2014	Dodge Ram 1500 EcoDiesel
Todd	Bierk	MO	MO	2016	Dodge Ram 1500 EcoDiesel
Tony S.	Conley	KY	KY	2014	Dodge Ram 1500 EcoDiesel
Stephen	Cimilluca	NY	NY	2016	Dodge Ram 1500 EcoDiesel
Donald	Wacek	OR	OR	2015	Jeep Grand Cherokee EcoDiesel

Marvin	Rambel	AZ	AZ	2016	Dodge Ram 1500 EcoDiesel
Ernest	Hodgdon	FL	FL	2014	Dodge Ram 1500 EcoDiesel
Jeffrey	Greenwood	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Jared	Nagel	WI	WI	2014	Dodge Ram 1500 EcoDiesel
Brandon	Crookes	FL	FL	2014	Dodge Ram 1500 EcoDiesel
Robert	Bell	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Kilo & Natalie	Varble	ID	ID	2016	Dodge Ram 1500 EcoDiesel
Steve	Young d/b/a Wrecker One	OH	OH	2015	Dodge Ram 1500 EcoDiesel
Jeff & Terri	Robinson	MO	TN	2015	Dodge Ram 1500 EcoDiesel
Patrick Hair & Angelica	Eller	SC	SC	2015	Jeep Grand Cherokee EcoDiesel
Harry	Potter	NC	NC	2015	Dodge Ram 1500 EcoDiesel
Nathan	Baisley	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Ronald	MacDonald	FL	FL	2014	Dodge Ram 1500 EcoDiesel
Nick	Butters	UT	UT	2016	Dodge Ram 1500 EcoDiesel
Geirge S	Leblanc	LA	LA	2014	Jeep Grand Cherokee EcoDiesel
Roy	McKenney	DE	DE	2014	Dodge Ram 1500 EcoDiesel
Timothy	Shanks	IA	IA	2016	Dodge Ram 1500 EcoDiesel
Judy & Ronald	Simmons	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Rick	Bunch	NV	NV	2014	Dodge Ram 1500 EcoDiesel
Richard	Rausch	IA	IA	2015	Dodge Ram 1500 EcoDiesel
Alfred	Herrera	CO	CO	2015	Dodge Ram 1500 EcoDiesel
Nathan Dakota	Hale	TN	TN	2015	Dodge Ram 1500 EcoDiesel
Troy	Zapara	AZ	HI	2014	Dodge Ram 1500 EcoDiesel

Anthony	Stockdale	PA	PA	2014	Dodge Ram 1500 EcoDiesel
Cody	Langlois	CT	CT	2014	Dodge Ram 1500 EcoDiesel
Donald & Linda	Lamson	WA	WA	2016	Dodge Ram 1500 EcoDiesel
Noel	Vazquez	CO	CO	2016	Dodge Ram 1500 EcoDiesel
Russell	Grieff	PA	PA	2015	Dodge Ram 1500 EcoDiesel
Blenda	Bowman	TN	TN	2015	Dodge Ram 1500 EcoDiesel
James Johnson & Michael	Bolton	NY	NY	2014	Dodge Ram 1500 EcoDiesel
Howard James	Garel	UT	CO	2014	Jeep Grand Cherokee EcoDiesel
Jason	VanLoo	MO	MO	2016	Dodge Ram 1500 EcoDiesel
Gerald & Sharon	Parker	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Jimmy	Steen	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Jason	Reigelsperger	OH	OH	2016	Dodge Ram 1500 EcoDiesel
Joey Lea & Mark	McVane	OR	ID	2016	Dodge Ram 1500 EcoDiesel
Jason	Mull	CO	ID	2015	Dodge Ram 1500 EcoDiesel
John A	Barone	NY	NY	2014	Dodge Ram 1500 EcoDiesel
Steven Phillip & Pamela Fulford	Krol	NC	NC	2016	Dodge Ram 1500 EcoDiesel
Jared Watson & Lisa	Todd	MT	MT	2014	Dodge Ram 1500 EcoDiesel
Dean	Beck	NE	NE	2015	Dodge Ram 1500 EcoDiesel
Alex	Lopez	ID	NV	2015	Dodge Ram 1500 EcoDiesel
Steven M	Pender	FL	FL	2015	Dodge Ram 1500 EcoDiesel
John	Meech	LA	LA	2014	Dodge Ram 1500 EcoDiesel
Christopher & Jacob	Brown	MI	MI	2016	Dodge Ram 1500 EcoDiesel
Al	Schellinger	WI	WI	2015	Dodge Ram 1500 EcoDiesel

Jeffery	Weislocher	MO	MO	2014	Dodge Ram 1500 EcoDiesel
Jorge	Villarreal	CO	CO	2014	Jeep Grand Cherokee EcoDiesel
Jorge	Villarreal	CO	CO	2015	Dodge Ram 1500 EcoDiesel
Angela	Christensen	AK	AK	2014	Dodge Ram 1500 EcoDiesel
Robert & Reena	Carnes	WA	WA	2016	Dodge Ram 1500 EcoDiesel
Sarah	Miller	PA	PA	2016	Dodge Ram 1500 EcoDiesel
Robert	Wasilchuk	NV	NV	2015	Dodge Ram 1500 EcoDiesel
Janelle & Bryan	Wiggins	FL	FL	2014	Jeep Grand Cherokee EcoDiesel
Benjamin D.	Crifasi Jr	LA	LA	2016	Dodge Ram 1500 EcoDiesel
Ray	Reynolds	NC	NC	2015	Dodge Ram 1500 EcoDiesel
Allen Keith	Peacock	FL	FL	2016	Dodge Ram 1500 EcoDiesel
Clinton T.	McKinney	ND	ND	2014	Dodge Ram 1500 EcoDiesel
George	Anthony	PA	PA	2016	Jeep Grand Cherokee EcoDiesel
Patrick	Diggin	SC	NC	2015	Dodge Ram 1500 EcoDiesel
Scott	Jones	SD	ID	2016	Dodge Ram 1500 EcoDiesel
Elizabeth & Bryce	Godwin	LA	LA	2016	Dodge Ram 1500 EcoDiesel
Larry & Daina	Wilhelm	AR	AR	2015	Dodge Ram 1500 EcoDiesel
Harlan	Latusek	MN	MN	2014	Dodge Ram 1500 EcoDiesel
Harlan	Latusek	MN	MN	2016	Dodge Ram 1500 EcoDiesel
Joe	Castro	CO	CO	2015	Dodge Ram 1500 EcoDiesel
Ken	Kroschel	CO	CO	2015	Dodge Ram 1500 EcoDiesel
Robert W.	Ford	CT	CT	2015	Dodge Ram 1500 EcoDiesel
Thomas Goodyke & Julie	Bowers	MI	MI	2014	Jeep Grand Cherokee EcoDiesel

Rick	Nash	WA	ID	2016	Dodge Ram 1500 EcoDiesel
Healthier & Lewis	Cleaver	KY	KY	2014	Dodge Ram 1500 EcoDiesel
Sergey	Oleynik	WA	WA	2016	Dodge Ram 1500 EcoDiesel
Emile J.	LaPointe	LA	LA	2016	Dodge Ram 1500 EcoDiesel
Brad & Kelli	Erickson	WA	OR	2016	Dodge Ram 1500 EcoDiesel
Gabriel M	Haugland	IA	IA	2015	Dodge Ram 1500 EcoDiesel
Ralph	Coers	WA	WA	2015	Dodge Ram 1500 EcoDiesel
Gary & Tracy	McKeever	OK	OK	2016	Dodge Ram 1500 EcoDiesel
Wendell	Espeland	KS	MO	2016	Dodge Ram 1500 EcoDiesel
Jason & Natalie	Ysker	MN	MN	2014	Jeep Grand Cherokee EcoDiesel
Anthony	Barbato	NY	MD	2015	Jeep Grand Cherokee EcoDiesel
Myron & Linda	Billiot	LA	LA	2015	Dodge Ram 1500 EcoDiesel
Ben	Doney	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Thrumman & Rose	Dickey	AZ	AZ	2016	Dodge Ram 1500 EcoDiesel
Angeline & Stephen	Connaghan	PA	PA	2015	Dodge Ram 1500 EcoDiesel
Jacob	Herron	NM	OK	2016	Dodge Ram 1500 EcoDiesel
Dion	Kampa	WI	WI	2016	Dodge Ram 1500 EcoDiesel
Osvaldo	Romero	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Matthew	Deavers	SC	SC	2016	Dodge Ram 1500 EcoDiesel
Duane	Gleason	PA	PA	2015	Dodge Ram 1500 EcoDiesel
Robert	Elie	FL	FL	2014	Dodge Ram 1500 EcoDiesel
Jerry	Martin	KY	KY	2014	Dodge Ram 1500 EcoDiesel
Billy & Joseph	Welch	AR	AR	2015	Dodge Ram 1500 EcoDiesel

Manuel & Michael	Gonzalez	FL	FL	2015	Jeep Grand Cherokee EcoDiesel
Christopher	Vigil	TN	TN	2014	Dodge Ram 1500 EcoDiesel
Michael	Carrano	NJ	NJ	2015	Dodge Ram 1500 EcoDiesel
John T.	Nickel	KS	KS	2016	Dodge Ram 1500 EcoDiesel
Susan	Burkland	PA	PA	2014	Dodge Ram 1500 EcoDiesel
Christofer	Askervold	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Gus	Demetriades	NC	NC	2014	Jeep Grand Cherokee EcoDiesel
Paul Webster	Messner, Jr.	MI	MI	2015	Dodge Ram 1500 EcoDiesel
Scott	Platko	OR	OR	2016	Dodge Ram 1500 EcoDiesel
Cody P.	Privette	MN	MN	2014	Dodge Ram 1500 EcoDiesel
Brent	Burton	LA	LA	2014	Dodge Ram 1500 EcoDiesel
Randy	Tomlinson	MT	LA	2015	Dodge Ram 1500 EcoDiesel
Roger	Hinton	KS	MO	2016	Dodge Ram 1500 EcoDiesel
Roger	Hinton	KS	MO	2014	Dodge Ram 1500 EcoDiesel
Gabriel & Audrey	McConnell	IA	IA	2016	Dodge Ram 1500 EcoDiesel
Kyle Schmitting & Kamile	Kevlicute	NC	NC	2014	Jeep Grand Cherokee EcoDiesel
William J.	Hoak, III	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Scott	McCrea	OH	OH	2014	Dodge Ram 1500 EcoDiesel
Carl	Lachance	NC	NC	2015	Dodge Ram 1500 EcoDiesel
Sean	Condry	MO	MO	2015	Dodge Ram 1500 EcoDiesel
Ronda	Stratton	OH	OH	2015	Jeep Grand Cherokee EcoDiesel
James	Hadley	IL	IL	2015	Dodge Ram 1500 EcoDiesel
Bo-Michael M.	Apele	WA	WA	2015	Jeep Grand Cherokee EcoDiesel

Bo-Michael M.	Apele	WA	WA	2014	Dodge Ram 1500 EcoDiesel
John Rory	Carreon	AZ	AZ	2015	Jeep Grand Cherokee EcoDiesel
Arturo	Torres	NV	NV	2014	Jeep Grand Cherokee EcoDiesel
Brian	Ellis	NC	NC	2015	Dodge Ram 1500 EcoDiesel
Douglas	Mettenburg	AR	AR	2016	Dodge Ram 1500 EcoDiesel
Michael Shane	Williams	MD	MD	2014	Dodge Ram 1500 EcoDiesel
Donald	Scales	NY	NY	2016	Dodge Ram 1500 EcoDiesel
Lucky	Easley	KY	KY	2015	Dodge Ram 1500 EcoDiesel
Erik	Angelo	AZ	AZ	2016	Dodge Ram 1500 EcoDiesel
David & Gisela	Martinez	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Brad	Robertson	WA	WA	2015	Dodge Ram 1500 EcoDiesel
Alan	Sjoberg	MI	MI	2014	Dodge Ram 1500 EcoDiesel
Bastian	Schroder	NJ	WI	2014	Jeep Grand Cherokee EcoDiesel
Bruce & Vickie	Sulc	VA	NC	2015	Dodge Ram 1500 EcoDiesel
Steven James	Rust	LA	LA	2014	Dodge Ram 1500 EcoDiesel
Michael	Gides	CO	CO	2015	Dodge Ram 1500 EcoDiesel
Richard	Watters	MI	MI	2014	Dodge Ram 1500 EcoDiesel
Donald	Long	IL	IL	2015	Dodge Ram 1500 EcoDiesel
Timothy	Leathers	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Steven G	Parnitzke	WI	WI	2014	Jeep Grand Cherokee EcoDiesel
Joseph	Dick-Griffith	FL	TN	2014	Jeep Grand Cherokee EcoDiesel
Lee & Inna	Halpert	PA	PA	2016	Dodge Ram 1500 EcoDiesel
Derick	Gurney	NY	OR	2014	Dodge Ram 1500 EcoDiesel

David	Kizzia	AR	AR	2016	Dodge Ram 1500 EcoDiesel
Sean	Perryman	IA	IA	2015	Dodge Ram 1500 EcoDiesel
Jose	Mercado	NY	UT	2015	Dodge Ram 1500 EcoDiesel
Debra Ann	Guderjahn	MT	ND	2014	Dodge Ram 1500 EcoDiesel
Tyrone & April	Malambri	NC	NY	2014	Dodge Ram 1500 EcoDiesel
Dean	Kohanyi	PA	PA	2014	Dodge Ram 1500 EcoDiesel
Michael James	Wolbert	ND	ND	2016	Dodge Ram 1500 EcoDiesel
Steve E. & Sheryl	Ridenour	OK	OK	2014	Jeep Grand Cherokee EcoDiesel
Mark	Warren	MO	MO	2014	Jeep Grand Cherokee EcoDiesel
Ken	Hauck	MO	MO	2015	Jeep Grand Cherokee EcoDiesel
Kent	Gibbons	IA	IA	2015	Dodge Ram 1500 EcoDiesel
Matthew	Litterell	OK	OK	2016	Dodge Ram 1500 EcoDiesel
Glenn	Stahl	WI	WI	2015	Dodge Ram 1500 EcoDiesel
David	Coop	CO	CO	2014	Dodge Ram 1500 EcoDiesel
Larry	Brown	MO	MO	2014	Dodge Ram 1500 EcoDiesel
Jeff	Mely	LA	LA	2016	Dodge Ram 1500 EcoDiesel
Brett	Wayne	KY	KY	2015	Dodge Ram 1500 EcoDiesel
Michael & Deborah	Eilert	KS	KS	2016	Dodge Ram 1500 EcoDiesel
Diane & Larry	Wilhelm	AR	AR	2015	Dodge Ram 1500 EcoDiesel
Mark & Lucretta	Kinder	MO	MO	2015	Dodge Ram 1500 EcoDiesel
Heath	Minyard	AR	AR	2015	Dodge Ram 1500 EcoDiesel
Nathan	Townsend	TN	TN	2015	Dodge Ram 1500 EcoDiesel
Martin	Mannion	FL	FL	2015	Dodge Ram 1500 EcoDiesel

Lisa Marie	Murphy	MN	NE	2014	Dodge Ram 1500 EcoDiesel
Clinton	Moxey	NV	NV	2016	Dodge Ram 1500 EcoDiesel
Marko	Seget	SC	OH	2015	Dodge Ram 1500 EcoDiesel
William	Coleman	MI	MI	2015	Dodge Ram 1500 EcoDiesel
Donald	Harrell	NC	NC	2016	Dodge Ram 1500 EcoDiesel
Kim	Watson	OK	OK	2015	Dodge Ram 1500 EcoDiesel
Jamie	Walker	WI	WI	2016	Dodge Ram 1500 EcoDiesel
Cale & Jami	Duerstein	WI	TN	2016	Dodge Ram 1500 EcoDiesel
Kevin	Keefer	VA	VA	2016	Jeep Grand Cherokee EcoDiesel
Stephanie	Cromley	NJ	NJ	2014	Jeep Grand Cherokee EcoDiesel
Matthew	Dean	WA	WA	2014	Dodge Ram 1500 EcoDiesel
Amy & David	Campbell	MN	WI	2016	Dodge Ram 1500 EcoDiesel
Alvin	McCoy	ID	ID	2016	Dodge Ram 1500 EcoDiesel
Robert	Morris	UT	UT	2015	Dodge Ram 1500 EcoDiesel
Robert	Morris	UT	UT	2016	Dodge Ram 1500 EcoDiesel
Robert	Morris	UT	UT	2014	Dodge Ram 1500 EcoDiesel
Kevin	Ruehle	NJ	NJ	2016	Dodge Ram 1500 EcoDiesel
Kevin	Crew	AL	AL	2015	Dodge Ram 1500 EcoDiesel
John	Corbin	AL	AL	2015	Dodge Ram 1500 EcoDiesel
Robert	Mayer	AL	MS	2015	Dodge Ram 1500 EcoDiesel
Robert	Southern	AL	AL	2015	Dodge Ram 1500 EcoDiesel
Micah	Hill	AL	GA	2014	Dodge Ram 1500 EcoDiesel
James	Washington	AL	AL	2015	Dodge Ram 1500 EcoDiesel

Quinn	Breland	AL	AL	2015	Dodge Ram 1500 EcoDiesel
Mike	Shelton	AL	TN	2014	Jeep Grand Cherokee EcoDiesel
Greg	Cain	AL	NC	2016	Dodge Ram 1500 EcoDiesel
Randal	Stephens	AL	AL	2015	Dodge Ram 1500 EcoDiesel
Alonzo Thomas	Stone	FL	AL	2016	Dodge Ram 1500 EcoDiesel
Tyler	Bridgeman	AL	NC	2016	Dodge Ram 1500 EcoDiesel
Jimmy	Yeager	MS	MS	2014	Dodge Ram 1500 EcoDiesel
Scott	Langley	MS	MS	2016	Dodge Ram 1500 EcoDiesel
Chris	Breaux	MS	TX	2015	Dodge Ram 1500 EcoDiesel
Curtis and Debbie	McDaniel	MS	MS	2015	Dodge Ram 1500 EcoDiesel
Tammy	Frazier	MS	MS	2015	Dodge Ram 1500 EcoDiesel
Bobby	Wallace	MS	MS	2014	Dodge Ram 1500 EcoDiesel
Clifton	Bailey	MS	MS	2016	Dodge Ram 1500 EcoDiesel
Edward	Jones	MO	MO	2016	Dodge Ram 1500 EcoDiesel
Roger T.	Ingram	MS	MS	2015	Dodge Ram 1500 EcoDiesel
Greg	Gaskins	TN	MS	2014	Dodge Ram 1500 EcoDiesel
Christopher	Bond	MS	FL	2015	Dodge Ram 1500 EcoDiesel
Beaux	Martin	LA	MS	2014	Jeep Grand Cherokee EcoDiesel
Jeffrey	Cook	WV	VA	2015	Dodge Ram 1500 EcoDiesel
Gregory	Burnette, D.O.	WV	WV	2015	Jeep Grand Cherokee EcoDiesel
Thomas	Taylor	WV	WV	2014	Dodge Ram 1500 EcoDiesel
Dustin	Louden	WV	WV	2016	Dodge Ram 1500 EcoDiesel
Jerry	Barnett	WV	NJ	2015	Dodge Ram 1500 EcoDiesel

Brianna	Clay	WV	WV	2014	Dodge Ram 1500 EcoDiesel
Roger	Workman	WV	WV	2014	Jeep Grand Cherokee EcoDiesel
Sage	Seifert	WV	WV	2015	Dodge Ram 1500 EcoDiesel
Brandon	Saddler	WV	VA	2014	Dodge Ram 1500 EcoDiesel
Mike	Rumney	WV	PA	2015	Dodge Ram 1500 EcoDiesel
Jody and Cindy	Danielson	WV	WV	2014	Jeep Grand Cherokee EcoDiesel
Emily K	Blankenship	WV	OH	2014	Jeep Grand Cherokee EcoDiesel
Jackie Lynn	Clark, Jr.	WV	WV	2015	Dodge Ram 1500 EcoDiesel
Roy	Jones	WV	WV	2016	Dodge Ram 1500 EcoDiesel
James	Slone	WV	NC	2016	Dodge Ram 1500 EcoDiesel
Jason	Royer	WY	WY	2015	Dodge Ram 1500 EcoDiesel
Beverley Gayle	VanArkel	WY	ID	2015	Jeep Grand Cherokee EcoDiesel
James B.	Valliere	WY	WY	2015	Dodge Ram 1500 EcoDiesel
Anthony	Knezovich	WY	WY	2015	Dodge Ram 1500 EcoDiesel
Rick	Stone	WY	ID	2016	Dodge Ram 1500 EcoDiesel
Rick	Stone	WY	ID	2015	Dodge Ram 1500 EcoDiesel
Calvin	Taylor	WY	WY	2015	Dodge Ram 1500 EcoDiesel
Wayne and Becky	Bennett	WY	WY	2014	Dodge Ram 1500 EcoDiesel
Allen	Wallis	OK	OK	2015	Dodge Ram 1500 EcoDiesel
Jack	Pudzis	IL	IL	2014	Dodge Ram 1500 EcoDiesel
Roland	Marsh	NJ	NJ	2015	Dodge Ram 1500 EcoDiesel
Dawn & James	McDonald	MO	MO	2015	Dodge Ram 1500 EcoDiesel
Christopher	Rivera	WI	WI	2014	Dodge Ram 1500 EcoDiesel

Kent	Hall	TN	TN	2015	Dodge Ram 1500 EcoDiesel
Marcus Aaron	Hemsley	MD	NY	2014	Dodge Ram 1500 EcoDiesel
Richard & Carol	Huff	ID	AZ	2014	Dodge Ram 1500 EcoDiesel
Kyle M	Griffey	AZ	AZ	2015	Dodge Ram 1500 EcoDiesel
Calvin D.	Burrus III	NC	NC	2015	Dodge Ram 1500 EcoDiesel
Scott	Banks	NV	NV	2016	Dodge Ram 1500 EcoDiesel
Michael Shaak & Susie	Patterson	ID	ID	2015	Dodge Ram 1500 EcoDiesel
Frank	Fernandez	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Joshua	Wilson	MO	MO	2014	Jeep Grand Cherokee EcoDiesel
LaVerne	Brace	NY	NY	2015	Jeep Grand Cherokee EcoDiesel
Dennis	Begin	RI	RI	2015	Dodge Ram 1500 EcoDiesel
John & Shirley	Hecker	OH	OH	2016	Dodge Ram 1500 EcoDiesel
Donald Raymond	Dixon	IA	IA	2014	Dodge Ram 1500 EcoDiesel
Ricardo C. & Michelle	Calla	PA	PA	2015	Dodge Ram 1500 EcoDiesel
Travis Ray	Burwell	PA	PA	2016	Dodge Ram 1500 EcoDiesel
Kasey & Ashley	Knutson	CO	CO	2015	Dodge Ram 1500 EcoDiesel
Mark Edward	Harrell	FL	FL	2015	Dodge Ram 1500 EcoDiesel
Colton Warren	Shannon	OR	OR	2015	Dodge Ram 1500 EcoDiesel
Steven	Leonard	MN	MN	2014	Dodge Ram 1500 EcoDiesel
Leslie	Swartz	NE	NE	2014	Jeep Grand Cherokee EcoDiesel
Nicholas F	Baglio	NY	NY	2015	Dodge Ram 1500 EcoDiesel
Ryan	Allred	AR	AR	2016	Dodge Ram 1500 EcoDiesel
Kris A	Shepherd	OR	ID	2015	Dodge Ram 1500 EcoDiesel

Zachary M	Marsico	NJ	NJ	2015	Dodge Ram 1500 EcoDiesel
Pat	Breitbach	MT	MT	2016	Dodge Ram 1500 EcoDiesel
Leslie	Swartz	NE	NE	2015	Dodge Ram 1500 EcoDiesel
David K.	Schoengart	KY	KY	2016	Dodge Ram 1500 EcoDiesel
Jason	Sullivan	NC	NH	2016	Dodge Ram 1500 EcoDiesel
Thang	Nguyen	AZ	AZ	2015	Dodge Ram 1500 EcoDiesel
Zachary	Gordon	OH	OH	2016	Dodge Ram 1500 EcoDiesel
Joe R.	Jones	AL	LA	2015	Dodge Ram 1500 EcoDiesel
Jeffrey A	Stracensky	OH	OH	2016	Dodge Ram 1500 EcoDiesel
David Irwin	Antokal	VA	VA	2015	Jeep Grand Cherokee EcoDiesel
Terry	Hargis	AZ	AZ	2014	Dodge Ram 1500 EcoDiesel
Andrew	Davis	MD	MD	2014	Dodge Ram 1500 EcoDiesel
Andrew	Davis	MD	MD	2016	Dodge Ram 1500 EcoDiesel
Richard	Harris	AR	AR	2016	Dodge Ram 1500 EcoDiesel
Michael	Batdorff	IL	IL	2014	Dodge Ram 1500 EcoDiesel

34. Plaintiff, Michael Barton Batman (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Iowa, residing in the City of Monticello, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 25, 2017, at Dan Deery Motor Co., an authorized FCA dealer in Waterloo, Iowa. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

When Plaintiff went to Dan Deery Motor Co. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that the Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

35. Plaintiff, Andrew Rogers (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Colorado, residing in the City of Colorado Springs, bought a 2014 Jeep Grand Cherokees EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 21, 2014, at Bob Allen Motor Mall, an authorized FCA dealer in Danville, Kentucky. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Bob Allen Motor Mall to purchase the Subject Vehicle,

the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

36. Plaintiff, Andrew Rogers (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Colorado, residing in the City of Colorado Springs, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 11, 2018, at Perkins Motors, an authorized FCA dealer in Colorado Springs, Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Perkins Motors to purchase the Subject Vehicle, the

sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

37. Plaintiff, Andrew Steele (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of South Carolina, residing in the City of Pawley's Island, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 27, 2015, at Addys Harbor Dodge, an authorized FCA dealer in Myrtle Beach, South Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Addys Harbor Dodge to purchase the Subject Vehicle,

the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

38. Plaintiff, Andrew Curtis & Mimi Elizabeth Reid (for the purpose of this paragraph, "Plaintiff"), citizens of the State of South Caroling, residing in the City of Simpsonville, bought a 2016 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 15, 2016, at Northwest Jeep, an authorized FCA dealer in Beaverton, Oregon. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Northwest Jeep to purchase the Subject Vehicle, the

sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

39. Plaintiff, Andy Twork (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Michigan, residing in the City of Holton, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2016, at Lakeshore Chrysler Jeep Dodge Ram, an authorized FCA dealer in Montague, Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lakeshore Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the

sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

40. Plaintiff, Anne Anderson (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Minnesota, residing in the City of Hinckley, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 20, 2015, at Roseville Chrysler Jeep Dodge Ram, an authorized FCA dealer in Roseville, Minnesota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Roseville Chrysler Jeep Dodge Ram to purchase the

Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

41. Plaintiff, Arnold Construction Co., Inc. (for the purpose of this paragraph, "Plaintiff"), a company conducting business in the State of New York, City of Kingston, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 22, 2015, at Sawyer Motors, an authorized FCA dealer in Saugerties, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Sawyer Motors to purchase the Subject Vehicle, the

sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

42. Plaintiff, Arturo Nieves (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Virginia, residing in the City of Quantico, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 5, 2015, at Lustine Chrysler Dodge Jeep Ram, an authorized FCA dealer in Woodbridge, Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lustine Chrysler Dodge Jeep Ram to purchase the Subject

Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

43. Plaintiff, Autry Hall (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Alabama, residing in the City of Brewton, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 29, 2015, at Sandy Sansing, an authorized FCA dealer in Milton, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Sandy Sansing to purchase the Subject Vehicle, the sales associate touted the

Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

44. Plaintiff, Bert Dodge (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York, residing in the City of Stillwater, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2014, at Nemer Chrysler Jeep Dodge Ram of Saratoga, an authorized FCA dealer in Saratoga, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Nemer Chrysler Jeep Dodge Ram of Saratoga to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel®

attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

45. Plaintiff, Bill Bilicki (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Ohio, residing in the City of Youngstown, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2015, at Columbiana Chrysler Jeep Dodge Ram, an authorized FCA dealer in Columbiana, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Columbiana Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including

its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

46. Plaintiff, Brad W. Lines (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arizona, residing in the City of Surprise, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 27, 2016, at Maddox Motor Co., an authorized FCA dealer in Sidney, Nebraska. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Maddox Motor Co. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.

These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

47. Plaintiff, Brenda Dokmonovich (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Nebraska, residing in the City of Omaha, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 18, 2015, at Baxter, an authorized FCA dealer in Omaha, Nebraska. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Baxter to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had she/he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

48. Plaintiff, Brent Smith (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Minnesota, residing in the City of Mantorville, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 30, 2015, at Alma Chrysler, an authorized FCA dealer in Alma, Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Alama Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

49. Plaintiff, Brian & Meredith Quimby (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Kansas, residing in the City of Sublette, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 29, 2014, at Marmie Chrysler Dodge Jeep Ram, an authorized FCA dealer in Great Bend, Kansas. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Marmie Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,

Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

50. Plaintiff, Brian & Kim Way (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Arizona, residing in the City of McCrory, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 12, 2017 at Frank Fletcher Dodge Chrysler Jeep, an authorized FCA dealer in Sherwood, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Frank Fletcher Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,

Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

51. Plaintiff, Brian Barker (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Kansas, residing in the City of Haysville, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 9, 2016, at Eddy's Chrysler Dodge Jeep Ram, an authorized FCA dealer in Wichita, Kansas. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Eddy's Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know

that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

52. Plaintiff, Brittney Olsen (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Nebraska, residing in the City of Daykin, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 8, 2015, at Performance Dodge, an authorized FCA dealer in Lincoln Nebraska. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Performance Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject

Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

53. Plaintiff, Bruce Bolen (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Kansas, residing in the City of Sharon Springs, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 30, 2016, at Colorado Spring Dodge, an authorized FCA dealer in Colorado Springs, Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Colorado Spring Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

54. Plaintiff, Bruce Carr (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Illinois, residing in the City of Winchester, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1, 2016, at Green Dodge, an authorized FCA dealer in Springfield, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Green Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and

above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

55. Plaintiff, Bruce Hassevoort (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Michigan, residing in the City of Holland, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2015, at Zeigler Chrysler Dodge Jeep Ram Fiat Alfa Maserati, an authorized FCA dealer in Grandville, Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Zeigler Chrysler Dodge Jeep Ram Fiat Alfa Maserati to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits.

Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

56. Plaintiff, Bryan Thompson (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Michigan, residing in the City of Flushing, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 10, 2017 at Dick Scott, an authorized FCA dealer in Fowlerville, Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dick Scott to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

57. Plaintiff, Camelo Guzman (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Michigan, residing in the City of Detroit, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1, 2015, at Snethkamp, an authorized FCA dealer in Redford, Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Snethkamp to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to

deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

58. Plaintiff, Carl Davis (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Virginia, residing in the City of Brookneal, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1, 2016, at Billy Craft Chrysler Dodge Jeep Ram, an authorized FCA dealer in Lynchburg, Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Billy Craft Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject

Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

59. Plaintiff, Casey Sauerhage (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Illinois, residing in the City of Sparta, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 25, 2016, at Franklin Chrysler Dodge Jeep Ram, an authorized FCA dealer in Franklin, Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Franklin Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject

Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

60. Plaintiff, Chad Kaltenbach (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of South Dakota, residing in the City of Martin, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 2, 2017 at Aberdeen Chrysler Center, an authorized FCA dealer in Aberdeen, South Dakota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Aberdeen Chrysler Center to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased

the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

61. Plaintiff, Chad & Jennifer Johnson (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Minnesota, residing in the City of Winnebago, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 23, 2018 at Domko, an authorized FCA dealer in Northfield, Minnesota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Domko to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

62. Plaintiff, Changping Wei (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Florida, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 26, 2016, at Dayton Andrews Dodge, an authorized FCA dealer in St. Petersburg, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dayton Andrews Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that

its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

63. Plaintiff, Charles Foschini (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Miami, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1, 2013, at Gateway Dodge Orlando, an authorized FCA dealer in Orlando, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Gateway Dodge Orlando to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving

conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

64. Plaintiff, Terrance Piper (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Pennsylvania, residing in the City of McKeesport bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 14, 2015, at Jim Shorkey Chrysler Dodge Jeep Ram Fiat, an authorized FCA dealer in Irwin, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Jim Shorkey Chrysler Dodge Jeep Ram Fiat to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to

de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

65. Plaintiff, Chris Samuelson (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of North Dakota, residing in the City of Washburn, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 22, 2017 at Wickstrom Chrysler Jeep Dodge Ram, an authorized FCA dealer in Barrington, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Wickstrom Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate

during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

66. Plaintiff, Huegerich Farms (for the purpose of this paragraph, "Plaintiff"), doing business in the State of Iowa, in the City of Breda, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 18, 2014 at Wittrock Motor Company, an authorized FCA dealer in Carroll, Iowa. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Wittrock Motor Company to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving

conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

67. Plaintiff, Huegerich Farms (for the purpose of this paragraph, "Plaintiff"), doing business in the State of Iowa, in the City of Breda, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 9, 2016, at Team Ford, an authorized FCA dealer in Deniso, Iowa. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Team Ford to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not

achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

68. Plaintiff, Christopher & Michelle Guggemos (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Minnesota, residing in the City of Litchfield, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 3, 2015, at Litchfield Chrysler, an authorized FCA dealer in Litchfield, Minnesota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Litchfield Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

69. Plaintiff, Christopher Fehr (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of South Carolina, residing in the City of Charleston, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 14, 2015, at Hendrick Dodge, an authorized FCA dealer in Charleston, South Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Hendrick Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy

without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

70. Plaintiff, Clay Cooper (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Oklahoma, residing in the City of Stroud, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2016, at Jacksonville Chrysler Jeep Dodge Ram, an authorized FCA dealer in Jacksonville, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Jacksonville Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

71. Plaintiff, Robert J Phillips (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Nevada, residing in the City of Battle Mountain, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 28, 2018 at Rugged Rentals, an authorized FCA dealer in Layton, Utah. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Rugged Rentals to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

72. Plaintiff, Heather Aragon (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New Mexico, residing in the City of Farmington, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 24, 2015, at Advantage Dodge Chrysler Jeep, an authorized FCA dealer in Wickenburg, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Advantage Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject

Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

73. Plaintiff, Dan Healy (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Wisconsin, residing in the City of Greenbay, bought a 2020 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 21, 2015, at Gandrud, an authorized FCA dealer in Greenbay, Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Gandrud to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would

have paid less for it, had Defendants not concealed the unauthorized emission control devices.

74. Plaintiff, Dan McMahon (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Maryland, residing in the City of Taneytown, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 16, 2016, at Musselmans, an authorized FCA dealer in Catonsville, Maryland. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Musselmans to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

75. Plaintiff, Daniel Smith (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Arizona, residing in the City of Glendale, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 8, 2016, at Larry H Miller Chrysler Jeep Dodge Ram, an authorized FCA dealer in Surprise, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Larry H Miller Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

76. Plaintiff, Danny Hill (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of South Carolina, residing in the City of Lake City, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 1, 2016, at Santee Automotive, an authorized FCA dealer in Manning, South Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Santee Automotive to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

77. Plaintiff, Danny Farrell (for the purpose of this paragraph, “Plaintiff”), a citizen of

the State of New York, residing in the City of Sound Beach, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 15, 2015, at Smith Haven Ram, an authorized FCA dealer in St. James, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Smith Haven Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

78. Plaintiff, Danny W. Harris III (for the purpose of this paragraph, “Plaintiff”), a

citizen of the State of Michigan, residing in the City of Manchester, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 2, 2015, at Cueter Chrysler Jeep Dodge Ram, an authorized FCA dealer in Ypsilanti, Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Cueter Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

79. Plaintiff, Dariusz Kulon (for the purpose of this paragraph, “Plaintiff”), a citizen of

the State of Illinois, residing in the City of Shorewood, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 29, 2016, at Tyson Ram, an authorized FCA dealer in Shorewood, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Tyson Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

80. Plaintiff, Samantha Mountford & Darin Illges (for the purpose of this paragraph, “Plaintiff”), citizens of the State of Virginia, residing in the City of Dumfries, bought a 2015 Jeep

Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 8, 2016, at Lustine Chrysler Dodge Jeep Ram, an authorized FCA dealer in Woodbridge, Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lustine Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

81. Plaintiff, Samantha Mountford & Darrin Illges (for the purpose of this paragraph, “Plaintiff”), citizens of the State of Virginia, residing in the City of Dumfries, bought a 2015 Dodge

Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 10, 2015, at Lustine Chrysler Dodge Jeep Ram, an authorized FCA dealer in Woodbridge, Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lustine Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

82. Plaintiff, David Mitchell (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Virginia, residing in the City of Chesapeake, bought a 2016 Dodge Ram 1500

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 15, 2016, at Williamsburg Chrysler, an authorized FCA dealer in Williamsburg, Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Williamsburg Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

83. Plaintiff, David Scales (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of New Jersey, residing in the City of Williamstown, bought a 2015 Dodge Ram 1500

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 5, 2015, at Mt. Ephraim Dodge Ram, an authorized FCA dealer in Mt. Ephraim, New Jersey. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Mt. Ephraim to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

84. Plaintiff, David Duncan (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of North Carolina, residing in the City of Salisbury, bought a 2015 Dodge Ram 1500

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 16, 2015, at Hendrix, an authorized FCA dealer in Concord, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Hendrix to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

85. Plaintiff, David Sexton (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Missouri, residing in the City of St. Louis, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 3, 2014,

at Royalgate Dodge, an authorized FCA dealer in Ellisville, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Royalgate Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

86. Plaintiff, David Green (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Kentucky, residing in the City of Owensboro, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 20, 2017 at Watermark Ford Nissan, an authorized FCA dealer in Madisonville, Kentucky. Plaintiff decided

to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Watermark Ford Nissan to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

87. Plaintiff, David S. Wergen (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Oregon, residing in the City of Enterprise, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 15, 2017 at Rogers Chrysler Dodge Jeep Ram, an authorized FCA dealer in Lewiston, Idaho. Plaintiff

decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Rogers Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

88. Plaintiff, Deborah & Calvin Stafford (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Tennessee, residing in the City of Lewisburg, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 2, 2016, at Chrysler Dodge Jeep Ram of Columbia, an authorized FCA dealer in

Columbia, Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Chrysler Dodge Jeep Ram of Columbia to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

89. Plaintiff, Deborah & Calvin Stafford (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Tennessee, residing in the City of Lewisburg, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 14, 2016, at Chrysler Dodge Jeep Ram of Columbia, an authorized FCA dealer in

Columbia, Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Chrysler Dodge Jeep Ram of Columbia to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

90. Plaintiff, Debra Severson (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Montana, residing in the City of Billings, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 8, 2015, at Chris Nikel Chrysler Jeep Dodge Ram Fiat, an authorized FCA dealer in Broken Arrow,

Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Chris Nikel Chrysler Jeep Dodge Ram Fiat to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

91. Plaintiff, Dennis Tubridy (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York, residing in the City of Ransomville, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2015, at Joe Cecconi, an authorized FCA dealer in Niagara Falls, New York. Plaintiff decided to buy the

Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Joe Cecconi to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

92. Plaintiff, Derik Fairchild (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Cantonment, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2015, at Chatham Ford, an authorized FCA dealer in Chatom, Alabama. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,

reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Chatham Ford to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

93. Plaintiff, Derrick Sullivan (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Montana, residing in the City of Roundup, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 15, 2017 at Legacy Chrysler Jeep Dodge Ram, an authorized FCA dealer in Island City, Oregon. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Legacy Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

94. Plaintiff, Dominick Bianchi (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida residing in the City of Land O Lakes, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 10, 2015, at Ferman Chrysler Jeep Dodge, an authorized FCA dealer in Lutz, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Ferman Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

95. Plaintiff. Don & Jackie Walker (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Oklahoma, residing in the City of Minco, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 27, 2016, at David Stanley Chrysler Dodge Jeep Ram Fiat, an authorized FCA dealer in Midwest, Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to David Stanley Chrysler Dodge Jeep Ram Fiat to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

96. Plaintiff, Donald Moore (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York, residing in the City of Ogdensburg, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 16, 2014, at F.X. Caprara Dodge, an authorized FCA dealer in Alexandria Bay, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to F.X. Caprara Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

97. Plaintiff, Donald & Brenda Keith (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Illinois, residing in the City of Mapleton, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 27, 2014, at Sam Leman Peoria, an authorized FCA dealer in Peoria, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the

Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Sam Leman Peoria to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

98. Plaintiff, Donald & Brenda Keith (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Illinois, residing in the City of Mapleton, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 16, 2016, at Sam Leman Peoria, an authorized FCA dealer in Peoria, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good

fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Sam Leman Peoria to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

99. Plaintiff, Donavin Auld (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of North Carolina, residing in the City of New Bern, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 27, 2018 at Riverside Chrysler Jeep Dodge, an authorized FCA dealer in New Bern, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

Subject Vehicles. When Plaintiff went to Riverside Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

100. Plaintiff, Doug Merrell (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arizona, residing in the City of Gilbert, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1, 2015, at Larry H. Miller Dodge Peoria, an authorized FCA dealer in Peoria, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

When Plaintiff went to Larry H. Miller Dodge Peoria to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

101. Plaintiff, Douglas Thooft (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Minnesota, residing in the City of Hastings, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 29, 2016, at Red Wing Automotive Group Inc., an authorized FCA dealer in Red Wing, Minnesota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

Subject Vehicles. When Plaintiff went to Red Wing Automotive Group Inc. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

102. Plaintiff, Douglas Bay (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Colorado, residing in the City of La Junta, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 26, 2014, at Eddy's Chrysler Dodge Jeep Ram, an authorized FCA dealer in Wichita, Kansas. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

Subject Vehicles. When Plaintiff went to Eddy's Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

103. Plaintiff, Dozier Holton Browning (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Gainesville, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 7, 2016, at Thunder Chrysler Dodge Jeep Ram, an authorized FCA dealer in Bartow, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

Subject Vehicles. When Plaintiff went to Thunder Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

104. Plaintiff, Dustin Grate (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Nevada, residing in the City of Reno, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 8, 2015, at Lithia Chrysler Jeep of Reno, an authorized FCA dealer in Reno, Nevada. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

When Plaintiff went to Lithia Chrysler Jeep of Reno to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

105. Plaintiff, Dylan Dzuck (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Washington, residing in the City of Olympia, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 7, 2016, at Dylan Dzuck, an authorized FCA dealer in Chehalis, Washington. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

When Plaintiff went to Dylan Dzuck to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

106. Plaintiff, Edward Dampf (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Illinois, residing in the City of Bonfield, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2015, at Tyson Motor Corporation, an authorized FCA dealer in Shorewood, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Tyson Motor Corporation to purchase the Subject Vehicle, the

sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

107. Plaintiff, Edward Carrier (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New Hampshire, residing in the City of East Kingston, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 20, 2015, at Foss Motors, an authorized FCA dealer in Exeter, New Hampshire. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Foss Motors to purchase the Subject Vehicle, the sales associate

touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

108. Plaintiff, Eric Becker (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Kansas, residing in the City of Handover, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1, 2015, at Davis-Moore Chrysler Dodge Jeep Ram Fiat, an authorized FCA dealer in Wichita, Kansas. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Davis-Moore Chrysler Dodge Jeep Ram Fiat to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes,

including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

109. Plaintiff, Eric Busch (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Missouri, residing in the City of Sullivan, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 3, 2014, at Schicker Chrysler Dodge Jeep Ram, an authorized FCA dealer in Washington, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Schicker Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including

its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

110. Plaintiff, Erica L. Jeansonne (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Louisiana, residing in the City of Marksville, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 30, 2016, at Sterling Chrysler Jeep Dodge, an authorized FCA dealer in Opelousas, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Sterling Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel

economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

111. Plaintiff, Erick Lore (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York, residing in the City of Lindenhurst, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 15, 2017 at Ity Dodge Chrysler Jeep Ram, an authorized FCA dealer in Amityville, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Ity Dodge Chrysler Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel

economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

112. Plaintiff, Frank & Lisa Meyers (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Oregon, residing in the City of Wallowa, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 18, 2016, at Smolich Motors, an authorized FCA dealer in Bend, Oregon. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Smolich Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These

representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

113. Plaintiff, Gary Wainwright (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arizona, residing in the City of Bradford, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 30, 2015, at Red River Dodge Chrysler Jeep, an authorized FCA dealer in Heber Springs, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Red River Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were

among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

114. Plaintiff, Gary Huffman (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Kentucky, residing in the City of Lexington, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2014, at Rod Hatfield Chrysler, an authorized FCA dealer in Winchester, Kentucky. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Rod Hatfield Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons

Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

115. Plaintiff, Gary & Lauri Rowland (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Washington, residing in the City of Kelso, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 11, 2015, at McCords Chrysler Dodge Jeep, an authorized FCA dealer in Longview, Washington. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to McCords Chrysler Dodge Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff

did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

116. Plaintiff, Gary Riddle (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Utah, residing in the City of Highland, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 3, 2015, at Gary Riddle, an authorized FCA dealer in American Fork, Utah. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Gary Riddle to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

117. Plaintiff, Gerry Tassell (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Illinois, residing in the City of Mchenry, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 30, 2014, at Crystal Lake Dodge, an authorized FCA dealer in Crystal Lake, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Crystal Lake Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised

and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

118. Plaintiff, Greg Long (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Kansas, residing in the City of Oberlin, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 5, 2015, at Deveny Motors, LLC, an authorized FCA dealer in McCook, Nebraska. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Deveny Motors, LLC to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

119. Plaintiff, Gregory Erwin (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arizona, residing in the City of Arizona, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 10, 2015, at Superior Chrysler Dodge, an authorized FCA dealer in Ashland, Kentucky. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Superior Chrysler Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NO_x at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to

cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

120. Plaintiff, Henry Lawson (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York, residing in the City of Newburgh, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 15, 2014, at Ramsey, an authorized FCA dealer in Ramsey, New Jersey. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Ramsey to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to

deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

121. Plaintiff, Lee Todd & Jack Terry (for the purpose of this paragraph, "Plaintiff"), citizens of the State of North Carolina, residing in the City of Trinity, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1, 2015, at Kernersville Dodge, an authorized FCA dealer in Kernersville, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Kernersville Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject

Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

122. Plaintiff, James Steer, Jr. (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Iowa, residing in the City of Davenport, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 27, 2014, at Browns West Branch, an authorized FCA dealer in West Branch, Iowa. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Browns West Branch to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

123. Plaintiff, James Lines (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Iowa, residing in the City of Marble Rock, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 23, 2015, at Mike Molstead Ford, an authorized FCA dealer in Charles City, Iowa. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Mike Molstead Ford to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission

standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

124. Plaintiff, James Bell (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Wisconsin, residing in the City of Waumakee, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 29, 2018 at Hebert's Town and Country Chrysler Dodge Jeep Ram, an authorized FCA dealer in Shreveport, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Hebert's Town and Country Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

125. Plaintiff, James Fox (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of South Carolina, residing in the City of Rock Hill, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2018 at Abernethy Chrysler Dodge Jeep Ram, an authorized FCA dealer in Lincolnton, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Abernethy Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not

comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

126. Plaintiff, James & Linda Watkins (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Idaho, residing in the City of Rupert, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 30, 2017 at Victory Chrysler Dodge Jeep Ram, an authorized FCA dealer in Kansas City, Kansas. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Victory Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not

comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

127. Plaintiff, James Newell (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Missouri, residing in the City of Pleasant Hill, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 2, 2016, at State Line Dodge Ram Jeep, an authorized FCA dealer in Kansas City, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to State Line Dodge Ram Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with

emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

128. Plaintiff, James Chapman (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Montana, residing in the City of Columbia Falls, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 10, 2015, at Don K Jeep, an authorized FCA dealer in Whitefish, Montana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Don K Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission

standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

129. Plaintiff, James F. Emerson, Jr. (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Virginia, residing in the City of Blackstone, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 13, 2017 at Strosnider Chevrolet, an authorized FCA dealer in Hopewell, Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Strosnider Chevrolet to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission

standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

130. Plaintiff, Jared Korn (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Wisconsin, residing in the City of Warrens, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 12, 2015, at Dane County Chrysler Dodge Jeep, an authorized FCA dealer in Stoughton, Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dane County Chrysler Dodge Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with

emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

131. Plaintiff, Jason Downs (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of South Carolina, residing in the City of Pelion, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 20, 2015, at Lake Keowee Chrysler Dodge Jeep Ram, an authorized FCA dealer in Seneca, South Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lake Keowee Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she

known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

132. Plaintiff, Jason Fitzgerald (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Louisiana, residing in the City of Port Barre, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 17, 2016, at Sterling Chrysler Jeep Dodge, an authorized FCA dealer in Opelousas, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Sterling Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with

emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

133. Plaintiff, Jay Printup (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York, residing in the City of New York, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 17, 2014, at Rock City Chrysler, an authorized FCA dealer in Salamanca, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Rock City Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that

its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

134. Plaintiff, Jeff Schoonover (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Colorado, residing in the City of Wellington, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 25, 2015, at Fort Collins Dodge Chrysler Jeep, an authorized FCA dealer in Fort Collins, Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Fort Collins Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-

world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

135. Plaintiff, Jeffrey Weier (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Wisconsin, residing in the City of Suring, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 29, 2014, at Gandrud Motor Company, an authorized FCA dealer in Greenbay, Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Gandrud Motor Company to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving

conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

136. Plaintiff, Jeffrey Bax (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Missouri, residing in the City of California, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 15, 2016, at Spielers, an authorized FCA dealer in California, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Spielers to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions;

and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

137. Plaintiff, Jeffrey & Brandon Woodall (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Florida, residing in the City of Davie, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 25, 2015, at Arrigo Dodge Chrysler Jeep Sawgrass, an authorized FCA dealer in Tamarac, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Arrigo Dodge Chrysler Jeep Sawgrass to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power,

performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

138. Plaintiff, Jeffrey Michener (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Pennsylvania, residing in the City of Harleysville, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 28, 2014, at Bergeys, an authorized FCA dealer in Souderton, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Bergeys to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy

without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

139. Plaintiff, Jeremy Hornack (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Palm Coast, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1, 2017 at Murray Chrysler Dodge Jeep Ram of Starke, an authorized FCA dealer in Starke, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Murray Chrysler Dodge Jeep Ram of Starke to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has

suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

140. Plaintiff, Jim Zinda (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Montana, residing in the City of Wibaux, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 10, 2016, at HKT, an authorized FCA dealer in Glendive, Montana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to HKT to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,

and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

141. Plaintiff, Jimmy & Rene Flippen (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Oklahoma, residing in the City of Waurika, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 11, 2016, at Byford Chrysler Dodge Jeep Ram Duncan, an authorized FCA dealer in Duncan, Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Byford Chrysler Dodge Jeep Ram Duncan to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of

Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

142. Plaintiff, Joe Laverdiere (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Illinois, residing in the City of Peoria, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 13, 2015, at Sam Leman Peoria, an authorized FCA dealer in Peoria, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Sam Leman Peoria to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would

have paid less for it, had Defendants not concealed the unauthorized emission control devices.

143. Plaintiff, John Donohoe (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Nebraska, residing in the City of North Platte, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 1, 2016, at Janssen Motors, an authorized FCA dealer in North Platte, Nebraska. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Janssen Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

144. Plaintiff, John Lazore (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of New York, residing in the City of Hogansburg, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 3, 2015, at Blevins Dodge, an authorized FCA dealer in Massena, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Blevins Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

145. Plaintiff, John Lance (for the purpose of this paragraph, “Plaintiff”), a citizen of

the State of Oklahoma, residing in the City of Clayton, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 14, 2015, at Seth Wadley Auto Group, an authorized FCA dealer in Pauls Valley, Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Seth Wadley Auto Group to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

146. Plaintiff, John McGarry (for the purpose of this paragraph, “Plaintiff”), a citizen of

the State of New York, residing in the City of Highland Lake, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 1, 2016, at Milford Chrysler Jeep Dodge, an authorized FCA dealer in Milford, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Milford Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

147. Plaintiff, John Neumayer (for the purpose of this paragraph, “Plaintiff”), a citizen

of the State of Florida, residing in the City of Lecanto, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 16, 2016, at Acura or Avon, an authorized FCA dealer in Canton, Connecticut. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Acura or Avon to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

148. Plaintiff, Jonathan Proctor (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Pennsylvania, residing in the City of Irwin, bought a 2014 Dodge Ram 1500

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 2, 2016, at Kenny Ross, an authorized FCA dealer in Adamsburg, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Kenny Ross to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

149. Plaintiff, Jordan Turske (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Ohio, residing in the City of Reynoldsburg, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 30,

2016, at Liberty Chrysler, an authorized FCA dealer in Pataskala, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Liberty Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

150. Plaintiff, Jose Mejia (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of North Carolina, residing in the City of Durham, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 19, 2017 at Capital Chrysler Jeep Dodge In Garner, an authorized FCA dealer in Garner, North Carolina.

Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Capital Chrysler Jeep Dodge In Garner to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

151. Plaintiff, Joseph McCrumb (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Michigan, residing in the City of Portland, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 15, 2016, at Jim Riehls Friendly Dodge, an authorized FCA dealer in Lapeer, Michigan. Plaintiff

decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Jim Riehls Friendly Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

152. Plaintiff, Joseph HYTE Johnson (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arizona, residing in the City of Vail, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 4, 2014, at Larry H. Miller Dodge Ram, an authorized FCA dealer in Tucson, Arizona. Plaintiff decided to

buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Larry H. Miller Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

153. Plaintiff, Joshua Turner (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Michigan, residing in the City of Coahoma, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 2, 2015, at McFadden Friendly Motors, an authorized FCA dealer in South Haven, Michigan.

Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to McFadden Friendly Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

154. Plaintiff, Joyce Ciccone (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New Jersey, residing in the City of Augusta, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 15, 2015, at Franklin Sussex Auto Mall, an authorized FCA dealer in Sussex, New Jersey. Plaintiff decided

to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Franklin Sussex Auto Mall to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

155. Plaintiff, Justin Davis (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arizona, residing in the City of Junction City, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 19, 2018 at Cowboy Dodge, an authorized FCA dealer in Clinton, Arizona. Plaintiff decided to buy

the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Cowboy Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

156. Plaintiff, Justin Mays (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Kentucky, residing in the City of Pineville, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 5, 2016, at Tim Short Middlesboro, an authorized FCA dealer in Middlesboro, Kentucky. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel"

vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Tim Short Middlesboro to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

157. Plaintiff, Ken Trousdale (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Colorado, residing in the City of Peyton, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 6, 2016, at Colorado Springs Dodge, an authorized FCA dealer in Colorado Springs, Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an

“EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Colorado Springs Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

158. Plaintiff, Ken Sharpe (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Pennsylvania, residing in the City of Seneca, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 30, 2016, at Donovan & Bauer Auto Group, an authorized FCA dealer in Titusville, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

“EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Donovan & Bauer Auto Group to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

159. Plaintiff, Kenneth Nunez (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Louisiana, residing in the City of Opelousas, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 1, 2016, at Sterling Chrysler Jeep Dodge Ram, an authorized FCA dealer in Opelousas, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

“EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Sterling Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

160. Plaintiff, Kevin Morrison (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Florida, residing in the City of Cape Coral, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 14, 2015, at Douglas Jeep Chrysler Dodge Ram, an authorized FCA dealer in Venice, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

“EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Douglas Jeep Chrysler Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

161. Plaintiff, Kevin Massey (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Arizona, residing in the City of Greenbrier, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 29, 2015, at Red River Dodge Chrysler Jeep, an authorized FCA dealer in Heber Springs, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

“EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Red River Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

162. Plaintiff, Kim Hall (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of North Carolina, residing in the City of Como, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 6, 2015, at Greenbrier Dodge, an authorized FCA dealer in Chesapeake, Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced

emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Greenbrier Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

163. Plaintiff, Kimberly Miller (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Ohio, residing in the City of Cincinnati, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 23, 2015, at Northgate Chrysler Jeep, an authorized FCA dealer in Cincinnati, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on

which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Northgate Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

164. Plaintiff, Kimela Bryant (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of South Carolina, residing in the City of Monetta, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 22, 2016, at JT's Chrysler Jeep Dodge, an authorized FCA dealer in Lexington, South Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to JT's Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

165. Plaintiff, Kris Shepherd (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Oregon, residing in the City of Keizer, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 17, 2015, at Dave Smith Motors, an authorized FCA dealer in Kellogg, Idaho. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were

represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dave Smith Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

166. Plaintiff, Lance Popwell (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Louisiana, residing in the City of Farmerville, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1, 2016, at Brennan Dodge, an authorized FCA dealer in Ruston, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good

fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Brennan Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

167. Plaintiff, Larry Sosamon (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Illinois, residing in the City of Saybrook, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 7, 2014, at Shields Auto Center, an authorized FCA dealer in Rantoul, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

When Plaintiff went to Shields Auto Center to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

168. Plaintiff, Larry Maxa (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Idaho, residing in the City of Weiser, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 31, 2016, at Hometown Motors, an authorized FCA dealer in Weiser, Idaho. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Hometown Motors to purchase the Subject Vehicle, the sales associate touted the

Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

169. Plaintiff, Lennard Loupe (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Louisiana, residing in the City of Reserve, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 31, 2014, at Riverland Chrysler Dodge Jeep, an authorized FCA dealer in Laplace, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Riverland Chrysler Dodge Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel

economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

170. Plaintiff, Leslie James (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Colorado, residing in the City of Windsor, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 19, 2016, at Fort Collins Dodge Chrysler Jeep, an authorized FCA dealer in Fort Collins, Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Fort Collins Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel

economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

171. Plaintiff, Loren Heideman (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Oregon, residing in the City of Ione, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 15, 2016, at Toms Country Dodge, an authorized FCA dealer in Hermiston, Oregon. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Toms Country Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.

These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

172. Plaintiff, Louie Romero (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New Mexico, residing in the City of Santa Rosa, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 7, 2018 at Mark's Casa Chrysler Jeep, an authorized FCA dealer in Albuquerque, New Mexico. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Mark's Casa Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were

among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

173. Plaintiff, Luke David (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Louisiana, residing in the City of Gueydan, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2015, at Sterling Motors, an authorized FCA dealer in Jennings, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Sterling Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

174. Plaintiff, Marie & Verl Robbins (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Utah, residing in the City of Tremonton, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 8, 2014, at Heritage Motor, an authorized FCA dealer in Tremonton, Utah. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Heritage Motor to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know

that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

175. Plaintiff, Mark Seghetti, d/b/a R & B Outdoors, Inc. (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Oregon, residing in the City of Springfield, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1, 2016, at Lithia Chrysler Dodge Jeep Ram Fiat of Eugene, an authorized FCA dealer in Eugene, Oregon. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lithia Chrysler Dodge Jeep Ram Fiat of Eugene to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

176. Plaintiff, Mark Deemy (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arizona, residing in the City of Surprise, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 9, 2014, at Larry Miller Dodge Chrysler Jeep, an authorized FCA dealer in Surprise, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Larry Miller Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,

Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

177. Plaintiff, Ronald Macdonald (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Cross City, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 24, 2016, at Lake City Chrysler Dodge Jeep Ram, an authorized FCA dealer in Lake City, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lake City Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,

Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

178. Plaintiff, Michael Thomas (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Illinois, residing in the City of Dwight, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 20, 2016, Bought it Used from a Private Owner, in Dwight, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff decided to Purchase from a Private Owner, the seller touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by

emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

179. Plaintiff, Michael Balzhiser (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York, residing in the City of Endicott, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 19, 2016, at Binghamton Chrysler, an authorized FCA dealer in Binghamton, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Binghamton Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

180. Plaintiff, Michael Divona (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Callahan, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 20, 2015, at Murray Dodge Jeep Ram, an authorized FCA dealer in Starke, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Murray Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

181. Plaintiff, Michael Janssen (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Missouri, residing in the City of Hillsboro, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 15, 2016, at Lucas Smith, an authorized FCA dealer in Festus, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lucas Smith to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and

above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

182. Plaintiff, Michael Stuart (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Missouri, residing in the City of Lampe, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 4, 2014, at Corwin Ram, an authorized FCA dealer in Springfield, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Corwin Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

183. Plaintiff, Michele Carrano (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arizona, residing in the City of Golden Canyon, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 31, 2015, at Lilliston Dodge, an authorized FCA dealer in Millville, New Jersey. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lilliston Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to

deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

184. Plaintiff, Mike Stevens (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of South Dakota, residing in the City of Viborg, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1, 2014, at Billion Auto – Chrysler Jeep Dodge Ram In Sioux Falls, an authorized FCA dealer in Sioux Falls, South Dakota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Billion Auto – Chrysler Jeep Dodge Ram In Sioux Falls to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to

deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

185. Plaintiff, Mike Kolsch (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Nevada, residing in the City of Elko, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 15, 2014, at Elko Motor Co., an authorized FCA dealer in Elko, Nevada. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Elko Motor Co. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less

for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

186. Plaintiff, Mike Mcclowkey (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Washington, residing in the City of Hoquiam, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 20, 2016, at Five Star, an authorized FCA dealer in Aberdeen, Washington. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Five Star to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that

its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

187. Plaintiff, Mike Blizinski (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York, residing in the City of Loudonville, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 11, 2015, at Lia Chrysler Dodge Jeep, an authorized FCA dealer in Loudonville, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lia Chrysler Dodge Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-

world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

188. Plaintiff, Mike Doherty (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New Hampshire, residing in the City of Dublin, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 22, 2014, at Summit Chrysler, an authorized FCA dealer in Brattleboro, Vermont. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Summit Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions;

and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

189. Plaintiff, Miklos Toth (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Nevada, residing in the City of Ely, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2015, at Dave Smith Motors, an authorized FCA dealer in Kellogg, Idaho. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dave Smith Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy

without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

190. Plaintiff, Monte Paul & Devera Jean Oberlee (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Florida, residing in the City of Punta Gorda, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 15, 2015, at Son Nester Auto Group, an authorized FCA dealer in Houghton Lake, Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Son Nester Auto Group to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a

direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

191. Plaintiff, Morgan Green (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Pennsylvania, residing in the City of Scranton, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 31, 2015, at Scranton Dodge Chrysler Jeep Ram, an authorized FCA dealer in Scranton, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Scranton Dodge Chrysler Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

192. Plaintiff, Neil Durrant (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Idaho, residing in the City of Kuna, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2016, at Peterson Dodge Chrysler Jeep Ram, an authorized FCA dealer in Nampa, Idaho. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Peter Dodge Chrysler Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and

proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

193. Plaintiff, Paul Kearney (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Washington, residing in the City of Edmonds, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 5, 2016, at Rairdon Dodge Chrysler Keep of Kirkland, an authorized FCA dealer in Kirkland, Washington. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Rairdon Dodge Chrysler Keep of Kirkland to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has

suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

194. Plaintiff, Peter Ammirati (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York, residing in the City of Staten Island, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 7, 2016, at Route 18 Chrysler Jeep Dodge Ram, an authorized FCA dealer in New Brunswick, New Jersey. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Route 18 Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

195. Plaintiff, Peter Vigue (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Montana, residing in the City of Superior, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 11, 2016, at Dave Smith Motors, an authorized FCA dealer in Kellogg, Idaho. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dave Smith Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

196. Plaintiff, Randal & Virginia Smith (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Nevada, residing in the City of Laughlin, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 31, 2018 at Jones Ram/Chrysler, an authorized FCA dealer in Wickenburg, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Jones Ram/Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would

have paid less for it, had Defendants not concealed the unauthorized emission control devices.

197. Plaintiff, Randall Holdaway (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Florida, residing in the City of Lakewood Ranch, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 1, 2015, at Plaza Chrysler Dodge Jeep Ram, an authorized FCA dealer in Inverness, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Plaza Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission

control devices.

198. Plaintiff, Randall Peterson (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Illinois, residing in the City of Paris, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 3, 2016, at Diepholz Auto Group, an authorized FCA dealer in Paris, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Diepholz Auto Group to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

199. Plaintiff, Randall Long (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Nevada, residing in the City of Las Vegas, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 28, 2014, at Tobin Dodge, an authorized FCA dealer in Henderson, Nevada. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Tobin Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

200. Plaintiff, Randy Sturzenbecher (for the purpose of this paragraph, “Plaintiff”), a

citizen of the State of South Dakota, residing in the City of Black Hawk, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 11, 2015, from a Private Owner. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to the Private Owner to purchase the Subject Vehicle, the owner touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

201. Plaintiffs, Randy and Angie Reed (for the purpose of this paragraph, “Plaintiffs”), are citizens of the State of Oklahoma, residing in the City of Mcloud, bought a 2015 Dodge Ram

1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 1, 2016, at AutoMax Dodge Chrysler Jeep Ram, an authorized FCA dealer in Shawnee, Oklahoma. Plaintiffs decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recall visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiffs also recall seeing television commercials about the Subject Vehicles. When Plaintiffs went to AutoMax Dodge Chrysler Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiffs chose the Subject Vehicle. At the time of purchase, Plaintiffs did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiffs would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiffs have suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

202. Plaintiff, Ray Falk (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of New York, residing in the City of Beaver Falls, bought a 2014 Jeep Grand Cherokee

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 26, 2018 at Gerald A Nortz Inc. Chrysler, Dodge, Jeep, an authorized FCA dealer in Lowville, new York. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Gerald A Nortz Inc. Chrysler, Dodge, Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

203. Plaintiff, Raymond L. White (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Kansas, residing in the City of Garden City, bought a 2015 Dodge Ram 1500

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 18, 2018 at Merchants Fleet Management, an authorized FCA dealer in Hooksett, New Hampshire. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Merchants Fleet Management to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

204. Plaintiff, Alan Stcyr (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Virginia, residing in the City of Chesapeake, bought a 2016 Dodge Ram 1500 EcoDiesel®

(for the purpose of this paragraph, the “Subject Vehicle”) on or about November 3, 2017 at Hall Dodge, an authorized FCA dealer in Chesapeake, Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Hall Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

205. Plaintiff, Rex Hale (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Oklahoma, residing in the City of Vici, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 12, 2017 at Cummins

Chrysler, an authorized FCA dealer in Weatherford, Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Cummins Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

206. Plaintiff, Richard Bradley (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Tennessee, residing in the City of Lansing, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 18, 2017 at East Tennessee Ford, an authorized FCA dealer in Crossville, Tennessee. Plaintiff decided to

buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to East Tennessee Ford to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

207. Plaintiff, Richard Carr (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Jacksonville, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 30, 2016, at Daytona Dodge Chrysler Jeep Ram & Fiat, an authorized FCA dealer in Daytona Beach, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it

was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Daytona Dodge Chrysler Jeep Ram & Fiat to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

208. Plaintiff Richard Smith (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Kentucky, residing in the City of Cecilia, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 31, 2015, at Swope Chrysler Dodge Jeep Ram, an authorized FCA dealer in Elizabethtown, Kentucky. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

“EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Swope Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

209. Plaintiff, Richard Gange (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Washington, residing in the City of Vancouver, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 17, 2017 at Ron Tonkin, an authorized FCA dealer in Milwaukie, Oregon. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,

reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Ron Tonkin to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

210. Plaintiff, Robert Theser (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Oklahoma, residing in the City of Colcord, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 28, 2016, at McLarty Daniel Chrysler Dodge Jeep Ram Fiat, an authorized FCA dealer in Springdale, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting

the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to McLarty Daniel Chrysler Dodge Jeep and Fiat to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

211. Plaintiff, Robert Redman (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Ohio, residing in the City of Eaton, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 7, 2016, at SVG Chrysler Dodge Jeep Ram, an authorized FCA dealer in Easton, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the

Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to SVG Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

212. Plaintiff, Robert Kroener (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arizona, residing in the City of Scottsdale, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 30, 2015, at Earnhardt Chrysler Jeep Dodge Ram, an authorized FCA dealer in Gilbert, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Earnhardt Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

213. Plaintiff, Robert Graaf (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Missouri, residing in the City of Clever, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 29, 2015, at Fletcher Automotive, an authorized FCA dealer in Joplin, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the

Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Fletcher Automotive to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

214. Plaintiff, Robert Morris (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Kansas, residing in the City of Wichita, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 23, 2015, at Van Horn, an authorized FCA dealer in Plymouth, Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel

economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Van Horn to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

215. Plaintiff, Roberto Berenguer-Serrano (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Miami Beach, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 16, 2016, at Aventura CJ. LLC, an authorized FCA dealer in Miami Beach, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

Subject Vehicles. When Plaintiff went to Aventura CJ. LLC to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

216. Plaintiff, William Johnson (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of South Carolina, residing in the City of Ravenel, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1, 2014, at Rick Hendrick Dodge, an authorized FCA dealer in Charleston, South Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

Subject Vehicles. When Plaintiff went to Rick Hendrick Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

217. Plaintiff, Ron Hayden & Ashley Suran (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Ohio, residing in the City of Seven Hills, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 5, 2018 at North Coast Auto Mall, an authorized FCA dealer in Bedford, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject

Vehicles. When Plaintiff went to North Coast Auto Mall to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

218. Plaintiff, Ryan Holker (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Minnesota, residing in the City of Waverly, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 23, 2015, at Ray Automall, an authorized FCA dealer in Buffalo, Minnesota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

When Plaintiff went to Ryan Automall to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

219. Plaintiff, Ryan Scott (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Ohio, residing in the City of Chillicothe, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 27, 2017 at Ryan Scott, an authorized FCA dealer in Fairborn, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Ryan Scott to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's

EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

220. Plaintiff, Sara Batchelor (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Missouri, residing in the City of Saint Charles, bought a 2016 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 30, 2016, at South County Dodge, an authorized FCA dealer in Saint Louis, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to South County Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.

These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

221. Plaintiff, Scott Franzel (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Michigan, residing in the City of Sandusky, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1, 2014, at Tubbs Brothers Ford Chrysler Dodge Jeep Ram, an authorized FCA dealer in Sandusky, Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Tubbs Brothers Ford Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the

advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

222. Plaintiff, Scott Milne (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Washington, residing in the City of Cashmere, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 15, 2014, at Dave Smith Motors, an authorized FCA dealer in Kellogg, Idaho. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dave Smith Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons

Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

223. Plaintiff, Scott Fick (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Pennsylvania, residing in the City of Blandon, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2017 at Savage 61, an authorized FCA dealer in Reading, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Savage 61 to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

224. Plaintiff, Sean Conran (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Connecticut, residing in the City of Southington, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1, 2015, at Papa's Chrysler Dodge Jeep Ram, an authorized FCA dealer in New Britain, Connecticut. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Papa's Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels

that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

225. Plaintiff, Sean Conran (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Connecticut, residing in the City of Southington, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2017 at Milford Ford, an authorized FCA dealer in Milford, Connecticut. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Milford Ford to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and

above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

226. Plaintiff, Sherri Collins (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Loxahatchee, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 10, 2015, at Napleton, an authorized FCA dealer in Lake Park, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Napleton to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

227. Plaintiff, Slade D. Howell (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Alaska residing in the City of Anchorage, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 22, 2017 at Anchorage Chrysler Dodge Jeep Ram, an authorized FCA dealer in Anchorage, Alaska. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Anchorage Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices

designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

228. Plaintiff, Stephen Swanson (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Cottondale, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 25, 2016, at Palm Automotive, an authorized FCA dealer in Punta Gorda, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Palm Automotive to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to

deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

229. Plaintiff, Steve Conklin (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Colorado, residing in the City of Eagle, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 9, 2013, at AutoNation Chrysler Dodge Jeep Ram Southwest, an authorized FCA dealer in Littleton, Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to AutoNation Chrysler Dodge Jeep Ram Southwest to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers

and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

230. Plaintiff, Steven Fitzgerald (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Jacksonville, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 1, 2016, at Orange Park Dodge, an authorized FCA dealer in Jacksonville, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Orange Park Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

231. Plaintiff, Steven Seaberg (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Virginia, residing in the City of Glen Allen, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 16, 2015, at Lustine Chrysler Dodge Jeep Ram, an authorized FCA dealer in Woodbridge, Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lustine Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not

comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

232. Plaintiff, Steven Chauvin (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Pensacola, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 30, 2016, at Rainbow Chrysler Dodge Jeep, an authorized FCA dealer in Covington, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Rainbow Chrysler Dodge Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with

emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

233. Plaintiff, Teaguer Terrell (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Utah, residing in the City of South Jordan, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1, 2014, at LHM Chris Jeep Dodge Ram Sandy, an authorized FCA dealer in Sandy, Utah. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to LHM Chris Jeep Dodge Ram Sandy to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not

comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

234. Plaintiff, Terri Turnbull (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Iowa, residing in the City of Ankeny, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1, 2014, at Dewey Dodge Chrysler Jeep, an authorized FCA dealer in Ankeny, Iowa. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dewey Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission

standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

235. Plaintiff, Thomas Spalding (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arizona, residing in the City of Phoenix, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 13, 2015, at Larry Miller Ram, an authorized FCA dealer in Peoria, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Larry Miller Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that

its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

236. Plaintiff, Thomas Kosinski (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Tennessee, residing in the City of White Bluff, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 30, 2015, at Rockie Williams Premier Dodge Chrysler Jeep Ram, an authorized FCA dealer in Mt. Juliet, Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Rockie Williams Premier Dodge Chrysler Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment

system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

237. Plaintiff, Thomas J. & Gilbert Madonna (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Pennsylvania, residing in the City of Schwenksville, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 6, 2017 at Lansdale Chrysler Dodge Jeep Ram, an authorized FCA dealer in Montgomeryville, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lansdale Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that

its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

238. Plaintiff, Tim Byrd (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Louisiana, residing in the City of Baton Rouge, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 23, 2016, at Salsburg's Chrysler Dodge Jeep Ram, an authorized FCA dealer in Baton Rouge, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Salsburg's Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was

designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

239. Plaintiff, Tim Clampoli (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Missouri, residing in the City of Saint Louis, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 17, 2018 at Weiss Toyota, an authorized FCA dealer in Saint Louis, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Weiss Toyota to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions;

and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

240. Plaintiff, Timothy P. Woodson (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Oklahoma, residing in the City of Duncan, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 12, 2015, at Byford Dodge, an authorized FCA dealer in Duncan, Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Byford Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy

without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

241. Plaintiff, Todd Barrios (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Louisiana, residing in the City of Houma, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2015, at Southland Dodge Chrysler Jeep Ram Fiat, an authorized FCA dealer in Houma, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Southland Dodge Chrysler Jeep Ram Fiat to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a

direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

242. Plaintiff, Todd Barrios (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Louisiana, residing in the City of Houma, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2015, at Southland Dodge Chrysler Jeep Ram Fiat, an authorized FCA dealer in Houma, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Southland Dodge Chrysler Jeep Ram Fiat to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a

direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

243. Plaintiff, Tom & Sherri Catlin (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Illinois, residing in the City of Marseilles, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 17, 2015, at Dempsy's, an authorized FCA dealer in Plano, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dempsy's to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

244. Plaintiff, Robert Yakimchick (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Michigan, residing in the City of Columbus, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1, 2016, at Milosch's Palace Chrysler Dodge Jeep Ram, an authorized FCA dealer in Lake Orion, Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Milosch's Palace Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct,

and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

245. Plaintiff, Tommy H. Brown (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Idaho, residing in the City of Pocatello, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 1, 2016, at West Motor Ford, Inc., an authorized FCA dealer in Preston, Idaho. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to West Motor Ford, Inc. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would

have paid less for it, had Defendants not concealed the unauthorized emission control devices.

246. Plaintiff, Wade J. Lackey (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Oklahoma, residing in the City of Henryetta, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 1, 2017 at Mike Bailey Motors Incorporated, an authorized FCA dealer in Henryetta, Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Mike Bailey Motors Incorporated to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission

control devices.

247. Plaintiff, William Padrick Jr. (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Florida, residing in the City of Okeechobee, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 30, 2017 at Garber Buick GMC, an authorized FCA dealer in Fort Pierce, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Garber Buick GMC to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

248. Plaintiff, William Wheeler (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of North Carolina, residing in the City of Waynesville, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 14, 2016, at Jerry Ulm Dodge, an authorized FCA dealer in Tampa, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Jerry Ulm Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

249. Plaintiff, Alan Wright (for the purpose of this paragraph, “Plaintiff”), a citizen of

the State of Tennessee, residing in the City of Eads, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 1, 2013, at Collierville Chrysler Dodge Jeep Ram, an authorized FCA dealer in Collierville, Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Collierville Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

250. Plaintiff, Amy Mccarthy (for the purpose of this paragraph, “Plaintiff”), a citizen

of the State of Pennsylvania, residing in the City of Dallastown, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 12, 2016, at Len Stoler Chrysler Dodge Jeep, an authorized FCA dealer in Westminster, Maryland. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Len Stoler Chrysler Dodge Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

251. Plaintiff, Brandon Alexander LeBrun (for the purpose of this paragraph,

“Plaintiff”), a citizen of the State of Louisiana, residing in the City of Campti, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 2, 2014, at Shreveport Dodge Dealer, an authorized FCA dealer in Shreveport, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Shreveport Dodge Dealer to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

252. Plaintiff, David Meunier (for the purpose of this paragraph, “Plaintiff”), a citizen

of the State of Vermont, residing in the City of Enosburg Falls, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 30, 2015, at Bokan Chrysler Dodge Jeep Ram, an authorized FCA dealer in St Albans City, Vermont. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Bokan Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

253. Plaintiff, Gary Luster & Phyllis Marie Anderson (for the purpose of this paragraph,

“Plaintiff”), citizens of the State of Florida, residing in the City of Avon Park, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 21, 2018 at Nicks Motor Sales, an authorized FCA dealer in Kalkaska, Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Nicks Motor Sales to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

254. Plaintiff, James Mikles (for the purpose of this paragraph, “Plaintiff”), a citizen of

the State of Arizona, residing in the City of Scranton, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 7, 2015, at Medina Auto Mall, an authorized FCA dealer in Medina, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Medina Auto Mall to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

255. Plaintiff, Jason Trotter (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Oklahoma, residing in the City of Sand Springs, bought a 2014 Jeep Grand Cherokee

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 1, 2014, at South Pointe Chrysler Jeep Dodge Ram, an authorized FCA dealer in Tulsa, Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to South Pointe Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

256. Plaintiff, John Stork (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Oklahoma, residing in the City of Pocola, bought a 2015 Dodge Ram 1500 EcoDiesel®

(for the purpose of this paragraph, the “Subject Vehicle”) on or about November 2, 2017 at Wright County Motors Inc., an authorized FCA dealer in Clarion, Iowa. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Wright County Motors Inc. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

257. Plaintiff, Matthew Luckett (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Florida, residing in the City of Fort Lauderdale, bought a 2014 Dodge Ram 1500

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 1, 2014, at Napleton Northlake Chrysler Dodge Jeep Ram, an authorized FCA dealer in Lake Park, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Napleton Northlake Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

258. Plaintiff, Russell and Joella Tabaka (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Illinois, residing in the City of Volo, bought a 2016 Dodge Ram 1500

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 6, 2016, at Kunes Country Chrysler Dodge Jeep Ram of Woodstock, an authorized FCA dealer in Woodstock, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Kunes Country Chrysler Dodge Jeep Ram of Woodstock to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

259. Plaintiff, Stephen Joseph Podolak (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Maryland, residing in the City of Elkton, bought a 2016 Jeep Grand

Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 24, 2016, at Country Chrysler Dodge Jeep Ram, an authorized FCA dealer in Oxford, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Country Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

260. Plaintiff, Tony Hutchinson (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Oklahoma, residing in the City of Ardmore, bought a 2015 Dodge Ram 1500

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 1, 2016, at Carter County Didge Chrysler Jeep, an authorized FCA dealer in Ardmore, Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Carter County Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

261. Plaintiff, William Akins (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Colorado, residing in the City of Elbert, bought a 2014 Jeep Grand Cherokee

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 23, 2016, at Carmax, an authorized FCA dealer in Elbert, Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Carmax to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

262. Plaintiff, Andrew Thomas (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of North Carolina, residing in the City of Raleigh, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 1,

2017 at Westgate Auto Group, LLC, an authorized FCA dealer in Raleigh, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Westgate Auto Group, LLC to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

263. Plaintiff, Angelo Huerta (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Oklahoma, residing in the City of Sand Springs, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 9,

2016, at Bartlesville Chrysler Dodge Ram Jeep, an authorized FCA dealer in Bartlesville, Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Bartlesville Chrysler Dodge Ram Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

264. Plaintiff, Bill Plagianakos (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Pennsylvania, residing in the City of Gettysburg, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2015,

at Addy's Harbor Dodge Ram Fiat, an authorized FCA dealer in Myrtle Beach, South Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Addy's Harbor Dodge Ram Fiat to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

265. Plaintiff, Brent Burton (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Montana, residing in the City of Colstrip, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2015, at Kupper

Chevrolet, an authorized FCA dealer in Mandan, North Dakota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Kupper Chevrolet to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

266. Plaintiff, Brent Burton (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Montana, residing in the City of Colstrip, bought a 2014 Dodge Ram EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 14, 2015, at Kelly Marie Amatna. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that

it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Kelly Marie Amatna to purchase the Subject Vehicle, the seller touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

267. Plaintiff, Brian Ashworth (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Florida, residing in the City of Melbourne, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 31, 2016, at Schumacher Automotive, an authorized FCA dealer in Delray Beach, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

“EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Schumacher Automotive to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

268. Plaintiff, Brian Delaney (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Nevada, residing in the City of Pahrump, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 5, 2015, at Saitta Trudeau Chrysler Jeep Dodge, an authorized FCA dealer in Pahrump, Nevada. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”

vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Saitta Trudeau Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

269. Plaintiff, Brian Lewandowski (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Wisconsin, residing in the City of Cochrane, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 28, 2016, at Eau Claire Chrysler Dodge Jeep Ram, an authorized FCA dealer in Eau Claire, Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an

“EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Eau Claire Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

270. Plaintiff, Brooks H. Moore (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Montana, residing in the City of Jackson, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 21, 2014, at Morlan Chrysler, an authorized FCA dealer in Cape Girardeau, Montana. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel”

vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Morlan Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

271. Plaintiff, Carl Barber (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Ohio, residing in the City of Russellville, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 22, 2016, at Mt. Orab Auto Mall, an authorized FCA dealer in Mt. Orab, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced

emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Mt. Orab Auto Mall to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

272. Plaintiff, Chad Carter (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Iowa, residing in the City of Des Moines, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2015, at Dewey Dodge Chrysler Jeep, an authorized FCA dealer in Ankeny, Iowa. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the

Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dewey Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

273. Plaintiff, Chad Koep (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Minnesota, residing in the City of Lakefield, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 31, 2014, at Billion Auto – Chrysler Jeep Dodge Ram in Sioux Falls, an authorized FCA dealer in Sioux Falls, South Dakota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting

the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Billion Auto – Chrysler Jeep Dodge Ram in Sioux Falls to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

274. Plaintiff, Chad Koep (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Minnesota, residing in the City of Lakefield, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 14, 2015, at Billion Auto – Chrysler Jeep Dodge Ram in Sioux Falls, an authorized FCA dealer in Sioux Falls, South Dakota. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting

the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Billion Auto – Chrysler Jeep Dodge Ram in Sioux Falls to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

275. Plaintiff, Charles Lauziere (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of New Jersey, residing in the City of Washington, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 1, 2016, at John Johnson Dodge Chrysler Jeep Ram, an authorized FCA dealer in Washington, New Jersey. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to John Johnson Dodge Chrysler Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

276. Plaintiff, Charles Piazza (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Illinois, residing in the City of Hampshire, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2014, at Barkau Automotive, an authorized FCA dealer in Stockton, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the

Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Barkau Automotive to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

277. Plaintiff, Chuck McClaugherty (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Oregon, residing in the City of Oregon City, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2016, from a "Private Party". Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls

seeing television commercials about the Subject Vehicles. When Plaintiff went to “Private Party” to purchase the Subject Vehicle, the sales person touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

278. Plaintiff, Daniel & Traci Ramsey (for the purpose of this paragraph, “Plaintiff”), citizens of the State of Kentucky, residing in the City of Richmond, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 28, 2016, at Jeff Wyler Eastgate, Inc., an authorized FCA dealer in Batavia, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

When Plaintiff went to Jeff Wyler Eastgate, Inc. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

279. Plaintiff, Daniel & Laura Zamora (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Oregon, residing in the City of Grants Pass, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2016, at Lithia Chrysler Jeep Dodge of Grants Pass, an authorized FCA dealer in Grants Pass, Oregon. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials

about the Subject Vehicles. When Plaintiff went to Lithia Chrysler Jeep Dodge of Grants Pass to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

280. Plaintiff, Dean Allmon (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Lake Worth, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 5, 2015, at Arrigo Dodge Chrysler Jeep Ram West Palm Beach, an authorized FCA dealer in West Palm Beach, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television

commercials about the Subject Vehicles. When Plaintiff went to Arrigo Dodge Chrysler Jeep Ram West Palm Beach to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

281. Plaintiff, Derrick Jack (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Missouri, residing in the City of Springfield, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1, 2017 at Corwin CDJR Fiat, an authorized FCA dealer in Springfield, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject

Vehicles. When Plaintiff went to Corwin CDJR Fiat to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

282. Plaintiff, Don Lange (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York, residing in the City of Buffalo, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2015, at Transitown Plaza, an authorized FCA dealer in Williamsville, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

When Plaintiff went to Transitown Plaza to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

283. Plaintiff, Eric Vera (for the purpose of this paragraph, "Plaintiff"), citizen of the State of Nebraska, residing in the City of Omaha, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1, 2016, at Baxter Ford South, an authorized FCA dealer in Omaha, Nebraska. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Baxter Ford South to purchase the Subject Vehicle, the sales associate touted the

Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

284. Plaintiff, Gilder Whitlock (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Jacksonville, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 29, 2015, at Jacksonville CJD, an authorized FCA dealer in Jacksonville, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Jacksonville CJD to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These

representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

285. Plaintiff, Gordon Shrader (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Nebraska, residing in the City of Fordyce, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 10, 2016, at Airpark Dodge Chrysler Jeep, an authorized FCA dealer in Scottsdale, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Airpark Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the

primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

286. Plaintiff, Greg Griewel (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Wisconsin, residing in the City of Marshfield, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2018 at Village Auto of Pulaski, an authorized FCA dealer in Milltown, Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Village Auto of Pulaski to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons

Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

287. Plaintiff, Greg Shea (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Kentucky, residing in the City of Bowling Green, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 12, 2016, at Dona Franklin, an authorized FCA dealer in Somerset, Kentucky. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dona Franklin to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

288. Plaintiff, Gregory Fenstermaker (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York, residing in the City of East Amherst, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 23, 2015, at Hondru Dodge, an authorized FCA dealer in Elizabethtown, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Hondru Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

289. Plaintiff, Harold Joseph Piele (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Nevada, residing in the City of Henderson, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 26, 2016, at Towbin Dodge, LLC, an authorized FCA dealer in Henderson, Nevada. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Towbin Dodge, LLC to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

290. Plaintiff, Janie Pooler (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Louisiana, residing in the City of Lafayette, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 15, 2016, at Acadiana Dodge Chrysler Jeep Ram, Fiat, an authorized FCA dealer in Lafayette, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Acadiana Dodge Chrysler Jeep Ram, Fiat to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by

emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

291. Plaintiff, Jeff Kays (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Oklahoma, residing in the City of Wilson, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 23, 2015, at Carter County Dodge Chrysler Jeep, an authorized FCA dealer in Ardmore, Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Carter County Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx

at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

292. Plaintiff, Jim Heiser (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Illinois, residing in the City of Kewanee, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1, 2015, at Yemm Chevrolet Buick GMC Chrysler Dodge Jeep Ram, an authorized FCA dealer in Galesburg, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Yemm Chevrolet Buick GMC Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised

only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

293. Plaintiff, Joe Elco (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York, residing in the City of Bay Shore, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2015, at Atlantic Chrysler Jeep Dodge Ram, an authorized FCA dealer in West Islip, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Atlantic Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels

that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

294. Plaintiff, Jon Elsasser (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of South Dakota, residing in the City of Winner, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 21, 2015, at Frontier Motors Incorporated, an authorized FCA dealer in Winner, South Dakota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Frontier Motors Incorporated to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels

that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

295. Plaintiff, Joseph HYTE Johnson (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arizona, residing in the City of Vail, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 15, 2015, at Larry H. Miller Dodge, an authorized FCA dealer in Tucson, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Larry H. Miller Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised

and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

296. Plaintiff, Josh Francis (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Illinois, residing in the City of Belleville, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 6, 2018 at Travers Auto Plex, an authorized FCA dealer in Eureka, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Travers Auto Plex to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

297. Plaintiff, K.C. Moore (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Kansas, residing in the City of Lawrence, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 25, 2017 at Laird Noller Ford Topeka, an authorized FCA dealer in Topeka, Kansas. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Laird Noller Ford Topeka to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission

tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

298. Plaintiff, Kenyon Shephard (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Colorado, residing in the City of Evergreen, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 22, 2018 at Christopher's Dodge World, an authorized FCA dealer in Golden, Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Christopher's Dodge World to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission

tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

299. Plaintiff, Kurtis Melin (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of South Carolina, residing in the City of Spartanburg, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 1, 2016, at Steve White Motors, an authorized FCA dealer in Newton, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Steve White Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to

deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

300. Plaintiff, Larry Brown (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Missouri, residing in the City of Purdy, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2014, at Fletcher Superstore, an authorized FCA dealer in Joplin, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Fletcher Superstore to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

301. Plaintiff, Lauren Steff (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York, residing in the City of Machias, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 20, 2018 at Delacy Ford, an authorized FCA dealer in Elma, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Delacy Ford to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that

its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

302. Plaintiff, Laurence Carroll (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Montana, residing in the City of Helena, bought a 2016 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1, 2016, at Lithia Chrysler Jeep Dodge of Helena, an authorized FCA dealer in Helena, Montana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lithia Chrysler Jeep Dodge of Helena to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate

during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

303. Plaintiff, Levent Altunova (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Montana, residing in the City of Belgrade, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2016, at Billion Dodge Chrysler Jeep, an authorized FCA dealer in Bozeman, Montana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Billion Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving

conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

304. Plaintiff, Levi Kimsey (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arizona, residing in the City of Ozark, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 2, 2018 at Whitson Morgan, an authorized FCA dealer in Clarksville, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Whitson Morgan to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions;

and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

305. Plaintiff, Lloyd Howard (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Oklahoma, residing in the City of Holdenville, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 9, 2017 at Landers Chrysler Dodge Jeep Ram of Norman, an authorized FCA dealer in Norman, Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Landers Chrysler Dodge Jeep Ram of Norman to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the

advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

306. Plaintiff, Marc Hopton (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Ohio, residing in the City of Vermillion, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 2, 2018 at Slimans Sales & Service, an authorized FCA dealer in Amherst, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Slimans Sales & Service to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy

without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

307. Plaintiff, Matt Buck (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Illinois, residing in the City of Prophetstown, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 12, 2017 at Kunes Country Chrysler Dodge Jeep Ram of Sterling, an authorized FCA dealer in Sterling, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Kunes Country Chrysler Dodge Jeep Ram of Sterling to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests.

Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

308. Plaintiff, Michael Boales (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arizona, residing in the City of Mesa, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 16, 2017 at Autonation CDJR, an authorized FCA dealer in Phoenix, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Autonation CDJR to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of

Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

309. Plaintiff, Michael Morrison (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Ohio, residing in the City of Willoughby, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 25, 2016, at Deacon's Chrysler Dodge Jeep Ram, an authorized FCA dealer in Mayfield, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Deacon's Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have

purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

310. Plaintiff, Michael Sherfey (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Virginia, residing in the City of Luray, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 14, 2014, at Dick Meyers Chrysler Jeep Dodge Ram, an authorized FCA dealer in Harrisonburg, Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dick Meyers Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have

purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

311. Plaintiff, Nicky Herrington (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Florida, residing in the City of Jacksonville, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 1, 2016, at Jacksonville CDJR, an authorized FCA dealer in Jacksonville, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Jacksonville CDJR to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would

have paid less for it, had Defendants not concealed the unauthorized emission control devices.

312. Plaintiff, Norbert Kucharek (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of New York, residing in the City of Staten Island, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 1, 2017 at Island Chrysler Dodge Jeep Ram, an authorized FCA dealer in Staten Island, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Island Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission

control devices.

313. Plaintiff, Patti & Robert Fobia (for the purpose of this paragraph, “Plaintiff”), citizens of the State of Pennsylvania, residing in the City of Spring City, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 1, 2016, at Tri County CDJR, an authorized FCA dealer in Limerick, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Tri County CDJR to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control

devices.

314. Plaintiff, Paul Kearney (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Washington, residing in the City of Edmonds, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 5, 2016, at Rairdon’s Chrysler Dodge Jeep Ram of Kirkland, an authorized FCA dealer in Kirkland, Washington. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Rairdon’s Chrysler Dodge Jeep Ram of Kirkland to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid

less for it, had Defendants not concealed the unauthorized emission control devices.

315. Plaintiff, Peter Cacoperdo (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Florida, residing in the City of Port Salerno, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 6, 2016, at Arrigo Dodge Chrysler Jeep Ram Fiat Ft. Pierce, an authorized FCA dealer in Fort Pierce, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Arrigo Dodge Chrysler Jeep Ram Fiat Ft. Pierce to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid

less for it, had Defendants not concealed the unauthorized emission control devices.

316. Plaintiff, Peter Cacoperdo (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Florida, residing in the City of Port Salerno, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 13, 2017 at Smith Haven Chrysler Jeep Dodge Ram, an authorized FCA dealer in St. James, new York. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Smith Have Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the

unauthorized emission control devices.

317. Plaintiff, Ray Falk (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of New York, residing in the City of Beaver Falls, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 1, 2015, at Gerald Nortz Inc., an authorized FCA dealer in Lowville, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Gerald Nortz Inc. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

318. Plaintiff, Robert Allen (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Florida, residing in the City of Ocoee, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 15, 2015, at Central Florida Chrysler Jeep Dodge Ram, an authorized FCA dealer in Orlando, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Central Florida Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

319. Plaintiff, Robert Anderson (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Wisconsin, residing in the City of Mattoon, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 1, 2014, at Iverson Chrysler, an authorized FCA dealer in Mitchell, South Dakota. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Iverson Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

320. Plaintiff, Robert Peck (for the purpose of this paragraph, “Plaintiff”), a citizen of

the State of Nevada, residing in the City of Dayton, bought a 2016 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 19, 2016, at Lithia Chrysler Jeep of Reno, an authorized FCA dealer in Reno, Nevada. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lithia Chrysler Jeep of Reno to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

321. Plaintiff, Samuel Gross (for the purpose of this paragraph, “Plaintiff”), a citizen of

the State of Arizona, residing in the City of Mesa, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 1, 2016, at Heggs Chrysler Dodge Ram, an authorized FCA dealer in Mesa, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Heggs Chrysler Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

322. Plaintiff, Judy & Ronald Simmons (for the purpose of this paragraph, “Plaintiff”),

citizens of the State of Florida, residing in the City of Milton bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 1, 2016, at Sandy Sansing Chrysler Dodge Jeep Ram, an authorized FCA dealer in Milton, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Sandy Sansing Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

323. Plaintiff, Stephen Cimilluca (for the purpose of this paragraph, “Plaintiff”), a

citizen of the State of New York, residing in the City of Syracuse, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 1, 2016, at Nye Chrysler Dodge Jeep Ram, an authorized FCA dealer in Oneida, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Nye Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

324. Plaintiff, Terry Rosenberg (for the purpose of this paragraph, “Plaintiff”), a citizen

of the State of New York, residing in the City of Wyoming, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 1, 2016, at McClurg Chrysler Dodge Jeep, an authorized FCA dealer in Perry, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to McClurg Chrysler Dodge Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

325. Plaintiff, Todd Bierk (for the purpose of this paragraph, “Plaintiff”), a citizen of

the State of Missouri, residing in the City of Perryville, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 1, 2016, at Morlan Chrysler, an authorized FCA dealer in Cape Girardeau, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Morlan Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

326. Plaintiff, Tony S. Conley (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Kentucky, residing in the City of London, bought a 2014 Dodge Ram 1500

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 29, 2014, at Tim Short Chrysler of Middlesboro, an authorized FCA dealer in Middlesboro, Kentucky. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Tim Short Chrysler of Middlesboro to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

327. Plaintiff, Donald Wacek (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Oregon, residing in the City of Grants Pass, bought a 2015 Jeep Grand Cherokee

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 1, 2015, at Lithia Chrysler Jeep Dodge of Grants Pass, an authorized FCA dealer in Grants Pass, Oregon. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lithia Chrysler Jeep Dodge of Grants Pass to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

328. Plaintiff, Marvin Rambel (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Arizona, residing in the City of Tucson, bought a 2016 Dodge Ram 1500

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 1, 2016, at Larry H. Miller Dodge Ram Tucson, an authorized FCA dealer in Tucson, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Larry H. Miller Dodge Ram Tucson to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

329. Plaintiff, Ernest Hodgdon (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Florida, residing in the City of Lady Lake, bought a 2014 Dodge Ram 1500

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 1, 2015, at Advantage Chrysler Dodge Jeep Ram, an authorized FCA dealer in Mt. Dora, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Advantage Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

330. Plaintiff, Jeffrey Greenwood (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Florida, residing in the City of Fort Myers, bought a 2015 Dodge Ram 1500

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 1, 2015, at Galeana Chrysler Dodge Jeep Ram, an authorized FCA dealer in Fort Myers, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Galeana Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

331. Plaintiff, Jared Nagel (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Wisconsin, residing in the City of Westby, bought a 2014 Dodge Ram 1500

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 17, 2016, at Stevens Point Chrysler Dodge Jeep Ram, an authorized FCA dealer in Stevens Point, Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Stevens Point Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

332. Plaintiff, Brandon Crookes (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Florida, residing in the City of Fort Lauderdale, bought a 2014 Dodge Ram 1500

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 30, 2014, at Massey Yardley Jeep Chrysler Dodge Ram, an authorized FCA dealer in Plantation, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Massey Yardley Jeep Chrysler Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

333. Plaintiff, Robert Bell (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Florida, residing in the City of Pensacola, bought a 2016 Dodge Ram 1500 EcoDiesel®

(for the purpose of this paragraph, the “Subject Vehicle”) on or about September 1, 2016, at Hill-Kelly Dodge, an authorized FCA dealer in Pensacola, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Hill-Kelly Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

334. Plaintiff, Kilo & Natalie Varble (for the purpose of this paragraph, “Plaintiff”), citizens of the State of Idaho, residing in the City of Coeur D’Alene, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 17,

2018 at Parker Toyota, an authorized FCA dealer in Coeur D’Alene, Idaho. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Parker Toyota to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

335. Plaintiff, Steve Young d/b/a Wrecker One (for the purpose of this paragraph, “Plaintiff”), doing business in the State of Ohio, residing in the City of Columbus, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 25, 2014, at Tri-County Chrysler Dodge Jeep Ram, an authorized FCA dealer in

Heath, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Tri-County Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

336. Plaintiff, Jeff & Terri Robinson (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Missouri, residing in the City of Doniphan, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 8, 2015, at King Cotton Chrysler Dodge Jeep Ram, an authorized FCA dealer in Covington, Tennessee.

Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to King Cotton Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

337. Plaintiff, Patrick Hair & Angelica Eller (for the purpose of this paragraph, "Plaintiff"), citizens of the State of South Carolina, residing in the City of Beaufort, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 23, 2018 at Butler Chrysler Dodge Jeep, an authorized FCA dealer in Beaufort, South

Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Butler Chrysler Dodge Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

338. Plaintiff, Harry Potter (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of North Carolina, residing in the City of Sunbury, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 8, 2017 at Carolina Chrysler Dodge Jeep Ram, an authorized FCA dealer in Elizabeth City, North

Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Carolina Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

339. Plaintiff, Nathan Baisley (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Okeechobee, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 1, 2015, at Arrigo Dodge, an authorized FCA dealer in Fort Pierce, Florida. Plaintiff decided to buy the

Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Arrigo Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

340. Plaintiff, Ronald MacDonald (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Cross City, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 12, 2015, at Sun Belt Lake City, an authorized FCA dealer in Lake City, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle

(i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Sun Belt Lake City to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

341. Plaintiff, Nick Butters (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Utah, residing in the City of Salt Lake, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 13, 2018 at Salt Lake Valley Automotive, an authorized FCA dealer in South Salt Lake, Utah. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the

Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Salt Lake Valley Automotive to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

342. Plaintiff, George S. Leblanc (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Louisiana, residing in the City of Erath, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 26, 2013, at Acadiana Dodge Chrysler Jeep Ram Fiat, an authorized FCA dealer in Lafayette, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting

the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Acadiana Dodge Chrysler Jeep Ram Fiat to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

343. Plaintiff, Roy McKenney (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Delaware, residing in the City of Milford, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 12, 2014, at Holden Dodge Chrysler Jeep Ram, an authorized FCA dealer in Dover, Delaware. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram

website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Holden Dodge Chrysler Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

344. Plaintiff, Timothy Shanks (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Iowa, residing in the City of Roland, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 22, 2016, at Pat Clemons Inc., an authorized FCA dealer in Boone, Iowa. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject

Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Pat Clemons Inc. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

345. Plaintiff, Rick Bunch (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Nevada, residing in the City of Las Vegas, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2015, from a private owner in Nevada. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff

also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to the private owner to purchase the Subject Vehicle, the private owner touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

346. Plaintiff, Richard Rausch (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Iowa, residing in the City of Waucoma, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 9, 2015, at Birdnow Motor Trade Oelwein, an authorized FCA dealer in Oelwein, Iowa. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject

Vehicles. When Plaintiff went to Birdnow Motor Trade Oelwein to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

347. Plaintiff, Alfred Herrera (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Colorado, residing in the City of Fulton, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 15, 2015, at Larry H. Miller Chrysler Dodge Jeep Ram, an authorized FCA dealer in Denver, Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

Subject Vehicles. When Plaintiff went to Larry H. Miller Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

348. Plaintiff, Nathan Dakota Hale (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Tennessee, residing in the City of Crossville, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 18, 2018 at Jason Lewis Chrysler Dodge Jeep Ram, an authorized FCA dealer in Sparta, Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television

commercials about the Subject Vehicles. When Plaintiff went to Jason Lewis Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

349. Plaintiff, Troy Zapara_ (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arizona, residing in the City of Buckeye, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 6, 2015, at Cutter Chrysler Jeep Dodge Of Honolulu, an authorized FCA dealer in Honolulu, Hawaii. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

Subject Vehicles. When Plaintiff went to Cutter Chrysler Jeep Dodge of Honolulu to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

350. Plaintiff, Anthony Stockdale (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Pennsylvania, residing in the City of Waynesburg, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 30, 2014, at Ron Lewis Chrysler Dodge Jeep Ram Waynesburg, an authorized FCA dealer in Waynesburg, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls

seeing television commercials about the Subject Vehicles. When Plaintiff went to Ron Lewis Chrysler Dodge Jeep Ram Waynesburg to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

351. Plaintiff, Cody Langlois (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Connecticut, residing in the City of Eastford, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2017 at Bundy Motors, an authorized FCA dealer in Tolland, Connecticut. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

When Plaintiff went to Bundy Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

352. Plaintiff, Donald & Linda Lamson (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Washington, residing in the City of Oak Harbor, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 5, 2016, at Oak Harbor Motors, an authorized FCA dealer in Oak Harbor, Washington. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Oak harbor Motors to purchase the Subject Vehicle, the

sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

353. Plaintiff, Noel Vazquez (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Colorado, residing in the City of Ault, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 22, 2017 at Larry H. Miller Nissan, an authorized FCA dealer in Denver, Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Larry H. Miller Nissan to purchase the Subject Vehicle, the sales associate

touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

354. Plaintiff, Russell Grief (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Pennsylvania, residing in the City of Sidman, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2018 at Royers 322 Motors, an authorized FCA dealer in Dubois, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Royers 322 Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance.

These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

355. Plaintiff, Blenda Bowman (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Tennessee, residing in the City of Gallatin, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1, 2017 at Chris Flatt (private owner), an authorized FCA dealer in Gallatin, Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Chris Flatt (private owner) to purchase the Subject Vehicle, the seller touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the

primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

356. Plaintiff, James Johnson & Michael Bolton (for the purpose of this paragraph, "Plaintiff"), citizens of the State of New York, residing in the City of Rome, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 29, 2016, at Sun Chevrolet, an authorized FCA dealer in Chittenango, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Sun Chevrolet to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the

primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

357. Plaintiff, Howard James Garel (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Utah, residing in the City of Saint George, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1, 2016, at O'Meara Ford Service, an authorized FCA dealer in Northglenn, Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to O'Meara Ford Service to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the

primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

358. Plaintiff, Jason VanLoo (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Missouri, residing in the City of Jefferson City, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 15, 2016, at Beck Motors, an authorized FCA dealer in Freeburg, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Beck Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

359. Plaintiff, Gerald & Sharon Parker (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Florida, residing in the City of Grand Island, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 15, 2015, at Advantage Dodge Jeep, an authorized FCA dealer in Mount Dora, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Advantage Dodge Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know

that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

360. Plaintiff, Jimmy Steen (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Dover, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 3, 2016, at Courtesy Chrysler Jeep Dodge Ram Tampa, an authorized FCA dealer in Tampa, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Courtesy Chrysler Jeep Dodge Ram Tampa to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,

Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

361. Plaintiff, Jason Reigelsperger (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Ohio, residing in the City of Bellbrook, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 30, 2016, at Key Chrysler Jeep Dodge Ram – Tobey Auto Group, an authorized FCA dealer in Xenia, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Key Chrysler Jeep Dodge Ram – Tobey Auto Group to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject

Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

362. Plaintiff, Joey Lea & Mark McVane (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Oregon, residing in the City of Adams, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 31, 2016, at Dave Smith Chrysler Dodge Jeep Ram, an authorized FCA dealer in Kellogg, Idaho. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dave Smith Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,

Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

363. Plaintiff, Jason Mull (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Colorado, residing in the City of Grand Junction, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 12, 2015, at Peterson Chevrolet Buck Cadillac Service, an authorized FCA dealer in Boise, Idaho. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Peterson Chevrolet Buck Cadillac Service to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of

purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

364. Plaintiff, John A. Barone (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York, residing in the City of Patterson, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2014, at Meadowland of Carmel, an authorized FCA dealer in Carmel Hamlet, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Meadowland of Carmel to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know

that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

365. Plaintiff, Steve Phillip & Pamela Fulford Krol (for the purpose of this paragraph, "Plaintiff"), citizens of the State of North Carolina, residing in the City of Sneads Ferry, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2018 at Neuwirth Chrysler Plymouth Dodge, an authorized FCA dealer in Wilmington, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Neuwirth Chrysler Plymouth Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

366. Plaintiff, Jared Watson & Lisa Todd (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Montana, residing in the City of Park City, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 28, 2017 at Rimrock, an authorized FCA dealer in Laurel, Montana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Rimrock Chevrolet to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

367. Plaintiff, Dean Beck (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Nebraska, residing in the City of Scribner, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1, 2015, at Gene Steffy Chrysler Jeep Dodge, an authorized FCA dealer in Freemont, Nebraska. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Gene Steffy Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels

that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

368. Plaintiff, Alex Lopez (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Idaho, residing in the City of Boise, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1, 2015, at Liberty Chrysler Jeep Dodge, an authorized FCA dealer in Winnemucca, Nevada. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Liberty Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

369. Plaintiff, Steven M. Pender (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Clermont, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 16, 2015, at Greenway Dodge Chrysler Jeep Ram Orlando, an authorized FCA dealer in Orlando, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Greenway Dodge Chrysler Jeep Ram Orlando to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised

only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

370. Plaintiff, John Meech (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Louisiana, residing in the City of Saint Martinville, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 9, 2014, at Acadiana Dodge, an authorized FCA dealer in Lafayette, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Acadiana Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and

above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

371. Plaintiff Christopher & Jacob Brown (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Michigan, residing in the City of Pentwater, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 25, 2015, at Shuman Chrysler Dodge Jeep Ram, an authorized FCA dealer in Walled Lake, Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Shuman Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and

above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

372. Plaintiff, Al Schellinger (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Wisconsin, residing in the City of Mayville, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2015, at Chuck Van Horn, an authorized FCA dealer in Plymouth, Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Chuck Van Horn to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

373. Plaintiff, Jeffrey Weislocher (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Missouri, residing in the City of Steedman, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1, 2015, at Callaway Chrysler Dodge Jeep Ram, an authorized FCA dealer in Fulton, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Callaway Chrysler Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to

cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

374. Plaintiff, Jorge Villarreal (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Colorado, residing in the City of Wheat Ridge, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2016, at Mountain States Toyota, an authorized FCA dealer in Denver, Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Mountain States Toyota to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to

deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

375. Plaintiff, Jorge Villarreal (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Colorado, residing in the City of Wheat Ridge, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 11, 2017 at Mountain States Toyota, an authorized FCA dealer in Denver, Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Mountain States Toyota to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

376. Plaintiff, Angela Christensen (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Alaska, residing in the City of Chugiak, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1, 2016, from a Private Party, an authorized FCA dealer in Chugiak, Alaska. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Private Party to purchase the Subject Vehicle, the private party touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that

its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

377. Plaintiff, Robert & Reena Carnes (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Washington, residing in the City of Puyallup, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 15, 2018 at Northwest Motorsport, an authorized FCA dealer in Puyallup, Washington. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Northwest Motorsport to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving

conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

378. Plaintiff, Sarah Miller (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Pennsylvania, residing in the City of York, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 21, 2015, at Stettler Dodge Chrysler Jeep Ram, an authorized FCA dealer in York, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Stettler Dodge Chrysler Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-

world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

379. Plaintiff, Robert Wasilchuk (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Nevada, residing in the City of Gardnerville, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 20, 2015, at Carson City Dodge, an authorized FCA dealer in Carson City, Nevada. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Carson City Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving

conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

380. Plaintiff, Janelle & Bryan Wiggins (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Florida, residing in the City of Jacksonville, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 14, 2014, at Darcars Jacksonville, an authorized FCA dealer in Jacksonville, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Darcars Jacksonville to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving

conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

381. Plaintiff, Benjamin D. Crifasi, Jr. (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Louisiana, residing in the City of East Baton Rouge, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 17, 2016, at Ralph Sellers Chrysler Dodge Jeep Ram, an authorized FCA dealer in Gonzales, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Ralph Sellers Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that

its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

382. Plaintiff, Ray Reynolds (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of North Carolina, residing in the City of Collinsville, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1, 2015, at Kernersville Chrysler Dodge Jeep Ram, an authorized FCA dealer in Kernersville, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Kernersville Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was

designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

383. Plaintiff, Allen Keith Peacock (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Auburndale, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 8, 2018 at Dodge Chrysler Jeep of Winter Haven, an authorized FCA dealer in Winter Haven, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dodge Chrysler Jeep of Winter Haven to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate

during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

384. Plaintiff, Clinton T. McKinney (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of North Dakota, residing in the City of Burlington, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 11, 2018 at Minot Automotive Center, an authorized FCA dealer in Minot, North Dakota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Minot Automotive Center to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NO_x at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-

world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

385. Plaintiff, Gregory Anthony (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Pennsylvania, residing in the City of Franksville, bought a 2016 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 29, 2016, at Bob Weaver Dodge, an authorized FCA dealer in Pottsville, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Bob Weaver Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving

conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

386. Plaintiff, Patrick Diggin (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of South Carolina, residing in the City of Aiken, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 1, 2014, at Bob Richards Chrysler Dodge Jeep Ram, an authorized FCA dealer in Graniteville, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Bob Richards Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was

designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

387. Plaintiff, Scott Jones (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of South Dakota, residing in the City of Custer, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 6, 2016, at Dave Smith Motors, an authorized FCA dealer in Kellogg, Idaho. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dave Smith Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions;

and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

388. Plaintiff, Elizabeth & Bryce Godwin (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Louisiana, residing in the City of Broussard, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 13, 2016, at Acadiana Dodge Chrysler Jeep Ram, an authorized FCA dealer in Lafayette, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Acadiana Dodge Chrysler Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not

achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

389. Plaintiff, Larry & Daina Wilhelm (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Arizona, residing in the City of Quitman, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 14, 2015, at Liberty Chrysler Jeep Dodge Ram, an authorized FCA dealer in Conway, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Liberty Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power,

performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

390. Plaintiff, Harlan Latusek (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Minnesota, residing in the City of Wells, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 30, 2014, at Lager's Chrysler World – Chrysler Jeep Dodge Ram, an authorized FCA dealer in Mankato, Minnesota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lager's Chrysler World – Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions;

and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

391. Plaintiff, Harlan Latusek (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Minnesota, residing in the City of Wells, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 3, 2016, at Lager's Chrysler World – Chrysler Jeep Dodge Ram, an authorized FCA dealer in Mankato, Minnesota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lager's Chrysler World – Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions;

and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

392. Plaintiff, Joe Castro (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Colorado, residing in the City of Boulder, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 28, 2015, at Boulder Chrysler Dodge Ram, an authorized FCA dealer in Boulder, Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Boulder Chrysler Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

393. Plaintiff Ken Kroschel (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Colorado, residing in the City of Longmont, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 6, 2016, at Prestige Chrysler Dodge Jeep Ram, an authorized FCA dealer in Longmont, Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Prestige Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power,

performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

394. Plaintiff, Robert W. Ford (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Connecticut, residing in the City of Mansfield Center, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 15, 2016, at Gengras Chrysler Dodge Jeep Ram, an authorized FCA dealer in Hartford, Connecticut. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Gengras Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power,

performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

395. Plaintiff, Thomas Goodyke & Julie Bowers (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Michigan, residing in the City of Grand Rapids, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 28, 2016, at Henkel Chrysler Jeep Dodge, an authorized FCA dealer in Springfield, Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Henkel Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not

achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

396. Plaintiff, Rick Nash (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Washington, residing in the City of Monitor, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 13, 2016, at Dave Smith Motors, an authorized FCA dealer in Kellogg, Idaho. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dave Smith Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy

without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

397. Plaintiff, Heather & Lewis Cleaver (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Kentucky, residing in the City of Owenton, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2014, at Marshall Chrysler Dodge Jeep Ram, an authorized FCA dealer in Crittenden, Kentucky. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Marshall Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

398. Plaintiff, Sergey Oleynik (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Washington, residing in the City of Pasco, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 3, 2016, at Dishman Dodge Ram Chrysler Jeep, an authorized FCA dealer in Spokane Valley, Washington. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dishman Dodge Ram Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

399. Plaintiff, Emile J. LaPointe (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Louisiana, residing in the City of Belle Chasse, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2016, at Southland Dodge Chrysler Jeep Ram Fiat, an authorized FCA dealer in Houma, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Southland Dodge Chrysler Jeep Ram Fiat to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has

suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

400. Plaintiff, Brad & Kelli Erickson (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Washington, residing in the City of South Bend, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 28, 2017 at Dick's Country Chrysler Jeep Dodge, an authorized FCA dealer in Hillsboro, Oregon. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dick's Country Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

401. Plaintiff, Gabriel Haugland (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Iowa, residing in the City of Clear Lake, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 31, 2018 at Dewey Dodge Chrysler Jeep, an authorized FCA dealer in Ankeny, Iowa. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dewey Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and

proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

402. Plaintiff, Ralph Coers (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Washington, residing in the City of Graham, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2017 at Larson Chrysler Jeep Dodge Ram, an authorized FCA dealer in Puyallup, Washington. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Larson Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

403. Plaintiff, Gary & Tracy McKeever (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Oklahoma, residing in the City of Kingston, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2016, at Byford Chrysler Dodge Jeep Ram Duncan, an authorized FCA dealer in Duncan, Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Byford Chrysler Dodge Jeep Ram Duncan to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating

emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

404. Plaintiff, Wendell Espeland (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Kansas, residing in the City of Tonganoxie, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 6, 2016, at Victory Chrysler Dodge Jeep Ram, an authorized FCA dealer in Kansas City, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Victory Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

405. Plaintiff, Jason & Natalie Ysker (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Minnesota, residing in the City of Apple Valley, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2014, at Coon Rapids Chrysler Dodge Jeep Ram, an authorized FCA dealer in Coon Rapids, Minnesota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Coon Rapids Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy

without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

406. Plaintiff, Anthony Barbato (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York, residing in the City of Islip Terrace, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 10, 2016, at Timonium Chrysler, an authorized FCA dealer in Cockeysville, Maryland. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Timonium Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and

proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

407. Plaintiff, Myron & Linda Billiot (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Louisiana, residing in the City of Raceland, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 4, 2015, at Southland Dodge, an authorized FCA dealer in Houma, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Southland Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

408. Plaintiff Ben Doney (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Oregon, residing in the City of Warrenton, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 15, 2016, at Lums Auto Center, an authorized FCA dealer in Warrenton, Oregon. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lums Auto Center to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would

have paid less for it, had Defendants not concealed the unauthorized emission control devices.

409. Plaintiff, Thruman & Rose Dickey (for the purpose of this paragraph, “Plaintiff”), citizens of the State of Arizona, residing in the City of Winkelman, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 15, 2016, at Hatch Motor Co., Inc., an authorized FCA dealer in Show Low, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Hatch Motor Co. Inc. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control

devices.

410. Plaintiff, Angeline & Stephen Connaghan (for the purpose of this paragraph, “Plaintiff”), citizen of the State of Pennsylvania, residing in the City of Harrisburg, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 1, 2015, at Lancaster Dodge Ram Fiat, an authorized FCA dealer in Lancaster, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lancaster Dodge Ram Fiat to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants

not concealed the unauthorized emission control devices.

411. Plaintiff, Jacob Herron (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of New Mexico, residing in the City of Artesia, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 1, 2016, at Frontier Motor Company, an authorized FCA dealer in El Reno, Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Frontier Motor Company to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission

control devices.

412. Plaintiff, Dion Kampa (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Wisconsin, residing in the City of Big Bend, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 25, 2016, at Wilde Chrysler Jeep Dodge Ram, an authorized FCA dealer in Waukesha, Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Wilde Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission

control devices.

413. Plaintiff, Osvaldo Romero (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Florida, residing in the City of Miami, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 17, 2015, at Arrigo Dodge Chrysler Jeep Ram West Palm Beach, an authorized FCA dealer in West Palm Beach, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Arrigo Dodge Chrysler Jeep Ram West Palm Beach to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid

less for it, had Defendants not concealed the unauthorized emission control devices.

414. Plaintiff, Matthew Deavers (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of South Carolina, residing in the City of Myrtle Beach, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 27, 2017 at Beach Ford, an authorized FCA dealer in Myrtle Beach, South Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Beach Ford to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

415. Plaintiff, Duane Gleason (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Pennsylvania, residing in the City of Tamaqua, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 1, 2016, at Outten Chrysler Dodge Jeep Ram, an authorized FCA dealer in Hamburg, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Outten Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

416. Plaintiff, Robert Elie (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Florida, residing in the City of Lehigh Acres, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 1, 2014, at Galeana Chrysler Dodge Jeep Ram, an authorized FCA dealer in Fort Meyers, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Galeana Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

417. Plaintiff, Jerry Martin (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Kentucky, residing in the City of Shelbyville, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 14, 2014, at Shelbyville Chrysler Dodge Jeep Ram Products, an authorized FCA dealer in Shelbyville, Kentucky. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Shelbyville Chrysler Dodge Jeep Ram Products to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

418. Plaintiff, Billy & Joseph Welch (for the purpose of this paragraph, “Plaintiff”), citizens of the State of Arkansas, residing in the City of Rogers, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 1, 2016, at Ryburn Motor Company, an authorized FCA dealer in Monticello, Arkansas. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Ryburn Motor Company to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

419. Plaintiff, Manuel & Michael Gonzalez (for the purpose of this paragraph, “Plaintiff”), citizens of the State of Florida, residing in the City of Pembroke, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 25, 2015, at Massey Yardley Jeep Chrysler Dodge Ram, an authorized FCA dealer in Plantation, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Massey Yardley Jeep Chrysler Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

420. Plaintiff, Christopher Vigil (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Tennessee, residing in the City of Gallatin, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 28, 2016, at Carmax, an authorized FCA dealer in Madison, Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Carmax to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

421. Plaintiff, Michael Carrano (for the purpose of this paragraph, “Plaintiff”), a citizen

of the State of New Jersey, residing in the City of Egg Harbor Township, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 1, 2015, at Lilliston Chrysler Dodge Jeep Ram, an authorized FCA dealer in Millville, New Jersey. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lilliston Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

422. Plaintiff, John T. Nickel (for the purpose of this paragraph, “Plaintiff”), a citizen

of the State of Kansas, residing in the City of Wamego, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 20, 2016, at Briggs Auto, an authorized FCA dealer in Topeka, Kansas. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Briggs Auto to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

423. Plaintiff, Susan Burkland (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Pennsylvania, residing in the City of Shickshinny, bought a 2014 Dodge Ram 1500

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 30, 2016, at Tunkhannock Auto Mart: Dodge Ram Chrysler Jeep, an authorized FCA dealer in Tunkhannock, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Tunkhannock to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

424. Plaintiff, Christofer Askervold (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Florida, residing in the City of Boca Raton, bought a 2015 Dodge Ram 1500

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 6, 2015, at Napleton’s Northlake Chrysler Dodge Jeep Ram, an authorized FCA dealer in Lake Park, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Napleton’s Northlake Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

425. Plaintiff, Gus Demetriades (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of North Carolina, residing in the City of Henderson, bought a 2014 Jeep Grand

Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 25, 2014, at Lake Norman Chrysler Dodge Jeep Ram, an authorized FCA dealer in Cornelius, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lake Norman Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

426. Plaintiff, Paul Webster Messner, Jr. (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Michigan, residing in the City of Grand Rapids, bought a 2015 Dodge Ram

1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 13, 2017 at K & M Wayland Chrysler Dodge Jeep Ram, an authorized FCA dealer in Wayland, Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to K & M Wayland Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

427. Plaintiff, Scott Platko (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Oregon, residing in the City of Platko, bought a 2016 Dodge Ram 1500 EcoDiesel®

(for the purpose of this paragraph, the “Subject Vehicle”) on or about April 1, 2016, at Smolich Motors, an authorized FCA dealer in Bend, Oregon. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Smolich Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

428. Plaintiff, Cody P. Privette (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Minnesota, residing in the City of Duluth, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 10,

2017 at Duluth Dodge, an authorized FCA dealer in Duluth, Minnesota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Duluth Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

429. Plaintiff, Brent Burton (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Montana, residing in the City of Colstrip, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 22, 2017 at Herbert's Town and Country Chrysler Dodge Jeep Ram, an authorized FCA dealer in Shreveport, Louisiana.

Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Herbert's Town and Country Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

430. Plaintiff, Randy Tomlinson (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Louisiana, residing in the City of Opelousas, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 20, 2016, at Sterling Automotive Group, an authorized FCA dealer in Opelousas, Louisiana. Plaintiff

decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Sterling Automotive Group to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

431. Plaintiff, Roger Hinton (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Kansas, residing in the City of Hiawatha, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1, 2016, at Gladstone Dodge Chrysler Jeep & Ram, an authorized FCA dealer in Gladston, Missouri. Plaintiff

decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Gladstone Dodge Chrysler Jeep & Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

432. Plaintiff, Roger Hinton (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Kansas, residing in the City of Hiawatha, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1, 2014, at Laukemper Motors, an authorized FCA dealer in Mound City, Missouri. Plaintiff decided to buy the Subject

Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Laukemper Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

433. Plaintiff, Gabriel & Audrey McConnell (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Iowa, residing in the City of Eldora, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2016, at Stew Hansen Dodge Ram Chrysler Jeep, an authorized FCA dealer in Urbandale, Iowa. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an

“EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Hansen Dodge Ram Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

434. Plaintiff, Kyle Schmitting & Kamile Kevliciute (for the purpose of this paragraph, “Plaintiff”), citizens of the State of North Carolina, residing in the City of Lillington, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 25, 2017 at Matthews Motor Clayton, an authorized FCA dealer in Clayton, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations

that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Matthews Motors Clayton to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

435. Plaintiff, William J. Hoak, III (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of New York, residing in the City of Kenmore, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 2, 2015, at Transitowne Jeep Chrysler Dodge Ram Williamsville, an authorized FCA dealer in Williamsville, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s

representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Transitowne Jeep Chrysler Dodge Ram Williamsville to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

436. Plaintiff, Scott McCrea (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Ohio, residing in the City of Negley, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 12, 2016, at Salem Chrysler Jeep Dodge, an authorized FCA dealer in Salem, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,

reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Salem Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

437. Plaintiff, Carl Lachance (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of North Carolina, residing in the City of Mecklenburg, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 31, 2015, at Hendrick Chrysler Dodge Jeep Ram of Concord, an authorized FCA dealer in Concord, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations

that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Hendrick Chrysler Dodge Jeep Ram of Concord to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

438. Plaintiff, Sean Condry (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Missouri, residing in the City of Lotawana, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 27, 2015, at Platte City – Airport Dodge, an authorized FCA dealer in Platte City, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

“EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Platte City – Airport Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

439. Plaintiff, Ronda Stratton (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Ohio, residing in the City of Russellville, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 30, 2016, at Mt. Orab Chrysler Dodge Jeep Ram, an authorized FCA dealer in Mt Orab, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an

“EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Mt Orab Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

440. Plaintiff, James Hadley (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Illinois, residing in the City of Washington, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 1, 2016, at Sam Leman Morton, an authorized FCA dealer in Morton, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle

(i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Sam Leman Morton to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

441. Plaintiff, Bo-Michael M. Apele (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Washington, residing in the City of Spokane, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 8, 2015, at Lithia Chrysler Dodge Jeep Ram Fiat of Spokane, an authorized FCA dealer in Spokane, Washington. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).

Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lithia Chrysler Dodge Jeep Ram Fiat of Spokane to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

442. Plaintiff, Bo-Michael M. Apele (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Washington, residing in the City of Spokane, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 26, 2017 at Lithia Chrysler Dodge Jeep Ram Fiat of Spokane, an authorized FCA dealer in Spokane, Washington. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls

visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lithia Chrysler Dodge Jeep Ram Fiat of Spokane to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

443. Plaintiff, John Rory Carreon (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arizona, residing in the City of Tucson, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 5, 2016, at Jim Click Dodge, an authorized FCA dealer in Tucson, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the

Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Jim Click Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

444. Plaintiff, Arturo Torres (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Nevada, residing in the City of Gardnerville, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2014, at Carson City Dodge, an authorized FCA dealer in Carson City, Nevada. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good

fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Carson City Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

445. Plaintiff, Brian Ellis (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of North Carolina, residing in the City of Harnett, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 16, 2017 at Crossroads Ford of Sanford, an authorized FCA dealer in Sanford, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

Subject Vehicles. When Plaintiff went to Crossroads Ford of Sanford to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

446. Plaintiff, Douglas Mettenburg (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arkansas, residing in the City of Rogers, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 1, 2016, at McLarty Daniel Chrysler Dodge Jeep Ram Fiat of Springdale, an authorized FCA dealer in Springdale, Arkansas. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls

seeing television commercials about the Subject Vehicles. When Plaintiff went to McLarty Daniel Chrysler Dodge Jeep Ram Fiat of Springdale to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

447. Plaintiff, Michael Shane Williams (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Maryland, residing in the City of Abingdon, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 8, 2015, at Cook Chrysler Dodge Ram, an authorized FCA dealer in Aberdeen, Maryland. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

Subject Vehicles. When Plaintiff went to Cook Chrysler Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

448. Plaintiff Donald Scales (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York, residing in the City of La Fargeville, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2016, at FX Caprara Chevrolet Buick, an authorized FCA dealer in Pulaski, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject

Vehicles. When Plaintiff went to FX Caprara Chevrolet Buick to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

449. Plaintiff, Lucky Easley (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Kentucky, residing in the City of Marion, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 16, 2018 at Steve Jones Chrysler Dodge Jeep Ram, an authorized FCA dealer in Owensboro, Kentucky. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

Subject Vehicles. When Plaintiff went to Steve Jones Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

450. Plaintiff, Erik Angelo (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arizona, residing in the City of Phoenix, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 16, 2016, at Larry H. Miller Dodge Ram Avondale, an authorized FCA dealer in Avondale, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject

Vehicles. When Plaintiff went to Larry H. Miller Dodge Ram Avondale to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

451. Plaintiff, David & Gisela Martinez (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Florida, residing in the City of Orlando, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 23, 2014, at Fields Chrysler Jeep Dodge Sanford, an authorized FCA dealer in Sanford, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the

Subject Vehicles. When Plaintiff went to Fields Chrysler Jeep Dodge Sanford to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

452. Plaintiff, Brad Robertson (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Washington, residing in the City of Marysville, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 26, 2017 at Northwest Motorsport, an authorized FCA dealer in Everett, Washington. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

When Plaintiff went to Northwest Motorsports to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

453. Plaintiff, Alan Sjoberg (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Michigan, residing in the City of Henderson, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 30, 2014, at Randy Wise Chrysler Dodge Jeep Ram, an authorized FCA dealer in Clip, Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Randy Wise Chrysler Dodge Jeep Ram to purchase the

Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

454. Plaintiff, Bastian Schroder (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New Jersey, residing in the City of Califon, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2015, at Dane County Auto Sales, Inc., an authorized FCA dealer in Stoughton, Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dane County Auto Sales, Inc. to purchase the Subject

Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

455. Plaintiff, Bruce & Vickie Sulc (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Virginia, residing in the City of Chesterfield, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1, 2016, at Lee Chrysler Dodge Jeep Ram, an authorized FCA dealer in Wilson, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lee Chrysler Dodge Jeep Ram to purchase the Subject

Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

456. Plaintiff, Steven James Rust (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Louisiana, residing in the City of Zachary, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 25, 2016, at Cecil Graves Chevrolet, an authorized FCA dealer in St. Francisville, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Cecil Graves Chevrolet to purchase the Subject Vehicle,

the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

457. Plaintiff, Michael Gides (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Colorado, residing in the City of Erie, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 29, 2017 at Boulder Chrysler Dodge Ram, an authorized FCA dealer in Bolder, Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Boulder Chrysler Dodge Ram to purchase the Subject Vehicle, the sales

associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

458. Plaintiff, Richard Watters (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Michigan, residing in the City of Fenton, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 1, 2014, at LaFontaine Chrysler Dodge Jeep Ram Saline, an authorized FCA dealer in Saline, Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to LaFontaine Chrysler Dodge Jeep Ram Saline to purchase

the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

459. Plaintiff, Donald Long (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Illinois, residing in the City of Frankfort, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1, 2015, at Mancari's Chrysler Dodge Jeep Ram, an authorized FCA dealer in Oak Lawn, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Mancari's Chrysler Dodge Jeep Ram to purchase the

Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

460. Plaintiff, Timothy Leathers (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Cape Coral, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1, 2017 at Ferman Chrysler Jeep Dodge Ram, an authorized FCA dealer in new Port Richey, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Ferman Chrysler Jeep Dodge Ram to purchase the

Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

461. Plaintiff, Steven G. Parnitzke (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Wisconsin, residing in the City of Milwaukee, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 28, 2016, from a Private Party in Madison, Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to the Private Party to purchase the Subject Vehicle, whom touted the Subject Vehicle's EcoDiesel®

attributes, including its fuel economy and performance as per information from the original dealer. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

462. Plaintiff, Joseph Dick-Griffith (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Tampa, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2014, at Bob Frensley Chrysler Jeep Dodge, an authorized FCA dealer in Nashville, Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Bob Frensley Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including

its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

463. Plaintiff, Lee & Inna Halpert (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Pennsylvania, residing in the City of Furlong, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2016, at Route 1 Chrysler Dodge Jeep Ram of Lawrenceville, an authorized FCA dealer in Lawrence Township, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Route 1 Chrysler Dodge Jeep Ram of Lawrenceville to purchase the Subject Vehicle, the sales

associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

464. Plaintiff, Derick Gurney (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York, residing in the City of Ballstone Spa, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 10, 2014, at Verger Chrysler Jeep Dodge, an authorized FCA dealer in Coos Bay, Oregon. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Verger Chrysler Dodge to purchase the Subject Vehicle, the

sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

465. Plaintiff, David Kizzia (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arizona, residing in the City of Malvern, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 10, 2016, at Landers Chrysler Dodge Jeep Ram, an authorized FCA dealer in Benton, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Landers Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the

sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

466. Plaintiff, Sean Perryman (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Iowa, residing in the City of Des Moines, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 17, 2017 at Dewey Dodge Chrysler Jeep, an authorized FCA dealer in Ankeny, Iowa. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dewey Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales

associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

467. Plaintiff, Jose Mercado (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York, residing in the City of Westbury, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2017 from private party in Utah. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to private party to purchase the Subject Vehicle, the person touted the Subject Vehicle's EcoDiesel® attributes,

including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

468. Plaintiff, Debra Ann Guderjahn (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Montana, residing in the City of Westbury, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2017 at RZ Motors, an authorized FCA dealer in Hettinger, North Dakota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to RZ Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These

representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

469. Plaintiff, Tyrone & April Malambri (for the purpose of this paragraph, "Plaintiff"), citizens of the State of North Carolina, residing in the City of North Carolina, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 13, 2018 at Burritt Motors, an authorized FCA dealer in Oswego, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Burritt Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the

primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

470. Plaintiff, Dean Kohanyi (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Pennsylvania, residing in the City of Cranberry Township, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1, 2016, at Beaver Country Dodge, an authorized FCA dealer in Beaver Falls, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Beaver Country Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the

primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

471. Plaintiff, Michael James Wolbert (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of North Dakota, residing in the City of Minot, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 9, 2016, at Minot Automotive Center, an authorized FCA dealer in Minot, North Dakota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Minot Automotive Center to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were

among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

472. Plaintiff, Steve E. & Sheryl Ridenour (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Oklahoma, residing in the City of Tahlequah, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 8, 2014, at South Pointe Chrysler Dodge Jeep Ram, an authorized FCA dealer in Tulsa, Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to South Pointe Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These

representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

473. Plaintiff, Mark Warren (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Missouri, residing in the City of Blue Springs, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1, 2014, at Gladstone Dodge, an authorized FCA dealer in Gladstone, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Gladstone Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

474. Plaintiff, Ken Hauck (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Missouri, residing in the City of Imperial, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2015, at Glendale Chrysler Jeep Dodge Ram, an authorized FCA dealer in St. Louis, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Glendale Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,

Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

475. Plaintiff, Kent Gibbons (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Iowa, residing in the City of Des Moines, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 10, 2015, at Granger Motors, an authorized FCA dealer in Granger, Iowa. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Granger Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as

advertised only by emitting NO_x at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

476. Plaintiff, Matthew Litterell (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Oklahoma, residing in the City of Yake, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 21, 2016, at Bob Moore Chrysler Dodge Jeep Ram of Tulsa, an authorized FCA dealer in Tulsa, Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Bob Moore Chrysler Dodge Jeep Ram of Tulsa to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised

only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

477. Plaintiff, Glenn Stahl (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Wisconsin, residing in the City of South Range, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2015, at Stevens Point Chrysler Dodge Jeep Ram, an authorized FCA dealer in Stevens Pointe, Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Stevens Pointe Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as

advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

478. Plaintiff, David Coop (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Colorado, residing in the City of Parker, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 7, 2016, at Street Smart Auto Brokers, an authorized FCA dealer in Colorado Springs, Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Street Smart Auto Brokers to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater

than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

479. Plaintiff, Larry Brown (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Missouri, residing in the City of Purdy, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1, 2014, at Fletcher Superstore, an authorized FCA dealer in Joplin, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Fletcher Superstore to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised

and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

480. Plaintiff, Jeff Mely (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Louisiana, residing in the City of Prairieville, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 29, 2016, at Ralph Sellers, an authorized FCA dealer in Gonzales, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Ralph Sellers to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

481. Plaintiff, Brett Wayne (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Kentucky, residing in the City of Greenville, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2016, at Watermark Toyota, an authorized FCA dealer in Madisonville, Kentucky. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Watermark Toyota to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to

deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

482. Plaintiff, Michael & Deborah Eilert (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Kansas, residing in the City of Derby, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 23, 2015, at Davis Moore, an authorized FCA dealer in Wichita, Kansas. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to David Moore to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

483. Plaintiff, Diane & Larry Wilhelm (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Arkansas, residing in the City of Quitman, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 20, 2015, at Superior Automotive Group, an authorized FCA dealer in Conway, Arkansas. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Superior Automotive Group to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission

standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

484. Plaintiff, Mark & Lucretta Kinder (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Missouri, residing in the City of Beulah, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 2, 2017 at Bayird Dodge Chrysler Jeep Ram of West Plains, an authorized FCA dealer in West Plains, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Bayird Dodge Chrysler Jeep Ram of West Plains to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she

known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

485. Plaintiff, Heath Minyard (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arizona, residing in the City of Bentonville, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1, 2018 at Steve Landers Toyota NWA, an authorized FCA dealer in Rogers, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Steve Landers Toyota NWA to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with

emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

486. Plaintiff, Nathan Townsend (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Tennessee, residing in the City of Greenbrier, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2016, at Bill Boruff Chrysler Dodge Jeep Ram, an authorized FCA dealer in Sparta, Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Bill Boruff Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not

comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

487. Plaintiff, Martin Mannion (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida, residing in the City of Loxahatchee, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 5, 2016, at Arrigo Dodge Chrysler Jeep, an authorized FCA dealer in West Palm Beach, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Arrigo Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with

emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

488. Plaintiff, Lisa Marie Murphy (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Minnesota, residing in the City of Mankato, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 21, 2014, at Woodhouse Chrysler Jeep Dodge Ram, an authorized FCA dealer in Blair, Nebraska. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Woodhouse Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not

comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

489. Plaintiff, Clinton Moxey (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Nevada, residing in the City of Reno, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 7, 2017 at Internet Auto Rent and Sales, an authorized FCA dealer in Reno, Nevada. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Internet Auto Rent and Sales to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that

its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

490. Plaintiff, Marko Seget (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of South Carolina, residing in the City of Woodruff, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1, 2015, at Coppus Motors, an authorized FCA dealer in Tiffin, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Coppus Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions;

and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

491. Plaintiff, William Coleman (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Michigan, residing in the City of Belleville, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2015, at Telegraph Chrysler Dodge Jeep Ram, an authorized FCA dealer in Taylor, Michigan. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Telegraph Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power,

performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

492. Plaintiff, Donald Harrell (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of North Carolina, residing in the City of Goldsboro, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1, 2017 at Lee Chrysler Dodge, an authorized FCA dealer in Wilson, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lee Chrysler Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

493. Plaintiff, Kim Watson (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Oklahoma, residing in the City of Duncan, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 30, 2016, at Byford Auto Group, an authorized FCA dealer in Duncan, Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Byford Auto Group to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

494. Plaintiff, Jamie Walker (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Wisconsin, residing in the City of Milwaukee, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 13, 2018 at Ewald Chrysler Jeep Dodge, an authorized FCA dealer in Franklin, Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Ewald Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

495. Plaintiff, Cale & Jami Duerstein (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Wisconsin, residing in the City of Muskego, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 1, 2016, at Franklin Chrysler Dodge Jeep Ram, an authorized FCA dealer in Franklin, Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Franklin Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power,

performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

496. Plaintiff, Kevin Keefer (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Virginia, residing in the City of Alexandria, bought a 2016 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 31, 2016, at Lustine Chrysler Dodge, an authorized FCA dealer in Woodbridge, Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lustine Chrysler Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

497. Plaintiff, Stephanie Cromley (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New Jersey, residing in the City of Franklinville, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 18, 2014, at Vann Dodge Chrysler, LLC, an authorized FCA dealer in Vineland, new Jersey. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Vann Dodge Chrysler, LLC to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power,

performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

498. Plaintiff, Matthew Dean (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Washington, residing in the City of Tacoma, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2017 at Seattle, WA Chrysler Dodge Jeep, an authorized FCA dealer in Seattle, Washington. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Seattle, WA Chrysler Dodge Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance,

and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

499. Plaintiff, Amy & David Campbell (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Minnesota, residing in the City of Saint Michael, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2015 at Bernard's Northtown, an authorized FCA dealer in New Richmond, Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Bernard's Northtown to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

500. Plaintiff, Alvin McCoy (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Idaho, residing in the City of Stites, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2015, at Kendall Dodge N/K/A Roger's Motors, an authorized FCA dealer in Lewiston, Idaho. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Kendall Dodge N/K/A Roger's Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

501. Plaintiff, Robert Morris (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Utah, residing in the City of Sandy, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 30, 2015, at Larry H. Miller Chrysler Jeep Dodge Ram, an authorized FCA dealer in West Bountiful, Utah. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Larry H. Miller Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised

towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

502. Plaintiff, Robert Morris (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Utah, residing in the City of Sandy, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 15, 2016, at Larry H. Miller Chrysler Jeep Dodge Ram, an authorized FCA dealer in West Bountiful, Utah. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Larry H. Miller Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

503. Plaintiff, Robert Morris (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Utah, residing in the City of Sandy, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 15, 2014, at Larry H. Miller Chrysler Jeep Dodge Ram, an authorized FCA dealer in Bountiful, Utah. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Larry H. Miller Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power,

performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

504. Plaintiff, Kevin Ruehle (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New Jersey, residing in the City of Butler, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 1, 2016, at Ramsey Chrysler Jeep Dodge Ram, an authorized FCA dealer in Ramsey, New Jersey. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Ramsey Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

505. Plaintiff, Kevin Crew (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Alabama, residing in the City of Dothan, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 2, 2015, at Dothan Chrysler Dodge Jeep Ram, an authorized FCA dealer in Dothan, Alabama. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Donthan Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

506. Plaintiff, John Corbin (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Alabama, residing in the City of Opelika, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 2, 2017 at T R Motor Co., an authorized FCA dealer in Opelina, Alabama. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to T R Motor Co. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy

without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

507. Plaintiff, Robert Mayer (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Alabama, residing in the City of Springfield, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 12, 2015, at Champion Chrysler Dodge Jeep Ram, an authorized FCA dealer in Gulfport, Mississippi. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Champion Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

508. Plaintiff, Robert Southern (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Alabama, residing in the City of Oneonta, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1, 2016, at Team One Chrysler Dodge Jeep Ram of Gadsden, an authorized FCA dealer in Gadsden, Alabama. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Team One Chrysler Dodge Jeep Ram of Gadsden to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating

emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

509. Plaintiff, Micah Hill (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Alabama, residing in the City of Tuscaloosa, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 15, 2016, at Don Jackson, an authorized FCA dealer in Union City, Georgia. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Don Jackson to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

510. Plaintiff, James Washington (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Alabama, residing in the City of Cottondale, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2015, at Academy Chrysler Dodge Jeep Ram, an authorized FCA dealer in Bessemer, Alabama. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Academy Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have

purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

511. Plaintiff, Quinn Breland (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Alabama, residing in the City of Theodore, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 1, 2018 at Mullinax Ford of Mobile, an authorized FCA dealer in Mobile, Alabama. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Mullinax Ford of Mobile to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle,

or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

512. Plaintiff, Mike Shelton (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Alabama, residing in the City of Troy, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 12, 2015, at Rocky Williams Premier Budget Cars and Trucks, an authorized FCA dealer in Lebanon, Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Rocky Williams Premier Budget Cars and Trucks to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of

Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

513. Plaintiff, Greg Cain (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Alabama, residing in the City of Bessemer, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 17, 2016, at Hendrick Dodge Ram, an authorized FCA dealer in Cary, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Hendrick Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would

have paid less for it, had Defendants not concealed the unauthorized emission control devices.

514. Plaintiff, Randal Stephens (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Alabama, residing in the City of Waterloo, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 1, 2016, at University Chrysler Dodge Jeep Ram, an authorized FCA dealer in Florence, Alabama. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to University Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the

unauthorized emission control devices.

515. Plaintiff, Alonzo Thomas Stone (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Florida, residing in the City of Pensacola, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 1, 2016, at Peach Ford, an authorized FCA dealer in Brewton, Alabama. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Peach Ford to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

516. Plaintiff, Tyler Bridgeman (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Alabama, residing in the City of Haleyville, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about June 29, 2018 at Williams Subaru of Charlotte, an authorized FCA dealer in Charlotte, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Williams Subaru of Charlotte to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

517. Plaintiff, Jimmy Yeager (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Mississippi, residing in the City of Cleveland, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 1, 2014, at James Ceranti Motors Inc., an authorized FCA dealer in Greenville, Mississippi. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to James Ceranti Motors Inc. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

518. Plaintiff, Scott Langley (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Mississippi, residing in the City of Bogue Chitto, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 1, 2017 at Rainbow Chrysler Dodge Jeep Ram of McComb, LLC, an authorized FCA dealer in McComb, Mississippi. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Rainbow Chrysler Dodge Jeep Ram McComb, LLC to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

519. Plaintiff, Chris Breaux (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Tennessee, residing in the City of Kiln, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 1, 2018 at Autonation Chrysler Dodge Jeep Ram Katy an authorized FCA dealer in Katy, Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Autonation Chrysler Dodge Jeep Ram Katy to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

520. Plaintiffs, Curtis and Debbie McDaniel (for the purpose of this paragraph, “Plaintiffs”), citizens of the State of Mississippi, residing in the City of Gautier, bought a 2015 Dodge Ram1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 1, 2016, at Champion Chrysler Dodge Jeep Ram, an authorized FCA dealer in Gulfport, Mississippi. Plaintiffs decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recall visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiffs also recall seeing television commercials about the Subject Vehicles. When Plaintiffs went to Champion Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiffs chose the Subject Vehicle. At the time of purchase, Plaintiffs did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor were Plaintiffs aware that Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiffs would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiffs have suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

521. Plaintiff, Tammy Frazier (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Mississippi, residing in the City of Jackson, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 1, 2015, at Mac Haik Jackson Chrysler Dodge Jeep Ram, an authorized FCA dealer in Jackson, Mississippi. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Mac Haik Jackson Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

522. Plaintiff, Bobby Wallace (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Mississippi, residing in the City of Fulton, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about December 16, 2017 at Carlock Chrysler Dodge Ram Jeep, an authorized FCA dealer in Slatillo, Mississippi. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Carlock Chrysler Dodge Ram Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

523. Plaintiff, Edward Jones (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Missouri, residing in the City of Montgomery, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 23, 2016, at Maczuk Chrysler Inc. d/b/a Scheider Dodge Chrysler Jeep, an authorized FCA dealer in Hermann, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Maczuk Chrysler Inc. d/b/a Scheider Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control

devices.

524. Plaintiff, Clifton Bailey (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Mississippi, residing in the City of Webb, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 19, 2017 at Landers Chrysler Dodge Jeep, LLC, an authorized FCA dealer in Southaven, Mississippi. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Landers Chrysler Dodge Jeep, LLC. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission

control devices.

525. Plaintiff, Roger T. Ingram (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Mississippi, residing in the City of West, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 13, 2015, at Sunset Chrysler, an authorized FCA dealer in Grenada, Mississippi. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Sunset Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

526. Plaintiff, Greg Gaskins (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Tennessee, residing in the City of Newbern, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 1, 2018 at Homer – Skelton Ford, an authorized FCA dealer in Olive Branch, Mississippi. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Homer – Skelton Ford to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

527. Plaintiff, Christopher Bond (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Mississippi, residing in the City of Lucedale, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 23, 2018 at Hill Kelly Dodge Chrysler Jeep Ram, an authorized FCA dealer in Pensacola, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Hill Kelly Dodge Chrysler Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

528. Plaintiff, Beaux Martin (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Louisiana, residing in the City of Monroe, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about March 30, 2018 at George Carr Buick, an authorized FCA dealer in Vicksburg, Mississippi. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to George Carr Buick to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

529. Plaintiff, Jeffrey Cook (for the purpose of this paragraph, “Plaintiff”), a citizen of

the State of West Virginia, residing in the City of Pinch, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 16, 2015, at Auto World of Big Stone Gap, an authorized FCA dealer in Big Stone Gap, Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Auto World of Big Stone Gap to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

530. Plaintiff, Gregory Burnette, D.O. (for the purpose of this paragraph, “Plaintiff”), a

citizen of the State of West Virginia, residing in the City of Elkview, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 28, 2015, at Dutch Miller, an authorized FCA dealer in Charleston, West Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dutch Miller to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

531. Plaintiff, Thomas Taylor (for the purpose of this paragraph, “Plaintiff”), a citizen

of the State of West Virginia, residing in the City of Charleston, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 29, 2014 at Dutch Miller Dodge, an authorized FCA dealer in South Charleston, West Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dutch Miller Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

532. Plaintiff, Dustin Loudon (for the purpose of this paragraph, “Plaintiff”), a citizen

of the State of West Virginia, residing in the City of Clarksburg, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about February 1, 2016, at Country Club Chrysler Dodge Jeep Ram, an authorized FCA dealer in Clarksburg, West Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Country Club Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

533. Plaintiff, Jerry Barnett (for the purpose of this paragraph, “Plaintiff”), a citizen of

the State of West Virginia, residing in the City of Elkview, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about January 14, 2016, at Kindle Chrysler Jeep Dodge, an authorized FCA dealer in Cape May Court House, New Jersey. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Kindle Chrysler Jeep Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

534. Plaintiff, Brianna Clay (for the purpose of this paragraph, “Plaintiff”), a citizen of

the State of West Virginia, residing in the City of Danese, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about September 22, 2017 at Sheets Chrysler Jeep Dodge Ram, an authorized FCA dealer in Beckley, West Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Sheets Chrysler Jeep Dodge Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

535. Plaintiff, Roger Workman (for the purpose of this paragraph, “Plaintiff”), a citizen

of the State of West Virginia, residing in the City of West Virginia, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about October 15, 2015, at Dutch Miller of Charleston, an authorized FCA dealer in Charleston, West Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dutch Miller of Charleston to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

536. Plaintiff, Sage Seifert (for the purpose of this paragraph, “Plaintiff”), a citizen of

the State of West Virginia, residing in the City of Fairmont, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 6, 2015, at Earth Dodge, an authorized FCA dealer in White Hall, West Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Earth Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

537. Plaintiff, Brandon Saddler (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of West Virginia, residing in the City of Princeton, bought a 2014 Dodge Ram 1500

EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about July 4, 2017 at Ramey Chevrolet, an authorized FCA dealer in North Tazewell, Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Ramney Chevrolet to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

538. Plaintiff, Mike Rumney (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of West Virginia, residing in the City of Fairmont, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 11, 2018

at Jim Shorkey Family Auto Group, an authorized FCA dealer in Irwin, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Jim Shorkey Family Auto Group to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

539. Plaintiffs, Jody & Cindy Danielson (for the purpose of this paragraph, "Plaintiffs"), citizens of the State of West Virginia, residing in the City of Saint Mary's, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about

April 22, 2014, at Astro Buick GMC, an authorized FCA dealer in White Hall, West Virginia. Plaintiffs decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiffs recall visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiffs also recall seeing television commercials about the Subject Vehicles. When Plaintiffs went to Astro Buick GMC to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiffs did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor were Plaintiffs aware that Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiffs would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiffs have suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

540. Plaintiff, Emily K. Blankenship (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of West Virginia, residing in the City of Birch River, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June

3, 2017 at Lambert Buick-GMC, Inc., an authorized FCA dealer in Cuyahoga Falls, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lambert Buick-GMC, Inc. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

541. Plaintiff, Jackie Lynn Clark, Jr. (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of West Virginia, residing in the City of Albright, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1,

2015, at Urse Chrysler Dodge Jeep, an authorized FCA dealer in White Hall, West Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Urse Chrysler Dodge Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

542. Plaintiff, Roy Jones (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of West Virginia, residing in the City of Kingwood, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2016,

at Victory Dodge Jeep Ram, an authorized FCA dealer in Kingwood, West Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Victory Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

543. Plaintiff, James Slone (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of West Virginia, residing in the City of Huntington, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 14,

2016, at Kernersville Chrysler Dodge Jeep Ram, an authorized FCA dealer in Kernersville, West Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Kernersville Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

544. Plaintiff, Jason Royer (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Wyoming, residing in the City of Cheyenne, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 29,

2014, at Cowboy Dodge, an authorized FCA dealer in Cheyenne, Wyoming. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Cowboy Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

545. Plaintiff, Beverly Gayle VanArkel (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Wyoming, residing in the City of Hot Springs, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 20, 2015 at Dave Smith Motors, an authorized FCA dealer in Kellogg, Idaho. Plaintiff

decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dave Smith Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

546. Plaintiff, James B. Valliere (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Wyoming, residing in the City of Rawlins, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1, 2015, at Dallin Motors, an authorized FCA dealer in Rawlins, Wyoming. Plaintiff decided to buy

the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dallin Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

547. Plaintiff, Anthony Knezovich (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Wyoming, residing in the City of Cheyenne, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 3, 2015, at Fremont Motor Casper, an authorized FCA dealer in Casper, Wyoming. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an

“EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Fremont Motor Casper to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

548. Plaintiff, Rick Stone (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Wyoming, residing in the City of Lander, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 21, 2017 at Mountain Home Auto Ranch, an authorized FCA dealer in Mountain Home, Idaho. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e.,

reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Mountain Home Auto Ranch to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

549. Plaintiff, Rick Stone (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Wyoming, residing in the City of Lander, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 20, 2015, at Peterson Dodge Chrysler Jeep Ram, an authorized FCA dealer in Nampa, Idaho. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,

reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Peterson Dodge Chrysler Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

550. Plaintiff, Calvin Taylor (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Wyoming, residing in the City of Gillette, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 28, 2015, at Fremont Motor Casper, an authorized FCA dealer in Casper, Wyoming. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e.,

reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Fremont Motor Casper to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

551. Plaintiffs, Wayne and Becky Bennett (for the purpose of this paragraph, "Plaintiffs"), a citizen of the State of Wyoming, residing in the City of Lyman, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 1, 2014, at Fremont Motor Rock Springs Inc., an authorized FCA dealer in Rock Springs, Wyoming. Plaintiffs decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient).

Plaintiffs recall visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiffs also recall seeing television commercials about the Subject Vehicles. When Plaintiffs went to Fremont Motor Rock Springs Inc. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiffs chose the Subject Vehicle. At the time of purchase, Plaintiffs did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor were Plaintiffs aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiffs would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiffs have suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

552. Plaintiff, Allen Wallis (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Oklahoma, residing in the City of Broken Arrow, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 25, 2018 at Henryetta Ford, an authorized FCA dealer in Henryetta, Oklahoma. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the

Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Henryette Ford to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

553. Plaintiff, Jack Pudzis (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Illinois, residing in the City of Algonquin, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 17, 2015, at Feeney Dodge Chrysler, an authorized FCA dealer in St. Elgin, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions

and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Feeney Dodge Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

554. Plaintiff, Roland Marsh (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New Jersey, residing in the City of Mays Landing, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2014, at Cherry Hill Dodge, an authorized FCA dealer in West Cherry Hill, New Jersey. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions

and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Cherry Hill Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

555. Plaintiff, Dawn & James McDonald (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Missouri, residing in the City of Adrian, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 4, 2018 at Jeremy Franklin Mitsubishi, an authorized FCA dealer in Kansas City, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low

emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Jeremy Franklin Mitsubishi to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

556. Plaintiff, Christopher Rivera (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Wisconsin, residing in the City of Broken Arrow, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about March 22, 2014, at Rudig Jensen Ford Chrysler Dodge Jeep Ram, an authorized FCA dealer in New Lisbon, Wisconsin. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally

friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Rudig Jensen Ford Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

557. Plaintiff, Kent Hall (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Tennessee, residing in the City of Soddy Daisy, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2015, at Russell Barnett Chrysler Dodge Jeep Inc., an authorized FCA dealer in Winchester, Tennessee. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low

emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Russell Barnett Chrysler Dodge Jeep Inc. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

558. Plaintiff, Marcus Aaron Hemsley (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Maryland residing in the City of Pomfret, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 16, 2018, at Healey Brothers, an authorized FCA dealer in Beacon, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good

fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Healey Brothers to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

559. Plaintiff, Richard & Carol Huff (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Idaho residing in the City of Rigby, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 1, 2016, at Hatch Motors, an authorized FCA dealer in Show Low, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles.

When Plaintiff went to ** to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

560. Plaintiff, Kyle M. Griffey (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Scottsdale residing in the City of Arizona, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 30, 2015, at Airpark Chrysler Jeep, an authorized FCA dealer in Scottsdale, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Airpark Chrysler Jeep to purchase the Subject Vehicle, the sales associate

touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

561. Plaintiff, Calvin Burrus, III (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of North Carolina residing in the City of Buxton, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 29, 2015, at Hendrick Dodge, an authorized FCA dealer in Cary, North Carolina. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Hendrick Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These

representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

562. Plaintiff, Scott Banks (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Nevada residing in the City of Spring Creek, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 1, 2016, at Elko Motor Company, an authorized FCA dealer in Elko, Nevada. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Elko Motor to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff

chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

563. Plaintiff, Michael Shaak & Susie Patterson (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Idaho residing in the City of Caldwell, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 1, 2018, at Larry H. Miller Subaru Boise, an authorized FCA dealer in Boise, Idaho. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Larry H. Miller Subaru Boise to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff

did not know that the Subject Vehicle could perform as advertised only by emitting NO_x at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

564. Plaintiff, Frank Fernandez (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York residing in the City of Johnstown, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 11, 2018, at Finger Lakes Auto Group, LLC, an authorized FCA dealer in Seneca, Falls. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Finger Lakes Auto Group, LLC to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know

that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

565. Plaintiff, Joshua Wilson (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Missouri residing in the City of Belton, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 12, 2014, at Landmark South Dodge Chrysler Jeep Ram, an authorized FCA dealer in Belton, Missouri. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Landmark South Dodge Chrysler Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At

the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

566. Plaintiff, LaVerne Brace (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York residing in the City of Cattaraugus, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 24, 2015, at Dave Warren Chrysler Dodge Jeep Ram, an authorized FCA dealer in Jamestown, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dave Warren Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At

the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

567. Plaintiff, Dennis Begin (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Rhode Island residing in the City of Riverside, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 16, 2015, at Elmwood Dodge, an authorized FCA dealer in East Providence, Rhode Island. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Elmwood Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know

that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

568. Plaintiff, John & Shirley Hecker (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Ohio residing in the City of New Bloomington, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 31, 2016, at Mathews Dodge Chrysler Jeep Inc., an authorized FCA dealer in Marion, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Mathews Dodge Chrysler Jeep Inc. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase,

Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

569. Plaintiff, Donald Raymond Dixon (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Iowa residing in the City of Bellevue, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about June 20, 2017, at Turpin Dodge, an authorized FCA dealer in Dubuque, Iowa. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Turpin Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

570. Plaintiff, Ricardo C. & Michelle Calla (for the purpose of this paragraph, "Plaintiff"), citizens of the State of Pennsylvania residing in the City of Halifax, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 26, 2016, at Forrer Chrysler Dodge Ram Jeep, an authorized FCA dealer in Duncannon, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Forrer Chrysler Dodge Ram Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as

advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

571. Plaintiff, Travis Ray Burwell (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Pennsylvania residing in the City of Clarksville, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 13, 2017, at Ron Lewis Chrysler Dodge Jeep Ram Pleasant Hills, an authorized FCA dealer in Pittsburgh, Pennsylvania. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Ron Lewis Chrysler Dodge Jeep Ram Pleasant Hills to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle

could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

572. Plaintiff, Kasey & Ashley Knutson (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Colorado residing in the City of Larkspur, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 29, 2016, at BerkenKotter Motors, an authorized FCA dealer in Castle Rock, Colorado. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to BerkenKotter Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised

and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

573. Plaintiff, Mark Edward Harrell (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Florida residing in the City of Navarre, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 2, 2017, at Hill Kelly Dodge, Inc., an authorized FCA dealer in Pensacola, Florida. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Hill Kelly Dodge, Inc. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was

equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

574. Plaintiff, Colton Warren Shannon (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Oregon residing in the City of Central Point, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 17, 2017, at Lithia Chrysler Jeep Dodge Medford, an authorized FCA dealer in Medford, Oregon. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lithia Chrysler Jeep Dodge Medford to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her

Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

575. Plaintiff, Steven Leonard (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Minnesota residing in the City of Kasota, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about September 1, 2014, at Lagers Chrysler World, an authorized FCA dealer in Mankato, Minnesota. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Lagers Chrysler World to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was

equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

576. Plaintiff, Leslie Swartz (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Nebraska residing in the City of Fullerton, bought a 2014 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 22, 2017, at Car Stop, an authorized FCA dealer in Omaha, Nebraska. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Car Stop to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with

undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

577. Plaintiff, Nicholas F. Baglio (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New York residing in the City of Monroe, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 21, 2017, at Pioneer Truck Sales, Inc., an authorized FCA dealer in East Avon, New York. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Pioneer Truck Sales, Inc. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to

cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

578. Plaintiff, Ryan Allred (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arkansas residing in the City of Searcy, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about October 13, 2018, at Red River Dodge, an authorized FCA dealer in Heber Springs, Arkansas. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Red River Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to

deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

579. Plaintiff, Kris A. Shepherd (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Oregon residing in the City of Salem, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about July 7, 2015, at Dave Smith Motors, an authorized FCA dealer in Kellogg, Idaho. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Dave Smith Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or

would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

580. Plaintiff, Zachary M. Marsico (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of New Jersey residing in the City of Absecon, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about April 15, 2018, at David Honda, an authorized FCA dealer in Burlington, New Jersey. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Davis Honda to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that

its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

581. Plaintiff, Pat Breitbach (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Montana residing in the City of Circle, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 1, 2015, at Deluxe Motors, an authorized FCA dealer in Miles City, Montana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Deluxe Motors to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions;

and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

582. Plaintiff, Leslie Swartz (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Nebraska residing in the City of Fullerton, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 14, 2018, at Harvest Auto & Machinery, an authorized FCA dealer in Wahoo, Nebraska. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Harvest Auto & Machinery to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

583. Plaintiff, David K. Schoengart (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Kentucky residing in the City of LaGrange, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about November 1, 2016, at Craig and Landreth Chrysler Dodge Jeep Ram, an authorized FCA dealer in Crestwood, Kentucky. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Craig and Landreth Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the

advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

584. Plaintiff, Jason Sullivan (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of North Carolina residing in the City of Fuquay Varina, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about February 16, 2016, at Allen Mello Dodge, an authorized FCA dealer in Nashua, New Hampshire. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Allen Mello Dodge to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel

economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

585. Plaintiff, Thang Nguyen (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Arizona residing in the City of Surprise, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 12, 2018, at Bill Luke Chrysler Jeep & Dodge Inc., an authorized FCA dealer in Phoenix, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Bill Luke Chrysler Jeep & Dodge Inc. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power,

performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

586. Plaintiff, Zachary Gordon (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Ohio residing in the City of Urbana, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about May 14, 2018, at Nissan/North, an authorized FCA dealer in Worthington, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Nissan/North to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy

without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

587. Plaintiff, Joe R. Jones (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Alabama residing in the City of Dothan, bought a 2015 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about December 1, 2015, at Cecil Graves GM/Dodge/Chrysler, an authorized FCA dealer in Francisville, Louisiana. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Cecil Graves GM/Dodge/Chrysler to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a

concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

588. Plaintiff, Jeffrey Stracensky (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Ohio residing in the City of Tallmadge, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about August 17, 2018, at RPM Auto Sales, an authorized FCA dealer in Mogadore, Ohio. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to RPM Auto Sales to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate

result of Defendants' misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

589. Plaintiff, David Irwin Antokal (for the purpose of this paragraph, "Plaintiff"), a citizen of the State of Virginia residing in the City of Midlothian, bought a 2015 Jeep Grand Cherokee EcoDiesel® (for the purpose of this paragraph, the "Subject Vehicle") on or about January 21, 2016, at Whitten Brothers, Inc., an authorized FCA dealer in Richmond, Virginia. Plaintiff decided to buy the Subject Vehicle based in part on FCA's representations that it was an "EcoDiesel" vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Jeep website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Whitten Brothers, Inc. to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle's EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Subject Vehicle,

or would have paid less for it, had Defendants not concealed the unauthorized emission control devices.

590. Plaintiff, Terry Hargis (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Arizona residing in the City of Gilbert, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 1, 2018, at Bill Luke, an authorized FCA dealer in Phoenix, Arizona. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Bill Luke to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants

not concealed the unauthorized emission control devices.

591. Plaintiff, Andrew Davis (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Maryland residing in the City of Lutherville, bought a 2014 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about August 21, 2014, at Don White’s Timonium Chrysler Dodge Jeep Ram, an authorized FCA dealer in Cockeysville, Maryland. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Don White’s Timonium Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would

have paid less for it, had Defendants not concealed the unauthorized emission control devices.

592. Plaintiff, Andrew Davis (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Maryland residing in the City of Baltimore, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about April 25, 2016, at Len Stoler Chrysler Dodge and Jeep, an authorized FCA dealer in Westminister, Maryland. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Len Stoler Chrysler Dodge and Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the

unauthorized emission control devices.

593. Plaintiff, Richard Harris (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Arkansas residing in the City of Lonoke, bought a 2016 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about May 1, 2016, at Red River Dodge Chrysler Jeep, an authorized FCA dealer in Heber Springs, Arkansas. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Red River Dodge Chrysler Jeep to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the unauthorized emission

control devices.

594. Plaintiff, Michael Batdorff (for the purpose of this paragraph, “Plaintiff”), a citizen of the State of Illinois residing in the City of Wonder Lake, bought a 2104 Dodge Ram 1500 EcoDiesel® (for the purpose of this paragraph, the “Subject Vehicle”) on or about November 15, 2014, at Antioch Chrysler Dodge Jeep Ram, an authorized FCA dealer in Antioch, Illinois. Plaintiff decided to buy the Subject Vehicle based in part on FCA’s representations that it was an “EcoDiesel” vehicle (i.e., reduced emissions and fuel efficient). Plaintiff recalls visiting the Ram website, on which the Subject Vehicles were represented as environmentally friendly, having low emissions and good fuel economy. Plaintiff also recalls seeing television commercials about the Subject Vehicles. When Plaintiff went to Antioch Chrysler Dodge Jeep Ram to purchase the Subject Vehicle, the sales associate touted the Subject Vehicle’s EcoDiesel® attributes, including its fuel economy and performance. These representations, along with the advertised fuel economy, were among the primary reasons Plaintiff chose the Subject Vehicle. At the time of purchase, Plaintiff did not know that the Subject Vehicle could perform as advertised only by emitting NOx at levels that are greater than advertised and above legal limits. Nor was Plaintiff aware that his/her Subject Vehicle was equipped with undisclosed and unauthorized emission control devices designed to cheat emission tests and to deceive consumers and regulators. Plaintiff would not have purchased the Subject Vehicle, or would have paid less for it, had he/she known that it did not comply with emission standards; that its emission treatment system was designed to de-activate during real-world driving conditions; and that it could not achieve the advertised towing power, performance, and/or fuel economy without cheating emission tests. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants’ misconduct, and would not have purchased the Subject Vehicle, or would have paid less for it, had Defendants not concealed the

unauthorized emission control devices.

JURISDICTION AND VENUE

595. This Court has jurisdiction over the lawsuit because Plaintiffs and FCA are citizens of different states and because the matter in controversy exceeds \$75,000.00 pursuant to 28 U.S.C. §1332(a). Declaratory relief is available pursuant to 28 U.S.C. § § 2201 and 2202. The Court had supplemental jurisdiction under U.S.C. § 1367 over Plaintiffs' state law claims because said claims are so related to the claims within the Court's jurisdiction that they form part of the same case or controversy under Article 3 of the United States Constitution. In addition, subject-matter jurisdiction over this action under 28 U.S.C. § 1331 (federal question) and 18 U.S.C. § 1964 (RICO). The Court also has original subject-matter jurisdiction over this action under 28 U.S.C. § 1332(d), because there are numerous Plaintiffs the amount in controversy exceeds \$5,000,000, and there is the required diversity of citizenship pursuant to 28 U.S.C. § 1332(d)(2).

596. Venue is proper in this district under 28 U.S.C. § 1391(a)(3) because FCA is subject to personal jurisdiction in this district and there is no other district where the suit may be brought. In addition, venue is proper in this district under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in this District. Defendants have marketed, advertised, sold, and leased the Subject Vehicles, and otherwise conducted extensive business, within this District. In addition, or in the alternative, venue is proper under 28 U.S.C. § 1407(a), which authorizes the Judicial Panel on Multidistrict Litigation to transfer consolidated multidistrict litigation "to any district."

INTRADISTRICT ASSIGNMENT

597. This action is properly assigned to the Eastern District of Michigan Southern

Division pursuant to Civ. L.R. 3-2 because a substantial part of the events or omissions giving rise to Plaintiffs' claims arose in the counties served by the Eastern District of Michigan. Several named Plaintiffs purchased and maintain their EcoDiesel Vehicles in the counties served by this Division. Moreover, FCA conducts substantial business in the counties served by this Division, has marketed, advertised, sold and leased the EcoDiesel Vehicles in those counties, and has caused harm to Plaintiffs residing in those counties. Furthermore, there is a similarly filed Complaint which was filed with the United States District Court Northern District of California San Francisco Division identified as Case No. 3:17-md-02777 and currently before presiding Judge Edward M. Chen.

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

I. FIAT CHRYSLER SEEKS TO CAPITALIZE ON THE GROWING U.S. "CLEAN" DIESEL MARKET

598. As part of a strategy to expand its North American presence, in 2009, Fiat began its acquisition of one of the "Big 3" U.S. automakers, Chrysler. In November of that year, CEO Marchionne unveiled an ambitious five-year plan to, among other things, roll out "more diesel variants" under the Jeep brand and to give Ram's "Light duty (1500)" pickup truck a "refresh/facelift."⁶

599. By 2014, Fiat had become Fiat Chrysler Automobiles, Chrysler had become FCA, and VM Motori, a long-time supplier, was now part of the Fiat Chrysler sprawling family of affiliated companies. In May of that year, Marchionne announced another five-year plan at FCA's headquarters in Auburn Hills, Michigan, to increase Fiat Chrysler's competitiveness against global

⁶ Todd Lassa, *Fiatopolooza! Chrysler's Five-Year Plan*, MotorTrend (Nov. 6, 2009), <http://www.motortrend.com/news/Chrysler-five-year-plan/>.

auto giants, such as Toyota, Volkswagen, and General Motors, by increasing annual sales to seven million vehicles by 2018, up from 4.4 million in 2013.⁷ Integral to the strategy was the expansion of the “Jeep portfolio” and updates to the “bread-and-butter Ram 1500,” including “diesel engines.”⁸

600. During this same time frame, emission standards in the United States were ratcheting up. In contrast to other global automakers, like Toyota and Ford, which were focusing on developing hybrid and electric cars, Chrysler—now FCA and under the control of Fiat—took another path: “[r]eflecting its ties with Europe-based Fiat, Chrysler appears to be taking yet another route that focuses less on electrification and *more heavily on light-duty diesels* and compressed natural gas.”⁹

601. Indeed, as early as July 2010, Chrysler commissioned and presented research to “[i]dentify the trade-offs that consumers make relative to powertrain technologies”—including diesel—and “[i]dentify possible conquest opportunities associated with offering a RAM light- duty Diesel engine.” FCA-MDL-001184465-524. Among other things, the study “recommend[ed] ... [c]apitalizing on improved fuel economy to increase interest in a Light Duty Diesel engine among L[ight] D[uty] owners.” *Id.*

602. In December 2010, Chrysler requested a meeting with Bosch and Fiat to discuss “Chrysler’s main motivation” of “captur[ing] the developing N[orth] A[merican] diesel market.” RBL-MDL2777-PE-300169862-64. Bosch’s notes of the meeting indicate that the projected profitability status” for SUVs (and other vehicle segments) was “medium to high (+\$300 to

⁷ Jerry Hirsch and David Undercoffler, *Fiat Chrysler Unveils Aggressive Five-Year Plan*, Los Angeles Times (May 6, 2014), <http://www.latimes.com/business/la-fi-chrysler-revamp-20140507-story.html>.

⁸ Christian Seabaugh, *Ram and Ferrari’s Place in Fiat Chrysler’s Five-Year Plan*, MotorTrend (May 6, 2014), <http://www.motortrend.com/news/ram-and-ferraris-place-in-fiat-chryslers-five-year-plan/>.

⁹ Drew Winter, *Chrysler Eyes Different Path to Meeting New CAFE Standards*, WardsAuto (Aug. 29, 2012), <http://wardsauto.com/technology/chrysler-eyes-different-path-meeting-new-cafe-standards>.

14+\$800 margin per diesel vehicle).” *Id.* An additional meeting was planned for December 8, 2010 with “Chrysler, VM, [and] Bosch” to “discuss further,” and a “Chrysler NA diesel decision meeting with Marchionne” was “scheduled for” December 11, 2010. *Id.*

603. In 2012, Marchionne was quoted as saying, “with 2016 ‘just around the corner’ and 2025 not far away given the auto industry’s long product-development lead times, ‘there are big choices to be made[.]’”¹⁰ Marchionne explained that “Chrysler, which is starting to share platforms and powertrains with Fiat, wants to leverage the European auto maker’s strengths in *diesels* and CNG-powered vehicles.”¹¹ As one commentator put it at the time, “[f]uel-efficient towing remains a strong point of diesels, and Marchionne says he still is optimistic about the potential of light-duty diesels in the U.S. despite significant emissions challenges.”¹²

604. This is further reflected in a March 2013 Chrysler research document entitled “Alternative Powertrain” in which the company sought to better understand the “needs, wants, expectations and functional requirements relative to . . . alternative powertrain technologies such as hybrids, electric, diesel, and compressed natural gas.” FCA-MDL-001239766-774. The research concluded that “consumers want their next vehicle to do everything their current vehicle does, with better fuel economy and no sacrifice in usability,” and further noted that “[l]arge segments (Pickups) with a need to tow and haul show most interest in Alternative fuels/technology for internal combustion engines.” *Id.* at 9.

605. FCA ultimately decided to push into this market beyond its existing heavy-duty diesel trucks (which use engines from a different supplier, Cummins) and, in 2014, it introduced both the light-duty Ram 1500 “EcoDiesel®” and the Jeep Grand Cherokee “EcoDiesel®.” These

¹⁰ *Id.*

¹¹ *Id.* (*emphasis added*).

¹² *Id.*

are the Subject Vehicles at issue here.

606. Fiat Chrysler was not alone. Seeing an opportunity for growth in the U.S. market, other major automakers rushed to develop and market “clean diesel” engines. Volkswagen, Mercedes-Benz, Ford, General Motors, and other manufacturers also began selling diesel cars and trucks as a more efficient (and thus environmentally-friendly) alternative to gasoline vehicles with no loss of power or performance: the advertised difference was that new emission control technology could make small diesel engines (long regarded by American consumers as fuel efficient but foul-smelling polluters) powerful and clean in addition to fuel-efficient. The marketing worked, and millions of diesel vehicles were sold and leased in the United States between 2007 and 2016.

607. The green bubble for diesel vehicles first popped on September 18, 2015, when the EPA issued a Notice of Violation of the CAA to Volkswagen and Audi for installing illegal “defeat devices” in 2009–2015 2.0-liter diesel vehicles. A defeat device, as defined by the EPA, is any apparatus or technology that unduly reduces the effectiveness of emission control systems under normal driving conditions. The EPA found that the Volkswagen/Audi defeat device allowed the vehicles to pass emission testing while polluting far in excess of emission standards, revealing the new “clean diesel” technology to be illusory. CARB also announced that it had initiated an enforcement investigation of Volkswagen pertaining to the vehicles at issue in the Notice of Violation. On September 22, 2015, Volkswagen admitted that 11 million diesel cars worldwide were installed with the same defeat device software.¹³ Volkswagen wasn’t alone as, soon after, government agencies began to reveal that other automakers sold dozens of models exceeding

¹³ See Nathan Bomey, *Volkswagen Emission Scandal Widens: 11 Million Cars Affected*, USA Today (Sept. 22, 2015), <http://www.usatoday.com/story/money/cars/2015/09/22/volkswagen-emissions-scandal/72605874/>, at a higher compression ratio than gasoline engines and because diesel fuel contains more energy than gasoline.

allowable emission levels under applicable standards. Nevertheless, the Defendants in this action continued with business as usual, concealing from regulators and consumers their Subject Vehicles' emissions-related behavior and performance.

II. DEFENDANTS' DIRTY "ECODIESEL®" SCHEME

608. Federal and state emission standards are in place to protect Americans from pollution and certain chemicals known to cause disease in humans. Automobile manufacturers must abide by applicable laws and adhere to EPA rules and regulations (and those of CARB in California and 14 other states that have adopted California's standards). The CAA requires vehicle manufacturers to certify to the EPA that the vehicles sold in the United States meet applicable federal emission standards to control air pollution. Every vehicle sold in the United States must be covered by an EPA-issued COC, and every vehicle sold in the State of California must be covered by a CARB-issued EO.

609. There is a very good reason that these laws and regulations exist and apply to vehicles with diesel engines: in 2012, the World Health Organization declared diesel vehicle emissions to be carcinogenic and about as dangerous as asbestos.

610. Diesel engines pose a unique challenge because they have an inherent trade-off between power, fuel efficiency, and emissions: the greater the power and fuel efficiency, the dirtier and more harmful the emissions. Instead of using a spark plug to combust highly refined fuel with short hydrocarbon chains, as gasoline engines do, diesel engines compress a mist of liquid fuel and air to very high temperatures and pressures, which causes the fuel/air mixture to combust. This causes a more powerful compression of the pistons, which can produce greater engine torque (that is, more power). Diesel engines are able to do this both because they operate at a higher

compression ratio than gasoline engines and because fuel contains more energy than gasoline.

611. But this greater energy and fuel efficiency comes at a cost: diesel produces dirtier and more dangerous emissions. Diesel combustion produces NO_x, a variety of nitrogen and oxygen chemical compounds that only form at high temperatures. NO_x pollution contributes to nitrogen dioxide, particulate matter in the air, and reacts with sunlight in the atmosphere to form ozone. Exposure to these pollutants has been linked with serious health dangers, including asthma attacks and other respiratory illnesses serious enough to send people to the hospital. Ozone and particulate matter exposure have been associated with premature death due to respiratory-related or cardiovascular-related effects. Children, the elderly, and people with respiratory illnesses are at acute risk of health effects from these pollutants.

612. Given the risks, minimizing NO_x is paramount. But removing these pollutants from untreated exhaust is difficult, and diesel automakers have reacted by trying to remove NO_x from the exhaust using catalysts. Modern turbodiesel engines use ceramic diesel filters to trap particulates before they are emitted. Many also use a technology called “selective catalytic reduction” (“SCR”) to reduce NO_x emissions. SCR systems inject a measured amount of urea solution into the exhaust stream, which breaks oxides of nitrogen down into less noxious substances before they are emitted. SCR-equipped vehicles must carry an onboard tank of fluid for this purpose, and injection of the fluid is controlled by the same engine control module that manages the fuel-air mixture and other aspects of engine operation.

613. FCA’s response to this challenge was the EcoDiesel® engine. Emission reductions start in the cylinder with advanced fuel injection strategies. After the byproducts of combustion leave the engine, the EcoDiesel® technology treats these emissions using a diesel oxidation catalyst, diesel particulate filter, and SCR.

614. The Subject Vehicles use engine management computers to monitor sensors throughout the vehicle and operate nearly all of the vehicle's systems according to sophisticated programming that can sense and vary factors like steering, combustion, and emissions performance for different driving situations. To manage engine and emission controls, the Subject Vehicles use a Bosch EDC system. Bosch GmbH and Bosch LLC designed, tested, customized, manufactured, and sold these EDC systems, including software code, to Fiat Chrysler (along with other automakers including Volkswagen, Mercedes, and General Motors) for use in the Subject Vehicles.

615. The system used in the Subject Vehicles is Bosch's EDC Unit 17 (also called "EDC17"). A February 28, 2006, Bosch press release introduced the "New Bosch EDC17 engine management system" as the "brain of diesel injection" which "controls every parameter that is important for effective, low-emission combustion." The EDC17 offered "[e]ffective control of combustion" and a "[c]oncept tailored for all vehicle classes and markets." In the press release, Bosch touted the EDC17 as follows:

EDC17: Ready for future demands

Because the computing power and functional scope of the new EDC17 can be adapted to match particular requirements, it can be used very flexibly in any vehicle segment on all the world's markets. In addition to controlling the precise timing and quantity of injection, exhaust gas recirculation, and manifold pressure regulation, it also offers a large number of options such as the control of particulate filters or systems for reducing nitrogen oxides. The Bosch EDC17 determines the injection parameters for each cylinder, making specific adaptations if necessary. This improves the precision of injection throughout the vehicle's entire service life. The system therefore makes an important contribution to observing future exhaust gas emission limits.¹⁴

616. Bosch's EDC Unit 17 controls emissions by periodically reading sensor values,

¹⁴ See Bosch press release, *The brain of diesel injection: New Bosch EDC17 engine management system* (Feb. 28, 2006), <http://www.bosch-resse.de/presseforum/details.htm?txtID=2603&locale=en>.

evaluating a control function, and controlling actuators based on the control signal.¹⁵ Sensor readings include crankshaft position, air pressure, air temperature, air mass, fuel temperature, oil temperature, coolant temperature, vehicle speed, exhaust oxygen content, as well as driver inputs such as accelerator pedal position, brake pedal position, cruise control setting, and selected gear. Based on sensor input, EDC17 controls and influences the fuel combustion process including, in particular, fuel injection timing, which affects engine power, fuel consumption, and the composition of the exhaust gas.¹⁶

617. In 2010 or 2011, VM Motori announced a new diesel engine: a V6, 3.0-liter displacement engine intended for inclusion in SUVs, trucks, and large sedans. This engine had been under development for use in a General Motors automobile for the European market.¹⁷ However, Fiat acquired 50% of VM Italy in 2011, and began working with VM Motori to develop the engine for use in FCA vehicles to be sold in the United States.

618. As Ram Trucks' Chief Engineer said at the time, "We were fortunate at this point in time that our partners at Fiat owned half of VM Motori, who makes this diesel engine We combined resources and developed them together."¹⁸

619. According to its website, VM Motori is deeply involved in the development and testing of all aspects of the engine: "We take care of the engines and their applications, working together with the Customers to the least detail to ensure a perfect matching between the engine and the machine, supporting our partners from A to Z, from engine- to-machine coupling up to the

¹⁵ Moritz Contag, Guo Li, Andre Pawlowski, Felix Domke, Kirill Levchenko, Thorsten Holz, and Stefan Savage, *How They Did It: An Analysis of Emission Defeat Devices in Modern Automobiles* (2017), <https://cseweb.ucsd.edu/~klevchen/diesel-sp17.pdf>.

¹⁶ *Id.*

¹⁷ Chad Westfall, *An Inside Look At The Ram 1500 3.0L EcoDiesel*, Engine Labs (Jan. 11, 2015), <http://www.engine labs.com/engine-tech/an-inside-look-at-the-ram-1500-3-0l-ecodiesel/>.

¹⁸ *Id.*

production.”¹⁹

620. In fact, VM Motori boasts of its involvement in: “Calibration development to meet specific vehicle/end user requirements, Exhaust after-treatment system development, [and] Environmental trips (hot/cold climate, high altitude, etc.).”²⁰ VM Motori also notes that its facilities include: “Rolling dyno for vehicle emission measurement [and] 17 engine test benches for emission/performance development.”²¹

621. The engine originally was developed for use in Europe, where standards for emission of oxides of nitrogen from diesel vehicles are less stringent than in the United States. Rather than make the engine compliant with U.S. emissions standards, FCA opted to cheat on the emission test.

622. In January of 2013, Bosch LLC announced that its “clean diesel” technology, including the EDC Unit 17, would be featured in the new 2014 Jeep Grand Cherokee 3.0-Liter EcoDiesel®.²² As part of that announcement, Bosch LLC stated: “The 2014 Jeep Grand Cherokee features a Bosch emission system compliant with the most stringent emission regulations in the world. From fuel tank to tailpipe, Bosch is pleased to equip this vehicle with top technologies to give consumers a great driving experience requiring fewer stops at the pump.”²³ Bosch LLC also announced that the “clean diesel” system for the Jeep Grand Cherokee would be assembled at Bosch’s facility in Kentwood, Michigan.

623. In reality, Fiat Chrysler—working with VM Italy and VM America on the design of the EcoDiesel®’s engines and Bosch GmbH and Bosch LLC on the design of the EDC Unit

¹⁹ *Research and Development*, VM Motori, <http://www.vmmotori.com/r-s/vm-motori/r-s-2.htm>.

²⁰ *Id.*

²¹ *Id.*

²² *Bosch Announces Clean Diesel Technology On 2014 Jeep Grand Cherokee*, *supra* note 5.

²³ *Id.*

17—was either unable or unwilling to devise a solution within the constraints of the law. And so, like their rivals at Volkswagen, they devised one outside of it. Instead of cutting their losses on “EcoDiesel,” delaying the production of the Subject Vehicles, or coming clean, Fiat Chrysler worked closely with VM Italy and VM America and Bosch GmbH and Bosch LLC to customize the EDC Unit 17 to allow Subject Vehicles to simulate “passing” the EPA and CARB testing. Unlike during testing, the software disables or restricts certain of the emission controls during real-world driving conditions. When the emission controls are de-activated on the road, the Subject Vehicles emit up to 20 times the legal limits of NOx.

624. These software controls designed and implemented by Bosch GmbH and Bosch LLC were concealed from regulators on COC and EO applications for the Subject Vehicles, thus deceiving the EPA and CARB into approving the Subject Vehicles for sale throughout the United States, including California. Of course, consumers, who have no way of discerning that the emission control technology de-activated during real-world driving conditions, were likewise deceived.

625. Specifically, Bosch GmbH and Bosch LLC worked hand-in-glove with Fiat Chrysler and VM Motori to develop and implement a specific set of software algorithms for implementation in the Subject Vehicles, which enabled FCA to adjust fuel levels, exhaust gas recirculation, air pressure levels, and even urea injection rates.²⁴

626. A study recently published by researchers at the University of California, San Diego, and Ruhr-Universität Bochum in Germany revealed technical documents showing that Bosch code was used in a so-called defeat device for a Fiat vehicle. The study described the

²⁴ See generally *Engine management*, Bosch Auto Parts, http://de.bosch-automotive.com/en/parts_and_accessories/motor_and_sytems/diesel/engine_management_2/engine_control_unit_1/ (describing capabilities of Bosch EDC units).

software as setting one mode for when a vehicle is being tested for emissions, but then allowing tailpipe pollution to spike in real-world driving conditions.²⁵ The study described Bosch's role in building the electronic control unit ("ECU") hardware and developing the software running on the ECU and found there was "no evidence that automobile manufacturers write any of the code running on the ECU."²⁶ To the contrary: "All code we analyzed in this work was documented in documents copyrighted by Bosch and identified automakers as the intended customers."²⁷ The study concluded: "We find strong evidence that both defeat devices were created by Bosch and then enabled by Volkswagen and Fiat for their respective vehicles."

627. For context, when carmakers test their vehicles against EPA emission standards, they place their cars on dynamometers (essentially large treadmills or "rollers") and then perform a series of specific maneuvers prescribed by federal regulations to simulate driving and test emissions in a controlled environment. Bosch's EDC Unit 17 gave Fiat Chrysler the ability to detect test scenarios by monitoring vehicle speed, acceleration, engine operation, air pressure, and even the position of the steering wheel. For example, given that the steering wheel cannot be turned on a dynamometer, Bosch programmed a sensor which detected whether or not the steering wheel turned. When the EDC Unit 17's detection algorithm detected an emission test was complete, the EDC Unit 17 could de-activate or reduce the emission control systems' performance, causing the Subject Vehicle to spew illegal amounts of NOx emissions when out on the road.

628. This workaround was illegal. The CAA expressly prohibits defeat devices, defined as any auxiliary emission control device "that reduces the effectiveness of the emission control

²⁵ See Ryan Been, *Study of VW's Cheating on Diesels Examines Role of Bosch Code*, Bloomberg Technology (June 9, 2017), <https://www.bloomberg.com/news/articles/2017-06-09/study-of-vw-s-cheating-on-diesels-examines-role-of-bosch-code>.

²⁶ Moritz Contag, *et al.*, *How They Did It: An Analysis of Emission Defeat Devices in Modern Automobiles*, *supra* note 15.

²⁷ *Id.*

system under conditions which may reasonably be expected to be encountered in normal vehicle operation and use.” 40 C.F.R. § 86.1803-01; *see also id.* § 86.1809-10 (“No new light-duty vehicle, light-duty truck, medium-duty passenger vehicle, or complete heavy-duty vehicle shall be equipped with a defeat device.”). Moreover, the CAA prohibits the sale of components used as defeat devices, “where the person knows or should know that such part or component is being offered for sale or installed for such use or put to such use.” 42 U.S.C. § 7522(a)(3). Finally, in order to obtain a COC, automakers must submit an application, which lists all auxiliary emission control devices installed in the vehicle, a justification for each, and an explanation of why the control device is not a defeat device.

629. As the EPA has now alleged against Fiat, FCA, VM Italy, and VM America, Defendants did not disclose, and affirmatively concealed, the presence of performance-altering software code developed with Bosch GmbH and Bosch LLC from government regulators. In other words, FCA lied to the government, its customers, its dealers, and the public at large.

630. Because FCA lied on the COC and EO applications, these COCs and EOs were fraudulently obtained. And because the Subject Vehicles did not conform “in all material respects” to the specifications provided in the COC and EO applications, the Subject Vehicles were never covered by a valid COC or EO, and thus were *never* legal for sale—nor were they EPA and/or CARB compliant, as represented. With the complicity of Bosch and VM Motori, Fiat Chrysler hid these facts from the EPA, CARB, and other regulators, from FCA dealers and consumers, and FCA continued to sell and lease the Subject Vehicles to the driving public, despite their illegality.

631. Fiat Chrysler’s illegal workaround was enabled by a close partnership with Bosch, which enjoyed a sizable portion of its annual revenue from manufacturing parts used in the Subject

Vehicles and other “clean” diesel vehicles.²⁸ Bosch GmbH and Bosch LLC were aware that Fiat Chrysler used its emission control technology as a concealed auxiliary (or defeat) device and is specifically tailored to allow the Subject Vehicles to evade detection.

632. Bosch GmbH and Bosch LLC worked closely with Fiat Chrysler and VM Motori to create specifications and software code for each Subject Vehicle model. Indeed, customizing a road-ready ECU is an intensive three-to five-year endeavor involving a full-time Bosch presence at an automaker’s facility. VM Italy and VM America likewise worked closely with Bosch GmbH, Bosch LLC, and Fiat Chrysler in designing, installing, and calibrating the engines for the Subject Vehicles.

633. All Bosch EDCs, including the EDC17, run on complex, highly proprietary engine management software over which Bosch exerts near-total control. In fact, the software is typically locked to prevent customers, like Fiat Chrysler, from making significant changes on their own. Accordingly, both the design and implementation are interactive processes, requiring Bosch’s close collaboration with the automaker from beginning to end.

634. Bosch GmbH and Bosch LLC’s security measures further confirm that its customers cannot make significant changes to Bosch software without their involvement. Bosch boasts that its security modules protect vehicle systems against unauthorized access in every operating phase, meaning that no alteration could have been made without either a breach of that security—and no such claims have been advanced—or Bosch’s knowing participation.²⁹

635. Unsurprisingly, then, at least one car company engineer has confirmed that Bosch

²⁸ Approximately 50,000 of Bosch’s 375,000 employees worked in the diesel technology operations branch of Bosch. *See Bosch probes whether its staff helped VW’s emissions rigging*, Automotive News (Jan.27, 2016), <http://www.autonews.com/article/20160127/COPY01/301279955/bosch-probes-whether-its-staff-helped-vws-emissions-rigging>.

²⁹ *Reliable Protection for ECUs*, ESCRYP (May 12, 2016), <https://www.escrypt.com/en/news-events/protection-for-ecus>.

maintains absolute control over its software as part of its regular business practices:³⁰

I've had many arguments with Bosch, and they certainly own the dataset software and let their customers tune the curves. Before each dataset is released it goes back to Bosch for its own validation.

Bosch is involved in all the development we ever do. They insist on being present at all our physical tests and they log all their own data, so someone somewhere at Bosch will have known what was going on.

All software routines have to go through the software verification of Bosch, and they have hundreds of milestones of verification, that's the structure

The car company is never entitled by Bosch to do something on their own.

636. Defendants' work on the EDC17 reflected a highly unusual degree of coordination among them. As they did with Volkswagen, the units required the work of numerous Bosch coders for a period of more than ten years.³¹ Although Bosch publicly introduced the EDC17 in 2006, it had started to develop the engine management system years before.³²

637. Bosch was concerned about getting caught in the scheme to enable diesel emissions cheating. As reported in the German newspaper, *Bild am Sonntag*, and a French publication, a Volkswagen internal inquiry found that in 2007, Bosch warned Volkswagen by letter that using the emission-altering software in production vehicles would constitute an "offense."³³ Yet, Bosch concealed the software, and its emission control functions, in various "clean" diesel vehicles, including the Subject Vehicles, from U.S. regulators and consumers.

638. Bosch LLC worked closely with Bosch GmbH and diesel automakers, both in the United States and in Germany, to ensure that the "clean" diesels, like the Subject Vehicles, passed

³⁰ Michael Taylor, *EPA Investigating Bosch over VW Diesel Cheater Software*, Car and Driver (Nov. 23, 2015), <http://blog.caranddriver.com/epa-investigating-bosch-over-vw-diesel-cheater-software/>.

³¹ Again, approximately 50,000 of Bosch's 375,000 employees worked in the diesel technology operations branch of Bosch. See *Bosch Probes Whether Its Staff Helped VW's Emissions Rigging*, *supra* note 28.

³² See *The brain of diesel injection: New Bosch EDC17 engine management system*, *supra* note 14.

³³ *Bosch warned VW about illegal software use in diesel cars, report says*, Automotive News (Sept. 27, 2015), <http://www.autonews.com/article/20150927/COPY01/309279989/bosch-warned-vw-about-illegal-software-use-in-diesel-cars-report-says>; see also *VW Scandal: Company Warned over Test Cheating Years Ago*, BBC (Sept 27, 2015), <http://www.bbc.com/news/business-34373637>.

emission testing. Bosch LLC employees frequently communicated with regulators in the United States and actively worked to ensure that diesel vehicles were approved for sale in the United States. For example, we now know that employees of Bosch LLC and Bosch GmbH provided specific information to regulators in the United States about how Volkswagen's vehicles functioned and unambiguously stated that the vehicles met emission standards. Bosch LLC regularly communicated to its colleagues and clients in Germany about ways to deflect and diffuse questions from regulators in the United States about those vehicles. On information and belief, Bosch LLC also assisted in concealing the true nature of the emission control technology from regulators in the United States with respect to the Subject Vehicles at issue here.

639. Bosch not only kept this "dirty" secret safe, it went a step further and actively lobbied lawmakers to push "clean diesel" in the United States. As early as 2004, Bosch announced a push to convince U.S. automakers that its diesel technology could meet tougher 2007 emission standards in the United States.³⁴ Bosch engaged in a multi-year, multi-million-dollar effort involving key players from Bosch in both Germany and the United States. In its efforts to promote "clean diesel" technology in the United States, Bosch GmbH acted on behalf of its global group of affiliated companies, including Bosch LLC.

640. Bosch's promotion of diesel technology specifically targeted the United States. For example, Bosch put on "California Diesel Days"³⁵ and "SAE World Congress in Detroit."³⁶ In 2008, Bosch LLC co-sponsored the "Future Motion Made in Germany-Second Symposium on Modern Drive Technologies" at the German Embassy in Washington, D.C., with the aim of

³⁴ Edmund Chew, *Bosch boosts US diesel lobbying*, Automotive News (Mar. 8, 2004), <http://www.autonews.com/article/20040308/SUB/403080876/bosch-boosts-us-diesel-lobbying>.

³⁵ *Bosch drives clean diesel in California*, Bosch, http://www.bosch.us/content/language1/html/734_4066.htm?section=28799C0E86C147799E02226E942307F2.

³⁶ *See, e.g., Bosch Brings Innovation, Green Technology to SAE 2009 World Congress*, Bosch, http://www.bosch.us/content/language1/html/734_7432.htm?section=CDAF31A468D9483198ED8577060384B3.

providing a venue for “stakeholders to gain insight into the latest technology trends, and to engage in a vital dialogue with industry leaders and policymakers.”³⁷

641. Bosch LLC hosted multi-day conferences open to regulators and legislators and held private meetings with regulators, in which it proclaimed extensive knowledge of the “clean” diesel technology, including the calibrations necessary for the vehicles to comply with emission regulations.

642. In April 2009, for example, Bosch organized and hosted a two-day “California Diesel Days” event in Sacramento, California. Bosch invited a roster of lawmakers, journalists, executives, regulators and non-governmental organizations with the aim of changing perceptions of diesel from “dirty” to “clean.”³⁸ The event featured “clean diesel” vehicles as ambassadors of “clean diesel” technology. The stated goals were to “build support for light-duty diesel as a viable solution for achieving California’s petroleum and emission reduction objectives.” (*Id.*)

643. Bosch also joined in events promoting the Subject Vehicles. At one such event hosted by Ram, Jeep and Bosch in Traverse City, Michigan, Bosch made a number of statements regarding the 3.0-liter EcoDiesel V6’s performance. It stated that the “Bosch emissions control system helps ensure that virtually no particulates and minimal oxides of nitrogen (NOx) exit the tailpipe” and that a Jeep Grand Cherokee or Ram 1500 diesel’s engine provides a fuel economy that is “30% better than a comparable gasoline engine.”³⁹

644. In 2009, Bosch also became a founding member of the U.S. Coalition for Advanced

³⁷ *Bosch: Clean Diesel is Key Part of Future Technology Mix*, Bosch, http://us.bosch-press.com/tbwebdb/bosch-usa/en-US/PressText.cfm?CFID=59743263&CFTOKEN=b0c61c28412924c-BCBB064E-FD22-FC33-50650318_A8803D2B&nh=00&Search=0&id=364.

³⁸ *Bosch drives clean diesel in California*, *supra* note 35; *see also California Diesel Days*, The U.S. Coalition for Advanced Diesel Cars, <http://www.californiadieseldays.com/>.

³⁹ Dale Jewett, *EcoDiesel: An Essential Tool for Every Outdoorsman*, Objects in the Mirror...(blog operated by FCA Digital Media) (May 22, 2015), <https://blog.fcanorthamerica.com/2015/05/22/ecodiesel-an-essential-tool-for-every-outdoorsman/>.

Diesel Cars.⁴⁰ One of this “advocacy” group’s purposes included “promoting the energy efficiency and environmental benefits of advanced clean diesel technology for passenger vehicles in the U.S. marketplace.”⁴¹ This group lobbies Congress, U.S. regulators, and CARB in connection with rules affecting “clean diesel” technology.⁴²

III. FCA’S MISLEADING MARKETING

A. Fiat Chrysler Identifies and Combats the “Dirty Diesel” Stigma

645. As described above, Fiat Chrysler, VM Motori, and Bosch began investigating strategies to develop and market diesel vehicles in the North American market in at least July 2010. FCA-MDL-001184465. As early as February 2012, Chrysler had already commissioned and presented research to understand how to market the diesel vehicles to consumers. FCA-DL-001182796-821.

646. This research confirmed that the Defendants had a significant obstacle to overcome: consumers associated diesel engines with old technology and, more importantly, with “negative images of smog and dirt.” *Id.*

647. This “dirty diesel” stigma was considerable. During Fiat Chrysler’s 2012 focus group addressing “diesel perceptions,” one consumer noted “[I] can’t stand diesel;” another felt “[diesel] has an image problem;” another explained that “when somebody says diesel, I just think of that black smoke;” to another, diesel evoked image of “smoke, exhaust;” another associated diesel with “old images of a truck letting off all of these emissions;” and, summing it up, one focus

⁴⁰ Chrissie Thompson, *New Coalition Aims To Promote Diesel Cars*, Automotive News (Feb. 2, 2009), <http://www.autonews.com/article/20090202/OEM06/302029728/new-coalition-aims-to-promote-diesel-cars>.

⁴¹ *About the Coalition*, The U.S. Coalition for Advanced Diesel Cars (May 22, 2015), <http://cleandieseldelivers.com/about/>.

⁴² *Id.*; see also, e.g., Letter to Mary T. Nichols & the California Air Resources Board concerning a statement made about diesel technology (Jan. 8, 2016), <http://cleandieseldelivers.com/media/Mary-Nichols-Letter-01082016.pdf>.

group participant noted “you just think dirty when you think diesel.” FCA-MDL- 001422127.

648. Unsurprisingly, then, Fiat Chrysler worked hard to rebut the dirty diesel stigma in communications directly with consumers and in training materials for dealers (to help the dealers persuade consumers to purchase the Subject Vehicles). In a Jeep EcoDiesel “Product Brief,” for example, Fiat Chrysler noted “[b]uyers can be resistant to consider a diesel purchase due to several perceptions that are no longer true” including that “diesels are filthy . . . [and] too loud and smelly.” FCA-MDL-000517246-53. The brief combats these perceptions by stating that “diesel engines are surprisingly responsible in view of ecological concerns.” *Id.* It also includes “key messages” for prospective consumers including: “Diesel engines offer clean operation with typically 25% less emissions than a gasoline engine.” *Id.* It also notes that the “3.0L EcoDiesel V6 uses Selective Catalyst Reduction (SCR) with DEF to help minimize exhaust emissions” and uses “NOx modules and sensors . . . to help control tailpipe emissions.” *Id.*

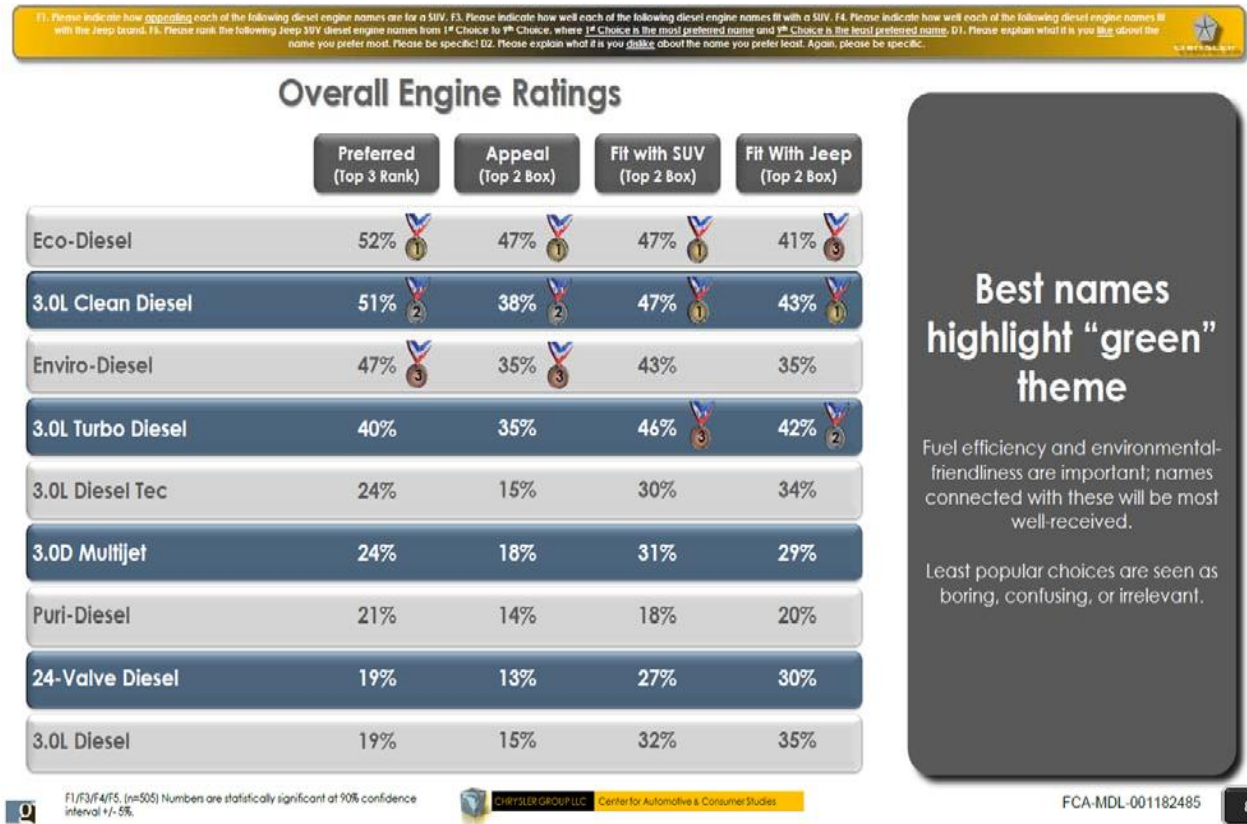
649. Similarly, a Ram 1500 “Targeted In-Dealership Training” guide notes that the two “most common misconceptions about diesel engines” are that “Diesels are noisy” and “Diesels are dirty.” FCA-MDL-000517194-203. As to the latter, the guide instructs dealers that the “Diesel Exhaust Fluid (DEF) and Selective Catalyst Reduction lower the exhaust emissions of diesel engines.” *Id.* It later explains that DEF “reduce[s] nitrous oxides coming out of the tailpipe” and “helps to create *non-harmful* emissions.” *Id.* (emphasis in original). The guide then states that “[o]ur EcoDiesel runs extremely clean for a truck powerplant.” *Id.*

650. In a “news” document, again presumably targeting Ram and Jeep dealers, Fiat Chrysler explained that “[w]hen pitching the EcoDiesel, it may help you to keep in mind a few advantages to driving a diesel engine.” FCA-MDL-000518525. One advantage was that “Diesels Are Getting Greener.” *Id.* The document then explained that “[i]n the past, diesels were seen as

polluters – a hindrance to environmentally conscious customers. Today’s diesels, however, run cleaner than they ever have before. For its part, the ecologically responsible EcoDiesel V6 is the cleanest light-duty engine available.” *Id.*

B. The EcoDiesel Name and Badge Communicate Environmental Friendliness and Fuel Efficiency

651. Fiat Chrysler also understood that a key component of overcoming the diesel stigma, and of marketing the Subject Vehicles’ purported environmental friendliness and fuel economy, was the naming and labeling of the diesel technology. As noted above, Fiat Chrysler conducted research in February 2012 to address this very issue. FCA-MDL-001182796-821. That research concluded that the “[b]est names [for Fiat Chrysler’s diesel engine] highlight ‘green’ theme.” *Id.* It further concluded that “[f]uel efficiency and environmental friendliness are *important; names connected with these will be most well-received.*” *Id.* (emphasis added). An excerpt from the research presentation is shown below:



652. The highest-ranked name, in terms of both appeal and preference, was “Eco-Diesel.” The research explained that “‘Eco’ encompasses green, efficient, and economic . . . and is strongly associated with being environmentally friendly.” Similarly, the research concluded that the EcoDiesel “[n]ame [i]mplies a variety of positive meanings – green, efficient, economic, etc.” Unsurprisingly, the “imagery” most associated with the name “EcoDiesel” was “Environmentally-Friendly” and “Fuel Efficient.” *Id.*

653. Although other potential names (*e.g.*, “Clean Diesel” and “Enviro Diesel”) had slightly higher associations with environmental friendliness, “EcoDiesel” communicated the combination of “green” credentials and fuel economy the best. Fiat Chrysler had found its winner.

654. Fiat Chrysler adopted and trademarked the “EcoDiesel” name and used it in virtually every advertisement for the Subject Vehicles. It also branded every single Subject Vehicle with an EcoDiesel badge. The two versions of the badge, used on Jeep Grand Cherokees and Ram 1500s,

respectively, are shown below:



655. This badging was *extremely important* to Fiat Chrysler. Jim Morrison, then the head of Jeep Brand Product marketing, gave a presentation some 20-30 times in which he explained that “consumers are immediately receptive to the EcoDiesel badging/logo” and “suggest that ‘Eco-diesel badging can initially change the impression of diesel vehicles.” FCA- MDL-001166458-533; Morrison Dep. Tr. 131:5-6. As the notes below the slide confirm, “[c]onsumers further believe that ***the word ‘Eco- Diesel’*** can change the perception of a diesel engine to something denoting ecologically conscious and economical to own and operate.” *Id.* (emphasis added). The full slide with notes is shown as follows:



Emotional and Financial Pillars



New EcoDiesel badging is appealing

- EcoDiesel name and badge create different attention for diesel by suggesting something is new and different
- Consumers are immediately receptive to the EcoDiesel badging/logo – having a modern implication
- Consumers suggest that 'Eco-diesel' badging can initially change the impression of diesel vehicles
- Jeep has an opportunity to re-define or "de-niche" the diesel market by establishing the brand as a diesel leader



November 2012 Consumer and Market Insights (7th Sense Research Group)

Also resonating is the EcoDiesel name and badge.

Consumer research shows that it creates a different attention for diesels by suggesting that it's new and different ... a significant departure from the diesel engines they or their parents grew up with.

Consumers are receptive to the EcoDiesel logo. It looks modern and hints at the technological innovation inherent in this engine.

Consumers further believe that the word "Eco-Diesel" can change the perception of a diesel engine to something denoting ecologically conscious and economical to own and operate.

The research further indicates that the EcoDiesel name provides us with the opportunity to redefine the diesel market by establishing ourselves as a diesel leader.

656. Mr. Morrison also confirmed the meaning and importance of the EcoDiesel name and badge in a sworn declaration he submitted in connection with a trademark dispute. There, he declared that “Chrysler decided to combine the terms ‘Eco,’ ‘Diesel,’ and ‘3.0L’ ... to refer to the engine because the engine is an economical, fuel-efficient, more environmentally friendly 3.0 liter diesel engine.” *Unitek Solvent Services, Inc. v. Chrysler Group, LLC*, No. 1:12-cv-00794, Dkt. 86-35 at ¶ 8 (June 4, 2013). He further explained that “Chrysler [also] based its decision to use the descriptive terms ‘eco’ and ‘ecodiesel’ on the fact that numerous third parties in a variety of industries use the term ‘eco’ to describe ecologically or environmentally friendly products or services that have been developed to reduce carbon emission, energy consumption, or otherwise preserve the environment.” *Id.* at ¶ 10.

657. Many additional documents confirm that Fiat Chrysler intended the name “EcoDiesel” and the EcoDiesel badge to convey both environmental friendliness and fuel economy. A September 2013 press release, for example, included a heading entitled “**Putting the ‘Eco’ in EcoDiesel**” under which it claimed that “[t]he new EcoDiesel V6 achieves 50-state emissions compliance for both tier II and BIN 5.” FCA-MDL-000519022-24 (emphasis in original). In other words, the “Eco” in EcoDiesel means not just environmental friendliness, generally, but also emissions compliance, specifically.

658. A later Ram press release entitled “Ram has ‘turned up the ECO’ on full-size truck MPGs . . . to 29” further demonstrates that the “Eco” in EcoDiesel also refers to fuel economy. FCA-MDL-001344885-86; FCA-MDL-001401873.

659. Again, the EcoDiesel badge was placed prominently on every single Subject Vehicle, and the word “EcoDiesel” was used in virtually every consumer-facing communication.

That word and badge represented to consumers that the Subject Vehicles were environmentally friendly and fuel efficient. Both representations, it turns out, were based on a lie: the Subject Vehicles were not, in fact, environmentally friendly, and could achieve their fuel economy only through concealed emissions apparatuses that caused the vehicles to pollute excessively in real-world driving conditions.

C. FCA Misrepresents the Subject Vehicles to Consumers in a Consistent and Pervasive Marketing Campaign

660. Fiat Chrysler's misleading representations about the Subject Vehicles, including their purported "green" credentials, superior fuel economy, and other performance characteristics were not limited to EcoDiesel badge. Indeed, FCA engaged in a full court press to market the Subject Vehicles, and to communicate to consumers the purported benefits of the EcoDiesel engine. These communication efforts included, among other things: (1) press releases aimed at generating positive news articles about the EcoDiesel attributes; (2) comprehensive dealer training materials that taught dealers how to sell the Subject Vehicles with false and misleading misrepresentations; (3) vehicle brochures disseminated at dealerships and elsewhere; (4) information and interactive features on FCA's websites and blogs; and (5) print and television marketing.

1. Press Releases and Media Communications

661. As early as 2013, FCA began issuing press releases that were sent directly to consumers and were also intended to generate consumer-facing articles and reviews about the EcoDiesel engine. There are many such examples. A representative sampling includes:

- a. A January 2013 press release announcing a “new, clean, 3.0-liter EcoDiesel V-6 engine” in the Jeep Grand Cherokee. The release touts the “30 mpg highway with driving range of more than 730 miles,” and the “class- leading 240 horsepower and massive 420lb.-ft of torque.” Notably, it also states that the “Selective Catalytic Reduction (SCR) help[s] the new engine” be “clean” and “50-state legal.” FCA-MDL-001134988-90.
- b. An October 2013 press release notifying the media that the “[n]ew 2014 Jeep Grand Cherokee EcoDiesel wins ‘Green’ category” of the 2014 Active Lifestyle Vehicle Awards. The release claims the Jeep EcoDiesel includes “clean-diesel technology” and delivers “best-in-class fuel economy and driving range.” FCA-MDL-000519206-07.
- c. A February 2014 press release proclaiming that the “2014 Ram 1500 EcoDiesel sets new fuel-economy benchmark of 28 MPG.” The release repeatedly touts the EcoDiesel’s fuel economy and claims that its SCR and EGR systems—both of which were compromised by the AECDs described herein—“contribute to 50-state compliance with Tier2/Bin 5 emissions regulations.” FCA-MDL-001142520-21.
- d. A November 2014 press release announcing that the “Ram 1500 EcoDiesel [was] named 2015 Green Truck of the Year by Green Car Journal.” The release states that the “Ram 1500 delivers an outstanding combination of best-in-class fuel efficiency, unsurpassed torque and a surplus of towing capacity.” It also quotes the editor of Green Car Journal who noted that “[t]he Ram 1500 EcoDiesel exemplifies what a ‘green’ truck should be.” FCA-MDL-000519290-01.
- e. A January 2015 press release announcing that the “Jeep Grand Cherokee EcoDiesel [was] named 2015 Green SUV of the Year by Green Car Journal.” The release again boasts the EcoDiesel’s “best-in-class” fuel economy, “untouched” range, “class-leading” horsepower, “massive” torque, and its “clean-diesel technology.” FCA-MDL-001377187-88
- f. A November 2016 press release boasting “best-in-class fuel economy and longest range with exclusive EcoDiesel – 29 mpg and 754 miles with Ram 1500.” FCA-MDL-001185732-34.

662. Notably, Marchionne himself was asked to approve, and did approve, a draft press release from February 2013 announcing that “Ram [was the] first to build light-duty diesel pickup.” The release promoted an “outstanding combination of best-in-class fuel efficiency, best-in-class torque and impressive capability.” It also stated that the “EcoDiesel . . . emissions are 60 percent

less than those produced by diesel powertrains 25 years ago.” FCA-MDL-001367858-59.

663. In some instances, these press releases were sent directly to consumers in “hand raiser” communications, as evidenced by a 2014 email to a prospective customer. That email “thanks [the prospective customer] for asking about the 2014 Ram 1500 EcoDiesel,”—which it says is “capable, efficient, and easy on the environment”—and links to a Ram “press release for more information.” FCA-MDL-001180641.

664. Even when not sent directly to consumers, all the press releases—and the consistent representations about environmental friendliness, fuel economy, and performance contained in them—were intended to, and did in fact, result in significant buzz and media attention for the EcoDiesel vehicles, to which Plaintiffs were exposed. The representations that resulted were false (because the vehicles contained concealed components that compromised the emissions control systems in real-world driving conditions) and deceptive (because the vehicles could not perform as represented without the concealed emission control components).

2. Dealer Training Materials

665. As noted above, FCA disseminated to its dealers comprehensive training materials to help them communicate the purported EcoDiesel attributes to consumers, and ultimately, to sell more Subject Vehicles. Those materials consistently emphasized the (supposed) environmental friendliness, fuel efficiency, and power of the EcoDiesel engine, among other attributes.

666. Ram, for example, held a “targeted in-dealership training” through its dealer-focused “Chrysler Academy” and disseminated an accompanying “participant reference guide.” The document explains that the training is “focuse[d] on features of Ram 1500 and will help you

sell down your 2014 model year vehicles while it also helps you prepare for the 2015s.” This training document includes an entire section on EcoDiesel, and as discussed above, it addresses the “common misconception” that “[d]iesels are dirty” and instructs that “Diesel Exhaust Fluid (DEF) and Selective Catalyst Reduction lower the exhaust emissions of diesel engines.” Then, answering the question “How clean is the 3.0L EcoDiesel V6?” the guide explains that “[o]ur EcoDiesel runs extremely clean.” It also states that the engine “[c]omplies with all diesel-related emissions standards,” and notes that selling points of the diesel include its “Fuel efficiency,” “Power (Torque),” and “Quality, Reliability and Durability (QRD).” Finally, the guide includes an “in the media section” highlighting positive reviews and articles. FCA-MDL-000517194-245.

667. Jeep held a similar Chrysler Academy event for dealers and also disseminated an accompanying “product reference guide” with eight pages devoted exclusively to the EcoDiesel engine. FCA-MDL-000518573-620. As with the Ram guide, the Jeep guide addresses the dirty diesel stigma, and offers selling points to rebut it. The guide explains that the EcoDiesel engine exhibits “confident power, surprisingly clean operation” and claims that “it is going to convert a host of new customers to the impressive benefits of pulse-quicken acceleration and efficient and ecological clean diesel operation.” It highlights the “clean operation and effective emissions control,” specifically noting that the SCR and EGR systems combine to mitigate NO_x and produce “clean diesel operation.” Finally, as shown below, it includes a “Key messages” section emphasizing the importance of fuel efficiency, “clean operation,” and “torque”:

DIRTY POLLUTER? – EXACTLY THE OPPOSITE - CLEANER AND MORE ECOLOGICAL THAN GASOLINE ENGINES

Today's clean diesel technology is:


- 30% more fuel efficient than its gasoline counterpart
- Produces around 25% less carbon dioxide (CO₂)
- Generates over 96% fewer emissions than the diesel engines of 1990s

Key messages

1. Today's diesel engines help conserve fossil fuel resources with a **30% reduction in fuel consumption** versus a gasoline engine
2. Diesel engines offer clean operation with typically **25% less emissions** than a gasoline engine
3. Diesel engines are fun to drive by offering **50% more torque** than a comparable gasoline engine

The 3.0L EcoDiesel V6 provides all these benefits at superb levels compared to the other diesel engines available in the SUV segment!

668. These themes are echoed almost verbatim in another, 13-page Chrysler Academy “Product Brief” focused exclusively on the EcoDiesel engine. FCA-MDL-001183753-65. As shown below, that product brief includes almost identical “key messages for your prospects,” and notes that the engine is “surprisingly responsible in view of ecological concerns.”



Jeep
3.0L ECODIESEL V6 ENGINE
PRODUCT BRIEF

TODAY'S DIESEL TECHNOLOGY

Buyers can be resistant to consider a diesel purchase due to several perceptions that are no longer true with today's modern high-pressure, direct-injection diesel technology.

OLD THOUGHT	NEW REALITY
DIESELS HAVE POOR PERFORMANCE	Actually, today's diesels with modern technology produce high torque for their displacement size compared to gasoline engines. A general industry rule of thumb is that a diesel engine of the same size will generate 50% more torque over its gasoline-powered counterpart. And, since torque is what gets the vehicle moving, diesel vehicles offer outstanding acceleration. Diesel torque output is often especially impressive for the 50-70 mph bursts that many drivers use to pass or enter freeways.
DIESELS ARE TOO LOUD AND SMELLY	With common rail, high-pressure direct injection (both pioneered by FIAT Powertrain), diesel engines now "purr" similar to gasoline power plants. In fact, the finest high-end luxury vehicles offered internationally, as well as in North America, commonly include a diesel engine option and/or model. Regarding odor, modern diesel technology has minimized the once-noticeable odors generated.
DIESELS ARE FILTHY	While strict environmentalists are not happy with any internal combustion engine, diesel engines are surprisingly responsible in view of ecological concerns. The modern diesel is typically 30% more fuel efficient than its gasoline counterpart and produces around 25% less carbon dioxide (CO ₂). Prospects should know that today's clean diesel engine generates over 96% fewer emissions than the diesel engine of 1990. Studies show that a modern 2.0-liter diesel engine would have to idle for 100 minutes to produce same amount of fine particulates generated by one burning cigarette.

KEY MESSAGES FOR YOUR PROSPECTS

1. Today's diesel engines help conserve fossil fuel resources with a 30% reduction in fuel consumption versus a gasoline engine.
2. Diesel engines offer clean operation with typically 25% less emissions than a gasoline engine.
3. Diesel engines are fun to drive by offering 50% more torque than a comparable gasoline engine.

The 3.0L EcoDiesel V6 provides all these benefits at superb levels compared to the other diesel engines available in the SUV segment!

669. Yet another Chrysler Academy "Web Launch" training session explains that its purpose was "to help participants" better understand the vehicles and, critically, to "[u]nderstand elements for effective presentations to shoppers." It includes similar language about fuel economy, power, and environmental friendliness. It also explains that "for buyers who respect the

environment, they should know this is a very clean diesel ... very green without question.” FCA-MDL-001183766-901.

670. These are but a few examples that highlight the comprehensive training that FCA provided for its dealers. The objective of these trainings was to arm the dealers with selling points that they could relay to consumers—and they did just that. For the Subject Vehicles, the consistent selling point was the no-compromise combination of fuel efficiency, environmental friendliness, and power. This selling point was false (because the vehicles contained concealed components that compromised the emissions control systems in real-world driving conditions) and deceptive (because the vehicles could not perform as represented without the concealed emission control components).

3. Vehicle Brochures

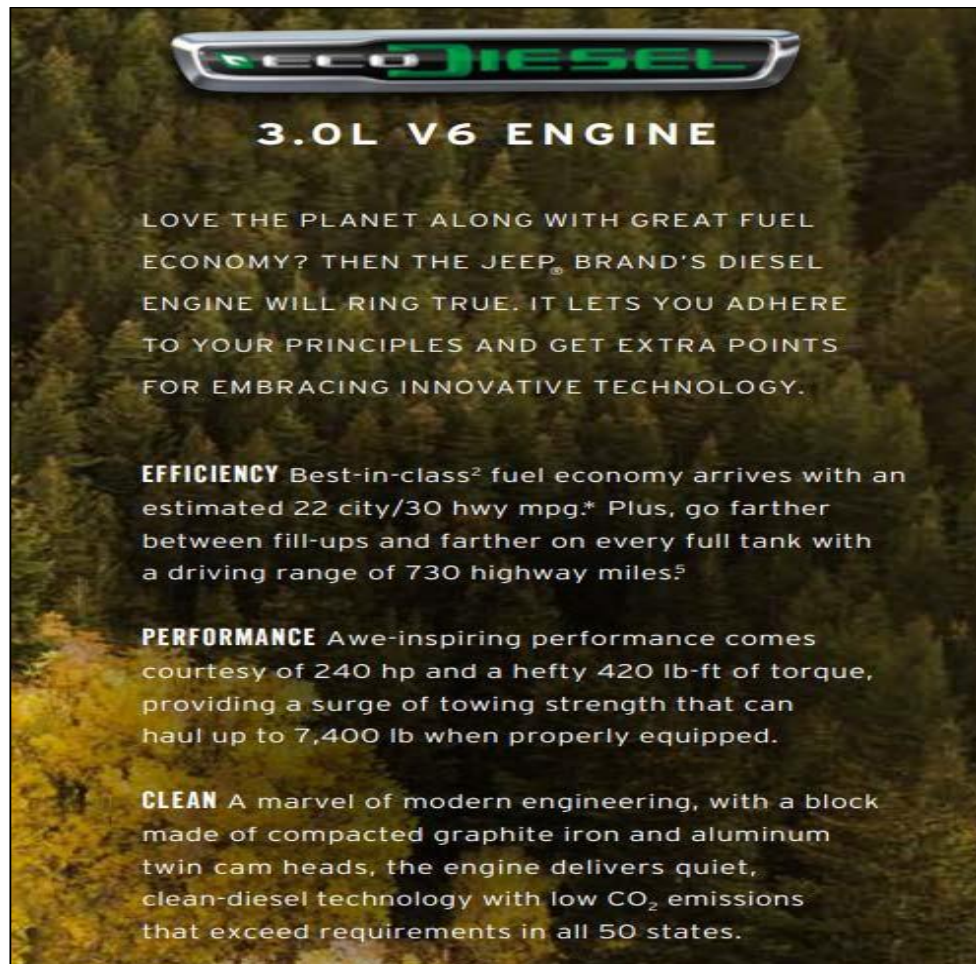
671. FCA also communicated directly with consumers through its vehicle brochures, available both online and at the dealerships. These brochures are chock full of representations about the EcoDiesel engine’s purported fuel economy, environmental friendliness, and power.

672. The brochure for the 2014 Jeep Grand Cherokee, for example, devotes an entire page to the EcoDiesel engine. That page depicts the EcoDiesel badge and also an image of the engine with a green leaf on top. It states that the engine achieves “best-in class: 30 MPG fuel economy[, 730-mile driving range[, 420 lb-ft of torque[, and] 7400-lb maximum towing.” The document further claims that “its reduced CO2 emissions display reverence for the environment” and even goes so far as to state that “[p]roudly, the *EcoDiesel meets and even exceeds the low emissions requirements in all 50 states.*” (Emphasis added.) Excerpts from the two-page brochure spread are shown below:




Thirty miles per gallon? True story. Grand Cherokee's new, available 3.0L EcoDiesel V6 engine delivers best-in-class economies[®] that treat your fuel budget with respect, while its reduced CO₂ emissions display reverence for the environment. Proudly, the EcoDiesel meets and even exceeds the low emissions requirements in all 50 states. Best-in-class fuel economy[®] arrives with an estimated 22 city/30 hwy mpg,¹³ and a driving range of more than 730 highway miles per tank¹. That's because, compared to gasoline, a gallon of diesel fuel converts to a greater amount of useable energy. So you can leave Detroit, MI, with a full tank and arrive in New York City without ever stopping to refuel. And with its command of 240 hp and a hefty 420 lb-ft of torque, the EcoDiesel provides a surge of towing strength that can haul up to 7,400 lb when properly equipped. Stats so good, they're worth repeating every chance you get.

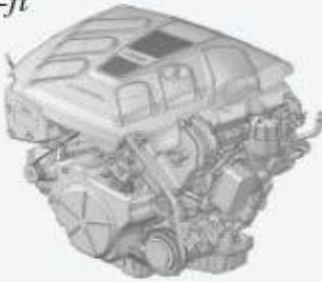
673. The 2015 brochure makes similar claims. It again features the EcoDiesel badge and environmental imagery. And it again boasts “best-in-class ... 30 hwy mpg fuel economy” and “a driving range of 730 highway miles.” It also states that the vehicles are “clean” and 50-state compliant, and even opens with this environmentally-focused introduction: “Love the planet along with great fuel economy? Then the Jeep Brand’s Diesel engine will ring true. It lets you adhere to your principles and get extra points for embracing innovative technology.”



674. The 2016 brochure also features the EcoDiesel badge, and touts best-in-class fuel economy, range, horsepower, and torque. And it too states that “[t]he EcoDiesel exceeds the low-emissions requirements in all 50-states”:



3.0L ECODIESEL V6 ENGINE: *Best-in-class¹ fuel economy treats your fuel budget with respect, while reduced CO₂ emissions display reverence for the environment. The EcoDiesel exceeds the low-emissions requirements in all 50 states. Best-in-class¹ fuel economy arrives with an estimated 22 city/30 hwy mpg* and a best-in-class⁴ driving range of more than 730 highway miles per tank. That's because, compared to gasoline, a gallon of diesel fuel converts to a greater amount of usable energy. And with its command of 240 hp and a hefty 420 lb-ft of torque, the EcoDiesel provides a surge of towing strength that can haul up to 7,400 lb when properly equipped. Available.*



675. The Ram 1500 brochures make similar claims. Like the Jeep Brochures, the 2014 Ram 1500 brochure devotes an entire page to the EcoDiesel engine, depicts the EcoDiesel badge, and repeatedly touts the truck's "best-in-class" fuel economy and "impressive" range. It also boasts that the truck is "clean by nature" with "minimal CO₂ levels" and a "[t]op-notch DEF system."

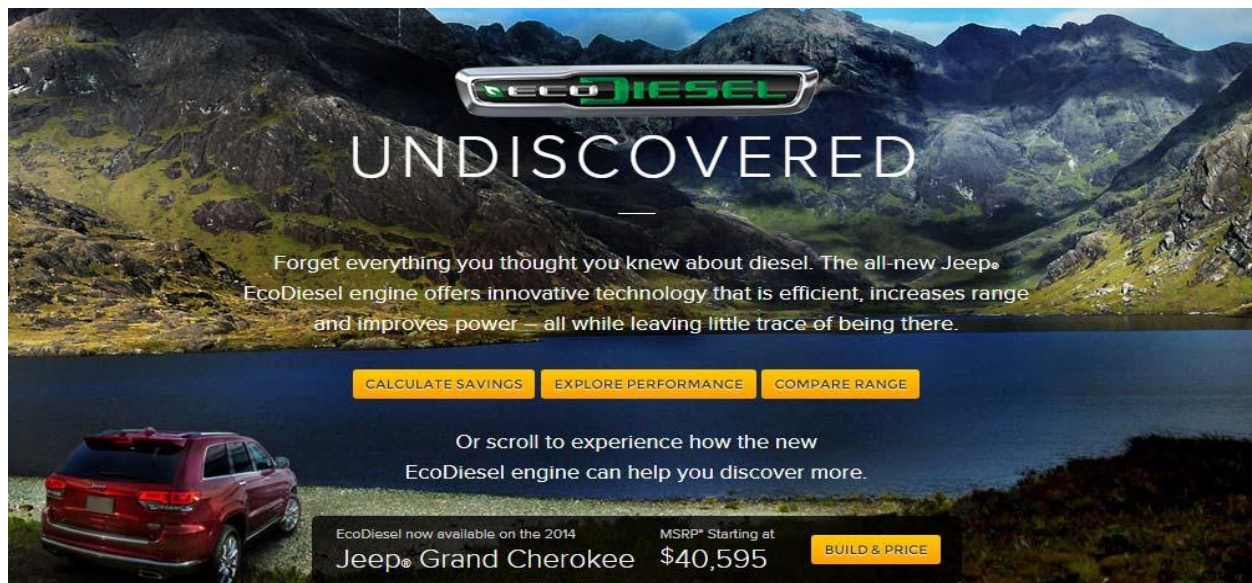
676. The 2015 brochure also advertises "top-tier mpg ratings," "superb driving range and best-in-class 28 mpg highway," and claims the truck is "clean by nature" with "minimal CO₂ levels" and a "zero-hassle DEF system."

677. The 2016 brochure boasts "best-in-class 29 mpg highway fuel economy," "up to 754-mile range," "240 horsepower," "420 lb-ft of torque," "minimal CO₂ levels" and a "zero-hassle DEF system."

678. The brochures are tied together by common themes and sometimes identical language. The key representations made throughout were that the Subject Vehicles delivered a no-compromise combination of fuel efficiency, environmental friendliness, and performance. Those representations were false (because the vehicles contained concealed components that compromised the emissions control systems in real-world driving conditions) and deceptive (because the vehicles could not perform as represented without the concealed emission control components).

4. FCA Websites

679. FCA hosted a number of blogs and websites that promoted the EcoDiesel technology, including the official Ram and Jeep websites, which many named Plaintiffs visited before making their purchase/lease decisions. Both company sites reiterated FCA's consistent messaging for the Subject Vehicles—i.e., that they were clean, fuel efficient, and high performing.



680. A February 9, 2014, capture of the Jeep website, for example, includes a diesel tab, under which it displays the EcoDiesel badge and tells viewers to “[f]orget everything you thought you knew about diesel. The all-new jeep EcoDiesel engine offers innovative technology that is efficient,

increases range, and improves power – all while leaving little trace of being there.”⁴³

681. The Jeep website also includes separate pages featuring its supposed “Best-in-Class maximum towing capacity,” “incredible 730-mile highway driving range,” and “superior fuel economy.” As to fuel economy, the website also includes (and has included since at least 2014) a “savings calculator” that allows consumers to enter their miles driven per day and then calculates their annual fuel savings using “Clean Diesel.”⁴⁴

SAVINGS
DISCOVERED

The efficient and durable 3.0L EcoDiesel V6 engine will help you save money at the pump and provides greater maintenance intervals for fewer tune-ups.
Did we mention low CO₂ emissions? Could this be the perfect engine?

Savings Calculator

Not only does the 3.0L EcoDiesel engine provide superior fuel economy[†], but you'll also go farther between fill-ups. Enter your daily commute in the box below to discover how much time and money you could save[†] if you chose clean diesel fuel over regular gasoline.

Enter your commute to discover how much you could save:

Miles Per Day

Your Mileage		Fuel Costs [†]	
Based on your daily commute, we have approximated your weekly and annual mileage:		For a more accurate savings calculation, enter your local pricing information:	
Weekly	Annually	Gasoline	Diesel
280	14,600	3 8 3	3 9 4
Miles	Miles	Per Gallon <small>†3.83 California Average</small>	Per Gallon <small>†3.94 California Average</small>

With Clean Diesel, You Save[†]

\$1,098

You drive approximately 14,600 miles a year. You need an engine that can keep up with your busy lifestyle. The 3.0L EcoDiesel V6 engine will take you farther, for less.

Per Year

⁴³ Available at: http://web.archive.org/web/20140209113901/http://m.jeep.com/en/jeep_capabilities/eco-diesel-calculator/#introduction (last visited April 19, 2018).

⁴⁴ Available at: https://m.jeep.com/en/jeep_capabilities/eco-diesel-calculator/#savings (last visited April 19, 2018).

682. Ram's website made similar representations, touting the fuel economy, horsepower, torque, and towing capacity of the EcoDiesel engine, and claiming that it was "[e]quipped with a diesel oxidation catalyst, diesel particulate filter and selective catalyst reduction so it is emissions-compliant in all 50-states."⁴⁵



STRENGTH MEETS EFFICIENCY
3.0L ECODIESEL V6 ENGINE

The available 3.0L EcoDiesel V6 engine: one of the most advanced light-duty truck engines we've ever built.

- Produces 240 horsepower and an exceptional 420 lb-ft of torque
- Equipped with a diesel oxidation catalyst, diesel particulate filter and selective catalyst reduction so it is emissions-compliant in all 50 states

21 CITY MPG | **29** HWY MPG⁺

HORSEPOWER 240 | **TORQUE 420** LB-FT | **TOWING 9,210** LBS⁺ | **PAYLOAD 1,600** LBS⁺

683. Like Jeep, Ram also included a fuel savings calculator, as well as graphics comparing the best-in-class fuel economy to the competition:⁴⁶

⁴⁵ Available at: http://web.archive.org/web/20160316042712/http://www.ramtrucks.com/en/ram_1500/capability/#link-3 (March 2016 web archive); http://web.archive.org/web/20150215044120/http://www.ramtrucks.com:80/en/ram_1500/capability/#link-3 (Feb. 2015 web archive); http://web.archive.org/web/20140214053830/http://www.ramtrucks.com:80/en/ram_1500/capability/#link-3 (Feb. 2014 web archive) (all visited last on April 19, 2018).

⁴⁶ FCA-MDL-001184455-62; *EcoDiesel – Ram 1500 HFE*, Ram Trucks (FCA), available at <https://www.ramtrucks.com/en/ecodiesel/> (last accessed July 19, 2017).



684. FCA made many similar representations throughout the many websites it operated, including but not limited to the following:

- a. The EcoDiesel engine is designed for those “who want to drive an efficient, environmentally friendly truck without sacrificing capability or performance.”⁴⁷
- b. The Ram 1500 EcoDiesel is “the NAFTA market’s first and only light-duty pickup powered by *clean diesel* technology.”⁴⁸
- c. “Thanks to advanced emissions-control technology . . . [EcoDiesel’s] exhaust is ultra-clean, making this engine available in all 50 states.”(*Id.*)
- d. “Equipped with a diesel oxidation catalyst, diesel particulate filter and selective catalyst reduction, the EcoDiesel® V6 engine will be emissions- compliant in all 50 states.”⁴⁹
- e. “Chrysler Group engineers adapted the engine—manufactured by Fiat- owned V.M. Motori—to meet the NAFTA region’s stringent emissions and on-board diagnostic regulations. The new EcoDiesel® V-6 is Tier 2/Bin 5 compliant.”⁵⁰
- f. The emissions on the EcoDiesel® engine data sheet meet Tier2 Bin5 requirements.⁵¹
- g. “[T]he Bosch emissions control system helps ensure that virtually no particulates and minimal oxides of nitrogen (NOx) exit the tailpipe.”⁵²

685. Many named Plaintiffs visited FCA’s websites to learn about the Subject Vehicles. On those websites, as in all the other ways FCA communicated to consumers, FCA’s message was clear and consistent: the EcoDiesel engine delivers a no-compromise package of fuel economy, range, performance, and environmental-friendliness. Those representations were false (because the vehicles contained concealed components that compromised the emissions control systems in real-world driving conditions) and deceptive (because the vehicles could not perform as represented without the concealed emission control components).

⁴⁷ *The 2014 Ram 1500 with EcoDiesel Engine, Available Soon at a Dealer Near You*, Ram Zone (Ram trucks blog operated by FCA US LLC) (July 16, 2013), <https://blog.ramtrucks.com/features/the-2014-ram-1500-with-ecodiesel-engine-available-soon-at-a-dealer-near-you/>.

⁴⁸ *Chrysler Group’s 3.0-liter EcoDiesel V-6, 500e Battery-Electric Drive System Among Ward’s 10 Best Engines for 2014*, Chrysler Group LLC (FCA) (Dec. 12, 2013), http://www.fcanorthamerica.com/News/ChryslerDocuments/ChryslerGroupLLC_Sustain2013Dec12.pdf (emphasis added).

⁴⁹ *The 2014 Ram 1500 with EcoDiesel Engine, Available Soon at a Dealer Near You*, *supra* note 47.

⁵⁰ *Chrysler Group’s 3.0-liter EcoDiesel V-6, 500e Battery-Electric Drive System Among Ward’s 10 Best Engines for 2014*, *supra* note 48.

⁵¹ *EcoDiesel: An Essential Tool for Every Outdoorsman*, *supra* note 39.

⁵² *Id.*, *supra* note 39.

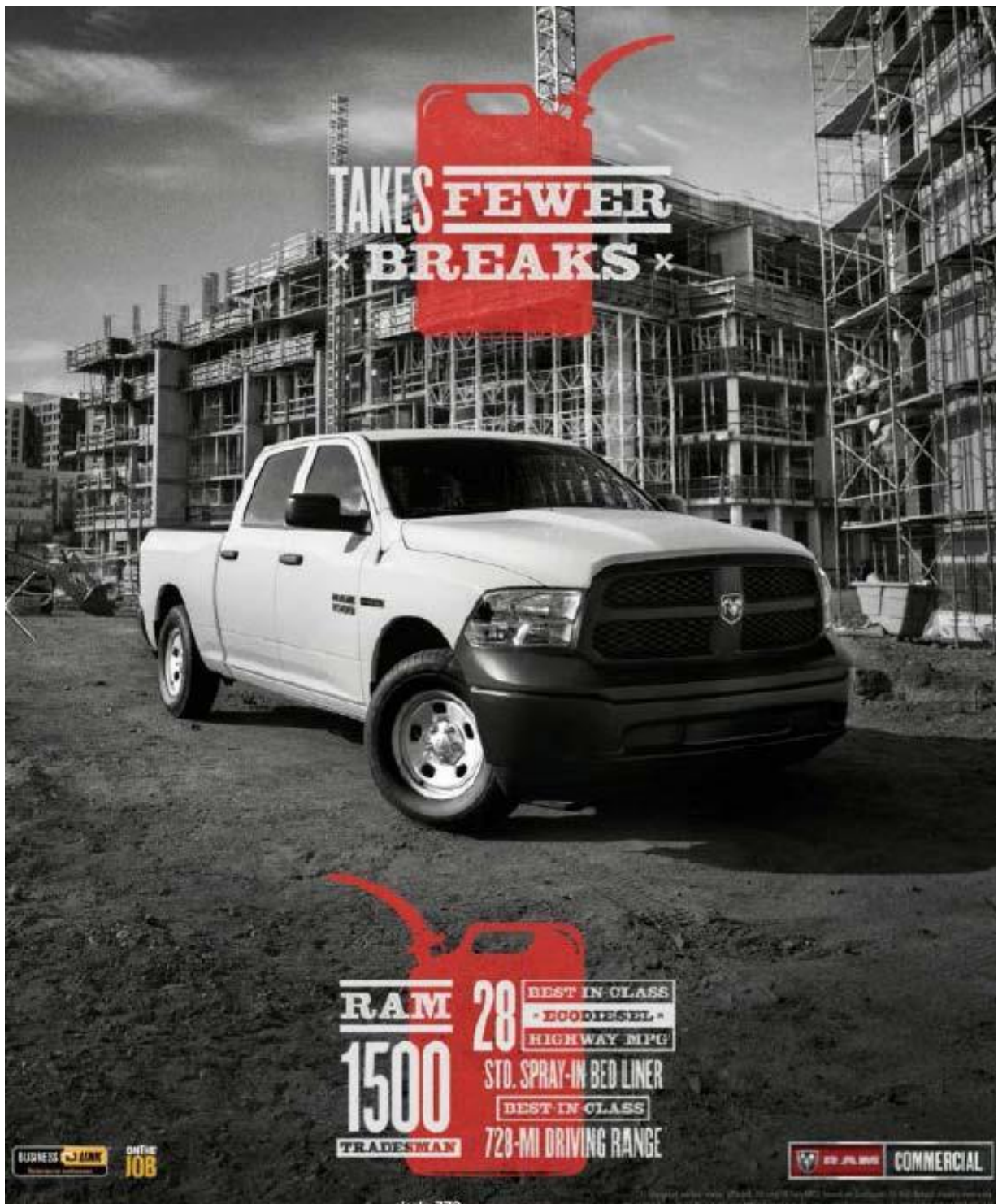
5. Print Media and Television

686. FCA reiterated its consistent representations—particularly the fuel economy representations—through print media and television commercials.

687. The print ad campaign was robust. One FCA-produced document identifies over 250 Ram print ad buys in several dozen publications from June 2014 to October 2016. FCA-MDL-000519349. Another document shows expenditures of almost \$300,000 to place Jeep EcoDiesel print ads in a variety of magazines in June through August 2013. FCA-MDL-001360559. Yet another document identifies additional ad buys for 14 newspapers across the country. FCA-MDL-000519351.

688. Critically, virtually all of the print ads for the Subject Vehicles contain the same or similar relevant representations, including: (1) the word “EcoDiesel” and/or the EcoDiesel badge, and (2) fuel economy claims such as specific MPG ratings, “most fuel efficient,” and “best-in- class” fuel economy. Three illustrative examples, one for the Jeep Grand Cherokee Subject Vehicles and two for the Ram 1500 Subject Vehicles, are shown below:





689. The television commercial campaign was also extensive, and also conveyed consistent messages. One FCA document shows 17,595 discrete commercial buys between January 2014 and September 2016, including during prominent and widely-viewed programing. FCA-MDL-000519350.

690. Some examples of the relevant commercials (a portion of which are not included in the chart described above) include:

- a. A commercial entitled “West” that prominently features the EcoDiesel badge, and promotes the Ram 1500 EcoDiesel’s “28 highway MPG” and “9,200 lbs towing.” FCA-MDL-000512961.
- b. A commercial entitled “Roar” that prominently features the EcoDiesel badge, and promotes the Ram 1500 EcoDiesel’s “28 highway MPG” and “420 lb-ft torque.” FCA-MDL-000512962.
- c. A commercial entitled “Runaway” that prominently features the EcoDiesel badge and promotes the Jeep Grand Cherokee EcoDiesel’s “best-in-class 30 MPG hwy” and “730-mile driving range.” FCA-MDL-000518756. Per the commercial buy document described above, this commercial ran approximately 1,000 times in January 2014.
- d. A commercial entitled “Take Every Mile” that features the EcoDiesel badge and promotes the Jeep Grand Cherokee EcoDiesel’s “730-mile driving range.” FCA-MDL-000518759. Per the commercial buy document described above, this commercial ran approximately 400 times in two weeks in February 2016.
- e. A commercial entitled “The Truth About Diesel” that “bust[s] some myths about diesel engines,” including that “all SUVs get bad gas mileage, diesel engines are dirty, and they run sluggish.” All three myths were “totally busted,” and the video specifically boasts the Jeep Grand Cherokee EcoDiesel’s “30 MPG and a 730-mile driving range.” It also depicts a man “check[ing] the data” on the emissions from the tailpipe and remarking “Wow, the greenhouse gas emissions are lower than a regular gasoline engine.” FCA-MDL-001418576.

691. Like the rest of Fiat Chrysler’s consumer communications, these commercials represented that the Subject Vehicles were green (both through explicit representations and depictions of the EcoDiesel name and badge) and fuel efficient. These representations were pervasive and consistent. They were also false (because the vehicles contained concealed components that compromised the emissions control systems in real-world driving conditions) and deceptive (because the vehicles could not perform as represented without the concealed emission control components).

* * *

692. The Defendants saw the EcoDiesel technology as a huge opportunity to increase their sales and profits. They understood that to realize this goal, they would have to overcome the “dirty

diesel” stigma, and convince consumers that the Subject Vehicles offered a no-compromise package of fuel efficiency, environmental friendliness, and power. Fiat Chrysler’s efforts to communicate this message to consumers were far reaching and consistent. They were also false and deceptive.

693. Defendants had multiple opportunities, and obligations, throughout their marketing communications to disclose the uniform truth about the Subject Vehicles—namely, that all their emissions, fuel economy, and performance claims were predicated on concealed emissions control components and software that caused the Subject Vehicles to pollute excessively in real-world driving conditions. This uniform omission and unvarying concealment prevented any and all consumers from making a purchase based on all material facts.

D. The Defendants Knew These Representations Were False and Misleading

694. Unfortunately, the EcoDiesel technology did not work as represented. In developing the Subject Vehicles, the Defendants came to understand that they could not make the vehicles environmentally friendly or “50-state compliant”—as they represented to consumers through consistent and pervasive communications—and that the vehicles could not achieve the fuel economy and performance that were central to Fiat Chrysler’s marketing efforts without installing components and software that de-activated or reduced the emission control system during real-world driving conditions. The Defendants concealed this fact from regulators and consumers alike, and cheated Plaintiffs of the vehicles they thought they were buying.

695. The Defendants’ scheme focused on at least two of the emissions control systems in the Subject Vehicles—both of which Fiat Chrysler pitched to consumers as enablers of the Subject Vehicles purported “clean” operation: (1) the Exhaust Gas Recirculation (“EGR”) system and (2) the Selective Catalytic Reduction (“SCR”) system.

696. The EGR system reduces NO_x in diesel emissions by lowering the temperature of the exhaust gas exiting the engine. The SCR system takes the NO_x leftover from the EGR System and

converts it into harmless nitrogen and water. Together, the EGR and SCR systems are vital to mitigating the pollution from the Subject Vehicles' diesel emissions.

697. As identified in the EPA's NOV, the Defendants installed a number of undisclosed auxiliary emission control devices ("AECDs") in the Subject Vehicles that compromised the EGR and SCR systems and resulted in substantially increased NOx emissions during real-world driving conditions. As exemplified herein, the Defendants knew that these AECDs were not allowed, but that the Subject Vehicles could not achieve the fuel economy or performance that the Defendants marketed without them.

1. EGR AECD Strategy: EGR Rate Reduction

698. Burning diesel fuel creates NOx. The amount of NOx produced by a diesel vehicle is a function of temperature: the hotter the exhaust gas is when it exits the engine, the more NOx generated.

699. The EGR system minimizes NOx by lowering the temperature of the engine exhaust through a recirculation process. The higher the rate of exhaust gas recirculation (the EGR rate), the lower the exhaust gas temperature. The lower the exhaust temperature, the lower the NOx. But, critically, the higher the EGR rate in a vehicle, the worse fuel economy it achieves. Defendants employed the EGR AECDs in the Subject Vehicles to either reduce the EGR rate or shut it off entirely, thereby artificially and secretly increasing the Subject Vehicles' fuel economy and drivability at the expense of increased NOx.

700. One of the strategies Defendants used to reduce the EGR rate was through what the EPA has named AECD 5, which detects the engine temperature in the Subject Vehicles and reduces the EGR rate during the vehicles' "warm-up phase" (the phase when the engine is heating up after a cold start). The EPA described AECD 5 as "EGR rate reduction based on engine temperature model."

Defendants referred to it as “T_Eng” and various derivatives thereof (e.g., “t_engine” and “tEng”).

701. VM Motori knew as early as 2010 that T_Eng was an AECD that, if concealed, would be illegal. (FCA-MDL-000456083) In April 2010, a Fiat Chrysler powertrain division employee attempted to assure VM Motori’s Controls and Calibration Director, Sergio Pasini, that T_Eng did not employ “cycle detection”. FCA-MDL-000452591. “Cycle detection” refers to any mechanism that allows a vehicle to detect when it is undergoing regulatory emissions testing, and modify its emissions accordingly. But Pasini knew better. Just two months later, he told his VM Motori colleagues, “the [EGR] rate will be managed mainly on t_engine which is, no matter what FIAT says, a cycle detection.” *Id.* VM Motori regularly admitted that the T_Eng function employed “cycle detection” (12/2011 correspondence—FCA-MDL-000168161); “cycle recognition” (1/2012 correspondence—FCA-MDL-000377513; FCA-MDL-000377513_T001 (English translation)); and “cycle beating” (02/2013 correspondence—FCA-MDL-000430441-44; 06/2013—FCA-MDL-000295256). Pasini also understood that this AECD was not being disclosed to the EPA. FCA-MDL-000377499; FCA-MDL-000377499_T001-02 (English translation). In a May 2013 email, for example, Pasini told more than a dozen of his VM Motori colleagues that the T_Eng function was not active during emission testing and “has not been declared to regulators.” *Id.*

702. Fiat Chrysler also knew that T_Eng was at an unacceptable AECD level, and critically, all the Defendants understood that it was necessary to achieve the desired fuel economy. In December 2011, VM Motori identified T_Eng as a “sort of ‘cycle detection’” to increase fuel economy (FCA-MDL-000168161) and said Fiat Chrysler gave them approval to use it (FCA-MDL-000377211). In January 2012, FCA Executive Bob Lee connected T_Eng to FCA’s objective of achieving greater fuel economy in a presentation entitled “Fuel Economy Status Target.” FCA-MDL-000000116. In February 2012, VM Motori directed Bosch to implement T_Eng, and told Bosch that VM Motori would explain to Fiat Chrysler that *T_Eng was “what you need if you want 30 mpg.”* FCA-MDL-

000015652 (emphasis added). Fiat Chrysler later explored ideas to replace T_Eng with a different strategy, but it abandoned that process after *VM Motori informed* FCA's Diesel Calibration Manager that the "F[uel] E[conomy] impact [of replacing T_Eng] is *probably around 2 mpg highway*." FCA-MDL-000430044 (emphasis added). In an email sent the next day, VM Motori's Emanuele Palma told colleagues that "*Chrysler knows tEng is the only way to get to 30 mpg, so don't worry about this topic*." *Id.* (emphasis added).

703. Like VM Motori and Fiat Chrysler, Bosch also knew that T_Eng was an AECD that likely qualified as "defeat device" under applicable regulations. FCA-MDL-000015652. In February 2012, Bosch warned VM Motori that T_Eng is an emissions "defeat device" and that they risked "serious penalties" if regulators found T_Eng to be cycle detection. *Id.* VM Motori refused to abandon T_Eng, however, and told Bosch "we are working closely with Chrysler [and] the feedback we've had so far about [using T_Eng] is positive." *Id.* The same month, Bosch sought to limit its liability from VM Motori's use of T_Eng, and even considered asking VM Motori to sign a risk release. RBL-MDL2777-PE-300402775-78. Yet, Bosch not only incorporated T_Eng into the emissions software for the Subject Vehicles (FCA-MDL-000351953), Bosch appears to have gone so far as to have advised VM Motori not to disclose T_Eng to regulators, if it planned to use the function (*see, e.g.*, RBL-MDL2777-PE-300530521-23). Of course, this is exactly what they did.

704. On December 2, 2015, Morrie Lee of FCA Regulatory Affairs asked FCA Senior Manager Emanuele Palma "[w]hat compelling or driving reason does a[n] [automobile manufacturer] have to reduce EGR operation in the field?" FCA-MDL-000002857. Palma responded simply: "**Low EGR → low soot, good drivability, F[uel] E[conomy]**." *Id.* (emphasis added). Two days later, Lee told the EPA that Fiat Chrysler's failure to document T_Eng as an AECD was "an oversight of understanding." FCA-MDL-000002011. The documents cited herein show otherwise.

2. SCR AECD Strategy: Dosing Disablement

705. The SCR system uses DEF—a solution of urea and water—to convert NO_x into harmless nitrogen and water after it exits the EGR system and before it is emitted from the tailpipe. The part of the emissions system where this process occurs is called the SCR catalyst. In theory, the SCR system injects or “doses” measured quantities of DEF into the exhaust stream based on a software program that injects the right amount of DEF to neutralize the amount of NO_x being emitted by the engine.

706. However, Defendants employed the SCR AECDs to either reduce the DEF dosing amount or shut it down entirely. With the DEF dosing reduced or disabled, the Subject Vehicles emit more NO_x.

707. Reduced DEF dosing was important to Defendants for at least two reasons. First, the more DEF the Subject Vehicles consumed, the more frequently consumers would have to refill the DEF tank—an inconvenience that would make the vehicles less marketable. Second, by the time the first Subject Vehicles hit the market, the Defendants realized that the chemicals in the DEF were breaking down the materials in the SCR catalyst and causing these components to fail prematurely, which could be mitigated by reducing DEF dosing (at the expense of increased emissions).

708. The Defendants relied heavily on an alternative DEF dosing mode called “online dosing,” which limited the injection of DEF into the SCR catalyst, thereby compromising the SCR system. The EPA identified this alternative dosing functionality as AECD 7.⁵³ Bosch and VM Motori first discussed “online dosing” in March 2011. FCA-MDL-000281212-14. Both parties acknowledged that, if used, online dosing would have to be disclosed as an AECD. *Id.* (“online dosing . . . could also

⁵³ Defendants also employed related strategies to reduce DEF dosing, including tying the dosing to SCR adaptation (the process by which the SCR system modifies the dosing rate based on in-use monitoring) (FCA-MDL-000383765), and the load governor (the component that controls the flow of DEF into the SCR catalyst) (FCA-MDL-000750062).

be used outside cert cycle [but] needs to be declared at CARB”). Yet, in November 2012, Bosch implemented a software change to prevent online dosing from activating during EGR diagnostic monitoring (RBL-MDL2777-PE-300068645-48), and in February 2013, Kasser Jaffri of FCA’s On Board Diagnostic group expressed concern to VM Motori that CARB might see online dosing as “cycle beating” (FCA-MDL-000430441). Jaffri concluded that, if applied, online dosing would have to be disclosed as an AECD. FCA-MDL-000478134 (“Chrysler will request an AECD for [online dosing]”). It did not do so.

709. VM Motori then told Fiat Chrysler in March 2013 that it was not going to use the online dosing strategy. FCA-MDL-000433186. They used it anyway. In September 2013, Jaffri reported to FCA Senior Manager Dan Hennessey, head of the On Board Diagnostic group, that online dosing was (1) active in the vehicles; (2) had not been disclosed to CARB or the EPA; and (3) “reduces the conversion efficiency effectiveness,” thereby resulting in increased NOx emissions. FCA-MDL-000740696. Understandably, Jaffri observed that this “continues to be an area of concern.” *Id.* He also told Hennessey that when online dosing was active, diagnostic monitoring meant to track the performance of the SCR system “cannot be run,” because, if active, the diagnostic monitoring would reveal that the SCR system was not functioning. *Id.*

710. In September 2014, Fiat Chrysler senior management, including March Shost and Dan Hennessey, received a presentation from Emanuele Palma entitled “WK/DS MY15 DEF dosing strategy.” One slide in that presentation labeled “online dosing strategy” noted that Fiat Chrysler’s competitors were using online dosing and that Fiat Chrysler could too—but, critically, that the dosing strategy needed “to be agreed with the agencies.” FCA-MDL-000417114-25. No such agreement was reached, as Fiat Chrysler never disclosed the functionality.

711. In July 2015, Fiat Chrysler acknowledged that tests conducted on the Model Year 2014 Subject Vehicles showed that the vehicles were not meeting NOx emissions standards because the

SCR catalysts—which Bosch provided for the Subject Vehicles (RBL-MDL2777-PE-300160491-504) were failing (FCA-MDL-000713128). In a presentation given that month entitled “SCR Catalyst Responsibility Share,” Bosch noted in its “investigation history” chronology that it began to investigate the SCR catalyst as the reason FCA development vehicles were experiencing excess NOx emissions in February 2013. RBL-MDL2777-PE-300166279-362. The investigation chronology further identified a “dosing calibration strategy change” to reduce dosing rates. *Id.* Bosch admitted that VM Motori made the change on Bosch’s recommendation. *Id.*

712. In sum, the Defendants all knew that the Subject Vehicles contained undisclosed apparatuses that reduced or disabled the emissions control systems in real-world driving conditions, and they knew that without those undisclosed apparatuses, the Subject Vehicles could not deliver the fuel economy and performance that Fiat Chrysler promised. Defendants concealed this fact from consumers and regulators and, in so doing, cheated Plaintiffs of the vehicles they thought they were buying.

IV. “DIESELGATE” SCANDALIZES THE GLOBAL AUTO INDUSTRY.

713. The world was shocked to learn that Volkswagen had manufactured over 11 million diesel cars that were on the roads in violation of European emission standards, and over 565,000 vehicles operating in the United States in violation of EPA and state emission standards. But Volkswagen was not the only one.

714. In the wake of the Volkswagen “defeat device” scandal, scientific literature and reports and testing indicate that many other so-called “clean diesel” vehicles emit far more pollution on the road than in lab tests.⁵⁴ The EPA has since widened its probe of diesel emissions to include the Subject

⁵⁴ The EPA’s Sept. 18, 2015, Notice of Violation to Volkswagen Group of America, Inc., available at <https://www.epa.gov/sites/production/files/2015-10/documents/vw-nov-cao-09-18-15.pdf>. As detailed therein, software detects when the vehicle is undergoing official emission testing and turns full emission controls on only during the test. But otherwise, while the vehicle is running, the emission controls are suppressed. This results in cars that meet emission

Vehicles at issue here.

715. In May 2015, a study conducted on behalf of the Dutch Ministry of Infrastructure and the Environment found that all sixteen (16) diesel vehicles made by different manufacturers, when tested, emitted significantly more NOx on real-world trips but nevertheless passed laboratory tests. The report concluded that “[i]n most circumstances arising in normal situations on the road, the system scarcely succeeded in any effective reduction of NOx emissions.”⁵⁵

716. The report further remarked:

It is remarkable that the NOx emission under real-world conditions exceeds the type approval value by [so much]. It demonstrates that the settings of the engine, the EGR [(exhaust gas recirculation)] and the SCR during a real-world test trip are such that they do not result in low NOx emissions in practice. In other words: ***In most circumstances arising in normal situations on the road, the systems scarcely succeed in any effective reduction of NOx emissions.***⁵⁶

The lack of any “effective reduction of NOx emissions” is devastating to “clean diesel” advertising, including that for the Subject Vehicles at issue here.

717. Other organizations are beginning to take notice of the emission deception. The Transportation and Environment (“T&E”) organization, a European group aimed at promoting sustainable transportation, compiled data from “respected testing authorities around Europe.” T&E stated in September 2015 that real-world emission testing showed drastic differences from laboratory tests, such that models tested emitted more pollutants on the road than in the lab. “For virtually every new model that comes onto the market the gap between test and real-world performance leaps,” the

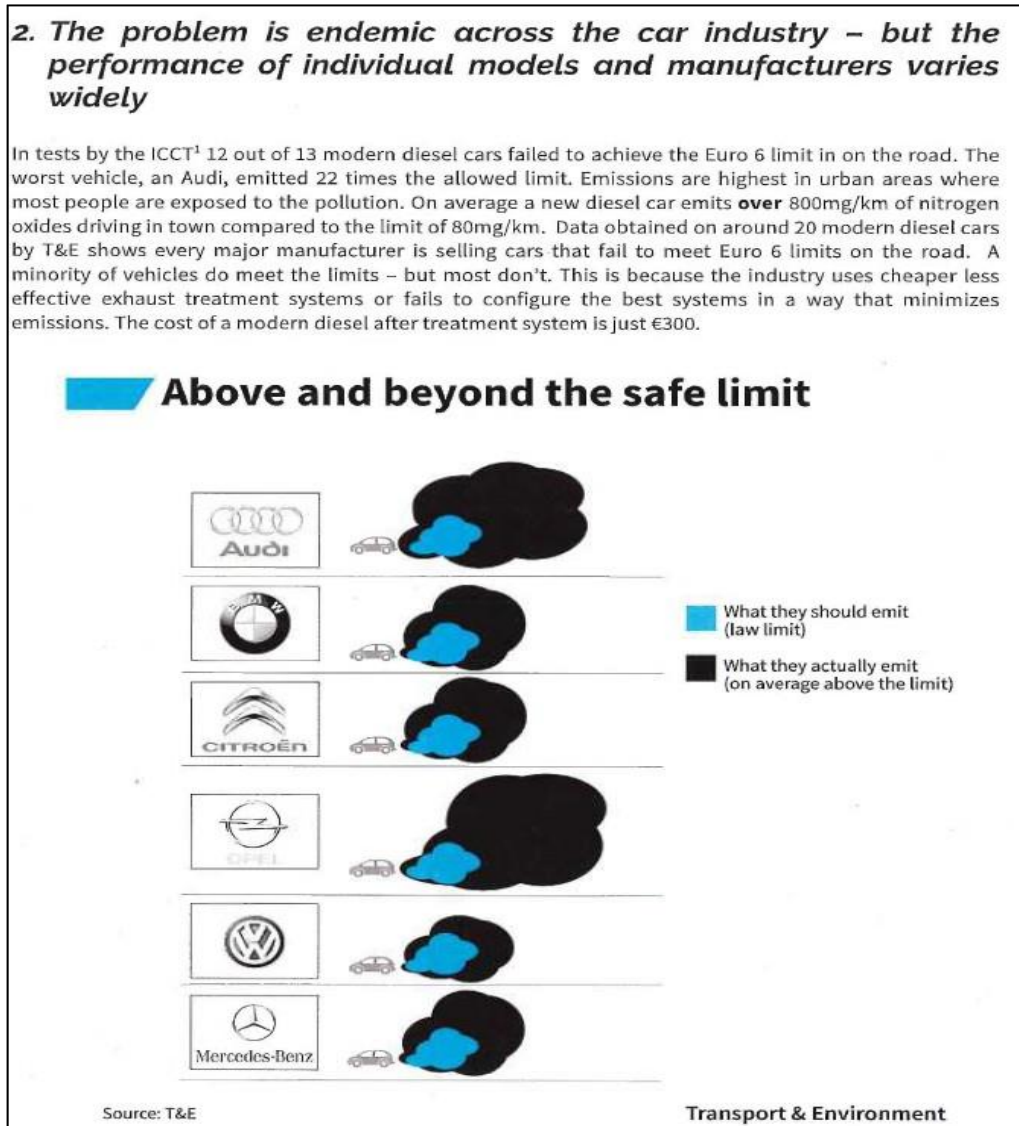
standards in the laboratory or at the state testing station, but during normal operation they emit NOx at up to 40 times the standard allowed under U.S. laws and regulations. Volkswagen has admitted to installing a defeat device in its diesel vehicles.

⁵⁵ *Detailed investigations and real-world emission performance of Euro 6 diesel passenger cars*, TNO innovation for life TNO Report, TNO 2015 R10702 (May 18, 2015), <http://publications.tno.nl/publication/34616868/a1Ug1a/TNO-2015-R10702.pdf>.

⁵⁶ *Id.* at 6 (emphasis added).

report asserts.⁵⁷

718. In a summary report, T&E graphically depicted the widespread failure of most manufacturers to meet emission standards:⁵⁸



⁵⁷ *VW's cheating is just the tip of the iceberg*, Transport & Environment (Sept. 21, 2015), <http://www.transportenvironment.org/publications/vw%E2%80%99s-cheating-just-tip-iceberg>.

⁵⁸ *Five facts about diesel the car industry would rather not tell you*, Transport & Environment (Sept. 2015), http://www.transportenvironment.org/sites/te/files/publications/2015_09_Five_facts_about_diesel_FINAL.pdf.

719. The T&E report found that the current system for testing cars in a laboratory produces “meaningless results,” because manufacturers like Fiat Chrysler can engineer their cars to “pass” the laboratory tests but emit many times as much pollution under normal driving conditions.⁵⁹

720. Emissions Analytics is a U.K. company formed to “overcome the challenge of finding accurate fuel consumption and emission figures for road vehicles.” With regard to its recent on-road emission testing, the company explains:

[I]n the European market, we have found that real-world emissions of the regulated nitrogen oxides are four times above the official level, determined in the laboratory. Real-world emissions of carbon dioxide are almost one-third above that suggested by official figures.

For car buyers, this means that fuel economy on average is one quarter worse than advertised. This matters, even if no illegal activity is found.⁶⁰

V. DEFENDANTS ARE CAUGHT CHEATING.

A. Testing Reveals Cheating.

721. In late 2016 testing was done of the 2015 Ram 1500 pickup using a Portable Emissions Measurement System (“PEMS”). Testing revealed that FIAT Chrysler also cheated in that it had concealed the fact that the Ram 1500 spews more than the legal amount of emissions and fails to meet its own “no NOx” out-of-the-tailpipe promise.

722. The applicable standard both at the federal and state level is 50 mg/mile of NOx for “FTP Style” driving: *i.e.*, city driving. Testing was conducted with a PEMS unit to simulate driving conditions under both the FTP certification cycle and the highway certification cycle. The Ram 1500 emits an average of 159 mg/mile of NOx and a maximum of 1,283 mg/mile on flat roads, and 222 mg/mile of NOx with a maximum of 1,859 mg/mile on hills. For highway driving, the average was

⁵⁹ *Id.*

⁶⁰ Emissions Analytics Press Release, (Sept. 28, 2015), available at <http://www.abvwc.com/home/emissions-analytics> (last accessed July 19, 2017).

232 mg/mile and a maximum of 1,615 mg/mile, compared to the 70 mg/mile standard. On hills, the numbers are 353 mg/mile and 3,240 mg/mile. Testing also revealed a device triggered by ambient revealed the presence of a device that is triggered when ascending hills, as the emission control system temperature that significantly degrades the performance of the NOx emission reduction system, with ambient threshold temperatures above approximately 95°F and below 40-50°F. The resulting NOx emissions increase by a factor of 10 when above or below these threshold temperatures. Testing also appears to be significantly degraded after a short period of steady driving on hills. As a result, NOx emissions increase after about 500-1000 seconds on hills with grades as low as 1%, where emissions are often 10 times the highway standard. For grades as little as 0.4%, emissions were found to be as high as 6 times the highway standard.

723. The Ram 1500's emission software is a "Bosch EDC17," as is the Jeep Grand Cherokee's emission software. The same basic emission system is in the Grand Cherokee EcoDiesel® and the engines are identical.

724. In separate testing, a 2014 Ram 1500 equipped with an EcoDiesel® engine and featuring SCR NOx after-treatment technology was tested on a chassis dynamometer as well as on the road. In both scenarios, gaseous exhaust emissions, including oxides of nitrogen (NOx), nitrogen oxide (NO), carbon monoxide (CO), carbon dioxide (CO2), and total hydrocarbons (THC) were measured on a continuous basis using a PEMS from Horiba®.

725. The tests showed significantly increased NOx emissions during on-road testing as opposed to testing on a chassis dynamometer (*i.e.*, in the laboratory). On the road, over an urban/suburban route, the vehicle produced average NOx emissions that exceeded federal certification standards by approximately 15-19 times. When tested on a highway, the average NOx emissions measured **35 times** the EPA Tier 2 Bin 5 standard.

B. The EPA Issues A Notice of Violation to Fiat and FCA.

726. On January 12, 2017, the EPA issued a NOV to Fiat and FCA for failing to justify or disclose defeat devices in model year 2014–2016 Ram 1500 EcoDiesel® and 2014–2016 Jeep Grand Cherokee EcoDiesel® vehicles (the Subject Vehicles at issue here). CARB also issued a Notice of Violation to Fiat and FCA. Since then, the EPA, by and through the Department of Justice, has sued Fiat, FCA, VM Italy, and VM America for violations of the CAA.

727. The EPA’s NOV and lawsuit arose in part from emission testing performed by the EPA at the National Vehicle and Fuel Emissions Laboratory. The EPA performed this testing “using driving cycles and conditions that may reasonably be expected to be encountered in normal operation and use, for the purposes of investigating a potential defeat device.”

728. The EPA identified at least eight AECDs in the Subject Vehicles that were concealed on COC applications:

- AECD 1 (Full EGR Shut-Off at Highway Speed)
- AECD 2 (Reduced EGR with Increasing Vehicle Speed)
- AECD 3 (EGR Shut-off for Exhaust Valve Cleaning)
- AECD 4 (DEF Dosing Disablement during SCR Adaptation)
- AECD 5 (EGR Reduction due to Modeled Engine Temperature)
- AECD 6 (SCR Catalyst Warm-Up Disablement)
- AECD 7 (Alternative SCR Dosing Modes)
- AECD 8 (Use of Load Governor to Delay Ammonia Refill of SCR Catalyst)

729. The EPA testing found that “some of these AECDs appear to cause the vehicle to perform differently when the vehicle is being tested for compliance with the EPA emission standards using the Federal emission test procedure (e.g., FTP, US06) than in normal operation and use.” For

example:

- a. AECD 3, when combined with either AECD 7 or AECD 8, disables the EGR system without increasing the effectiveness of SCR system. Under some normal driving conditions, this disabling reduces the effectiveness of the overall emission control system. The AECD 3 uses a timer to shut off the EGR, which does not appear to the EPA to meet any exceptions to the regulatory definition of “defeat device.”
- b. AECD 5 & 6 together reduce the effectiveness of the NO_x emission control system, using a timer to discontinue warming of the SCR after-treatment system, which reduces its effectiveness.
- c. AECD 4, particularly when combined with AECD 8, increases emissions of tailpipe NO_x during normal vehicle operation and use. The operation of AECD 1, AECD 2, and/or AECD 5 increase the frequency of occurrence of AECD 4.
- d. AECDs 7 & 8 work together to reduce NO_x emissions during variable-grade and high-load conditions.

730. The EPA further found that Fiat and FCA did not disclose or justify these control devices in their COC applications, as required by EPA regulations, and that Fiat and FCA were therefore in violation of the CAA each time they sold, offered for sale, introduced in commerce, or imported one of the approximately 103,828 Subject Vehicles. The EPA is now seeking injunctive relief and penalties.

C. Bosch Software Documentation Further Verifies the Violations

731. Researchers have obtained Bosch software documentation describing the functions, modules, structure, variables and calibration parameters believed to be installed in Subject Vehicles. The documentation is over 10,000 pages long and contains hundreds of functions and thousands of variables developed by Bosch that describe the operation of the engine. These parameters and functions correlate with many of the violations alleged by the EPA and CARB. Critically, these

functions, designed and implemented by Bosch, have elements that have no legitimate purpose in normal use. At the same time, these same elements, when enabled, allow the functions to reduce the effectiveness of emission controls in real world driving conditions, but not during an emission test cycle.

1. AECDs 1 and 2: Reducing or Disabling EGR at Highway Speeds

732. The function named “*AirCtl_RatDesValCalc*” described in the Bosch documentation as “*Exhaust gas recirculation control - EGR ratio setpoint calculation*” is used to calculate the desired EGR rate. The software documentation contains figures with flow diagrams describing the inputs, outputs, and calculation performed by this software function. Bosch has included vehicle speed as an input used by the EGR control function to modify the EGR rate (and, thus, NO_x emission). Vehicle speed is notable because there is no legitimate reason for the EGR rate to depend directly on vehicle speed.

733. By allowing EGR rate to depend directly on vehicle speed, Bosch provided a means by which Fiat and FCA could reduce the effectiveness of the emission control system under conditions which may reasonably be expected to be encountered in normal vehicle operation and use. This function may be, and is likely to have been, used to implement the undisclosed AECDs 1 and 2 identified in the EPA NOV to Fiat and FCA.

2. AECD 3: EGR Shut-Off for Exhaust Valve Cleaning

734. AECD 3 identified in the EPA NOV has also been identified in Bosch’s software documentation in the function named “*AirCtl_Mon*” described in the Bosch documentation as “*Exhaust gas recirculation control – Monitoring and shut-off.*” Bosch described this AECD as ostensibly providing a cleaning mechanism for the engine exhaust valves when the Subject Vehicle is in overrun (*i.e.*, the engine is turning without combustion, such as when the vehicle is going downhill). To accomplish this cleaning, the function created by Bosch closes the EGR valve (turning off EGR),

so a “huge gush of clean air” can remove deposits. However, Bosch also programmed a software switch (named “*AirCtl_swtOvrRunOff_C*”) that allowed Fiat and FCA to enable exhaust valve cleaning in normal (non-overrun) operation, effectively disabling EGR.

735. Together with an activation delay added by Bosch—controlled by *AirCtl_tiEngRunDrvCycMin_C*, which is described as “*Calibration time after which exhaust valve cleaning routine can start*”—the *AirCrl_Mon* function can be readily used as a defeat device. To do so, Bosch would calibrate the ECU to enable valve cleaning in outside of overrun (*AirCtl_swtOvrRunOff_C* = TRUE), but only after the duration of a typical emission test cycle (*AirCtl_tiEngRunDrvCycMin_C* = 1800 seconds). This would disable EGR after an emission test cycle, resulting in increased NOx emission. This function may be, and is likely to have been, used to implement undisclosed AECD 3 identified in in the EPA and CARB NOV_s.

3. **AECD 7: Alternative SCR Dosing Modes**

736. Bosch included a timer in another function, without a legitimate purpose. The Bosch function named “*SCRFFC_Main*,” described in documentation as “*Calculation of the NH₃ precontrol quantity*” has an input variable timer entitled “*CoEng_tiNormal*,” which holds the time duration since the engine was started. This variable can be used to reduce SCR efficiency, and, therefore, increase NOx emission, after a certain time has elapsed. In particular, this timer may be set to the duration of a typical emission test cycle. There is no legitimate reason for SCR control to depend directly on the time duration since engine start. By making SCR control depend directly on time duration since engine start, however, Bosch has provided a means by which Fiat and FCA could reduce the effectiveness of the emission control system in real world driving conditions. This function may be, and is likely to have been, used to implement undisclosed AECD 7 identified in the EPA and CARB NOV_s.

D. West Virginia University Testing of the Subject Vehicles

737. Beginning in 2015, researchers at the West Virginia University Center for Alternative Fuels, Engines, and Emissions—the same researchers instrumental in uncovering Volkswagen’s fraud—tested 5 model year 2014 and 2015 vehicles produced by FCA. The test vehicles comprised the Subject Vehicles at issue here: Jeep Grand Cherokees and Ram 1500 diesel vehicles, all equipped with the 3.0L EcoDiesel® engine and featuring SCR NOx after-treatment technology.⁶¹

738. All test vehicles were evaluated on a vehicle chassis dynamometer representing the test conditions for regulatory compliance. Each vehicle was also tested over-the-road using a PEMS device during a variety of driving conditions including urban/suburban and highway driving.

739. One of the Jeep Grand Cherokees and one of the Ram 1500 vehicles was tested prior to, as well as after, a mandatory vehicle recall in April 2016 – the “R69 recall” – which included a software “reflash” by FCA that concerned the vehicles’ emission control systems.

740. Results indicated that both Jeep Grand Cherokee in MY 2014 exhibited significantly increased NOx emissions during on-road operation as compared to the results observed through testing on the chassis dynamometer. For MY 2015, Jeep vehicles produced from 4 to 8 times more NOx emissions during urban/rural on-road operation than the certification standard, while Ram 1500 vehicles emitted approximately 25 times the NOx permitted by EPA Tier2-Bin5 standard for highway driving conditions.

741. The researchers noted that for the vehicles tested post-recall using the dynamometer, NOx emissions were similar or slightly lower than that observed for vehicles tested pre-recall. But on-road emissions were still very different from emissions observed through chassis dynamometer

⁶¹ Marc C. Besch, Sri Hari Chalagalla, and Dan Carder, *On-Road & Chassis Dynamometer Testing of Light-Duty Diesel Passenger Cars*, Center for Alternative Fuels, Engines, and Emissions, West Virginia University, available at <http://www.cafee.wvu.edu/files/d/c586c1dd-b361-410d-a88d-34e8834eda6/testing-of-light-duty-diesel-passenger-cars.pdf> (last accessed July 19, 2017). . .

testing, even though they were slightly improved from the levels observed during pre-recall testing.

E. European Investigation and Testing

742. Fiat Chrysler and Bosch have both found themselves in trouble with German regulators in the wake of the Volkswagen scandal.

743. German prosecutors have launched an investigation into Bosch, reportedly raiding Bosch's offices in Stuttgart.⁶² In April 2016, Bosch GmbH representatives met with Germany's Federal Motor Transport Authority ("KBA") on at least two occasions. In an April 14, 2016, meeting, Bosch admitted there were a number of anomalies in the calibration of its engine control units provided to Fiat Chrysler for diesel vehicles sold in Europe. Bosch confirmed that it had delivered the control units for the vehicles as well as the associated software and that Bosch employees had integrated the emission-related applications into the software. Bosch admitted that the software reduced the EGR rate and the regeneration of NSC (NOx storage catalyst) after an elapsed period of driving time or number of cycles. Specifically, 22 minutes after the start of the engine (the estimated duration of emission testing), the software reduced the EGR rate to nearly zero and de-activated NSC regeneration. Another trigger for de-activation of the NSC regeneration occurred after the vehicle had been driven a distance of 100 kilometers. Bosch confirmed that the NOx emissions for the vehicles exceeded the legal limits by a factor of 4-5. The KBA's takeaway from its meetings with Bosch was there is a defeat device in the vehicles and Bosch shared responsibility for the defeat device with Fiat Chrysler. Media reports have confirmed the same.⁶³

⁶² See Edward Taylor, *Stuttgart prosecutor targets Bosch in Daimler diesel investigation*, Reuters (May 26, 2017), <http://www.reuters.com/article/us-daimler-emissions-bosch-idUSKBN18M172>.

⁶³ Media reports similarly said that Bosch had confirmed to German regulators that certain Fiat vehicles were cheating on emission testing. See, e.g., *Sueddeutsche Zeitung*, Apr. 22, 2016, "Fiat Is Next to be Accused"; *Test of Fiat diesel model shows irregular emissions: Bild am Sonntag*, Reuters (Apr. 24, 2016), <http://www.reuters.com/article/us-fiat-emissions-germany-idUSKCN0XL0MT>; David Tracy, *Here's How Fiat Might also be Cheating on Emissions Tests: Report*, Jalopnik (Apr. 25, 2016), <http://jalopnik.com/heres-how-fiat-might-also-be-cheating-on-emissions-test-1772948181>.

744. After the meeting with Bosch, the KBA performed testing on the Fiat diesel vehicles and confirmed that the emission controls were disabled after 22 minutes of driving time, causing the vehicles to emit more than 10 times the legal limit of NOx. The KBA concluded that the vehicles were designed to cheat on emission tests, which normally run for about 20 minutes.⁶⁴ As a result, the KBA's transport minister announced: "We will need to carry out further tests on Fiat models."⁶⁵ In August 2016, the German government formally concluded that Fiat vehicles sold in the EU had used defeat devices.

745. More recently, a 17-page long-form article published by the German weekly investigative news magazine *Der Spiegel*, on April 20, 2018, details the central role Bosch played in the "diesel scandal." The article reports that prosecutors in Germany are investigating Bosch for providing and programming illegal software for use in Fiat vehicles, among many others.⁶⁶

F. Joint University of California, San Diego and German Study of the Fiat 500X

746. The testing of European regulators has been confirmed by independent testing conducted here in the United States. A recent peer-reviewed study by researchers at the University of California, San Diego and Ruhr-Universität Bochum in Germany analyzed firmware in the EDC Unit 17 of the Fiat 500X and found a defeat device affecting the logic governing NOx storage catalyst regeneration.⁶⁷ Unlike the Volkswagen defeat device, the researchers found that the mechanism in the Fiat 500X relied on timing, reducing the frequency of NSC approximately 26 minutes and 40 seconds

⁶⁴ *Test of Fiat diesel model shows irregular emissions: Bild am Sonntag*, *supra* note 61.

⁶⁵ *Here's How Fiat Might also be Cheating on Emissions Tests: Report*, *supra* note 61.

⁶⁶ Frank Dohmen, et al., *A Sinister Alliance: The automobile supplier Bosch is on its way to taking center stage in the Diesel scandal*, *Der Spiegel*, Issue 17 (April 20, 2018), https://magazin.spiegel.de/SP/2018/17/156941296/index.html?utm_source=spon&utm_campaign=vorab (paywall, German language).

⁶⁷ Moritz Contag, et al., *How They Did It: An Analysis of Emission Defeat Devices in Modern Automobiles*, *supra* note 15.

after the engine was started. (By reducing the frequency of NOx storage catalyst regeneration, a manufacturer can improve fuel economy and increase the service life of the diesel particulate filter, at the cost of increased NOx emissions.)

747. According to the study, the conditions used to determine when to regenerate the NSC were duplicated, and each set of conditions could start a regeneration cycle. The researchers obtained Bosch copy-righted documentation for a Fiat vehicle, which described two sets of conditions using the terms “during homologation cycle” and “during real driving.” The term “homologation” is commonly used in Europe to describe the process of testing an automobile for regulatory conformance. Bosch’s authorship of the document and use of the terms “homologation [testing]” and “real driving” to describe the regeneration conditions demonstrate that it not only created the mechanism for Fiat Chrysler but was also aware of the mechanism’s intended purpose of circumventing emission testing.

748. Together, these facts reveal that Defendants have fraudulently concealed the functions of its emission control technology from regulators and consumers alike. Further, they demonstrate that Fiat Chrysler’s claims about its EcoDiesel® Subject Vehicles as “clean diesel” with “ultralow emissions” and “no NOx” emitted through the tailpipe is false or misleading.

VI. THE DAMAGE CAUSED BY DEFENDANTS’ DIRTY DIESEL SCHEME

749. Plaintiffs paid a significant premium for the EcoDiesel features that FCA falsely advertised. Indeed, consumers paid between \$3,120 and \$5,000 more for the EcoDiesel option than for the comparable gasoline vehicles.⁶⁸ In return, FCA promised power, performance, fuel economy, and environmental friendliness (and vehicles that were legal to drive). FCA could not deliver on that

⁶⁸ John Lamm, 2014, *Jeep Grand Cherokee EcoDiesel® V-6, First Drive Review*, Car and Driver (February 2013), <http://www.caranddriver.com/reviews/2014-jeep-grand-cherokee-ecodiesel-v-6-first-drive-review>; Andrew Wendler, 2015, *Ram 1500 EcoDiesel® 4x4, Instrumented Test*, Car and Driver (August 2015), <http://www.caranddriver.com/reviews/2015-ram-1500-4x4-ecodiesel-4x4-test-review>.

promise. Plaintiffs suffered significant harm as a result.

750. FCA may not be able to bring the Subject Vehicles into compliance with emissions standards. If that is the case, those vehicles will have to be removed from the road.

751. But even if FCA can bring the Subject Vehicles into compliance with emission standards, it will not be able to do so without substantially degrading their performance characteristics, including their horsepower and/or fuel efficiency and/or maintenance requirements. Consequently, Plaintiffs will not possess the vehicles they thought they purchased and will not have received the benefit of the bargain. This will also result in a diminution in value of every Subject Vehicle, and it will cause owners and lessees of Subject Vehicles to pay more for the use of their Subject Vehicles.

752. Assuming, for the sake of argument, that the Subject Vehicles could be brought into compliance with emission standards without any material degradation to performance or maintenance characteristics—and if that were the case, it begs the question as to why FCA cheated in the first place—Plaintiffs would still have been deprived of the benefit of the bargain for all the years they owned and/or leased the Subject Vehicles that could not and did not deliver all of the characteristics for which Plaintiffs paid a premium, and were not compliant with U.S. law.

753. In sum, had regulators or the public known the true facts, Plaintiffs would not have purchased or leased the Subject Vehicles (in fact, they could not have legally been sold), or would have paid substantially less for them.

ACTION ALLEGATIONS
I. DEFINITIONS

754. Pursuant to the provisions of Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, Plaintiffs bring this action on behalf of themselves:

Nationwide:

All persons or entities in the United States (including its territories and the District of Columbia) that purchased or leased a Subject Vehicle. Subject Vehicles include all FCA EcoDiesel® vehicles equipped with SCR to control NOx emissions, including but not limited to the Model Year 2014-2016 Ram 1500 and the Model Year 2014-2016 Jeep Grand Cherokee.

755. The phrase, “persons or entities,” as used in this Complaint and the State definitions, includes, but is not limited to, independent (non-FCA franchise) automobile dealers in the United States (including its territories and the District of Columbia) with one or more previously-owned Subject Vehicles in their inventory on or after January 12, 2017.

756. In addition to the Nationwide Plaintiffs, and pursuant to Federal Rules of Civil Procedure Rule 23(c)(5), Plaintiffs seek to represent the following Plaintiffs as well as any Plaintiffs that may be added to the complaint at a later date:

Alabama State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Alabama or that purchased or leased a Subject Vehicle and reside in Alabama.

Alaska State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Alaska or that purchased or leased a Subject Vehicle and reside in Alaska.

Arizona State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Arizona or that purchased or leased a Subject Vehicle and reside in Arizona.

Arkansas State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Arkansas or that purchased or leased a Subject Vehicle and reside in Arkansas.

California State:

All persons or entities named herein that purchased or leased a Subject Vehicle within California or that purchased or leased a Subject Vehicle and reside in California.

Colorado State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Colorado or that purchased or leased a Subject Vehicle and reside in Colorado.

Connecticut State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Connecticut or that purchased or leased a Subject Vehicle and reside in Connecticut.

Delaware State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Delaware or that purchased or leased a Subject Vehicle and reside in Delaware.

District of Columbia:

All persons or entities named herein that purchased or leased a Subject Vehicle within the District of Columbia or that purchased or leased a Subject Vehicle and reside in the District of Columbia.

Florida State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Florida or that purchased or leased a Subject Vehicle and reside in Florida.

Georgia State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Georgia or that purchased or leased a Subject Vehicle and reside in Georgia.

Hawaii State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Hawaii or that purchased or leased a Subject Vehicle and reside in Hawaii.

Idaho State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Idaho or that purchased or leased a Subject Vehicle and reside in Idaho.

Illinois State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Illinois or that purchased or leased a Subject Vehicle and reside in Illinois.

Indiana State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Indiana or that purchased or leased a Subject Vehicle and reside in Indiana.

Iowa State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Iowa or that purchased or leased a Subject Vehicle and reside in Iowa.

Kansas State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Kansas or that purchased or leased a Subject Vehicle and reside in Kansas.

Louisiana State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Louisiana or that purchased or leased a Subject Vehicle and reside in Louisiana.

Maine State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Maine or that purchased or leased a Subject Vehicle and reside in Maine.

Maryland State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Maryland or that purchased or leased a Subject Vehicle and reside in Maryland.

Massachusetts State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Massachusetts or that purchased or leased a Subject Vehicle and reside in Massachusetts.

Michigan State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Michigan or that purchased or leased a Subject Vehicle and reside in Michigan.

Minnesota State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Minnesota or that purchased or leased a Subject Vehicle and reside in Minnesota.

Mississippi State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Mississippi or that purchased or leased a Subject Vehicle and reside in Mississippi.

Missouri State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Missouri or that purchased or leased a Subject Vehicle and reside in Missouri.

Montana State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Montana or that purchased or leased a Subject Vehicle and reside in Montana.

Nebraska State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Nebraska or

that purchased or leased a Subject Vehicle and reside in Nebraska.

Nevada State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Nevada or that purchased or leased a Subject Vehicle and reside in Nevada.

New Hampshire State:

All persons or entities named herein that purchased or leased a Subject Vehicle within New Hampshire or that purchased or leased a Subject Vehicle and reside in within New Hampshire.

New Jersey State:

All persons or entities named herein that purchased or leased a Subject Vehicle within New Jersey or that purchased or leased a Subject Vehicle and reside in New Jersey.

New Mexico State:

All persons or entities named herein that purchased or leased a Subject Vehicle within New Mexico or that purchased or leased a Subject Vehicle and reside in New Mexico.

New York State:

All persons or entities named herein that purchased or leased a Subject Vehicle within New York or that purchased or leased a Subject Vehicle and reside in New York.

North Carolina State:

All persons or entities named herein that purchased or leased a Subject Vehicle within North Carolina or that purchased or leased a Subject Vehicle and reside in North Carolina.

North Dakota State:

All persons or entities named herein that purchased or leased a Subject Vehicle within North Dakota or that purchased or leased a Subject Vehicle and reside in North Dakota.

Ohio State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Ohio or that purchased or leased a Subject Vehicle and reside in Ohio.

Oklahoma State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Oklahoma or that purchased or leased a Subject Vehicle and reside in Oklahoma.

Oregon State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Oregon or that purchased or leased a Subject Vehicle and reside in Oregon.

Pennsylvania State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Pennsylvania or that purchased or leased a Subject Vehicle and reside in Pennsylvania.

Rhode Island State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Rhode Island or that purchased or leased a Subject Vehicle and reside in Rhode Island.

South Carolina State:

All persons or entities named herein that purchased or leased a Subject Vehicle within South Carolina or that purchased or leased a Subject Vehicle and reside in South Carolina.

South Dakota State:

All persons or entities named herein that purchased or leased a Subject Vehicle within South Dakota or that purchased or leased a Subject Vehicle and reside in South Dakota.

Tennessee State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Tennessee or that purchased or leased a Subject Vehicle and reside in Tennessee.

Texas State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Texas or that purchased or leased a Subject Vehicle and reside in Texas.

U.S. Territory:

All persons or entities named herein that purchased or leased a Subject Vehicle within a U.S. Territory or that purchased or leased a Subject Vehicle and reside in a U.S. Territory.

Utah State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Utah or that purchased or leased a Subject Vehicle and reside in Utah.

Vermont State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Vermont or that purchased or leased a Subject Vehicle and reside in Vermont.

Virginia State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Virginia or that purchased or leased a Subject Vehicle and reside in Virginia.

Washington State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Washington or that purchased or leased a Subject Vehicle and reside in Washington.

West Virginia State:

All persons or entities named herein that purchased or leased a Subject Vehicle within West Virginia or that purchased or leased a Subject Vehicle and reside in West Virginia.

Wisconsin State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Wisconsin or that purchased or leased a Subject Vehicle and reside in Wisconsin.

Wyoming State:

All persons or entities named herein that purchased or leased a Subject Vehicle within Wyoming or that purchased or leased a Subject Vehicle and reside in Wyoming.

II. ESTOPPEL

757. Defendants were, and are, under a continuous duty to disclose to Plaintiffs the true character, quality, and nature of the Subject Vehicles, including their emission systems and their compliance with applicable federal and state law, particularly given their misleading advertising statements. Instead, Defendants actively concealed the true character, quality, and nature of the Subject Vehicles and knowingly made misrepresentations about the quality, reliability, characteristics, and performance of the Subject Vehicles.

758. Plaintiffs reasonably relied upon Defendants' active concealment of these facts that rendered their statements misleading.

759. Based on the foregoing, Defendants are estopped from relying on any statutes of limitation in defense of this action.

CLAIMS FOR RELIEF

I. CLAIMS ASSERTED ON BEHALF OF THE NATIONWIDE PLAINTIFFS

NATIONWIDE COUNT I RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT ("RICO") Violation of 18 U.S.C. § 1962(c)-(d)

760. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

761. Plaintiffs bring this action against Defendants Fiat, FCA, Marchionne, VM Italy, VM America, Bosch GmbH, and Bosch LLC (inclusively, for purpose of this Count, Defendants are referred to as “RICO Defendants”).

762. Fiat conducts its business—legitimate and illegitimate—through various affiliates and subsidiaries, like FCA, VM Italy, and VM America, each of which is a separate legal entity. The Bosch Group also conducts its business, both legitimate and illegitimate, through hundreds of companies, subsidiaries, and affiliates, including Bosch GmbH and Bosch LLC.⁶⁹ At all relevant times, each of the RICO Defendants has been a “person” under 18 U.S.C. § 1961(3) because each was capable of holding “a legal or beneficial interest in property.”

763. Section 1962(c) makes it “unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise’s affairs through a pattern of racketeering activity.” 18 U.S.C. § 1962(c).

764. Section 1962(d) makes it unlawful for “any person to conspire to violate” Section 1962(c), among other provisions. *See* 18 U.S.C. § 1962(d).

765. As part of a strategy to expand its North American presence, in 2009, Fiat began its acquisition of one of the “Big 3” U.S. automakers, Chrysler. In November of that year, acting CEO Marchionne unveiled an ambitious 5-year plan to, among other things, roll out “more diesel variants”

⁶⁹ *See generally* <https://www.bosch.com/bosch-group/> (last accessed on July 19, 2017).

of Jeep and to give Ram “Light duty (1500)” a “refresh/facelift.”⁷⁰

766. By 2014, Fiat had become Fiat Chrysler Automobiles, Chrysler had become FCA, and VM Motori, a longtime supplier, was now part of the Fiat Chrysler sprawling family of affiliated companies. In May of that year, Marchionne announced another five-year plan at the company’s Auburn Hills, Michigan, headquarters to increase Fiat Chrysler’s competitiveness against global auto behemoths, such as Toyota, Volkswagen, and General Motors, by increasing annual sales to seven million vehicles by 2018, up from 4.4 million in 2013.⁷¹ Integral to the strategy was the expansion of the “Jeep portfolio” and updates to the “bread-and-butter Ram 1500,” including “diesel engines.”⁷²

767. During this same time frame, emission standards in the United States were ratcheting up. In contrast to other global automakers, like Toyota and Ford, which were focusing on developing hybrid and electric cars, Chrysler—now FCA and under the control of Fiat—took another path: “[r]eflecting its ties with Europe-based Fiat, Chrysler appears to be taking yet another route that focuses less on electrification and *more heavily on light-duty diesels* and compressed natural gas.”⁷³ (Emphasis Added). In 2012, Marchionne observed, “with 2016 ‘just around the corner’ and 2025 not far away given the auto industry’s long product-development lead times, ‘there are big choices to be made[.]’”⁷⁴ Marchionne explained that “Chrysler, which is starting to share platforms and powertrains with Fiat, wants to leverage the European auto maker’s strengths in *diesels* and CNG-powered vehicles.”⁷⁵ As one commenter put it at the time, “[f]uel-efficient towing remains a strong point of

⁷⁰ See Todd Lassa, *Fiatapolooza! Chrysler’s Five-Year Plan*, *supra* note 6.

⁷¹ See Jerry Hirsch and David Undercoffler, *Fiat Chrysler Unveils Aggressive Five-Year Plan*, *supra* note 7.

⁷² See Christian Seabaugh, *Ram and Ferrari’s Place in Fiat Chrysler’s Five-Year Plan*, *supra* note 8.

⁷³ See Drew Winter, *Chrysler Eyes Different Path to Meeting New CAFE Standards*, *supra* note.

⁷⁴ *Id.*

⁷⁵ *Id.*

diesels, and Marchionne says he still is optimistic about the potential of light-duty diesels in the U.S. despite significant emissions challenges.”⁷⁶

768. As it turned out, however, Fiat Chrysler was either unable or unwilling to devise a solution within the constraints of the law. And so, like Volkswagen, they devised one outside of it. Instead of cutting their losses, holding up the Subject Vehicle roll outs, or coming clean, they conspired with VM Italy and VM America and Bosch GmbH and Bosch LLC to install customized emission treatment software (EDCs) in the EcoDiesel®’s engine diesel controls so that the Subject Vehicles could “pass” the EPA and CARB testing. The software disabled or restricted certain aspects of the emission controls during real-world driving conditions, causing the Subject Vehicles to spew up to 25 times the legal limits of NOx. These software controls were concealed from regulators on COC and EO applications for the Subject Vehicles by FCA, thus deceiving the EPA and CARB into approving the Subject Vehicles for sale throughout the United States and California.

769. To accomplish their scheme or common course of conduct, Fiat, FCA, Marchionne, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Denner, along with others, had to work together to conceal the truth. Each Defendant was employed by or associated with, and conducted or participated in the affairs of, one or several RICO enterprises (defined below and referred to collectively as the “EcoDiesel® RICO Enterprise”). The purpose of the EcoDiesel® RICO Enterprise was to deceive regulators into believing that the Subject Vehicles were eligible for coverage by a COC and/or EO and compliant with emission standards. The motivation was simple: to increase Defendants’ revenues and profits and minimize their losses from the design, manufacture, distribution and sale of the Subject Vehicles and their component parts. As a direct and proximate result of their

⁷⁶ *Id.*

fraudulent scheme and common course of conduct, the RICO Defendants were able to extract over a billion dollars from consumers. As explained below, their years-long misconduct violated Sections 1962(c) and (d).

A. Description of the EcoDiesel® RICO Enterprise

770. In an effort to expand its market share in the United States and beyond, Fiat, a publicly-traded Italian-controlled, Dutch-registered company headquartered in London, bought then-Chrysler (now FCA), a separate Delaware company, headquartered in Michigan. Fiat uses FCA to design, market, manufacture and sell the Subject Vehicles and other vehicles under the Chrysler, Dodge, Jeep, Ram, and Fiat brands throughout the United States. FCA also submitted the COC and EO applications for the Subject Vehicles. Fiat used VM Italy and VM America to design and manufacture the EcoDiesel® engines for the Subject Vehicles, which were calibrated in Michigan with Bosch's hidden software. Fiat, FCA, VM Italy, and VM America maintained tight control over the design, manufacture, calibration, and testing of the Subject Vehicles. Bosch also participated, either directly or indirectly, in the conduct of the enterprise's affairs by developing, writing the software code customized for the Subject Vehicles, and concealing the hidden software installed in the Subject Vehicles in order to allow them to "pass" testing but then disable or restrict certain emission controls during real-world driving conditions.

771. At all relevant times, the RICO Defendants, along with other individuals and entities, including unknown third parties involved in the design, calibration, manufacture, testing, marketing, and sale of the Subject Vehicles or the emission controls therein, operated an association-in-fact enterprise, which was formed for the purpose of fraudulently obtaining COCs from the EPA (and EOs from CARB) in order to sell the Subject Vehicles throughout the United States (and California), and

through which enterprise they conducted a pattern of racketeering activity under 18 U.S.C. § 1961(4).

The enterprise is called the “EcoDiesel® RICO Enterprise.”

772. At all relevant times, the EcoDiesel® RICO Enterprise constituted a single “enterprise” or multiple enterprises within the meaning of 18 U.S.C. § 1961(4), as legal entities, as well as individuals and legal entities associated-in-fact for the common purpose of engaging in RICO Defendants’ unlawful profit-making scheme.

773. The association-in-fact EcoDiesel® RICO Enterprise consisted of at least the following entities and individuals, and likely others:

1. The Fiat Chrysler Defendants

774. Fiat Chrysler is the seventh-largest automaker in the world based on total annual vehicle sales and is an international automotive group. Fiat is listed on the New York Stock Exchange under the symbol “FCAU” and on the Mercato Telematico Azionario under the symbol “FCA.”⁷⁷ FCA is not publicly traded and thus has no SEC reporting obligations, but it does have reporting obligations, protections and responsibilities unique to the State of Delaware. FCA is a distinct legal entity, controlled and owned (indirectly) by Defendant Fiat. Marchionne was the CEO and Chairman of Fiat Chrysler and oversaw the board of directors for FCA. Along with other members of Fiat Chrysler’s leadership, Marchionne played a pivotal role in the scheme, common course of conduct, and conspiracy. Marchionne set an aggressive plan for Fiat Chrysler to increase the sales and market share of FCA, relying, in part, on incorporating its diesel experience from the European to the U.S. market. FCA’s day-to-day operations are managed by employees of both Fiat and FCA. Fiat’s Group

⁷⁷ See *About Us – FCA US LLC*, available at <http://www.fcanorthamerica.com/company/AboutUs/Pages/AboutUs.aspx> (last accessed on July 17, 2017)

Executive Committee are based in FCA's Michigan headquarters. Fiat and FCA worked closely with VM Italy and VM America to develop and calibrate the EcoDiesel® engines for the Subject Vehicles and to gather information for submission to regulators in the COC and EO applications by FCA. Each of these Defendants knew or recklessly disregarded that the Subject Vehicles were unable to (and did not) comply with U.S. emission standards and yet concealed this information from regulators.

775. Working with other members of the EcoDiesel® RICO Enterprise, Fiat and FCA, with Marchionne at the helm, conspired to install and conceal emission control software in the EcoDiesel® engines to illegally circumvent stringent U.S. emission standards. Employing this technology, Fiat Chrysler fraudulently obtained COCs and EOs for the Subject Vehicles even though they emit unlawful levels of toxic pollutants into the atmosphere during normal operating conditions. Further, they concealed this information from regulators once questions were raised.

2. The VM Motori Defendants

776. As explained above, Fiat bought 50% of VM Italy in 2011 and the remaining 50% stake from General Motors in 2013. Fiat Chrysler used VM Italy and VM America to design, calibrate, and manufacture the EcoDiesel® engine to be used in the Subject Vehicles. Fiat and FCA worked with, and oversaw, VM Italy and VM America in the development and calibration of the engines at Michigan headquarters. Employees from VM Italy and VM America worked jointly on the manufacturing and/or assembling of the engines for the Subject Vehicles in the United States. And VM Italy and VM America performed engine calibrations, including calibrations involving the concealed emission control technology, for the Subject Vehicles. For example, VM Motori's Calibration Leader for the Subject Vehicles was based in Michigan and reported to management at both VM Italy and VM America. Finally, VM Italy and VM America provided information to FCA

for inclusion in the COC and EO applications. VM Italy and VM America knew or recklessly disregarded that the EcoDiesel® engines in the Subject Vehicles were unable to comply with U.S. emission standards and yet concealed this information from regulators.

3. The Bosch Defendants

777. As explained above, the Bosch Defendants supplied the emission control technology at issue—EDC Unit 17s—which were installed in the Subject Vehicles. Bosch GmbH is a multinational engineering and electronics company headquartered in Germany, which has hundreds of subsidiaries and companies, including in the United States. It wholly owns Bosch LLC, a Delaware limited liability company headquartered in Farmington Hills, Michigan. Bosch’s sectors and divisions are grouped by subject matter, not location. Mobility Solutions is the Bosch sector at issue, particularly its Diesel Services division, and it encompasses employees of both Bosch GmbH and Bosch LLC. These individuals were responsible for the design, manufacture, development, customization, and supply of the EDC units for the Subject Vehicles.

778. Denner has been Chairman and CEO of Bosch since July 2012, after decades of working in Bosch’s Engine ECU Development division, managing the development and sale of automotive engine computers, such as the EDC units that were installed in the Subject Vehicles. Denner fostered Bosch’s relationship with key corporate partners, such as Fiat, which brought in millions of dollars in annual revenue for Bosch.

779. Bosch worked with Fiat and FCA to develop and implement a specific and unique set of software algorithms to surreptitiously evade emission regulations by deactivating certain controls under real-world driving conditions. Bosch was well aware that the EDC Unit 17 would be used for this purpose. Bosch was also critical to the concealment of these software functions in communications with regulators.

B. The EcoDiesel® RICO Enterprise Sought to Increase Defendants' Profits and Revenues.

780. The EcoDiesel® RICO Enterprise began as early as 2009, when Fiat began to acquire FCA and later VM Motori. On information and belief, Fiat Chrysler and Bosch entered into an agreement to develop and install EDC Unit 17's into over a hundred thousand Subject Vehicles sold in the United States. It was not until September 2015 that the scheme began to unravel, when U.S. regulators uncovered Volkswagen's defeat devices provided by Bosch and questions were raised as to whether other diesel automakers were cheating, too.

781. At all relevant times, the EcoDiesel® RICO Enterprise: (a) had an existence separate and distinct from each RICO Defendant; (b) was separate and distinct from the pattern of racketeering in which the RICO Defendants engaged; and (c) was an ongoing and continuing organization consisting of legal entities, including Fiat and FCA, their network of dealerships, Marchionne, VM Italy, VM America, Bosch GmbH, Bosch LLC, Denner, and other entities and individuals associated for the common purpose of designing, calibrating, manufacturing, distributing, testing, marketing, and selling the Subject Vehicles to consumers as the Nationwide Plaintiffs through fraudulent COCs and EOs, false emissions tests, false or misleading sales tactics and materials, and deriving profits and revenues from those activities. Each member of the EcoDiesel® RICO Enterprise shared in the bounty generated by the enterprise, *i.e.*, by sharing the benefit derived from increased sales revenue generated by the scheme to defraud Plaintiffs nationwide.⁷⁸

782. The EcoDiesel® RICO Enterprise functioned by selling vehicles and component parts to the consuming public. Many of these products are legitimate, including vehicles that do not contain

⁷⁸ Fiat and FCA sold more Subject Vehicles, and were able to charge consumers a premium price, by advertising the Subject Vehicles as "clean," "environmentally friendly," and "fuel efficient." As a result, VM Motori sold more "EcoDiesel®" engines and Bosch sold more EDC Units to equip the Subject Vehicles.

concealed AECDs. However, the RICO Defendants and their co-conspirators, through their illegal Enterprise, engaged in a pattern of racketeering activity, which involves a fraudulent scheme to increase revenue for Defendants and the other entities and individuals associated-in-fact with the Enterprise's activities through the illegal scheme to sell the Subject Vehicles.

783. The EcoDiesel® RICO Enterprise engaged in, and its activities affected, interstate and foreign commerce, because it involved commercial activities across state boundaries, such as the marketing, promotion, advertisement and sale or lease of the Subject Vehicles throughout the country, and the receipt of monies from the sale of the same.

784. Within the EcoDiesel® RICO Enterprise, there was a common communication network by which co-conspirators shared information on a regular basis. The enterprise used this common communication network for the purpose of manufacturing, marketing, testing, and selling the Subject Vehicles to the general public nationwide.

785. Each participant in the EcoDiesel® RICO Enterprise had a systematic linkage to each other through corporate ties, contractual relationships, financial ties, and continuing coordination of activities. Through the EcoDiesel® RICO Enterprise, the RICO Defendants functioned as a continuing unit with the purpose of furthering the illegal scheme and their common purposes of increasing their revenues and market share, and minimizing losses.

786. The RICO Defendants participated in the operation and management of the EcoDiesel® Enterprise by directing its affairs, as described herein. While the RICO Defendants participated in, and are members of, the enterprise, they have a separate existence from the enterprise, including distinct legal statuses, different offices and roles, bank accounts, officers, directors, employees, individual personhood, reporting requirements, and financial statements.

787. Fiat, FCA, and Marchionne exerted substantial control over the EcoDiesel® RICO

Enterprise, and participated in the affairs of the Enterprise, by:

- A. installing emission control software that deactivates or restricts one or more of the controls during real-world driving conditions;
- B. concealing these software functions from regulators;
- C. failing to correct or disable the hidden software when warned;
- D. manufacturing, distributing, and selling the Subject Vehicles that emitted greater pollution than allowable under the applicable regulations;
- E. misrepresenting and omitting (or causing such misrepresentations and omissions to be made) vehicle specifications on COC and EO applications;
- F. introducing the Subject Vehicles into the stream of U.S. commerce without a valid EPA COC and/or CARB EO;
- G. concealing the existence of the emission controls and the unlawfully high emissions from regulators and the public;
- H. persisting in the manufacturing, distribution, and sale of the Subject Vehicles even after questions were raised about the emission testing and discrepancies concerning the same;
- I. misleading government regulators as to the nature of the emission control technology and the defects in the Subject Vehicles;
- J. misleading the driving public as to the nature of the emission control technology and the defects in the Subject Vehicles;
- K. designing and distributing marketing materials that misrepresented and/or concealed the defect in the vehicles;
- L. otherwise misrepresenting or concealing the defective nature of the Subject Vehicles from the public and regulators;
- M. illegally selling and/or distributing the Subject Vehicles;
- N. collecting revenues and profits from the sale of such products; and/or
- O. ensuring that the other RICO Defendants and unnamed co-conspirators complied with the scheme or common course of conduct.

788. VM Italy and VM America also participated in, operated and/or directed the EcoDiesel RICO Enterprise by developing an engine that emits high levels of toxic pollutants, calibrating the emission controls to deactivate or diminish reporting during real-world driving conditions, and providing false or misleading information for purposes of supplying it to regulators on COC and/or EO applications.

789. Bosch GmbH, Bosch LLC, and Denner also participated in, operated and/or directed the EcoDiesel® RICO Enterprise. On information and belief, Denner formed a partnership with Fiat to provide engine management and emission control technology for the Subject Vehicles. Bosch GmbH and Bosch LLC participated in the fraudulent scheme by manufacturing, installing, testing, modifying, and supplying the EDC Unit 17 for the Subject Vehicles. Bosch GmbH and Bosch LLC exercised tight control over the coding and other aspects of the software and closely collaborated with Fiat, FCA, VM Italy, and VM America to develop, customize, and calibrate the software for the Subject Vehicles. Additionally, Bosch GmbH and Bosch LLC continuously cooperated with the other RICO Defendants to ensure that the EDC Unit 17 was fully integrated into the Subject Vehicles. Bosch GmbH and Bosch LLC also participated in the affairs of the Enterprise by concealing the software functions from U.S. regulators and actively lobbying regulators on behalf of “clean diesel.” Bosch collected millions of dollars in revenues and profits from the hidden software installed in the Subject Vehicles.

790. Without the RICO Defendants’ willing participation, including Bosch GmbH and Bosch LLC’s active involvement in developing and supplying the critical emission control software for the Subject Vehicles, the Enterprise’s scheme and common course of conduct would have been unsuccessful.

791. The RICO Defendants directed and controlled the ongoing organization necessary to implement the scheme at meetings and through communications of which Plaintiffs cannot fully know at present, because such information lies in the Defendants' and others' hands. Similarly, because the defendants often refer to themselves as a group (*i.e.*, "Bosch" rather than "Bosch GmbH" and "Bosch LLC"), Plaintiffs cannot fully know the full extent of each individual corporate entity's involvement in the wrongdoing prior to having access to discovery.

C. Mail And Wire Fraud

792. To carry out, or attempt to carry out, the scheme to defraud, the RICO Defendants, each of whom is a person associated-in-fact with the EcoDiesel® RICO Enterprise, did knowingly conduct or participate, directly or indirectly, in the conduct of the affairs of the Enterprise through a pattern of racketeering activity within the meaning of 18 U.S.C. §§ 1961(1), 1961(5) and 1962(c), and which employed the use of the mail and wire facilities, in violation of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud).

793. Specifically, as alleged herein, the RICO Defendants have committed and/or conspired to commit at least two predicate acts of racketeering activity (*i.e.*, violations of 18 U.S.C. §§ 1341 and 1343), within the past ten years. The multiple acts of racketeering activity that the RICO Defendants committed were related to each other, posed a threat of continued racketeering activity, and therefore constitute a "pattern of racketeering activity." The racketeering activity was made possible by the RICO Defendants' regular use of the facilities, services, distribution channels, and employees of the EcoDiesel® RICO Enterprise. The RICO Defendants participated in the scheme to defraud by using mail, telephone and the Internet to transmit mailings and wires in interstate or foreign commerce.

794. The RICO Defendants used, directed the use of, and/or caused to be used, thousands

of interstate mail and wire communications in service of their scheme through virtually uniform misrepresentations, concealments and material omissions.

795. In devising and executing the illegal scheme, the RICO Defendants devised and knowingly carried out a material scheme and/or artifice to defraud Plaintiffs or to obtain money from Plaintiffs by means of materially false or fraudulent pretenses, representations, promises, or omissions of material facts. For the purpose of executing the illegal scheme, the RICO Defendants committed these racketeering acts, which number in the thousands, intentionally and knowingly with the specific intent to advance the illegal scheme.

796. The RICO Defendants' predicate acts of racketeering (18 U.S.C. § 1961(1)) include, but are not limited to:

- A. Mail Fraud: The RICO Defendants violated 18 U.S.C. § 1341 by sending or receiving, or by causing to be sent and/or received, materials via U.S. mail or commercial interstate carriers for the purpose of executing the unlawful scheme to design, manufacture, market, and sell the Subject Vehicles by means of false pretenses, misrepresentations, promises, and omissions.
- B. Wire Fraud: The RICO Defendants violated 18 U.S.C. § 1343 by transmitting and/or receiving, or by causing to be transmitted and/or received, materials by wire for the purpose of executing the unlawful scheme to defraud and obtain money on false pretenses, misrepresentations, promises, and omissions.

797. The RICO Defendants' uses of the mails and wires include, but are not limited to, the transmission, delivery, or shipment of the following by the RICO Defendants or third parties that were foreseeably caused to be sent as a result of Defendants' illegal scheme:

- A. the Subject Vehicles themselves;
- B. component parts for the EcoDiesel® engines;
- C. component parts for the Bosch emission control hardware and

software;

- D. false or misleading emission test results;
- E. applications for EPA COCs and CARB EOs that concealed AECDs;
- F. fraudulently-obtained EPA COCs and CARB EOs;
- G. vehicle registrations and plates as a result of the fraudulently-obtained EPA COCs and CARB EOs;
- H. documents and communications that facilitated “passing” emission tests;
- I. false or misleading communications intended to prevent regulators and the public from discovering the true nature of the emission controls and/or AECDs;
- J. sales and marketing materials, including advertising, websites, packaging, brochures, and labeling, concealing the true nature of the Subject Vehicles;
- K. documents intended to facilitate the manufacture and sale of the Subject Vehicles, including bills of lading, invoices, shipping records, reports and correspondence;
- L. documents to process and receive payment for the Subject Vehicles by unsuspecting Plaintiffs, including invoices and receipts;
- M. payments to VM Italy and VM America;
- N. payments to Bosch GmbH and Bosch LLC;
- O. millions of dollars in compensation to Marchionne and Denner;
- P. deposits of proceeds; and/or
- Q. other documents and things, including electronic communications.

798. The RICO Defendants (or their agents), for the purpose of executing the illegal scheme, sent and/or received (or caused to be sent and/or received) by mail or by private or interstate carrier, shipments of the Subject Vehicles and related documents by mail or a private carrier affecting interstate commerce, including the items described above and alleged below:

<u>From</u>	<u>To</u>	<u>Date</u>	<u>Description</u>
FCA	Bosch LLC	January 2013	Documents related to agreement to purchase Bosch EDC Unit 17 for 2014 Jeep Grand Cherokee.
VM Motori	FCA	January 2013	Documents related to EcoDiesel® engine for 2014 Jeep Grand Cherokee.
FCA, Michigan	FCA Dealerships	July 2013	Marketing Documents for 2014 Ram 1500 Subject Vehicles.
EPA	FCA	September 2013	COC and related documents for 2014 Jeep Grand Cherokee.
EPA	FCA	September 2014	COC and related documents for 2015 Jeep Grand Cherokee.
FCA Warren Truck Assembly	Arrigo Dodge dealership, Sunrise, Florida	November 2015	Shipment of 2016 Ram 1500 Subject Vehicles.

799. The RICO Defendants (or their agents), for the purpose of executing the illegal scheme, transmitted (or caused to be transmitted) in interstate commerce by means of wire communications, certain writings, signs, signals and sounds, including those items described above and alleged below:

<u>From</u>	<u>To</u>	<u>Date</u>	<u>Description</u>
Bosch LLC	PR Newswire, New York (and media network around United States)	January 2013	Press release that Bosch's "clean diesel" technology will be featured in 2014 Jeep Grand Cherokee.
FCA, Michigan	Driving Public Throughout All 50 States	July 2013	Ram Zone Blog: <i>The 2014 Ram 1500 with EcoDiesel Engine, Available Soon at a Dealer Near You.</i>
Bosch LLC	FCA	October 2013	Software and calibration documentation for emission control technology.

FCA, Michigan	EPA, Michigan and CARB, California	January 2014	Certification Summery Information Report with emission test results for 2014 Jeep Grand Cherokee and 2014 Ram 1500.
FCA, Michigan	EPA, Michigan and CARB, California	January 2015	Certification Summery Information Report with emission test results for 2015 Jeep Grand Cherokee and 2015 Ram 1500.
FCA, Michigan	EPA, Washington, DC	February 2, 2016	Email correspondence re: FCA lulling press release concerning compliance of diesel vehicles with applicable emission regulations.
EPA, Washington DC	FCA, Michigan	November 30, 2016	Email correspondence re: conference call between EPA officials and Defendant Marchionne.

800. The RICO Defendants also used the internet and other electronic facilities to carry out the scheme and conceal their ongoing fraudulent activities. Specifically, FCA, under the direction and control of Fiat and Marchionne, made misrepresentations about the Subject Vehicles on their websites, YouTube, and through ads online, all of which were intended to mislead regulators and the public about the emission standards and other performance metrics.

801. The RICO Defendants also communicated by U.S. mail, by interstate facsimile, and by interstate electronic mail with various other affiliates, regional offices, divisions, dealerships and other third-party entities in furtherance of the scheme.

802. The mail and wire transmissions described herein were made in furtherance of Defendants' scheme and common course of conduct to deceive regulators and consumers and lure consumers into purchasing the Subject Vehicles, which Defendants knew or recklessly disregarded as

emitting illegal amounts of pollution, despite their advertising campaign that the Subject Vehicles were “clean diesel” or “clean” diesel cars.

803. Many of the precise dates of the fraudulent uses of the U.S. mail and interstate wire facilities have been deliberately hidden, and cannot be alleged without access to Defendants’ books and records. However, Plaintiffs have described the types of, and in some instances, occasions on which the predicate acts of mail and/or wire fraud occurred. These include thousands of communications to perpetuate and maintain the scheme, including the things and documents described in the preceding paragraphs.

804. The RICO Defendants have not undertaken the practices described herein in isolation, but as part of a common scheme and conspiracy. In violation of 18 U.S.C. § 1962(d), the RICO Defendants conspired to violate 18 U.S.C. § 1962(c), as described herein. Various other persons, firms and corporations, including third-party entities and individuals not named as defendants in this Complaint, have participated as co-conspirators with the RICO Defendants in these offenses and have performed acts in furtherance of the conspiracy to increase or maintain revenues, increase market share, and/or minimize losses for the Defendants and their unnamed co-conspirators throughout the illegal scheme and common course of conduct.

805. To achieve their common goals, the RICO Defendants hid from the general public the excessive and unlawful emissions of the Subject Vehicles and obfuscated the true nature and level of the emissions even after regulators raised concerns. The RICO Defendants suppressed and/or ignored warnings from third parties, whistleblowers, and governmental entities about the discrepancies in emissions testing and the concealed auxiliary (or defeat) devices present in the Subject Vehicles.

806. With knowledge and intent, the RICO Defendants and each member of the conspiracy, with knowledge and intent, have agreed to the overall objectives of the conspiracy, and have

participated in the common course of conduct, to commit acts of fraud and indecency in designing, manufacturing, distributing, marketing, testing, and/or selling the Subject Vehicles (and the emission control technology contained therein).

807. Indeed, for the conspiracy to succeed, each of the RICO Defendants and their co-conspirators had to agree to implement and use the similar devices and fraudulent tactics. Specifically, the RICO Defendants committed to secrecy about the concealed AECDs in the Subject Vehicles.

808. The RICO Defendants knew and intended that government regulators would rely on their material omissions made about the Subject Vehicles to approve them for importation, marketing, and sale in the United States and each state/territory identified herein. The RICO Defendants knew and intended that consumers would purchase the Subject Vehicles and incur costs as a result. Plaintiffs' reliance on this ongoing concealment is demonstrated by the fact that they purchased illegal and defective vehicles that never should have been introduced into the U.S. stream of commerce. In addition, the EPA, CARB, and other regulators relied on the misrepresentations and material concealment and omissions made or caused to be made by the RICO Defendants; otherwise, FCA could not have obtained valid COCs and EOs to sell the Subject Vehicles.

809. As described herein, the RICO Defendants engaged in a pattern of related and continuous predicate acts for years. The predicate acts constituted a variety of unlawful activities, each conducted with the common purpose of obtaining significant monies and revenues from Plaintiffs based on their misrepresentations and omissions, while providing Subject Vehicles that were worth significantly less than the purchase price paid. The predicate acts also had the same or similar results, participants, victims, and methods of commission. The predicate acts were related and not isolated events.

810. The predicate acts had the purpose of generating significant revenue and profits for the

RICO Defendants at the expense of Plaintiffs. The predicate acts were committed or caused to be committed by the RICO Defendants through their participation in the EcoDiesel® RICO Enterprise and in furtherance of its fraudulent scheme, and were interrelated in that they involved obtaining Plaintiffs' funds and avoiding the expenses associated with remediating the Subject Vehicles.

811. During the design, manufacture, testing, marketing and sale of the Subject Vehicles, the RICO Defendants shared among themselves technical, marketing, and financial information that revealed the existence of the AECDs contained therein. Nevertheless, the RICO Defendants chose and agreed to disseminate information that deliberately misrepresented the Subject Vehicles as legal, "clean," "environmentally friendly," and "fuel efficient" in their concerted efforts to market and sell them to consumers.

812. By reason of, and as a result of the conduct of the RICO Defendants, and in particular, their pattern of racketeering activity, Plaintiffs have been injured in their business and/or property in multiple ways, including but not limited to:

- A. Purchase or lease of illegal, defective Subject Vehicles;
- B. Overpayment at the time of purchase or lease for Subject Vehicles purportedly having "EcoDiesel" properties and benefits, and meeting applicable federal and state emissions standards, that did not have these properties or meet these standards;
- C. The value of the Subject Vehicles has diminished;
- D. Other, ongoing out-of-pocket and loss-of-use expenses;
- E. Payment for alternative transportation; and
- F. Loss of employment due to lack of transportation.

813. The RICO Defendants' violations of 18 U.S.C. § 1962(c) and (d) have directly and proximately caused economic damage to Plaintiffs' business and property, and Plaintiffs are entitled

to bring this action for three times their actual damages, as well as injunctive/equitable relief, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c).

NATIONWIDE COUNT II
FRAUD
(Common Law)

814. Plaintiffs incorporate by reference all preceding allegations as through fully set forth herein.

A. Affirmative Misrepresentation

815. Plaintiffs assert this affirmative misrepresentation theory of fraud on behalf of themselves and those Nationwide Plaintiffs to be added later, against the Fiat Chrysler and VM Motori Defendants.

816. Fiat Chrysler branded each Subject Vehicle with the EcoDiesel badge. Through the badge, Fiat Chrysler communicated to each Plaintiffs that the Subject Vehicles were, among other things, environmentally friendly.

817. This was a material fact, as Fiat Chrysler's own research and communications demonstrate. Fiat Chrysler's representations were false because the Subject Vehicles contain undisclosed emission cheating components that cause them to pollute excessively in real-world driving conditions.

818. Fiat Chrysler and VM Motori knew the representations were false and intended Plaintiffs to rely on them.

819. Each named Plaintiff decided to buy a Subject Vehicle based in part on the representations communicated through the EcoDiesel badge. Because each Subject Vehicle included the badge and each Plaintiff was exposed to it, a "plausible . . . inference of reliance" can be made for all Plaintiffs. Dkt. 290 at 103 (citing *Tobacco II Cases*, 207 P.3d 20, 40 (Cal. 2009)).

B. Fraudulent Concealment: Fuel Economy and Performance Representations

820. Plaintiffs assert this fraudulent concealment theory on behalf of themselves against all Defendants.

821. Again, Fiat Chrysler branded each Subject Vehicle with the EcoDiesel badge, which communicated not only that the Subject Vehicles were environmentally friendly, but also that they were fuel efficient.

822. The fuel economy and performance representations were also the centerpiece of Fiat Chrysler's marketing efforts and featured prominently in virtually every advertisement and consumer communication. As detailed above, through dealership training materials leading to representations at the point of sale, vehicle brochures, the manufacturer websites, print advertisements, television advertisements, and other avenues, Fiat Chrysler pervasively and consistently represented that the Subject Vehicles had best-in-class fuel economy and touted their specific MPG and range, as well as their supposedly superior torque and performance.

823. Defendants concealed and suppressed the fact that the Subject Vehicles could achieve their fuel efficiency and power only through undisclosed cheating components that cause them to pollute excessively. This was a material fact about which the Defendants had knowledge, and that they concealed from Plaintiffs and to mislead them.

824. Plaintiffs did not know this fact and could not have discovered it through reasonably diligent investigation.

825. Defendants had a duty to disclose that the emission treatment technology in the Subject Vehicles is de-activated or reduced under real-world driving conditions because (1) the Defendants had exclusive knowledge of the material, suppressed facts; (2) the Defendants took affirmative actions to conceal the material facts, including by not identifying them for the EPA and CARB; and (3) Fiat

Chrysler made partial representations about the environmental friendliness, fuel economy, and performance of the Subject Vehicles that were misleading without disclosure of the fact that the Subject Vehicles contained hidden emission cheating components that caused the Subject Vehicles to pollute excessively in real-world driving conditions.

826. Each named Plaintiff decided to buy a Subject Vehicle based in part on the fuel economy and power representations made through the EcoDiesel badge and other consumer communications to consumers. *See, e.g.*, ¶¶ 34-96. Because each Subject Vehicle included the badge and each Plaintiffs was exposed to it, and because the fuel economy and performance representations were consistent and pervasive, a “plausible . . . inference of reliance” can be made for all Plaintiffs. Dkt. 290 at 103 (citing *Tobacco II Cases*, 207 P.3d 20, 40 (Cal. 2009)).

C. Fraudulent Concealment: Installing and Concealing the Defeat Devices

827. Plaintiffs assert this fraudulent concealment theory on behalf of themselves and those Nationwide Plaintiffs to be named later, against all Defendants.

828. Each Defendant committed fraud by installing and calibrating emission control devices in the Subject Vehicles, which were unlawfully concealed from regulators and consumers alike. In uniform advertising and materials provided with each Subject Vehicle, the Fiat Chrysler Defendants concealed from Plaintiffs that the emission treatment technology de-activated under real-world driving conditions.

829. The Fiat Chrysler Defendants intentionally concealed, suppressed, and failed to disclose the facts that the Subject Vehicles had defective emission controls and/or emitted unlawfully high levels of pollutants such as NOx. These Defendants, along with VM Motori and the Bosch Defendants, knew or should have known the true facts, due to their involvement in the design, installment, and calibration of the emission treatment technology in the Subject Vehicles. And yet, at

no time did any of these Defendants reveal the truth to Plaintiffs. To the contrary, each Defendant concealed the truth, intending for Plaintiffs to rely—which they did.

830. A reasonable consumer would not have expected that the emission treatment technology in the Subject Vehicles de-activated under real-world driving conditions or that the Subject Vehicle would spew unmitigated NOx during city or highway driving. Plaintiffs did not know of the facts which were concealed from them by Defendants. Moreover, as consumers, Plaintiffs did not, and could not, unravel the deception on their own.

831. Defendants had a duty to disclose that the emission treatment technology is de-activated under real-world driving conditions and that the Subject Vehicles spewed unmitigated NOx during real-world conditions. Defendants had such a duty because the true facts were known and/or accessible only to them and because they knew these facts were not known to or reasonably discoverable by Plaintiffs.

832. Fiat Chrysler and VM Motori also had a duty to disclose the true nature of the emission controls in light of their statements about the qualities of the EcoDiesel® engines and the Subject Vehicles' emissions levels, which were misleading, deceptive, and incomplete without the disclosure of the fact that the emission treatment technology is de-activated under real-world driving conditions and that the Subject Vehicles spewed unmitigated NOx during real-world conditions. Fiat Chrysler held out the Subject Vehicles as *reduced emission* diesel vehicles, when in fact, they were *unlawfully high* emission vehicles. Having volunteered to provide information to Plaintiffs, Fiat Chrysler and VM Motori had the duty to disclose the whole truth. On information and belief, Fiat Chrysler has still not made full and adequate disclosures and continues to defraud Plaintiffs by concealing material information regarding the emissions qualities of the Subject Vehicles.

* * *

833. But for Defendants' fraud, Plaintiffs would not have purchased the Subject Vehicles, or would have paid less for them. Plaintiffs have sustained damage because purchased vehicles that were not as represented and because they own Subject Vehicles that should never have been placed in the stream of commerce and are diminished in value as a result of Defendants' fraud. Accordingly, Defendants are liable to Plaintiffs for damages in an amount to be proven at trial.

834. Defendants' acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud; in reckless disregard of the rights of Plaintiffs; and to enrich themselves. Their misconduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount shall be determined according to proof at trial.

NATIONWIDE COUNT III
IMPLIED AND WRITTEN WARRANTY
Magnuson – Moss Warranty Act (15 U.S.C. §§ 2301, et seq.

835. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

836. Plaintiffs bring this action on behalf of themselves against FCA US LLC.

837. This Court has jurisdiction to decide claims brought under 15 U.S.C. § 2301 by virtue of 28 U.S.C. § 1332 (a)-(d).

838. Plaintiffs are “consumers” within the meaning of 15 U.S.C. § 2301(3).

839. FCA is a “supplier” and “warrantor” within the meaning of 15 U.S.C. § 2301(4) and (5), respectively.

840. The Subject Vehicles are “consumer products” within the meaning of 15 U.S.C. 16§ 2301(1).

841. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a written or implied warranty.

842. The amount in controversy of Plaintiffs' individual claims meets or exceeds \$25.00 in value. In addition, the amount in controversy meets or exceeds \$50,000 in value (exclusive of interest and costs) on the basis of all claims to be determined in this lawsuit.

843. FCA provided Plaintiffs with "written warranties" and "implied warranties," as identified above, which are covered under 15 U.S.C. § 2301(6) and (7), respectively.

844. The terms of these warranties became part of the basis of the bargain when Plaintiffs purchased their Subject Vehicles.

845. FCA breached these written and implied warranties as described in detail above. Without limitation, the Subject Vehicles share a common design defect in that they emit more pollutants than: (a) is allowable under the applicable regulations, and (b) was revealed to regulators, consumers, and the driving public.

846. Plaintiffs have had sufficient direct dealings with either FCA or its agents (including dealerships) to establish privity of contract between FCA, on the one hand, and Plaintiffs. Nonetheless, privity is not required here because Plaintiffs are intended third-party beneficiaries of contracts between FCA and its dealers, and specifically, of FCA's implied warranties. The dealers were not intended to be the ultimate consumers of the Subject Vehicles and have no rights under the warranty agreements provided with the Subject Vehicles; the warranty agreements were designed for and intended to benefit consumers only.

847. Affording FCA a reasonable opportunity to cure its breach of written warranties would be unnecessary and futile. At the time of sale or lease of each Subject Vehicle, FCA knew, or should have known, of its misrepresentations and/or material omissions concerning the Subject Vehicles' inability to perform as warranted, but nonetheless failed to rectify the situation and/or disclose the design defect. Under the circumstances, the remedies available under any informal settlement

procedure would be inadequate and any requirement that Plaintiffs resort to an informal dispute resolution procedure and/or afford FCA a reasonable opportunity to cure its breach of warranties is excused and thereby deemed satisfied.

848. In addition, given the conduct described herein, any attempts by FCA, in its capacity as a warrantor, to limit the implied warranties in a manner that would exclude coverage of the defect is unconscionable and any such effort to disclaim, or otherwise limit, liability for the defect is null and void.

849. As a direct and proximate result of FCA's breach of the written and implied warranties, Plaintiffs have suffered damages.

850. Plaintiffs seek all damages permitted by law, including compensation for the monetary difference between the Subject Vehicles as warranted and as sold; compensation for the reduction in resale value; the cost of purchasing, leasing, or renting replacement vehicles, along with all other incidental and consequential damages, statutory attorney fees, and all other relief allowed by law.

851. The warranty laws of each state, which are incorporated into this Count, are set forth below.

1. **Alabama**

**BREACH OF EXPRESS WARRANTY
(Ala. Code §§ 7-2-313 and 7-2A-210)**

852. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

853. Plaintiffs, Autry Hall, Kevin Crew, John Corbin, Robert Mayer, Robert Southern, Micah Hill, James Washington, Quinn Breland, Mike Shelton, Greg Cain, Randal Stephens, Tyler Bridgeman, Alonzo Thomas Stone, individually and on behalf of Plaintiffs to be named later bring

this action on behalf of themselves against Fiat and FCA.

854. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Ala. Code §§ 7-2-104(1) and 7-2A-103(3), and “sellers” of motor vehicles under § 7-2-103(1)(d).

855. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Ala. Code. § 7-2A-103(1)(p).

856. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Ala. Code §§ 7-2-105(1) and 7-2A-103(1)(h).

857. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

858. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

859. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold

and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

860. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

861. Any opportunity to cure the express breach is unnecessary and futile.

862. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Ala. Code §§ 7-2-314 and 7-2A-212)

863. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

864. Plaintiffs, Autry Hall, Kevin Crew, John Corbin, Robert Mayer, Robert Southern, Micah Hill, James Washington, Quinn Breland, Mike Shelton, Greg Cain, Randal Stephens, Tyler Bridgeman, Alonzo Thomas Stone, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

865. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Ala. Code §§ 7-2-104(1) and 7-2A-103(3), and "sellers" of motor vehicles under § 7-2-

6103(1)(d).

866. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under Ala. Code. § 7-2A-103(1)(p).

867. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Ala. Code §§ 7-2-105(1) and 7-2A-103(1)(h).

868. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Ala. Code §§ 7-2-314 and 7-2A-212.

869. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

870. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to Plaintiffs. The amount of damages due will be proven at trial.

2. Alaska

BREACH OF EXPRESS WARRANTY (Alaska Stat. Ann. §§ 45.02.313 and 45.12.210)

871. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

872. Plaintiffs, Slade D. Howell, Angela Christenson, (for purposes of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

873. Fiat and FCA are and were at all relevant times “merchants” with respect to motor

vehicles under Alaska Stat. Ann. §§ 45.02.104(a) and 45.12.103(c)(11), and “sellers” of motor vehicles under § 45.02.103(a)(4).

874. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Alaska Stat. Ann. § 45.12.103(a)(16).

875. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Alaska Stat. Ann. §§ 45.02.105(a) and 45.12.103(a)(8)).

876. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

877. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

878. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew

that the emission systems contained defects.

879. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

880. Any opportunity to cure the express breach is unnecessary and futile.

881. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(Alaska Stat. Ann. §§ 45.02.314 and 45.12.212)

882. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

883. Plaintiffs, Slade D. Howell, Angela Christenson, (for purposes of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

884. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Alaska Stat. Ann. §§ 45.02.104(a) and 45.12.103(c)(11), and "sellers" of motor vehicles under § 45.02.103(a)(4).

885. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Alaska Stat. Ann. § 45.12.103(a)(16).

886. The Subject Vehicles are and were at all relevant times "goods" within the meaning of

Alaska Stat. Ann. §§ 45.02.105(a) and 45.12.103(a)(8).

887. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Alaska Stat. §§ 45.02.314 and 45.12.212.

888. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

889. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to Plaintiffs. The amount of damages due will be proven at trial.

3. Arizona

BREACH OF EXPRESS WARRANTY (Ariz. Rev. Stat. §§ 47-2313 and 47-2A210)

890. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

891. Plaintiffs, Brad W. Lines, Dally Eph Yarbrough, Daniel Smith, Doug Merrell, Joseph Hyte Johnson, Mark Deemy, Michael Carrano, Robert Kroener, Thomas Spalding, Michael Boales, Samuel Gross, Marvin Rambel, Troy Zapara, Thruman & Rose Dickey, John Rory Carreon, Erick Angelo, Richard & Carol Huff, Kyle M. Griffey, Thang Nguyen, Terry Hargis, (for the purpose of this section, "Plaintiff") bring this action on behalf of themselves against Fiat and FCA.

892. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under Ariz. Rev. Stat. §§ 47-2104(A) and 47-2a103(c), and "sellers" of motor vehicles under

§ 47-2103(A)(4).

893. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Ariz. Rev. Stat. § 47-2a103(A)(16).

894. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Ariz. Rev. Stat. §§ 47-2105(A) and 47-2a103(A)(8).

895. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

896. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

897. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiff were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

898. Plaintiff reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. however, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiff, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiff.

899. Any opportunity to cure the express breach is unnecessary and futile.

900. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Ariz. Rev. Stat. §§ 47-2314 and 47-2A212)

901. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

902. Plaintiffs, Brad W. Lines, Dally Eph Yarbrough, Daniel Smith, Doug Merrell, Joseph Hyte Johnson, Mark Deemy, Michael Carrano, Robert Kroener, Thomas Spalding, Michael Boales, Samuel Gross, Marvin Rambel, Troy Zapara, Thruman & Rose Dickey, John Rory Carreon, Erick Angelo, Richard Huff, Kyle M. Griffey, Thang Nguyen, Terry Hargis, (for the purpose of this section, "Plaintiff") bring this action on behalf of themselves against Fiat and FCA.

903. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Ariz. Rev. Stat. §§ 47-2104(A) and 47-2a103(c), and "sellers" of motor vehicles under 12 § 47-2103(A)(4).

904. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of

motor vehicles under Ariz. Rev. Stat. § 47-2a103(A)(16).

905. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Ariz. Rev. Stat. §§ 47-2105(A) and 47-2a103(A)(8).

906. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Ariz. Rev. Stat. §§ 47-2314 and 47-2a212.

907. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

908. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to the Plaintiff. The amount of damages due will be proven at trial.

4. Arkansas

BREACH OF EXPRESS WARRANTY (Ark. Code Ann. §§ 4-2-313 and 4-2A-210)

909. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

910. Plaintiffs, Brian & Kim Way, Gary Wainwright, Justin Davis, Kevin Massey, James Mikes, Levi Kimsey, Larry & Daina Wilhelm, Billy & Joseph Welch, Douglas Mettenburg, David Kizzia, Heath Minyard, Ryan Allred, Richard Harris, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

911. Fiat and FCA are and were at all relevant times “merchants” with respect to motor

vehicles under Ark. Code Ann. §§ 4-2-104(1) and 4-2A-103(3), and “seller[s]” of motor vehicles under § 4-2-103(1)(d).

912. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Ark. Code Ann. § 4-2A-103(1)(p).

913. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Ark. Code Ann. §§ 4-2-105(1) and 4-2A-103(1)(h).

914. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

915. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

916. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew

that the emission systems contained defects.

917. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiff.

918. Any opportunity to cure the express breach is unnecessary and futile.

919. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Ark. Code Ann. §§ 4-2-314 and 4-2A-212)

920. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

921. Plaintiffs, Brian & Kim Way, Gary Wainwright, Justin Davis, Kevin Massey, James Mikes, Levi Kimsey, Larry & Daina Wilhelm, Billy & Joseph Welch, Douglas Mettenburg, David Kizzia, Heath Minyard, Ryan Allred, Richard Harris, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

922. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Ark. Code Ann. §§ 4-2-104(1) and 4-2A-103(3), and "seller[s]" of motor vehicles under § 4-2-103(1)(d).

923. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of

motor vehicles under Ark. Code Ann. § 4-2A-103(1)(p).

924. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Ark. Code Ann. §§ 4-2-105(1) and 4-2A-103(1)(h).

925. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Ark. Code Ann. §§ 4- 10 2-314 and 4-2A-212.

926. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

927. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to Plaintiff. The amount of damages due will be proven at trial.

5. California

BREACH OF EXPRESS WARRANTY (Cal. Com. Code §§ 2313 and 10210)

928. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

929. Plaintiffs, to be named at a later date, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

930. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Cal. Com. Code §§ 2104(1) and 10103(c), and “sellers” of motor vehicles under § 2103(1)(d).

931. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Cal. Com. Code § 10103(a)(16).

932. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Cal. Com. Code §§ 2105(1) and 10103(a)(8)).

933. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

934. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

935. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

936. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning

emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

937. Any opportunity to cure the express breach is unnecessary and futile.

938. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Cal. Com. Code §§ 2314 and 10212)**

939. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

940. Plaintiffs, to be named at a later date, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

941. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Cal. Com. Code §§ 2104(1) and 10103(c), and "sellers" of motor vehicles under § 2103(1)(d).

942. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Cal. Com. Code § 10103(a)(16).

943. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Cal. Com. Code §§ 2105(1) and 10103(a)(8).

944. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Cal. Com. Code §§ 2314

and 10212.

945. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

946. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

**VIOLATIONS OF SONG-BEVERLY CONSUMER WARRANTY ACT FOR
BREACH OF EXPRESS WARRANTIES
(Cal. Civ. Code §§ 1791.2 & 1793.2(d))**

947. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

948. Plaintiffs, to be named at a later date, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

949. Plaintiffs who purchased or leased the Subject Vehicles in California are "buyers" within the meaning of Cal. Civ. Code § 1791(b).

950. The Subject Vehicles are "consumer goods" within the meaning of Cal. Civ. Code § 1791(a).

951. Fiat Chrysler is a "manufacturer[s]" of the Subject Vehicles within the meaning of Cal. Civ. Code § 1791(j).

952. Plaintiffs bought/leased new motor vehicles manufactured by Fiat Chrysler.

953. Fiat Chrysler made express warranties to Plaintiffs within the meaning of Cal. Civ.

Code §§ 1791.2 and 1793.2, as described above.

954. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

955. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

956. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

957. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and

efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

958. Any opportunity to cure the express breach is unnecessary and futile.

959. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

960. Pursuant to Cal. Civ. Code §§ 1793.2 and 1794, CA Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, damages, punitive damages, and any other just and proper relief available under the Song-Beverly Consumer Warranty Act.

**VIOLATIONS OF SONG-BEVERLY CONSUMER WARRANTY ACT FOR
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Cal. Civ. Code §§ 1791.1 and 1792)**

961. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

962. Plaintiffs, to be named at a later date, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

963. Plaintiffs who purchased or leased the Subject Vehicles in California are "buyers" within the meaning of Cal. Civ. Code § 1791(b).

964. The Subject Vehicles are "consumer goods" within the meaning of Cal. Civ. Code § 1791(a).

965. Fiat Chrysler is a "manufacturer" of the Subject Vehicles within the meaning of Cal. Civ. Code § 1791(j).

966. Fiat Chrysler impliedly warranted to Plaintiffs that its Subject Vehicles were "merchantable" within the meaning of Cal. Civ. Code §§ 1791.1(a) and 1792, however, the Subject

Vehicles do not have the quality that a buyer would reasonably expect.

967. Cal. Civ. Code § 1791.1(a) states: “Implied warranty of merchantability” or “implied warranty that goods are merchantable” means that the consumer goods meet each of the following:

- A. Pass without objection in the trade under the contract description.
- B. Are fit for the ordinary purposes for which such goods are used.
- C. Are adequately contained, packaged, and labeled.
- D. Conform to the promises or affirmations of fact made on the container or label.

968. The Subject Vehicles would not pass without objection in the automotive trade because of the defects in the Subject Vehicles’ “clean” diesel engine system. Because of the defects in the Subject Vehicles’ EcoDiesel® engine systems, they are not in merchantable condition and thus not fit for ordinary purposes.

969. The Subject Vehicles are not adequately labeled because the labeling fails to disclose the defects in the Subject Vehicles’ diesel engine system. The Subject Vehicles do not conform to the promises and affirmations made by Fiat Chrysler.

970. Fiat Chrysler’s breach of the implied warranty of merchantability caused damage to Plaintiffs who purchased or leased the defective vehicles. The amount of damages due will be proven at trial.

971. Pursuant to Cal. Civ. Code §§ 1791.1(d) and 1794, Plaintiffs seek an order enjoining Defendants’ unfair and/or deceptive acts or practices, damages, punitive damages, and any other just and proper relief available under the Song-Beverly Consumer Warranty Act.

BREACH OF EXPRESS CALIFORNIA EMISSIONS WARRANTIES
(Cal. Civ. Code § 1793.2, *et seq.*)

972. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

973. Plaintiffs, to be named at a later date, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

974. Each Subject Vehicle is covered by express California Emissions Warranties as a matter of law. *See* Cal. Health & Safety Code § 43205; Cal. Code Regs. tit. 13, § 2037.

975. The express California Emissions Warranties generally provide “that the vehicle or engine is...[d]esigned, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board.” This provision applies without any time or mileage limitation.

976. The California Emissions Warranties also specifically warrant Plaintiffs against any performance failure of the emissions control system for three years or 50,000 miles, whichever occurs first, and against any defect in any emission-related part for seven years or 70,000 miles, whichever occurs first.

977. California law imposes express duties “on the manufacturer of consumer goods sold in this state and for which the manufacturer has made an express warranty.” Cal. Civ. Code § 1793.2.

978. Among those duties, “[i]f the manufacturer or its representative in this state is unable to service or repair a new motor vehicle...to conform to the applicable express warranties after a reasonable number of attempts, the manufacturer shall either promptly replace the new motor vehicle or promptly make restitution to the buyer” at the vehicle owner’s option. *See* Cal. Civ. Code § 1793.2(d)(2).

979. Plaintiffs are excused from the requirement to “deliver nonconforming goods to the

manufacturer's service and repair facility within this state" because Fiat Chrysler is refusing to accept them and delivery of the California Vehicles "cannot reasonably be accomplished." Cal. Civ. Code § 1793.2(c).

980. This complaint is written notice of nonconformity to Defendants and "shall constitute return of the goods." *Id.*

981. In addition to all other damages and remedies, Plaintiffs are entitled to "recover a civil penalty of up to two times the amount of damages" for the aforementioned violation. *See* Cal. Civ. Code § 1794(e)(1). Any "third-party dispute resolution process" offered by Defendants does not relieve Defendants from the civil penalty imposed because Defendants are not offering the process to Plaintiffs for resolution of these California Emissions Warranties issues and the process is not "substantially" compliant. *See* Cal. Civ. Code 2 § 1794(e)(2); Cal. Civ. Code § 1793.22(d); 16 C.F.R. § 703.2.

6. Colorado

BREACH OF EXPRESS WARRANTY(Colo. Rev. Stat. §§ 4-2-313 and 4-2.5-210)

982. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

983. Plaintiffs, Andrew Rogers, Douglas Bay, Jeff Schoonover, Ken Trousdale, Leslie James Preston, Steve Conklin, William Akins, Kenyon Shephard, Alfred Herrera, Noel Vazquez, Jason Mull, Jorge Villarreal, Jose Castro, Ken Kroschel, Michael Gides, David Coop, Casey & Ashley Knutson, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

984. Fiat and FCA are and were at all relevant times "merchants" with respect to motor

vehicles under Colo. Rev. Stat. §§ 4-2-104(1) and 4-2.5-103(3), and “sellers” of motor vehicles under § 4-2-103(1)(d).

985. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Colo. Rev. Stat. § 4-2.5-103(1)(p).

986. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Colo. Rev. Stat. §§ 4-2-105(1) and 4-2.5-103(1)(h).

987. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

988. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

989. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real- world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew

that the emission systems contained defects.

990. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

991. Any opportunity to cure the express breach is unnecessary and futile.

992. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(Colo. Rev. Stat. §§ 4-2-313 and 4-2.5-212)

993. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

994. Plaintiffs, Andrew Rogers, Douglas Bay, Jeff Schoonover, Ken Trousdale, Leslie James Preston, Steve Conklin, William Akins, Kenyon Shephard, Alfred Herrera, Noel Vazquez, Jason Mull, Jorge Villarreal, Jose Castro, Ken Kroschel, Michael Gides, David Coop, Casey & Ashley Knutson, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

995. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Colo. Rev. Stat. §§ 4-2-104(1) and 4-2.5-103(3), and "sellers" of motor vehicles under § 4-2-103(1)(d).

996. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under Colo. Rev. Stat. § 4-2.5-103(1)(p).

997. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Colo. Rev. Stat. §§ 4-2-105(1) and 4-2.5-103(1)(h).

998. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Colo. Rev. Stat. §§ 4-2-313 and 4-2.5-212.

999. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1000. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

7. Connecticut

BREACH OF EXPRESS WARRANTY (Conn. Gen. Stat. Ann. § 42A-2-313)

1001. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1002. Plaintiffs, Sean Conran, Cody Langlois, Robert W. Ford, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

1003. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Conn. Gen. Stat. Ann. § 42a-2-104(1).

1004. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1005. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

1006. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiff were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1007. Plaintiff reasonably relied on Fiat’s and FCA’s express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiff, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are

defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1008. Any opportunity to cure the express breach is unnecessary and futile.

1009. Due to Fiat and FCA's breach of warranty as set forth herein, Plaintiff assert as an additional and/or alternative remedy, as set forth in Conn. Gen. Stat. Ann. § 42a-2-711, for a revocation of acceptance of the goods and for a return to Plaintiff of the purchase price of all Subject Vehicles currently owned or leased, and for such other incidental and consequential damages as allowed under Conn. Gen. Stat. Ann. §§ 42a-2-711 and 42a-2-608.

1010. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Conn. Gen. Stat. Ann. § 42A-2-314)

1011. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1012. Plaintiffs Sean Conran, Cody Langlois, Robert W. Ford, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1013. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Conn. Gen. Stat. Ann. § 42a-2-104(1).

1014. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Conn. Gen. Stat. Ann. § 42a-2-314.

1015. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject

Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1016. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiff. The amount of damages due will be proven at trial.

8. Delaware

**BREACH OF EXPRESS
WARRANTY (6 Del. Code §§ 2-313
and 2A-210)**

1017. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1018. Plaintiff, Roy McKenney and others to be named at a later date, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1019. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under 6 Del. C. §§ 2-104(1) and 2A-103(3), and "sellers" of motor vehicles under § 2-103(1)(d).

1020. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under 6 Del. C. § 2A-103(1)(p).

1021. The Subject Vehicles are and were at all relevant times "goods" within the meaning of 6 Del. C. §§ 2-105(1) and 2A-103(1)(h).

1022. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a "Performance Warranty" and a "Design and Defect Warranty." The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major

emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1023. Fiat and FCA provided these warranties to the Plaintiffs. These warranties formed the basis of the bargain that was reached when the Plaintiffs purchased or leased their Subject Vehicles.

1024. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to the Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1025. The Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to the Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to the Plaintiffs.

1026. Any opportunity to cure the express breach is unnecessary and futile.

1027. As a direct and proximate result of Fiat's and FCA's breach of express warranties, the

Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(6 Del. Code §§ 2-314 and 2A-212)**

1028. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1029. Plaintiff, Roy McKenney and others to be named at a later date, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

1030. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under 6 Del. C. §§ 2-104(1) and 2A-103(3), and “sellers” of motor vehicles under § 2-103(1)(d).

1031. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under 6 Del. C. § 2A-103(1)(p).

1032. The Subject Vehicles are and were at all relevant times “goods” within the meaning of 6 Del. C. §§ 2-105(1) and 2A-103(1)(h).

1033. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to 6 Del. C. §§ 2-314 and 2A-212.

1034. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1035. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

9. District of Columbia

**BREACH OF EXPRESS
WARRANTY (D.C. Code §§ 28:2-313
and 28:2A-210)**

1036. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1037. This count is brought on behalf of the District of Columbia Plaintiffs against Fiat and FCA.

1038. Fiat and FCA are and were at all relevant times “merchants: with respect to motor vehicles under D.C. Code §§ 28:2-104(1) and 28:2A-103(a)(20), and “sellers” of motor vehicles under § 28:2-103(1)(d).

1039. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under D.C. Code § 28:2A-103(a)(16).

1040. The Subject Vehicles are and were at all relevant times “goods” within the meaning of D.C. Code §§ 28:2-105(1) and 28:2A-103(a)(8).

1041. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related

parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1042. Fiat and FCA provided these warranties to the District of Columbia Plaintiffs. These warranties formed the basis of the bargain that was reached when the District of Columbia Plaintiffs purchased or leased their Subject Vehicles.

1043. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to the District of Columbia were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1044. The District of Columbia Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to the District of Columbia Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to the District of Columbia Plaintiffs.

1045. Any opportunity to cure the express breach is unnecessary and futile.

1046. As a direct and proximate result of Fiat's and FCA's breach of express warranties, the District of Columbia Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(D.C. Code §§ 28:2-314 and 28:2A-212)

1047. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1048. This count is brought on behalf of the District of Columbia Plaintiffs against Fiat and FCA.

1049. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under D.C. Code §§ 28:2-104(1) and 28:2A-103(a)(20), and “sellers” of motor vehicles under § 28:2-103(1)(d).

1050. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under D.C. Code § 28:2A-103(a)(16).

1051. The Subject Vehicles are and were at all relevant times “goods” within the meaning of D.C. Code §§ 28:2-105(1) and 28:2A-103(a)(8).

1052. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to D.C. Code §§ 28:2- 314 and 28:2A-212.

1053. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards

1054. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to the District of Columbia Plaintiffs. The amount of damages due will be proven at trial.

10. Florida

**BREACH OF EXPRESS
WARRANTY (Fla. Stat. §§ 672.313
and 680.21)**

1055. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1056. Plaintiffs, Changping Wei, Derik Fairchild, Dominick Bianchi, Dozier Holton Browning, Jeffrey & Brandon Woodall, Jeremey Hornack, John Neumayer, Kevin Morrison, Michael DiVona, Monte Paul & Devera Jean Oberlee, Randall Holdaway, Richard Carr, Roberto Berenguer-Serrano, Sherri Collins, Stephen Swanson, Steven Fitzgerald, Steven Chauvin, William Patrick, Jr., Gary Luster & Phyllis Marie Anderson, Matthew Luckett, Brian Ashworth, Dean Allmon, Gilder Whitlock, Nicky Herrington, Peter Cacoperdo, Robert Allen, Ronald Macdonald, Ernest Hodgdon, Jeffrey Greenwood, Brandon Crookes, Robert Bell, Nathan Baisley, Judy & Ronald Simmons, Gerald & Sharon Parker, Jimmy Steen, Steven M. Pender, Janelle & Bryan Wiggins, Allen Kevin Peacock, Osvaldo Romero, Robert Elie, Manuel & Michael Gonzalez, Christofer, Askervold, David & Giesela Martinez, Timothy Leathers, Joseph Dick-Griffith, Martin Mannion, Alonzo Thomas Stone, Mark Edward Harrell, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

1057. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Fla. Stat. §§ 672.104(1) and 680.1031(3)(k), and “sellers” of motor vehicles under § 672.103(1)(d).

1058. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Fla. Stat. § 680.1031(1)(p).

1059. The Subject Vehicles are and were at all relevant times “goods” within the meaning of

Fla. Stat. §§ 672.105(1) and 680.1031(1)(h).

1060. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1061. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1062. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1063. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and

efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1064. Any opportunity to cure the express breach is unnecessary and futile.

1065. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Fla. Stat. §§ 672.314 and 680.212)**

1066. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1067. Plaintiffs, Changping Wei, Derik Fairchild, Dominick Bianchi, Dozier Holton Browning, Jeffrey & Brandon Woodall, Jeremy Hornack, John Neumayer, Kevin Morrison, Michael DiVona, Monte Paul & Devera Jean Oberlee, Randall Holdaway, Richard Carr, Roberto Berenguer-Serrano, Sherri Collins, Stephen Swanson, Steven Fitzgerald, Steven Chauvin, William Patrick, Jr., Gary & Phyllis Marie Luster Anderson, Matthew Luckett, Brian Ashworth, Dean Allmon, Gilder Whitlock, Nicky Herrington, Peter Cacoperdo, Robert Allen, Ronald Macdonald, Ernest Hodgdon, Jeffrey Greenwood, Brandon Crookes, Robert Bell, Nathan Baisley, Judy & Ronald Simmons, Gerald & Sharon Parker, Jimmy Steen, Steven M. Pender, Janelle & Bryan Wiggins, Allen Kevin Peacock, Osvaldo Romero, Robert Elie, Manuel & Michael Gonzalez, Christofer, Askervold, David & Giesela Martinez, Timothy Leathers, Joseph Dick-Griffith, Martin Mannion, Alonzo Thomas Stone, Mark Edward Farrell, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1068. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles

under Fla. Stat. §§ 672.104(1) and 680.1031(3)(k), and “sellers” of motor vehicles under § 672.103(1)(d).

1069. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under Fla. Stat. § 680.1031(1)(p).

1070. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Fla. Stat. §§ 672.105(1) and 680.1031(1)(h).

1071. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Fla. Stat. §§ 672.314 and 680.212.

1072. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1073. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

11. Georgia

**BREACH OF EXPRESS WARRANTY
(Ga. Code. Ann. §§ 11-2-313 and 11-2A-210)**

1074. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1075. Plaintiffs, to be named at a later date, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

1076. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Ga. Code Ann. §§ 11-2-104(1) and 11-2A-103(3), and “sellers” of motor vehicles 5 under § 11-2-103(1)(d).

1077. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Ga. Code Ann. § 11-2A-103(1)(p).

1078. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Ga. Code Ann. §§ 11-2-105(1) and 11-2A-103(1)(h).

1079. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1080. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1081. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit

oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1082. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1083. Any opportunity to cure the express breach is unnecessary and futile.

1084. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Ga. Code Ann. §§ 11-2-314 and 11-2A-212)**

1085. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1086. Plaintiffs, to be named at a later date, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1087. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Ga. Code Ann. §§ 11-2-104(1) and 11-2A-103(3), and "sellers" of motor vehicles under § 11-2-103(1)(d).

1088. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Ga. Code Ann. § 11-2A-103(1)(p).

1089. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Ga. Code Ann. §§ 11-2-105(1) and 11-2A-103(1)(h).

1090. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Ga. Code Ann. §§ 11-2-314 and 11-2A-212.

1091. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1092. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

12. Hawaii

**BREACH OF EXPRESS WARRANTY (Haw.
Rev. Stat. §§ 490:2-313 and 490:2A-210)**

1093. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1094. Plaintiffs, to be named at a later date, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

1095. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Haw. Rev. Stat. §§ 490:2-104(1) and 490:2A-103(b), and “sellers” of motor vehicles under § 490:2-103(1)(d).

1096. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor

vehicles under Haw. Rev. Stat. § 490:2A-103(a)(16).

1097. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Haw. Rev. Stat. §§ 490:2-105(1) and 490:2A-103(a)(8).

1098. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1099. Fiat and FCA provided these warranties to the Plaintiffs. These warranties formed the basis of the bargain that was reached when the Plaintiffs purchased or leased their Subject Vehicles.

1100. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to the Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1101. The Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not

perform as warranted. Unbeknownst to the Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to the Plaintiffs.

1102. Any opportunity to cure the express breach is unnecessary and futile.

1103. As a direct and proximate result of Fiat's and FCA's breach of express warranties, the Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(Haw. Rev. Stat. §§ 490:2-314 and 490:2A-212)

1104. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1105. Plaintiffs, to be named at a later date, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1106. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Haw. Rev. Stat. §§ 490:2-104(1) and 490:2A-103(b), and "sellers" of motor vehicles under § 490:2-103(1)(d).

1107. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Haw. Rev. Stat. § 490:2A-103(a)(16).

1108. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Haw. Rev. Stat. §§ 490:2-105(1) and 490:2A-103(a)(8).

1109. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Haw. Rev. Stat. §§ 490:2-

314 and 490:2A-212.

1110. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1111. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

13. Idaho

**BREACH OF EXPRESS WARRANTY
(Idaho Code §§ 28-2-313 and 28-12-210)**

1112. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1113. Plaintiffs, James & Linda Watkins, Larry Maxa, Neil Durrant, Tommy H. Brown, Kilo & Natalie Varble, Alex Lopes, Alvin McCoy, Michael Shaak & Susie Patterson, Kris A. Shepherd, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1114. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under Idaho Code §§ 28-2-104(1) and 28-12-103(3), and "sellers" of motor vehicles under § 28-2-103(1)(d).

1115. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under Idaho Code § 28-12-103(1)(p).

1116. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Idaho Code §§ 28-2-105(1) and 28-12-103(1)(h)).

1117. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1118. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1119. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1120. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at

higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1121. Any opportunity to cure the express breach is unnecessary and futile.

1122. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Idaho Code §§ 28-2-314 and 28-12-212)**

1123. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1124. Plaintiffs, James & Linda Watkins, Larry Maxa, Neil Durrant, Tommy H. Brown, Kilo & Natalie Varble, Alex Lopes, Alvin McCoy, Michael Shaak & Susie Patterson, Kris A. Shepherd, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1125. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles Idaho Code §§ 28-2-104(1) and 28-12-103(3), and "sellers" of motor vehicles under § 28-2-103(1)(d).

1126. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Idaho Code § 28-12-103(1)(p).

1127. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Idaho Code §§ 28-2-105(1) and 28-12-103(1)(h).

1128. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant Idaho Code §§ 28-2-314 and

28-12-212.

1129. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1130. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

14. Illinois

**BREACH OF EXPRESS WARRANTY (810
Ill. Comp. Stat. §§ 5/2-313 and 5/2A-210)**

1131. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1132. Plaintiffs, Bruce Carr, Casey Sauerhage, Dariusz Kulon, Donald & Brenda Keith, Edward Dampf, Gerry Tassell, Joe Laverdiere, Larry Sosamon, Michael Thomas, Randall Peterson, Russell and Josella Tabaka, Charles Piazza, Jim Heiser, Joseh Francis, Matt Buck, James Hadley, Donald Long, Jack Pudzis, Tom Carlin, Michael Batdroff, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1133. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under 810 Ill. Comp. Stat. §§ 5/2-104(1) and 5/2A-103(3), and "sellers" of motor vehicles under § 5/2-103(1)(d).

1134. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under 810 Ill. Comp. Stat. § 5/2A-103(1)(p).

1135. The Subject Vehicles are and were at all relevant times “goods” within the meaning of 810 Ill. Comp. Stat. §§ 5/2-105(1) and 5/2A-103(1)(h).

1136. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1137. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

1138. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiff were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1139. Plaintiff reasonably relied on Fiat’s and FCA’s express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiff, the Subject Vehicles were designed to pollute at

higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiff.

1140. Any opportunity to cure the express breach is unnecessary and futile.

1141. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(810 Ill. Comp. Stat. §§ 5/2-314 and 5/2A-212)

1142. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1143. Plaintiffs, Bruce Carr, Casey Sauerhage, Dariusz Kulon, Donald & Brenda Keith, Edward Dampf, Gerry Tassell, Joe Laverdiere, Larry Sosamon, Michael Thomas, Randall Peterson, Russell and Josella Tabaka, Charles Piazza, Jim Heiser, Joseh Francis, Matt Buck, James Hadley, Donald Long, Jack Pudzis, Tom Carlin, Michael Batdroff, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1144. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under 810 Ill. Comp. Stat. §§ 5/2-104(1) and 5/2A-103(3), and "sellers" of motor vehicles under § 5/2-103(1)(d).

1145. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under 810 Ill. Comp. Stat. § 5/2A-103(1)(p).

1146. The Subject Vehicles are and were at all relevant times "goods" within the meaning 810 Ill. Comp. Stat. §§ 5/2-105(1) and 5/2A-103(1)(h)).

1147. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant 810 Ill. Comp. Stat. §§ 28-2-314 and 28-12-212.

1148. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1149. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiff. The amount of damages due will be proven at trial.

15. Indiana

**BREACH OF EXPRESS WARRANTY
(Ind. Code §§ 26-1-2-313 and 26-1-2.1-210)**

1150. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1151. Plaintiffs, to be named at a later date, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1152. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under Ind. Code §§ 26-1-2-104(1) and 26-1-2.1-103(3), and "sellers" of motor vehicles under § 26-1-2-103(1)(d).

1153. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under Ind. Code § 26-1-2.1-103(1)(p).

1154. The Subject Vehicles are and were at all relevant times "goods" within the meaning of

Ind. Code §§ 26-1-2-105(1) and 26-1-2.1-103(1)(h).

1155. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1156. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

1157. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiff were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1158. Plaintiff reasonably relied on Fiat’s and FCA’s express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiff, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and

efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiff.

1159. Any opportunity to cure the express breach is unnecessary and futile.

1160. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Ind. Code §§ 26-1-2-314 and 26-1-2.1-212)

1161. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1162. Plaintiffs, to be named at a later date, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1163. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Ind. Code §§ 26-1-2-104(1) and 26-1-2.1-103(3), and "sellers" of motor vehicles under 5 § 26-1-2-03(1)(d).

1164. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Ind. Code § 26-1-2.1-103(1)(p).

1165. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Ind. Code §§ 26-1-2-105(1) and 26-1-2.1-103(1)(h).

1166. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Ind. Code §§ 26-1-2- 314 and 26-1-2.1-212.

1167. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable

condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1168. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiff. The amount of damages due will be proven at trial.

16. Iowa

**BREACH OF EXPRESS
WARRANTY (Iowa Code §§ 554.2313
and 554.13210)**

1169. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1170. Plaintiffs, Huegerich Farms, James Steer, Jr., James Lines, Terri Turnbull, Chad Carter, Timothy Shanks, Richard Rausch, Gabriel M. Haugland, Gabriel & Audrey McConnell, Sean Perryman, Kent Gibbons, Donald Raymond Dixon, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1171. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under Iowa Code §§ 554.2104(1) and 554.13103(3), and "sellers" of motor vehicles under § 554.2103(1)(d).

1172. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under Iowa Code § 554.13103(1)(p).

1173. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Iowa Code §§ 554.2105(1) and 554.13103(1)(h).

1174. Federal law requires manufacturers of light-duty vehicles to provide two federal

emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Iowa Code §§ 554.2314 and 554.13212)

1175. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1176. Plaintiffs, Huegerich Farms, James Steer, Jr., James Lines, Terri Turnbull, Chad Carter, Timothy Shanks, Richard Rausch, Gabriel M. Haugland, Gabriel & Audrey McConnell, Sean Perryman, Kent Gibbons, Donald Raymond Dixon, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

1177. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under Iowa Code §§ 554.2104(1) and 554.13103(3), and “sellers” of motor vehicles under § 554.2103(1)(d).

1178. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under Iowa Code § 554.13103(1)(p).

1179. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Iowa Code §§ 554.2105(1) and 554.13103(1)(h).

1180. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Iowa Code 7 §§ 554.2314 and 554.13212.

1181. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1182. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to Plaintiff. The amount of damages due will be proven at trial.

17. Kansas

**BREACH OF EXPRESS WARRANTY
(Kan. Stat. Ann. §§ 84-2-314 and 84-2A-210)**

1183. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1184. Plaintiffs, Brian & Meredith Quimby, Brian Barker, Bruce Bolen, Eric Becker, Greg Long, Raymond L. White, Robert Morris, Roger Hinton, K.C. Moore, Wendell Espeland, John T. Nickel, Roger Hinton, Michael & Deborah Eilert, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

1185. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Kan. Stat. Ann. §§ 84-2-104(1) and 84-2A-103(3), and “sellers” of motor vehicles

under § 84-2-103(1)(d).

1186. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Kan. Stat. Ann. § 84-2A-103(1)(p).

1187. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Kan. Stat. Ann. §§ 84-2-105(1) and 84-2A-103(1)(h).

1188. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1189. Fiat and FCA provided these warranties to the Plaintiffs. These warranties formed the basis of the bargain that was reached when the Plaintiffs purchased or leased their Subject Vehicles.

1190. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to the Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1191. The Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to the Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to the Plaintiffs.

1192. Any opportunity to cure the express breach is unnecessary and futile.

1193. As a direct and proximate result of Fiat's and FCA's breach of express warranties, the Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

1194. Fiat and FCA provided these warranties to the Plaintiffs. These warranties formed the basis of the bargain that was reached when the Plaintiffs purchased or leased their Subject Vehicles.

1195. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to the Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1196. The Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to the Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing

defects that were never disclosed to the Plaintiffs.

1197. Any opportunity to cure the express breach is unnecessary and futile.

1198. As a direct and proximate result of Fiat's and FCA's breach of express warranties, the Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Kan. Stat. Ann. §§ 84-2-314 and 84-2A-212)

1199. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1200. Plaintiffs, Brian & Meredith Quimby, Brian Barker, Bruce Bolen, Eric Becker, Greg Long, Raymond L. White, Robert Morris, Roger Hinton, K.C. Moore, Wendell Espeland, John T. Nickel, Roger Hinton, Michael & Deborah Eilert, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1201. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Kan. Stat. Ann. §§ 84-2-104(1) and 84-2A-103(3), and "sellers" of motor vehicles under § 84-2-03(1)(d).

1202. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Kan. Stat. Ann. § 84-2A-103(1)(p).

1203. The Subject Vehicles are and were at all relevant times "goods" within the meaning 8 of Kan. Stat. Ann. §§ 84-2-105(1) and 84-2A-103(1)(h).

1204. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Kan. Stat. Ann. §§ 84-2-314 and 84-2A-212.

1205. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable

condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1206. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

18. Kentucky

**BREACH OF EXPRESS WARRANTY (KY.
REV. STAT. §§ 335.2-313 and 355.2A-210)**

1207. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1208. Plaintiffs, David A. Green, Gary Huffman, Justin Mays, Richard Smith, Daniel & Traci Ramsey, Greg Shea, Tony S. Conley, Heather & Lewis Cleaver, Jerry Martin, Lucky Easley, Brett Wayne, David K. Schoengart, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1209. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under Ky. Rev. Stat. §§ 355.2-104(1) and 355.2A-103(3), and "sellers" of motor vehicles under § 355.2-103(1)(d).

1210. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under Ky. Rev. Stat. § 355.2A-103(1)(p).

1211. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Ky. Rev. Stat. §§ 355.2-105(1) and 355.2A-103(1)(h).

1212. Federal law requires manufacturers of light-duty vehicles to provide two federal

emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1213. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

1214. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiff were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1215. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiff, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing

defects that were never disclosed to Plaintiff.

1216. Any opportunity to cure the express breach is unnecessary and futile.

1217. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(KY. REV. STAT. §§ 335.2-314 and 355.2A-212)**

1218. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1219. Plaintiffs, David A. Green, Gary Huffman, Justin Mays, Richard Smith, Daniel & Traci Ramsey, Greg Shea, Tony S. Conley, Heather & Lewis Cleaver, Jerry Martin, Lucky Easley, Brett Wayne, David K. Schoengart, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1220. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Ky. Rev. Stat. §§ 355.2-104(1) and 355.2A-103(3), and "sellers" of motor vehicles under § 355.2-103(1)(d).

1221. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Ky. Rev. Stat. § 355.2A-103(1)(p).

1222. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Ky. Rev. Stat. §§ 355.2-105(1) and 355.2A-103(1)(h).

1223. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Ky. Rev. Stat. §§ 335.2-314 and 355.2A-212.

1224. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable

condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1225. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiff. The amount of damages due will be proven at trial.

19. Louisiana

**BREACH OF IMPLIED WARRANTY OF
MERCHANTABILITY/ WARRANTY AGAINST
REDHIBITORY DEFECTS
(La. Civ. Code Art. 2520, 2524)**

1226. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1227. Plaintiffs, Erica L. Jeansonne, Jason Fitzgerald, Kenneth Nunez, Lance Popwell, Lennard Loupe, Luke David, Tim Byrd, Todd Barrios, Brandon Alexander LeBrun, Janie Pooler, George S. Leblanc, John Meech, Benjamin D. Crifasi, Jr., Elizabeth & Bryce Godwin, Emile J. LaPointe, Myron & Linda Billiot, Randy Tomlinson, Steven James Rust, Jeff Mely, Beaux Martin, Joe R. Jones, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1228. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles.

1229. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law in the instant transactions.

1230. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject

Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1231. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

20. Maine

**BREACH OF EXPRESS WARRANTY (ME.
REV. STAT. TIT. 11 §§ 2-313 and 2-1210)**

1232. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1233. Plaintiffs, to be named at a later date, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1234. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under Me. Rev. Stat. Ann. Tit. 11 §§ 2-104(1), and 2-1103(3), and is a "seller" of motor vehicles under § 2-103(1)(d).

1235. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under Me. Rev. Stat. Ann. Tit. 11 § 2-1103(1)(p).

1236. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Me. Rev. Stat. Ann. Tit. 11 §§ 2-105(1), and 2-1103(1)(h).

1237. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a "Performance Warranty" and a "Design and Defect Warranty." The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major

emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1238. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

1239. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1240. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs and the Maine State Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiff.

1241. Any opportunity to cure the express breach is unnecessary and futile.

1242. As a direct and proximate result of Fiat's and FCA's breach of express warranties,

Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(ME. REV. STAT. TIT. 11 §§ 2-314 and 2-1212)**

1243. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1244. Plaintiffs, to be named at a later date, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

1245. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under Me. Rev. Stat. Ann. Tit. 11 §§ 2-104(1), and 2-1103(3), and is a “seller” of motor vehicles under § 2-103(1)(d).

1246. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under Me. Rev. Stat. Ann. Tit. 11 § 2-1103(1)(p).

1247. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Me. Rev. Stat. Ann. Tit. 11 §§ 2-105(1), and 2-1103(1)(h).

1248. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Me. Rev. Stat. Ann. Tit. 11 §§ 2-314, and 2-1212.

1249. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1250. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage

to Plaintiff. The amount of damages due will be proven at trial.

21. Maryland

**BREACH OF EXPRESS WARRANTY
(Md. Code, Com. Law §§ 2-313 and 2a-210)**

1251. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1252. Plaintiffs, Stephen Joseph Podolak, Dan McMahon, Michael Shane Williams, Andrew Davis, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

1253. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Md. Code Com. Law § 2-104(1) and “sellers” of motor vehicles under § 2-103(1)(d).

1254. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Md. Code Com. Law § 2A-103(1)(p).

1255. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Md. Code Com. Law §§ 2-105(1) and 2a-103(1)(h).

1256. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts

which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1257. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1258. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1259. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1260. Any opportunity to cure the express breach is unnecessary and futile.

1261. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Md. Code Com. Law §§ 2-314 and 2A-212)

1262. Plaintiffs reallege and incorporate by reference all allegations of the preceding

paragraphs as though fully set forth herein.

1263. Plaintiffs, Stephen Joseph Podolak, Dan McMahon, Michael Shane Williams, Andrew Davis, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

1264. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under Md. Code Com. Law § 2-104(1) and “sellers” of motor vehicles under § 2-103(1)(d).

1265. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under Md. Code Com. Law § 2A-103(1)(p).

1266. The Subject Vehicles are and were at all relevant times “goods” within the meaning 25 of Md. Code Com. Law §§ 2-105(1) and 2a-103(1)(h).

1267. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Md. Code Com. Law §§ 2-314 and 2a-212.

1268. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1269. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

22. Massachusetts

BREACH OF EXPRESS WARRANTY (Mass. Gen. Laws Ch. 106 §§ 2-313 and 2A-210)

1270. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1271. Plaintiffs, to be named at a later date, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

1272. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Mass Gen. Laws ch. 106 § 2-104(1) and is a “seller” of motor vehicles under § 2-103(1) (d).

1273. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Mass Gen. Laws ch. 106 § 2A-103(1)(p).

1274. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Mass. Gen. Laws ch. 106 §§ 2-105(1) and 2A-103(1)(h).

1275. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1276. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the basis

of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

1277. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1278. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1279. Any opportunity to cure the express breach is unnecessary and futile.

1280. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Mass. Gen. Laws Ch. 106 §§ 2-314 and 2A-212)

1281. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1282. Plaintiffs, to be named at a later date, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1283. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles

under Mass Gen. Laws ch. 106 § 2-104(1) and is a “seller” of motor vehicles under § 2-103(1) (d).

1284. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under Mass Gen. Laws ch. 106 § 2A-103(1)(p).

1285. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Mass. Gen. Laws ch. 106 §§ 2-105(1) and 2A-103(1)(h).

1286. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Mass. Gen. Laws ch. 106 §§ 2-314 and 2A-212.

1287. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1288. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to the Plaintiff. The amount of damages due will be proven at trial.

23. Michigan

**BREACH OF EXPRESS WARRANTY
(Mich. Comp. Laws §§ 440.2313 and 440.2860)**

1289. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1290. Plaintiffs, Andy Twork, Bruce Hassevoort, Bryan Thompson, Camelo Guzman, Danny W. Harris, III., Joseph McCrumb, Joshua Turner, Scott Franzel, Robert Yakimchick, Christopher & Jacob Brown, Thomas Goodyke & Julie Bowers, Paul Webster Messner, Jr., Alan

Sjoberg, Richard Watters, William Coleman, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

1291. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Mich. Comp. Laws § 440.2104(1) and “sellers” of motor vehicles under § 440.2103(1)(c).

1292. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Mich. Comp. Laws § 440.2803(1)(p).

1293. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Mich. Comp. Laws §§ 440.2105(1) and 440.2803(1)(h).

1294. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1295. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

1296. However, Fiat and FCA knew or should have known that the warranties were false

and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1297. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiff, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1298. Any opportunity to cure the express breach is unnecessary and futile.

1299. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Mich. Comp. Laws §§ 440.2314 and 440.2860)

1300. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1301. Plaintiffs, Andy Twork, Bruce Hassevoort, Bryan Thompson, Camelo Guzman, Danny W. Harris, III., Joseph McCrumb, Joshua Turner, Scott Franzel, Robert Yakimchick, Christopher & Jacob Brown, Thomas Goodyke & Julie Bowers, Paul Webster Messner, Jr., Alan Sjoberg, Richard Watters, William Coleman, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1302. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under Mich. Comp. Laws § 440.2104(1) and “sellers” of motor vehicles under § 440.2103(1)(c).

1303. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under Mich. Comp. Laws § 440.2803(1)(p).

1304. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Mich. Comp. Laws §§ 440.2105(1) and 440.2803(1)(h).

1305. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Mich. Comp. Laws §§ 440.2314 and 440.2862.

1306. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1307. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to the Plaintiff. The amount of damages due will be proven at trial.

24. Minnesota

**BREACH OF EXPRESS WARRANTY
(Minn. Stat. §§ 336.2-313 and 336.2A-210)**

1308. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1309. Plaintiffs, Steven Leonard and all others to be named at a later date, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

1310. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Minn. Stat. § 336.2-104(1) and “sellers” of motor vehicles under § 336.2- 103(1)(d).

1311. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Minn. Stat. § 336.2A-103(1)(p).

1312. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Minn. Stat. § 336.2-105(1) and 336.2A-103(1)(h).

1313. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1314. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1315. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew

that the emission systems contained defects.

1316. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1317. Any opportunity to cure the express breach is unnecessary and futile.

1318. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Minn. Stat. §§ 336.2-314 and 336.2A-212)

1319. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1320. Plaintiffs, Steven Leonard and all others to be named at a later date, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1321. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Minn. Stat. § 336.2-104(1) and "sellers" of motor vehicles under § 336.2-103(1)(d).

1322. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Minn. Stat. § 336.2A-103(1)(p).

1323. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Minn. Stat. §§ 336.2-105(1) and 336.2A-103(1)(h).

1324. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Minn. Stat. §§ 336.2- 314 and 336.2A-212.

1325. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1326. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiff. The amount of damages due will be proven at trial.

25. Mississippi

**BREACH OF EXPRESS WARRANTY
(Miss. Code §§ 75-2-313 and 75-2A-210)**

1327. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1328. Plaintiffs, Jimmy Yeager, Scott Langley, Curtis & Debbie McDaniel, Tammy Frazier, Bobby Wallace, Clifton Bailey, Roger T. Ingram, Christopher Bond, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1329. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under Miss. Code § 75-2-104(1) and "sellers" of motor vehicles under § 75-2-103(1)(d).

1330. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under Miss. Code § 75-2A-103(1)(p).

1331. The Subject Vehicles are and were at all relevant times "goods" within the meaning of

Miss. Code §§ 75-2-105(1) and 75-2A-103(1)(h).

1332. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1333. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

1334. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1335. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and

efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1336. Any opportunity to cure the express breach is unnecessary and futile.

1337. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Miss. Code §§ 75-2-314 and 75-2A-212)

1338. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1339. Plaintiffs, Jimmy Yeager, Scott Langley, Curtis & Debbie McDaniel, Tammy Frazier, Bobby Wallace, Clifton Bailey, Roger T. Ingram, Christopher Bond, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1340. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Miss. Code § 75-2-104(1) and "sellers" of motor vehicles under § 75-2-103(1)(d).

1341. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Miss. Code § 75-2A-103(1)(p).

1342. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Miss. Code §§ 75-2-105(1) and 75-2A-103(1)(h).

1343. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Miss. Code §§ 75-2-314 and 75-2A-212.

1344. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable

condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1345. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to Plaintiff. The amount of damages due will be proven at trial.

26. Missouri

**BREACH OF EXPRESS WARRANTY
(Mo. Stat. §§ 400.2-313 and 400.2A-210)**

1346. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1347. Plaintiffs, David Sexton, Eric Busch, James Newell, Jeffrey Bax, Michael Janssen, Michael Stuart, Robert Graaf, Sara Batchelor, Tim Ciampoli, Brooks H. Moore, Berrick Jack, Larry Brown, Todd Bierk, Jeff & Terri Robinson, Jason VanLoo, Jeffrey Weislocher, Sean Condry, Mark Warren, Ken Hauck, Mark Kinder, Dawn & James McDonald, Joshua Wilson, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1348. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under Mo. Stat. § 400.2-104(1) and "sellers" of motor vehicles under § 400.2-103(1)(d).

1349. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under Mo. Stat. § 400.2A-103(1)(p).

1350. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Mo. Stat. § 400.2-105(1) and Mo. Stat. § 400.2A-103(1)(h).5.

1351. Federal law requires manufacturers of light-duty vehicles to provide two federal

emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1352. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1353. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiff were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1354. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing

defects that were never disclosed to Plaintiffs.

1355. Any opportunity to cure the express breach is unnecessary and futile.

1356. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Mo. Stat. §§ 400.2-314 and 400.2A-212)

1357. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1358. Plaintiffs, David Sexton, Eric Busch, James Newell, Jeffrey Bax, Michael Janssen, Michael Stuart, Robert Graaf, Sara Batchelor, Tim Ciampoli, Brooks H. Moore, Berrick Jack, Larry Brown, Todd Bierk, Jeff & Terri Robinson, Jason VanLoo, Jeffrey Weislocher, Sean Condry, Mark Warren, Ken Hauck, Mark Kinder, Dawn & James McDonald, Joshua Wilson, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1359. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Mo. Stat. § 400.2-104(1) and "sellers" of motor vehicles under § 400.2-103(1)(d).

1360. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Mo. Stat. § 400.2A-103(1)(p).

1361. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Mo. Stat. § 400.2-105(1) and Mo. Stat. § 400.2A-103(1)(h).5.

1362. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Mo. Stat. § 400.2-314 and Mo. Stat. § 400.2A-212.

1363. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable

condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1364. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to Plaintiff. The amount of damages due will be proven at trial.

27. Montana

**BREACH OF EXPRESS WARRANTY
(Mont. Code §§ 30-2-313 and 30-2A-210)**

1365. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1366. Plaintiffs, Debra Severson, Derrick Sullivan, James Chapman, Jim Zinda, Peter Vigue, Brent Burton, Laurence Carroll, Levent Altunova, Jared Watson & Kim Tadd, Debra Ann Guderjahn, Pat Breitbach, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1367. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under Mont. Code § 30-2-104(1) and "sellers" of motor vehicles under § 30-2-103(1)(d).

1368. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under Mont. Code § 30-2A-103(1)(p).

1369. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Mont. Code §§ 30-2-105(1) and 30-2A-103(1)(h).5.

1370. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a "Performance Warranty" and a "Design and Defect Warranty." The

Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1371. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

1372. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiff were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1373. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs and the Montana State Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1374. Any opportunity to cure the express breach is unnecessary and futile.

1375. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Mont. Code §§ 30-2-314 and 30-2A-212)**

1376. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1377. Plaintiffs, Debra Severson, Derrick Sullivan, James Chapman, Jim Zinda, Peter Vigue, Brent Burton, Laurence Carroll, Levent Altunova, Jared Watson & Kim Tadd, Debra Ann Guderjahn, Pat Breitbach, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1378. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Mont. Code § 30-2-104(1) and "sellers" of motor vehicles under § 30-2-103(1)(d).

1379. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Mont. Code § 30-2A-103(1)(p).

1380. The Subject Vehicles are and were at all relevant times "goods" within the meaning 2 of Mont. Code §§ 30-2-105(1) and 30-2A-103(1)(h).5.

1381. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Mont. Code §§ 30-2- 314 and 30-2A-212.

1382. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The

Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1383. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to Plaintiff. The amount of damages due will be proven at trial.

28. Nebraska

**BREACH OF EXPRESS WARRANTY
(Neb. Rev. St. U.C.C. §§ 2-313 and 2A-210)**

1384. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1385. Plaintiffs, Brenda Dokmonovich, Brittney & Chad Olsen, Dustin Grate, John Donohoe, Eric Vera, Gordon Shrader, Dean Beck, Leslie Swartz, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1386. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under Neb. Rev. St. U.C.C. § 2-104(1) and "sellers" of motor vehicles under § 2-103(1)(d).

1387. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under Neb. Rev. St. U.C.C. § 2A-103(1)(p).

1388. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Neb. Rev. St. U.C.C. §§ 2-105(1) and 2A-103(1)(h).

1389. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a "Performance Warranty" and a "Design and Defect Warranty." The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes

first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1390. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1391. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1392. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1393. Any opportunity to cure the express breach is unnecessary and futile.

1394. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Neb. Rev. St. U.C.C. §§ 2-314 and 2A-212)

1395. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1396. Plaintiffs, Brenda Dokmonovich, Brittney & Chad Olsen, Dustin Grate, John Donohoe, Eric Vera, Gordon Shrader, Dean Beck, Leslie Swartz, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

1397. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under Neb. Rev. St. U.C.C. § 2-104(1) and “sellers” of motor vehicles under § 2-103(1)(d).

1398. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under Neb. Rev. St. U.C.C. § 2A-103(1)(p).

1399. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Neb. Rev. St. U.C.C. §§ 2-105(1) and 2A-103(1)(h).

1400. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Neb. Rev. St. 20U.C.C. §§ 2-314 and 2A-212.

1401. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1402. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to Plaintiffs. The amount of damages due will be proven at trial.

29. Nevada

**BREACH OF EXPRESS WARRANTY
(Nev. Rev. Stat. §§ 104.2313 and 104A.2210)**

1403. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1404. Plaintiffs, Mike Kolsch, Miklos Toth, Randal & Virginia Smith, Randall Long, Brian Delaney, Harold Joseph Piele, Robert Peck, Robert J. Phillips, Rick Bunch, Robert Wasilchuk, Arturo Torres, Clinton Moxey, Scott Banks, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

1405. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Nev. Rev. Stat. § 104.2104(1) and “sellers” of motor vehicles under § 04.2103(1)(c).

1406. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Nev. Rev. Stat. § 104A.2103(1)(p).

1407. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Nev. Rev. Stat. §§ 104.2105(1) and 104A.2103(1)(h).

1408. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts

which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1409. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

1410. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiff were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1411. Plaintiff reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiff, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiff.

1412. Any opportunity to cure the express breach is unnecessary and futile.

1413. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Nev. Rev. Stat. §§ 104.2314 and 104A.2212)

1414. Plaintiffs reallege and incorporate by reference all allegations of the preceding

paragraphs as though fully set forth herein.

1415. Plaintiffs, Mike Kolsch, Miklos Toth, Randal & Virginia Smith, Randall Long, Brian Delaney, Harold Joseph Piele, Robert Peck, Robert J. Phillips, Rick Bunch, Robert Wasilchuk, Arturo Torres, Clinton Moxey, Scott Banks, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

1416. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under Nev. Rev. Stat. § 104.2104(1) and “sellers” of motor vehicles under § 104.2103(1)(c).

1417. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under Nev. Rev. Stat. § 104A.2103(1)(p).

1418. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Nev. Rev. Stat. §§ 104.2105(1) and 104A.2103(1)(h).

1419. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Nev. Rev. Stat. §§ 104.2314 and 104A.2212.

1420. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1421. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to the Plaintiff. The amount of damages due will be proven at trial.

30. New Hampshire

**BREACH OF EXPRESS WARRANTY
(N.H. Rev. Stat. §§ 382-A:2-313 and 2A-210)**

1422. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1423. Plaintiffs, Edward Carrier, Mike Doherty, Jason Sullivan, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

1424. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under N.H. Rev. Stat. § 382-A:2-104(1) and “sellers” of motor vehicles under § 382-A:2-103(1)(d).

1425. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under N.H. Rev. Stat. § 382-A:2A-103(1)(p).

1426. The Subject Vehicles are and were at all relevant times “goods” within the meaning of N.H. Rev. Stat. §§ 382-A:2-105(1) and 382-A:2A-103(1)(h).

1427. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This

warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1428. Fiat and FCA provided these warranties to the Plaintiffs. These warranties formed the basis of the bargain that was reached when the Plaintiffs purchased or leased their Subject Vehicles.

1429. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to the Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1430. The Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to the Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to the Plaintiffs.

1431. Any opportunity to cure the express breach is unnecessary and futile.

1432. As a direct and proximate result of Fiat's and FCA's breach of express warranties, the Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(N.H. Rev. Stat. §§ 382-A:2-314 and 2A-212)

1433. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1434. Plaintiffs, Edward Carrier, Mike Doherty, Jason Sullivan, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

1435. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under N.H. Rev. Stat. §§ 382-A:2-104(1) and “sellers” of motor vehicles under §§ 382-A:2-103(1)(d).

1436. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under §§ 382-A:2-103(1)(p).

1437. The Subject Vehicles are and were at all relevant times “goods” within the meaning of §§ 382-A:2-105(1) and §§ 382-A:2-103(1)(h).

1438. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to §§ 382-A:2-314 and §§ 382-A:2A-212.

1439. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standard.

1440. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

31. **New Jersey**

**BREACH OF EXPRESS WARRANTY
(N.J. Stat. Ann. § 12A:2-313 and 2A-210)**

1441. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1442. Plaintiffs, David Scales, Joyce Ciccone, Charles Lauziere, Michael Carrano, Bastoam

Schroeder, Stephanie Cromley, Kevin Ruehle, Roland Marsh, Zachary M. Marsico, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

1443. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under N.J. Stat. Ann. § 12A:2-104(1) and “sellers” of motor vehicles under 2-103(1)(d).

1444. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under N.J. Stat. Ann. § 12A:2A-103(1)(p).

1445. The Subject Vehicles are and were at all relevant times “goods” within the meaning of N.J. Stat. Ann. §§ 12A:2-105(1) and 2A-103(1)(h).

1446. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1447. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1448. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold

and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1449. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1450. Any opportunity to cure the express breach is unnecessary and futile.

1451. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(N.J. Stat. Ann. § 12A:2-314 and 2A-212)**

1452. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1453. Plaintiffs, David Scales, Joyce Ciccone, Charles Lauziere, Michael Carrano, Bastoam Schroeder, Stephanie Cromley, Kevin Ruehle, Roland Marsh, Zachary M. Marsico, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1454. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under N.J. Stat. Ann. § 12A:2-104(1) and "sellers" of motor vehicles under 2-103(1)(d).

1455. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of

motor vehicles under N.J. Stat. Ann. § 12A:2A-103(1)(p).

1456. The Subject Vehicles are and were at all relevant times “goods” within the meaning of N.J. Stat. Ann. §§ 12A:2-105(1) and 2A-103(1)(h).

1457. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to N.J. Stat. Ann. §§ 12A:2-314 and 2A-212.

1458. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1459. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

32. New Mexico

**BREACH OF EXPRESS
WARRANTY (N.M. Stat. §§ 55-2-313
and 55-2A-210)**

1460. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1461. Plaintiffs, Louie Romero and Jacob Herron (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

1462. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under N.M. Stat. § 55-2-104(1) and “sellers” of motor vehicles under § 55-2-103(1)(d).

1463. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor

vehicles under N.M. Stat. § 55-2A-103(1)(p).

1464. The Subject Vehicles are and were at all relevant times “goods” within the meaning of N.M. Stat. §§ 55-2-105(1) and 55-2A-103(1)(h).

1465. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1466. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1467. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1468. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not

perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1469. Any opportunity to cure the express breach is unnecessary and futile.

1470. As a direct and proximate result of Fiat's and FCA's breach of express warranties, the Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(N.M. Stat. §§ 55-2-314 and 55-2A-212)

1471. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1472. Plaintiffs, Louie Romero and Jacob Herron, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1473. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under N.M. Stat. § 55-2-104(1) and "sellers" of motor vehicles under § 55-2-103(1)(d).

1474. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under N.M. Stat. § 55-2A-103(1)(p).

1475. The Subject Vehicles are and were at all relevant times "goods" within the meaning of N.M. Stat. §§ 55-2-105(1) and 55-2A-103(1)(h).

1476. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to N.M. Stat. §§ 55-2-314 and 55-2A-212.

1477. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1478. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to Plaintiffs. The amount of damages due will be proven at trial.

33. New York

**BREACH OF EXPRESS WARRANTY
(N.Y. U.C.C. Law §§ 2-313 and 2A-210)**

1479. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1480. Plaintiffs, Arnold Construction Co., Inc., Bert Dodge, Danny Farrell, Dennis Tubridy, Donald Moore, Erick Lore, Henry Lawson, Jay Printup, John Lazore, John McGarry, Michael Balzhiser, Mike Blizinski, Peter Ammirati, Ray Falk, Don Lange, Gregory Fenstermaker, Joe Elco, Lauren Steff, Norbert Kucharek, Timothy Rosenberg, Stephen Cimilluca, James Johnson & Michael Bolton, John A. Barone, Anthony Barbato, William J. Hoak, III, Donald Scales, Derick Gurney, Jose Mercado, Marcus Aaron Hemsley, Frank Fernandez, LaVerne Brace, Nocholas F. Baglio, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1481. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under N.Y. UCC Law § 2-104(1) and "sellers" of motor vehicles under § 2-103(1)(d).

1482. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under N.Y. UCC Law § 2A-103(1)(p).

1483. The Subject Vehicles are and were at all relevant times “goods” within the meaning of N.Y. UCC Law §§ 2-105(1) and 2A-103(1)(h).

1484. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1485. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1486. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1487. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at

higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1488. Any opportunity to cure the express breach is unnecessary and futile.

1489. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(N.Y. U.C.C. Law §§ 2-314 and 2A-212)**

1490. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1491. Plaintiffs, Arnold Construction Co., Inc., Bert Dodge, Danny Farrell, Dennis Tubridy, Donald Moore, Erick Lore, Henry Lawson, Jay Printup, John Lazore, John McGarry, Michael Balzhiser, Mike Blizinski, Peter Ammirati, Ray Falk, Don Lange, Gregory Fenstermaker, Joe Elco, Lauren Steff, Norbert Kucharek, Timothy Rosenberg, Stephen Cimilluca, James Johnson & Michael Bolton, John A. Barone, Anthony Barbato, William J. Hoak, III, Donald Scales, Derick Gurney, Jose Mercado, Marcus Aaron Hemsley, Frank Fernandez, LaVerne Brace, Nicholas F. Baglio, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1492. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under N.Y. UCC Law § 2-104(1) and "sellers" of motor vehicles under § 2-103(1)(d).

1493. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under N.Y. UCC Law § 2A-103(1)(p).

1494. The Subject Vehicles are and were at all relevant times "goods" within the meaning of

N.Y. UCC Law §§ 2-105(1) and 2A-103(1)(h).

1495. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to N.Y. UCC Law §§ 2- 314 and 2A-212.

1496. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1497. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

34. North Carolina

**BREACH OF EXPRESS WARRANTY (N.C.
Gen. Stat. §§ 25-2-313 and 252A-210)**

1498. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1499. Plaintiffs, David Duncan, Donavin Auld, Jack Terry & Lee Todd, Jose Mejia, Kim Hall, William Wheeler, Andrew Thomas, Harry Potter, Steven Phillip & Pamela Fulford Krol, Ray Reynolds, Gus Demetriades, Kyle Schmitting & Kamile Kevliciute , Carl Lachance, Brian Ellis, Tyrone & April Malambri, Donald Harrell, Calvin D. Burrus, III, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1500. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under N.C. Gen. Stat. § 25-2-104(1) and "sellers" of motor vehicles under § 25-2- 103(1)(d).

1501. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under N.C. Gen. Stat. § 25-2A-103(1)(p).

1502. The Subject Vehicles are and were at all relevant times “goods” within the meaning of N.C. Gen. Stat. § 25-2-105(1) and § 25-2A-103(1)(h).5.

1503. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1504. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1505. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1506. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning

emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1507. Any opportunity to cure the express breach is unnecessary and futile.

1508. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(N.C. Gen. Stat. §§ 25-2-314 AND 252A-212)**

1509. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1510. Plaintiffs, David Duncan, Donavin Auld, Jack Terry & Lee Todd, Jose Mejia, Kim Hall, William Wheeler, Andrew Thomas, Harry Potter, Steven Phillip & Pamela Fulford Krol, Ray Reynolds, Gus Demetriades, Kyle Schmitting & Kamile Kevliciute, Carl Lachance, Brian Ellis, Tyrone & April Malambri, Donald Harrell, Calvin D. Burrus, III, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1511. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under N.C. Gen. Stat. § 25-2-104(1) and "sellers" of motor vehicles under § 25-2-103(1)(d).

1512. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under N.C. Gen. Stat. § 25-2A-103(1)(p).

1513. The Subject Vehicles are and were at all relevant times "goods" within the meaning of

N.C. Gen. Stat. § 25-2-105(1) and § 25-2A-103(1)(h).

1514. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to N.C. Gen. Stat. § 25- 2-314 and § 25-2A-212.

1515. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1516. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

35. North Dakota

**BREACH OF EXPRESS WARRANTY
(N.D. Cent. Code §§ 41-02-30 and 41-02.1-19)**

1517. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1518. Plaintiffs, Chris Samuelson, Clinton T. McKinney, Michael James Wolbert, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1519. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under N.D. Cent. Code § 41-02.04(3) and "sellers" of motor vehicles under § 41-02-03(1)(d).

1520. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under N.D. Cent. Code § 41-02.1-03(1)(p).

1521. The Subject Vehicles are and were at all relevant times "goods" within the meaning of

N.D. Cent. Code §§ 41-02-05(2) and 41-02.1-03(1)(h).

1522. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1523. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

1524. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1525. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and

efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1526. Any opportunity to cure the express breach is unnecessary and futile.

1527. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(N.D. Cent. Code §§ 41-02-31 and 41-02.1-21)**

1528. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1529. Plaintiffs, Chris Samuelson, Clinton T. McKinney, Michael James Wolbert, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1530. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under N.D. Cent. Code § 41-02.04(3) and "sellers" of motor vehicles under § 41-02-03(1)(d).

1531. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under N.D. Cent. Code § 41-02.1-03(1)(p).

1532. The Subject Vehicles are and were at all relevant times "goods" within the meaning of N.D. Cent. Code §§ 41-02-05(2) and 41-02.1-03(1)(h).

1533. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to N.D. Cent. Code §§ 41-02-31 and 41-02.1-21.

1534. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject

Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1535. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to Plaintiff. The amount of damages due will be proven at trial.

36. Ohio

BREACH OF EXPRESS WARRANTY (Ohio Rev. Code § 1302.26, *et seq.*) (U.C.C. §2-313))

1536. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1537. Plaintiffs, Bill Bilicki, Gregory Erwin, Jordan Turske, Kimberly Miller, Robert Redman, Ron Hayden & Ashley Suran, Carl Barber, Marc Hopton, Michael Morrison, Steve Young d/b/a Wrecker One, Jason Reigelsperger, Scott McCrea, Ronda Stratton, Ryan Scott, John & Shirley Hecker, Zachary Gordon, Jeffrey A. Stracensky, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1538. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under Ohio Rev. Code §§ 1302.01(5) and 1310.01(A)(20), and "sellers" of motor vehicles under § 1302.01(4).

1539. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under Ohio Rev. Code § 1310.01(A)(20).

1540. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Ohio Rev. Code §§ 1302.01(8) and 1310.01(A)(8).

1541. Federal law requires manufacturers of light-duty vehicles to provide two federal

emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1542. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

1543. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1544. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs and the Ohio State Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by

providing a product containing defects that were never disclosed to Plaintiffs.

1545. Any opportunity to cure the express breach is unnecessary and futile.

1546. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Ohio Rev. Code Ann. §§ 1302.27 and 1310.19)

1547. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1548. Plaintiffs, Bill Bilicki, Gregory Erwin, Jordan Turske, Kimberly Miller, Robert Redman, Ron Hayden & Ashley Suran, Carl Barber, Marc Hopton, Michael Morrison, Steve Young d/b/a Wrecker One, Jason Reigelsperger, Scott McCrea, Ronda Stratton, Ryan Scott, John & Shirley Hecker, Zachary Gordon, Jeffrey A. Stracensky, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1549. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Ohio Rev. Code §§ 1302.01(5) and 1310.01(A)(20), and "sellers" of motor vehicles under § 1302.01(4).

1550. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Ohio Rev. Code § 1310.01(A)(20).

1551. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Ohio Rev. Code §§ 1302.01(8) and 1310.01(A)(8).

1552. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Ohio Rev. Code §§ 1302.27 and 1310.

1553. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1554. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to Plaintiffs. The amount of damages due will be proven at trial.

37. Oklahoma

**BREACH OF EXPRESS WARRANTY
(Okla. Stat. Tit. 12A §§ 2-313 and 2A-210)**

1555. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1556. Plaintiffs, Clay Cooper, Don & Jackie Walker, Jimmy & Rene Flippen, John Lance, Randy & Angie Reed, Rex Hale, Robert Theser, Timothy P. Woodson, Wade J. Lackey, Jason Trotter, John Stork, Tony Hutchison, Angelo Huerta, Jeff Kays, Lloyd Howard, Gary & Tracy McKeever, Steve E. & Sheryl Ridenour, Matthew Litterell, Kim Watson, Allen Wallis, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1557. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under Okla. Stat. Tit. 12A §§ 2-104(1) and 2-1103(3), and "sellers" of motor vehicles under § 2A-103(1)(t).

1558. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under Okla. Stat. Tit. 12A § 2A-103(1)(p).

1559. The Subject Vehicles are and were at all relevant times "goods" within the meaning of

Okla. Stat. Tit. 12A §§ 2-105(1) and 2A-103(1)(h).

1560. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1561. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1562. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1563. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiff and the Oklahoma State Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not

achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1564. Any opportunity to cure the express breach is unnecessary and futile.

1565. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Okla. Stat. Tit. 12A §§ 2-314 and 2A-212)**

1566. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1567. Plaintiffs, Clay Cooper, Don & Jackie Walker, Jimmy & Rene Flippen, John Lance, Randy & Angie Reed, Rex Hale, Robert Theser, Timothy P. Woodson, Wade J. Lackey, Jason Trotter, John Stork, Tony Hutchison, Angelo Huerta, Jeff Kays, Lloyd Howard, Gary & Tracy McKeever, Steve E. & Sheryl Ridenour, Matthew Litterell, Kim Watson, Allen Wallis, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1568. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Okla. Stat. Tit. 12A §§ 2-104(1) and 2-1103(3), and "sellers" of motor vehicles under § 2A-103(1)(t).

1569. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Okla. Stat. Tit. 12A § 2A-103(1)(p).

1570. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Okla. Stat. Tit. 12A §§ 2-105(1) and 2A-103(1)(h).

1571. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Okla. Stat. Tit. 12A §§ 2-

314 and 2A-212.

1572. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1573. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to Plaintiffs. The amount of damages due will be proven at trial.

38. Oregon

**BREACH OF EXPRESS WARRANTY
(Or. Rev. Stat. §§ 72.3130 and 72A.2100)**

1574. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1575. Plaintiffs, David S. Wergen, Frank & Lisa Meyers, Kris Shepherd, Loren Heideman, Mark Seghetti d/b/a R&B Outdoors, Inc., Chuck McClaugherty, Daniel & Laura Zamora, Donald Wacek, Joey Lea & Mark McVane, Ben Doney, Scot Platko, Colton Warren Shannon, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1576. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under Or. Rev. Stat. §§ 72.1040(1) and 72A.1030(1)(t), and "sellers" of motor vehicles under § 72.1030(1)(d).

1577. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under Or. Rev. Stat. § 72A.1030(1)(p).

1578. The Subject Vehicles are and were at all relevant times "goods" within the meaning of

Or. Rev. Stat. §§ 72.1050(1) and 72A.1030(1)(h).

1579. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1580. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1581. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1582. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs and the Oregon State Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve

advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1583. Any opportunity to cure the express breach is unnecessary and futile.

1584. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Or. Rev. Stat. § 72.3140 and 72A.2120)**

1585. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1586. Plaintiffs, David S. Wergen, Frank & Lisa Meyers, Kris Shepherd, Loren Heideman, Mark Seghetti d/b/a R&B Outdoors, Inc., Chuck McClaugherty, Daniel & Laura Zamora, Donald Wacek, Joey Lea & Mark McVane, Ben Doney, Scot Platko, Colton Warren Shannon, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1587. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Or. Rev. Stat. §§ 72.1040(1) and 72A.1030(1)(t), and "sellers" of motor vehicles under § 72.1030(1)(d).

1588. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Or. Rev. Stat. § 72A.1030(1)(p).

1589 The Subject Vehicles are and were at all relevant times "goods" within the meaning of Or. Rev. Stat. §§ 72.1050(1) and 72A.1030(1)(h).

1590. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Or. Rev. Stat. §§ 72.3140

and 72A-2120.

1591. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1592. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

39. Pennsylvania

**BREACH OF EXPRESS WARRANTY
(13 PA. CONS. STAT. §§ 2313 and 2A210)**

1593. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1594. Plaintiffs, Terrance Piper, Jeffrey Michener, Jonathan Proctor, Ken Sharpe, Morgan Green, Scott Fick, Thomas J. & Gilbert Madonna, Amy McCarthy, Bill Plagianakos, Patti & Robert Fobia, Anthony Stockdale, Russell Grief, Sarah Miller, George Anthony, Angeline & Stephen Connaghan, Duane Gleason, Susan Burkland, Lee & Inna Halpert, Dean Kohanyi, Richardo C. Calla, Travis Ray Burwell, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1595. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under 13 Pa. Cons. Stat. §§ 2104 and 2A103(a), and "sellers" of motor vehicles under § 2103(a).

1596. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor

vehicles under 13 Pa. Cons. Stat. § 2A103(a).

1597. The Subject Vehicles are and were at all relevant times “goods” within the meaning of 13 Pa. Cons. Stat. §§ 2105(a) and 2A103(a).

1598. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1599. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1600. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1601. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not

perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1602. Any opportunity to cure the express breach is unnecessary and futile.

1603. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(13 Pa. Cons. Stat. §§ 2314 and 2A212)**

1604. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1605. Plaintiffs, Terrance Piper, Jeffrey Michener, Jonathan Proctor, Ken Sharpe, Morgan Green, Scott Fick, Thomas J. & Gilbert Madonna, Amy McCarthy, Bill Plagianakos, Patti & Robert Fobia, Anthony Stockdale, Russell Grief, Sarah Miller, George Anthony, Angeline & Stephen Connaghan, Duane Gleason, Susan Burkland, Lee & Inna Halpert, Dean Kohanyi, Ricardo C. & Michelle Calla, Travis Ray Burwell, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1606. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under 13 Pa. Cons. Stat. §§ 2104 and 2A103(a), and "sellers" of motor vehicles under § 2103(a).

1607. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under 13 Pa. Cons. Stat. § 2A103(a).

1608. The Subject Vehicles are and were at all relevant times "goods" within the meaning of

13 Pa. Cons. Stat. §§ 2105(a) and 2A103(a).

1609. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to 13 Pa. Cons. Stat. §§ 2314 and 2A212.

1610. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1611. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

40. **Rhode Island**

**BREACH OF EXPRESS WARRANTY (R.I.
Gen. Laws §§ 6A-2-313 and 6A-2.1-210)**

1612. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1613. Plaintiffs, Dennis Begin and all others to be named at a later date, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1614. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under R.I. Gen. Laws §§ 6A-2-104(1) and 6A-2.1-103(1)(t), and "sellers" of motor vehicles under § 6A-2-103(a)(4).

1615. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under R.I. Gen. Laws § 6A-2.1-103(1)(p).

1616. The Subject Vehicles are and were at all relevant times “goods” within the meaning of R.I. Gen. Laws §§ 6A-2-105(1) and 6A-2.1-103(1)(h).

1617. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1618. Fiat and FCA provided these warranties to the Plaintiffs. These warranties formed the basis of the bargain that was reached when the Plaintiffs purchased or leased their Subject Vehicles.

1619. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to the Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1620. The Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to the Plaintiffs, the Subject Vehicles were designed to pollute at

higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to the Plaintiffs.

1621. Any opportunity to cure the express breach is unnecessary and futile.

1622. As a direct and proximate result of Fiat's and FCA's breach of express warranties, the Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(R.I. Gen. Laws §§ 6A-2-314 and 6A-2.1-212)**

1623. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1624. Plaintiffs, Dennis Begin and all others to be named at a later date, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1625. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under R.I. Gen. Laws §§ 6A-2-104(1) and 6A-2.1-103(1)(t), and "sellers" of motor vehicles under § 6A-2-103(a)(4).

1626. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under R.I. Gen. Laws § 6A-2.1-103(1)(p).

1627. The Subject Vehicles are and were at all relevant times "goods" within the meaning of R.I. Gen. Laws §§ 6A-2-105(1) and 6A-2.1-103(1)(h).

1628. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to R.I. Gen. Laws §§ 6A-2-314 and 6A-2.1-212.

1629. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1630. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

41. **South Carolina**

**BREACH OF EXPRESS
WARRANTY (S.C. Code §§ 36-2-313
and 36-2A-210)**

1631. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1632. Plaintiffs, Andrew Steele, Andrew Curtis & Mimi Elizabeth Reid, Christopher Fehr, Danny Hill, James Fox, Jason Downs, Kimela Bryant, Kurtis Melin, Patrick Hair & Angelica Eller, Patrick Diggin, Matthew Deavers, Marko Seget, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1633. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under S.C. Code §§ 36-2-104(1) and 36-2A-103(1)(t), and "sellers" of motor vehicles under § 36-2-103(1)(d).

1634. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under S.C. Code § 36-2A-103(1)(p).

1635. The Subject Vehicles are and were at all relevant times "goods" within the meaning of S.C. Code §§ 36-2-105(1) and 36-2A-103(1)(h).

1636. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1637. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1638. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1639. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are

defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1640. Any opportunity to cure the express breach is unnecessary and futile.

1641. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(S.C. Code §§ 36-2-314 and 36-2A-212)**

1642. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1643. Plaintiffs, Andrew Steele, Andrew Curtis & Mimi Elizabeth Reid, Christopher Fehr, Danny Hill, James Fox, Jason Downs, Kimela Bryant, Kurtis Melin, Patrick Hair & Angelica Eller, Patrick Diggin, Matthew Deavers, Marko Seget, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1644. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under S.C. Code §§ 36-2-104(1) and 36-2A-103(1)(t), and "sellers" of motor vehicles under § 36-2-103(1)(d).

1645. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under S.C. Code § 36-2A-103(1)(p).

1646. The Subject Vehicles are and were at all relevant times "goods" within the meaning of S.C. Code §§ 36-2-105(1) and 36-2A-103(1)(h).

1647. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to S.C. Code §§ 36-2-314 and 36-2A-212.

1648. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1649. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

42. **South Dakota**

**BREACH OF EXPRESS WARRANTY
(S.D. Codified Laws §§ 57A-2-313 and 57A-2A-210)**

1650. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1651. Plaintiffs, Chad Kaltenbach, Mike Stevens, Randy Sturzenbecher, Jon Elsasser, Scot Jones, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1652. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under S.D. Codified Laws §§ 57A-104(1) and 57A-2A-103(1)(t), and "sellers" of motor vehicles under § 57A-104(1)(d).

1653. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under S.D. Codified Laws § 57A-2A-103(1)(p).

1654. The Subject Vehicles are and were at all relevant times "goods" within the meaning of S.D. Codified Laws §§ 57A-2-105(1) and 57A-2A-103(1)(h).

1655. Federal law requires manufacturers of light-duty vehicles to provide two federal

emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1656. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1657. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1658. Plaintiffs reasonably relied on Fiat’s and FCA’s express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing

defects that were never disclosed to Plaintiffs.

1659. Any opportunity to cure the express breach is unnecessary and futile.

1660. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

(S.D. Codified Laws §§ 57A-2-314 and 57A-2A-212)

1661. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1662. Plaintiffs, Chad Kaltenbach, Mike Stevens, Randy Sturzenbecher, Jon Elsasser, Scot Jones, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1663. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under S.D. Codified Laws §§ 57A-104(1) and 57A-2A-103(1)(t), and "sellers" of motor vehicles under § 57A-104(1)(d).

1664. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under S.D. Codified Laws § 57A-2A-103(1)(p).

1665. The Subject Vehicles are and were at all relevant times "goods" within the meaning of S.D. Codified Laws §§ 57A-2-105(1) and 57A-2A-103(1)(h).

1666. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to S.D. Codified Laws §§ 57A-2-314 and 57A-2A-212.

1667. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject

Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1668. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

43. **Tennessee**

**BREACH OF EXPRESS WARRANTY
(Tenn. Code §§ 47-2-313 and 47-2A-210)**

1669. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1670. Plaintiffs, Deborah & Calvin Stafford, Richard Bradley, Thomas Kosinski, Alan Wright, Nathan Dakota Hale, Blenda Bowman, Christopher Vigil, Greg Gaskins, Kent Hall, Nathan Townsend (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1671. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under Tenn. Code §§ 47-2-104(1) and 47-2A-103(1)(t), and "sellers" of motor vehicles under § 47-2-103(1)(d).

1672. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under Tenn. Code § 47-2A-103(1)(p).

1673. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Tenn. Code §§ 47-2-105(1) and 47-2A-103(1)(h).

1674. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a "Performance Warranty" and a "Design and Defect Warranty." The

Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1675. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1676. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1677. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1678. Any opportunity to cure the express breach is unnecessary and futile.

1679. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Tenn. Code §§ 47-2-314 and 47-2A-212)**

1680. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1681. Plaintiffs, Deborah & Calvin Stafford, Richard Bradley, Thomas Kosinski, Alan Wright, Nathan Dakota Hale, Blenda Bowman, Christopher Vigil, Greg Gaskins, Kent Hall, Nathan Townsend (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1682. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Tenn. Code §§ 47-2-104(1) and 47-2A-103(1)(t), and "sellers" of motor vehicles under § 47-2-103(1)(d).

1683. With respect to leases, Fiat and FCA are and were at all relevant times "lessors" of motor vehicles under Tenn. Code § 47-2A-103(1)(p).

1684. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Tenn. Code §§ 47-2-105(1) and 47-2A-103(1)(h).

1685. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Tenn. Code §§ 47-2-314 and 47-2A-212.

1686. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject

Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1687. Fiat's and FCA's breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

44. Texas

**BREACH OF EXPRESS WARRANTY (Tex.
Bus. & Com. Code §§ 2.313 and 2A.210)**

1688. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1689. Plaintiffs, to be named at a later date, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1690. Fiat and FCA are and were at all relevant times "merchants" with respect to motor vehicles under Tex. Bus. & Com. Code § 2.104(1) and 2A.103(a)(20), and "sellers" of motor vehicles under § 2.103(a)(4).

1691. With respect to leases, Fiat and FCA are and were all relevant times "lessors" of motor vehicles under Tex. Bus. & Com. Code § 2A.103(a)(16).

1692. The Subject Vehicles are and were at all relevant times "goods" within the meaning of Tex. Bus. & Com. Code §§ 2.105(a) and 2A.103(a)(8).

1693. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a "Performance Warranty" and a "Design and Defect Warranty." The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major

emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1694. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1695. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1696. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1697. Any opportunity to cure the express breach is unnecessary and futile.

1698. As a direct and proximate result of Fiat's and FCA's breach of express warranties,

Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Tex. Bus. & Com. Code §§ 2.314 and 2A.212)

1699. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1700. Plaintiffs, to be named at a later date, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

1701. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under Tex. Bus. & Com. Code § 2.104(1) and 2A.103(a)(20), and “sellers” of motor vehicles under § 2.103(a)(4).

1702. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under Tex. Bus. & Com. Code § 2A.103(a)(16).

1703. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Tex. Bus. & Com. Code §§ 2.105(a) and 2A.103(a)(8).

1704. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Tex. Bus. & Com. Code §§ 2.314 and 2A.212.

1705. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1706. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to

the Plaintiffs. The amount of damages due will be proven at trial.

45. Utah

**BREACH OF EXPRESS WARRANTY (Utah
Code Ann. §§ 70A-2-313 and 70A-2A-210)**

1707. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1708. Plaintiffs, Marie & Verl Robbins, Teaguer Terrell, Nick Butters, Howard James Garel, Robert Morris, Gary Riddle, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

1709. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Utah Code § 70A-2-104(1) and 70A-2a-103(1)(t), and “sellers” of motor vehicles under § 70A-2-103(1)(d).

1710. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Utah Code § 70A-2a-103(1)(p). 1234. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Utah Code §§ 70A-2-105(1) and 70A-2a-103(1)(h).

1711. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts

which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1712. Fiat and FCA provided these warranties to Plaintiff. These warranties formed the basis of the bargain that was reached when Plaintiff purchased or leased their Subject Vehicles.

1713. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiff were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1714. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1715. Any opportunity to cure the express breach is unnecessary and futile.

1716. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Utah Code Ann. §§ 70A-2-314 and 70A-2A-212)

1717. Plaintiffs reallege and incorporate by reference all allegations of the preceding

paragraphs as though fully set forth herein.

1718. Plaintiffs, Marie & Verl Robbins, Teaguer Terrell, Nick Butters, Howard James Garel, Robert Morris, Gary Riddle, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

1719. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under Utah Code § 70A-2-104(1) and 70A-2a-103(1)(t), and “sellers” of motor vehicles under § 70A-2-103(1)(d).

1720. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under Utah Code § 70A-2a-103(1)(p).

1721. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Utah Code §§ 70A-2-105(1) and 70A-2a-103(1)(h).

1722. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Utah Code §§ 70A-2- 314 and 70A-2a-212.

1723. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1724. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to Plaintiff. The amount of damages due will be proven at trial.

46. **Vermont**

BREACH OF EXPRESS WARRANTY (Vt. Stat. Tit. Ann. 9A, §§ 2-313 and 2A-210)

1725. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1726. Plaintiff, David Meunier and Plaintiffs to be named at a later date, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

1727. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Vt. Stat. Tit. 9A, § 2-104(1) and 2A-103(1)(t), and “sellers” of motor vehicles under § 2-103(1)(d).

1728. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Vt. Stat. Tit. 9A, § 2A-103(1)(p).

1729. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Vt. Stat. Tit. 9A, §§ 2-105(1) and 2A-103(1)(h).

1730. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This

warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1731. Fiat and FCA provided these warranties to the Plaintiffs. These warranties formed the basis of the bargain that was reached when the Plaintiffs purchased or leased their Subject Vehicles.

1732. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to the Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1733. The Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to the Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to the Plaintiffs.

1734. Any opportunity to cure the express breach is unnecessary and futile.

1735. As a direct and proximate result of Fiat's and FCA's breach of express warranties, the Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Vt. Stat. Ann. Tit. 9A, §§ 2-314 and 2A-212)

1736. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1737. Plaintiff, David Meunier and others to be named at a later date, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

1738. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under Vt. Stat. Tit. 9A, § 2-104(1) and 2A-103(1)(t), and “sellers” of motor vehicles under § 2- 103(1)(d).

1739. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under Vt. Stat. Tit. 9A, § 2A-103(1)(p).

1740. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Vt. Stat. Tit. 9A, §§ 2-105(1) and 2A-103(1)(h).

1741. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Vt. Stat. Tit. 9A, §§ 2- 314 and 2A-212.

1742. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1743. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

47. **Virginia**

**BREACH OF EXPRESS WARRANTY
(Va. Code Ann. §§ 8.2-313 and 8.2A-210)**

1744. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1745. Plaintiffs, Arturo Nieves, Carl Davis, Samantha Mountford & Darrin Illges, David Mitchell, James F. Emerson, Jr., Alan Stcy, Steven Seaberg, Michael Shergey, Bruce & Vickie Sulc, Kevin Keefer, David Irwin Antokal, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

1746. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Va. Code § 8.2-104(1) and 8.2A-103(1)(t), and “sellers” of motor vehicles under § 8.2-103(1)(d).

1747. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Va. Code § 8.2A-103(1)(p).

1748. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Va. Code §§ 8.2-105(1) and 8.2A-103(1)(h).

1749. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1750. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis

of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1751. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1752. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1753. Any opportunity to cure the express breach is unnecessary and futile.

1754. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Va. Code Ann. §§ 8.2-314 and 8.2A-212)

1755. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1756. Plaintiffs, Arturo Nieves, Carl Davis, Samantha Mountford & Darrin Illges, David Mitchell, James F. Emerson, Jr., Alan Stoyr, Steven Seaberg, Michael Shergey, Bruce & Vickie Sulc, Kevin Keefer, David Irwin Antokal, (for the purpose of this section, "Plaintiffs") bring this action on

behalf of themselves against Fiat and FCA.

1757. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under Va. Code § 8.2-104(1) and 8.2A-103(1)(t), and “sellers” of motor vehicles under § 8.2- 103(1)(d).

1758. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under Va. Code § 8.2A-103(1)(p).

1759. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Va. Code §§ 8.2-105(1) and 8.2A-103(1)(h).

1760. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Va. Code §§ 8.2-314 and 8.2A-212.

1761. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1762. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to Plaintiffs. The amount of damages due will be proven at trial.

48. Washington

**BREACH OF EXPRESS WARRANTY (Wash.
Rev. Code §§ 62A.2-313 and 62A.2A-210)**

1763. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1764. Plaintiffs, Dylan Dzuck, Gary & Lauri Rowland, Mike McCloskey, Paul Kearney,

Richard Gange, Scott Milne, Donald & Linda Lamson, Robert & Reena Carnes, Rick Nash, Sergey Oleynik, Brand Erikson, Ralph Coers, Bo-Michael M. Apele, Brad Robertson, Matthew Dean, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

1765. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Wash. Rev. Code § 62A.2-104(1) and 62A.2A-103(1)(t), and “sellers” of motor vehicles under § 2.103(a)(4).

1766. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Wash. Rev. Code § 62A.2A-103(1)(p).

1767. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Wash. Rev. Code §§ 62A.2-105(1) and 62A.2A-103(1)(h).

1768. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1769. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis

of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1770. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1771. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1772. Any opportunity to cure the express breach is unnecessary and futile.

1773. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Wash. Rev. Code §§ 62A.2-314 and 62A.2A-212)

1774. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1775. Plaintiffs, Dylan Dzuck, Gary & Lauri Rowland, Mike McCloskey, Paul Kearney, Richard Gange, Scott Milne, Donald & Linda Lamson, Robert & Reena Carnes, Rick Nash, Sergey Oleynik, Brand Erikson, Ralph Coers, Bo-Michael M. Apele, Brad Robertson, Matthew Dean, (for the purpose of this

section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

1776. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under Wash. Rev. Code § 62A.2-104(1) and 62A.2A-103(1)(t), and “sellers” of motor vehicles under § 2.103(a)(4).

1777. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under Wash. Rev. Code § 62A.2A-103(1)(p).

1778. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Wash. Rev. Code §§ 62A.2-105(1) and 62A.2A-103(1)(h).

1779. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Wash. Rev. Code §§ 62A.2-314 and 62A.2A-212.

1780. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1781. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

49. **West Virginia**

**BREACH OF EXPRESS WARRANTY
(W. Va. Code §§ 46-2-313 and 46-2A-210)**

1782. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1783. Plaintiffs, Jeffrey Cook, Gregory Burnette, D.O., Thomas Taylor, Dustin Loudon, Jerry Barnett, Brianna Clay, Roger Workman, Sage Seifert, Brandon Saddler, Mike Rumney, Jody & Cindy Danielson, Emily Blankenship, Jackie Lynn Clark, Jr., Roy Jones, James Slone, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

1784. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under W. Va. Code §§ 46-2-104(1) and 46-2A-103(1)(t), and “sellers” of motor vehicles under § 46-2-103(1)(d).

1785. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under W. Va. Code § 46-2A-103(1)(p).

1786. The Subject Vehicles are and were at all relevant times “goods” within the meaning of W. Va. Code §§ 46-2-105(1) and 46-2A-103(1)(h).

1787. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1788. Fiat and FCA provided these warranties to the Plaintiffs. These warranties formed the

basis of the bargain that was reached when the Plaintiffs purchased or leased their Subject Vehicles.

1789. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to the Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1790. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to the Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to the Plaintiffs.

1791. Any opportunity to cure the express breach is unnecessary and futile.

1792. As a direct and proximate result of Fiat's and FCA's breach of express warranties, the Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(W. Va. Code §§ 46-2-314 and 46-2A-212)

1793. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1794. Plaintiffs, Jeffrey Cook, Gregory Burnette, D.O., Thomas Taylor, Dustin Loudon, Jerry Barnett, Brianna Clay, Roger Workman, Sage Seifert, Brandon Saddler, Mike Rumney, Jody & Cindy Danielson, Emily Blankenship, Jackie Lynn Clark, Jr., H Roy. Jones, Jr., James Slone, (for the purpose

of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA

1795. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under W. Va. Code §§ 46-2-104(1) and 46-2A-103(1)(t), and “sellers” of motor vehicles under § 46-2-103(1)(d).

1796. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under W. Va. Code § 46-2A-103(1)(p).

1797. The Subject Vehicles are and were at all relevant times “goods” within the meaning of W. Va. Code §§ 46-2-105(1) and 46-2A-103(1)(h).

1798. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to W. Va. Code §§ 46-2-31 and 46-2A-212.

1799. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1800. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

50. **Wisconsin**

**BREACH OF EXPRESS
WARRANTY (Wis. Stat. §§ 402.313
and 411.210)**

1801. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1802. Plaintiffs, Michael Barton Batman, Dan Healy James Bell, Jared Korn, Jeffery Weier, Brian Lewandowski, Greg Griebel, Robert Anderson, Jared Nagel, Al Schellinger, Dion Kampa, Steve G. Parnitzke, Glenn Stahl, Jamie Walker, Cale & Jami Duerstein, Christopher Rivera, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

1803. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Wis. Stat. § 402.104(3) and 411.103(1)(t), and “sellers” of motor vehicles under § 402.103(1)(d).

1804. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Wis. Stat. § 411.103(1)(p).

1805. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Wis. Stat. §§ 402.105(1)(c) and 411.103(1)(h).

1806. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1807. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis

of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1808. However, Fiat and FCA knew or should have known that the warranties were false and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiffs were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1809. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1810. Any opportunity to cure the express breach is unnecessary and futile.

1811. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiffs suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Wis. Stat. §§ 402.314 and 411.212)

1812. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1813. Plaintiffs, Michael Barton Batman, Dan Healy James Bell, Jared Korn, Jeffery Weier, Brian Lewandowski, Greg Griebel, Robert Anderson, Jared Nagel, Al Schellinger, Dion Kampa, Steve G. Parnitzke, Glenn Stahl, Jamie Walker, Cale & Jami Duerstein, Christopher Rivera, (for the purpose

of this section, “Plaintiffs”) bring this action on behalf of themselves against Fiat and FCA.

1814. Fiat and FCA were at all relevant times “merchants” with respect to motor vehicles under Wis. Stat. § 402.104(3) and 411.103(1)(t), and “sellers” of motor vehicles under § 402.103(1)(d).

1815. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under Wis. Stat. § 411.103(1)(p).

1816. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Wis. Stat. §§ 402.105(1)(c) and 411.103(1)(h).

1817. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Wis. Stat. §§ 402.314 and 411.212.

1818. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1819. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to the Plaintiffs. The amount of damages due will be proven at trial.

51. **Wyoming**

**BREACH OF EXPRESS
WARRANTY (Wyo. Stat. §
34.1-2-313)**

1820. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1821. Plaintiffs, Jason Royer, Beverley Gayle VanArkel, James B. Valliere, Anthony

Knezovich, Rick Stone, Calvin Taylor, Wayne & Becky Bennett, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

1822. Fiat and FCA are and were at all relevant times “merchants” with respect to motor vehicles under Wyo. Stat. §§ 34.1-2-104(a) and 34.1-2.A-103(a)(xx), and “sellers” of motor vehicles under § 34.1-2-103(a)(iv).

1823. With respect to leases, Fiat and FCA are and were all relevant times “lessors” of motor vehicles under Wyo. Stat. § 34.1-2.A-103(a)(xvi).

1824. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Wyo. Stat. §§ 34.1-2-105(a) and 34.1-2.A-103(a)(viii).

1825. Federal law requires manufacturers of light-duty vehicles to provide two federal emission control warranties: a “Performance Warranty” and a “Design and Defect Warranty.” The Performance Warranty applies to repairs that are required during the first two years or 24,000 miles, whichever occurs first, when a vehicle fails an emissions test. Under this warranty, certain major emission control components are covered for the first eight years or 80,000 miles, whichever comes first. These major emission control components subject to the longer warranty include the catalytic converters, the electronic engine control unit (ECU), and the onboard emissions diagnostic device or computer. The Design and Defect Warranty covers repair of emission control or emission related parts which fail to function or function improperly due to a defect in materials or workmanship. This warranty provides protection for two years or 24,000 miles, whichever comes first, or, for the major emission control components, for eight years or 80,000 miles, whichever comes first.

1826. Fiat and FCA provided these warranties to Plaintiffs. These warranties formed the basis of the bargain that was reached when Plaintiffs purchased or leased their Subject Vehicles.

1827. However, Fiat and FCA knew or should have known that the warranties were false

and/or misleading. Fiat and FCA were aware that the emissions systems in the Subject Vehicles sold and leased to Plaintiff were designed to deactivate under real-world driving conditions, and to emit oxides of nitrogen within legal limits only when undergoing emissions testing, and therefore, knew that the emission systems contained defects.

1828. Plaintiffs reasonably relied on Fiat's and FCA's express warranties concerning emissions when purchasing or leasing the Subject Vehicles. However, the Subject Vehicles did not perform as warranted. Unbeknownst to Plaintiffs, the Subject Vehicles were designed to pollute at higher than legal limits during normal driving, and could not achieve advertised performance and efficiency metrics without this cheating design. This design and the devices that effectuate it are defects. Fiat and FCA therefore breached their express warranty by providing a product containing defects that were never disclosed to Plaintiffs.

1829. Any opportunity to cure the express breach is unnecessary and futile.

1830. As a direct and proximate result of Fiat's and FCA's breach of express warranties, Plaintiff suffered significant damages, and seek damages in an amount to be determined at trial.

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Wyo. Stat. §§ 34.1-2-314 and 34.1-2.A-212)

1831. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

1832. Plaintiff, Jason Royer, Beverley Gayle VanArkel, James B. Valliere, Anthony Knezovich, Rick Stone, Calvin Taylor, Wayne & Becky Bennett, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against Fiat and FCA.

1833. Fiat and FCA were at all relevant times "merchants" with respect to motor vehicles under Wyo. Stat. §§ 34.1-2-104(a) and 34.1-2.A-103(a)(xx), and "sellers" of motor vehicles under § 34.1-

2-103(a)(iv).

1834. With respect to leases, Fiat and FCA are and were at all relevant times “lessors” of motor vehicles under Wyo. Stat. § 34.1-2.A-103(a)(xvi).

1835. The Subject Vehicles are and were at all relevant times “goods” within the meaning of Wyo. Stat. §§ 34.1-2-105(a) and 34.1-2.A-103(a)(viii).

1836. A warranty that the Subject Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Wyo. Stat. §§ 34.1-2- 10 314 and 34.1-2. A-212.

1837. Fiat and FCA sold and/or leased Subject Vehicles that were not in merchantable condition and/or fit for their ordinary purpose in violation of the implied warranty. The Subject Vehicles were not in merchantable condition because their design violated state and federal laws. The Subject Vehicles were not fit for their ordinary purpose as they were built to evade state and federal emission standards.

1838. Fiat’s and FCA’s breaches of the implied warranty of merchantability caused damage to Plaintiff. The amount of damages due will be proven at trial.

II. STATE PLAINTIFFS CONSUMER PROTECTION CLAIMS

VIOLATION OF ALABAMA DECEPTIVE TRADE PRACTICES ACT (Ala. Code § 8-19-1, *et seq.*)

1839. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

1840. Plaintiffs, Autry Hall, Kevin Crew, John Corbin, Robert Mayer, Robert Southern, Micah Hill, James Washington, Quinn Breland, Mike Shelton, Greg Cain, Randal Stephens, Tyler

Bridgeman, Alonzo Thomas Stone, (for the purpose of this section, “Plaintiff”) bring this action on behalf of themselves against all Defendants.

1841. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning of Ala. Code § 8-19-3(5). Plaintiffs are “consumers” within the meaning of Ala. Code § 8-19-3(2).

1842. The Subject Vehicles are “goods” within the meaning of Ala. Code § 8-19-3(3).

1843. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in “trade” or “commerce” within the meaning of Ala. Code § 8-19-3(8).

1844. The Alabama Deceptive Trade Practices Act (“Alabama DTPA”) makes unlawful several specific acts, including:“(5) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not have,” “(7) Representing 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,” and “(27) Engaging in any other unconscionable, false, misleading, or deceptive act or practice in the conduct of trade or commerce.” Ala. Code § 8-19-5.

1845. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Alabama DTPA.

1846. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control

devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Ala. Code § 8-19-5:

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, benefits, or qualities that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not; and/or
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised.

1847. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

1848. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

1849. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Alabama DTPA in the course of their business. Specifically, Defendants owed

Plaintiffs a duty Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

1850. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

1851. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

1852. Pursuant to Ala. Code § 8-19-10, Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices and awarding damages, treble damages, and any other just and proper relief available under the Alabama DTPA.

1853. On August 22, 2018, September 25, 2018 and again on October 22, 2018, Plaintiffs sent notice letters to FCA US LLC complying with Ala. Code § 8-19-10(e). Additionally, all Defendants were provided notice of the issues raised in this count and this Complaint by the governmental investigations, the numerous complaints filed against them, and the many individual notice letters sent by Plaintiffs within a reasonable amount of time after the allegations of Subject Vehicle defects became public. Moreover, Plaintiffs sent a second and third notice letter pursuant to Ala. Code § 8-19-10(e) to all Defendants. Because Defendants failed to remedy their unlawful conduct within the requisite time period, Plaintiffs seek all damages and relief to which Plaintiffs are entitled.

**VIOLATION OF THE ALASKA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION ACT**
(Alaska Stat. Ann. § 45.50.471, *et seq.*)

1854. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

1855. Plaintiffs, Slade D. Howell, Angela Christensen, (for purposes of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

1856. The Alaska Unfair Trade Practices and Consumer Protection Act (“Alaska CPA”) declares unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce unlawful, including: “(4) representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have;” “(6) representing 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;” “(8) advertising goods or services with intent not to sell them as advertised;” or “(12) using or employing deception, fraud, false pretense, false promise, misrepresentation, or knowingly concealing, suppressing, or omitting a material fact with intent that others rely upon the concealment, suppression or omission in connection with the sale or advertisement of goods or services whether or not a person has in fact been misled, deceived or damaged.” Alaska Stat. Ann. § 45.50.471.

1857. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Alaska CPA.

1858. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control

devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Alaska Stat. Ann. § 45.50.471:

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or
- F. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

1859. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

1860. Plaintiffs had no way of discerning that Defendants' representations were false and

misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

1861. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Alaska CPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

1862. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

1863. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

**VIOLATIONS OF THE CONSUMER FRAUD ACT
(Ariz. Rev. Stat. § 44-1521, *et seq.*)**

1864. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

1865. Plaintiffs, Brad W. Lines, Daniel Smith, Doug Merrell, Joseph Hyte Johnson, Mark Deemy, Michele Carrano, Robert Kroener, Thomas Spaulding, Michael Boales, Samuel Gross, Marvin Rambel, Troy Zapara, Thruman & Rose Dickey, John Rory Carreon, Erik Angelo, Richard Huff, Kyle M. Griffey, Thang Nguyen, Terry Hargis, (for the purpose of this section, "Plaintiff") bring this action on behalf of themselves against all Defendants.

1866. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne,

Plaintiff, and Plaintiffs are “persons” within the meaning of Ariz. Rev. Stat. § 44-1521(6).

1867. The Subject Vehicles are “merchandise” within the meaning of Ariz. Rev. Stat. § 44-1521(5).

1868. The Arizona Consumer Fraud Act (“Arizona CFA”) provides that “[t]he act, use or employment by any person of any deception, deceptive act or practice, fraud, ... misrepresentation, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale ... of any merchandise whether or not any person has in fact been misled, deceived or damaged thereby, is declared to be an unlawful practice.” Ariz. Rev. Stat. § 44-1522(A).

1869. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Arizona CFA.

1870. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in deceptive acts or practices, as outlined in Ariz.

Rev. Stat. § 44- 1522(A), including using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles.

1871. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

1872. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

1873. Defendants had an ongoing duty to Plaintiff to refrain from unfair and deceptive practices under the Arizona CFA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

1874. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

1875. Defendants' violations present a continuing risk to Plaintiff, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

1876. Plaintiff seek an order enjoining Defendants' unfair and/or deceptive acts or practices and awarding damages and any other just and proper relief available under the Arizona CFA.

**ARKANSAS COUNT I
VIOLATIONS OF THE DECEPTIVE TRADE PRACTICE ACT
(Ark. Code Ann. § 4-88-101, *et seq.*)**

1877. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

1878. Plaintiffs, Brian Way, Gary Wainwright, Justin Davis, Kevin Massey, James Mikles, Levi Kimsey, Larry & Daina Wilhelm, Billy & Joseph Welch, Douglas Mettenberg, David Kizzia, health Minyard, Ryan Allred, Richard Harris, (for the purpose of this section, "Plaintiffs") brings this action on behalf of themselves against all Defendants.

1879. Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, Plaintiff, and Plaintiffs are "persons" within the meaning of Ark. Code Ann. § 4- 88-102(5).

1880. The Subject Vehicles are "goods" within the meaning of Ark. Code Ann. § 4-88- 20 102(4).

1881. The Arkansas Deceptive Trade Practice Act ("Arkansas DTPA") makes unlawful "[d]eceptive and unconscionable trade practices," which include, but are not limited to, a list of enumerated items, including "[e]ngaging in any other unconscionable, false, or deceptive act or practice in business, commerce, or trade[.]" Ark. Code Ann. § 4-88-107(a)(10). The Arkansas DTPA also prohibits the following when utilized in connection with the sale or advertisement of any goods: "(1) The act, use, or employment by any person of any deception, fraud, or false pretense; or (2) The concealment, suppression, or omission of any material fact with intent that others rely upon the concealment, suppression, or omission." Ark. Code Ann. § 4-88-108.

1882. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Sergio

Marchionne, through their agents, employees, and/or subsidiaries, violated the Arkansas DTPA.

1883. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Ark. Code Ann. §§ 4-88-107 -108:

- A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- B. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- C. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised; and/or
- D. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/ lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

1884. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

1885. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

1886. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Arkansas DTPA in the course of their business. Specifically, Defendants owed Plaintiff a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from the Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

1887. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

1888. Defendants' violations present a continuing risk to the Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

1889. Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages pursuant to Ark. Code Ann. § 4-88-13(f), and any other just and proper relief available under the Arkansas DTPA.

VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT
(Cal. Civ. Code § 1750, *et seq.*)

1890. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

1891. Plaintiffs, to be named at a later date, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

1892. Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning of Cal. Civ. Code § 1761(c). Plaintiffs are “consumers” within the meaning of Cal. Civ. Code § 1761(d).

1893. The California Legal Remedies Act (“CLRA”) prohibits “unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer[.]” Cal. Civ. Code § 1770(a).

1894. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the CLRA.

1895. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from

regulators and Plaintiffs alike. In so doing, and by Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Cal. Civ. Code § 1770(a):

- A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- B. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not; and/or
- C. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised.

1896. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

1897. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

1898. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the California CLRA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

1899. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result

of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

1900. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

1901. Pursuant to Cal. Civ. Code § 1780(a), Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the CLRA. Under Cal. Civ. Code § 1780(b), Plaintiffs seeks an additional award against Defendants of up to \$5,000 for each member who qualifies as a "senior citizen" or "disabled person" under the CLRA. Defendants knew or should have known that their conduct was directed to one or more Plaintiff who is a senior citizens or disabled persons. Defendants' conduct caused one or more of these senior citizens or disabled persons to suffer a substantial loss of property set aside for retirement or for personal or family care and maintenance, or assets essential to the health or welfare of the senior citizen or disabled person. One or more Plaintiff who is a senior citizen or disabled person is substantially more vulnerable to Defendants' conduct because of age, poor health or infirmity, impaired understanding, restricted mobility, or disability, and each of them suffered substantial physical, emotional, or economic damage resulting from Defendants' conduct.

1902. Plaintiffs, to be named at a later date, will send a notice letter to FCA US LLC complying with Cal. Civ. Code § 1780(b). All Defendants will be provided notice of the issues raised in this count and this Complaint by the governmental investigations, the numerous complaints filed against them, and the many individual notice letters to be sent by Plaintiffs within a reasonable amount of time after the allegations of Subject Vehicle defects became public. Should Defendants fail to remedy their unlawful conduct within the requisite time period, Plaintiffs seek all damages and relief to which Plaintiffs are entitled.

**UNLAWFUL, UNFAIR, OR FRAUDULENT BUSINESS
PRACTICES UNDER THE CALIFORNIA UNFAIR COMPETITION LAW
(Cal. Bus. & Prof. Code § 17200, *et seq.*)**

1903. Plaintiffs incorporates by reference each preceding paragraph as though fully set forth herein.

1904. Plaintiffs, to be named at a later date, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

1905. California’s Unfair Competition Law (“UCL”), Business and Professions Code § 17200, prohibits any “unlawful, unfair, or fraudulent business act or practices.”

1906. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, Fiat, FCA, VM Motori, Bosch GmbH, Bosch LLC, and Marchionne have engaged in at least the following unlawful, fraudulent, and unfair business acts and practices in violation of the UCL:

- A. by knowingly and intentionally concealing from Plaintiffs that the Subject Vehicles suffer from a design defect while obtaining money from Plaintiffs;

- B. by marketing Subject Vehicles as possessing functional and defect-free, “clean” diesel engine systems; and
- C. by violating both federal and California laws, including the federal RICO statute and California laws governing vehicle emissions and emission testing requirements.

1907. Defendants’ cheating scheme and concealment of the true characteristics of the EcoDiesel emission control system were material to Plaintiffs, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that consumers would rely on the misrepresentations, concealments, and omissions. Had they known the truth, Plaintiffs who purchased or leased the Subject Vehicles would not have purchased or leased them at all or—if the Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

1908. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants’ misrepresentations and their concealment of and failure to disclose material information. Pursuant to Cal. Bus. & Prof. Code § 17200, Plaintiffs seek an order enjoining Defendants’ unfair and/or deceptive acts or practices, any such orders or judgments as may be necessary to restore to Plaintiffs any money acquired by unfair competition, including restitution and/or restitutionary disgorgement, as provided in Cal. Bus. & Prof. Code §§ 17203 and 3345, and any other just and proper relief available under the California UCL.

**FALSE ADVERTISING UNDER THE CALIFORNIA
UNFAIR COMPETITION LAW
(Cal. Bus. & Prof. Code § 17500, *et seq.*)**

1909. Plaintiffs incorporates by reference all preceding allegations as though fully set forth herein.

1910. Plaintiffs, to be named at a later date, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against FCA, Fiat, Marchionne, Bosch LLC, Bosch GmbH, and VM Motori.

1911. California Bus. & Prof. Code § 17500 states: “It is unlawful for any person, ... corporation ...or any employee thereof with intent directly or indirectly to dispose of real or personal property... or to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated ... before the public in this state or from this state before the public in any state, in any newspaper or other publication, or any advertising device, ... or in any other manner or means whatever, including over the Internet, any statement ... which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.”

1912. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike.

1913. FCA, Fiat, and Marchionne; Bosch LLC and Bosch GmbH; and VM Motori, each made

or caused to be made and disseminated throughout California and the United States, through advertising, marketing, and other publications, numerous statements that were untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to each Defendant, to be untrue and misleading to consumers, including Plaintiff and the other California State Plaintiffs. Numerous examples of these statements and advertisements appear throughout this Complaint.

1914. Pursuant to Cal. Bus. & Prof. Code § 17500, Plaintiffs seek an order enjoining Defendants' false advertising, any such orders or judgments as may be necessary to restore to Plaintiffs any money acquired by unfair competition, including restitution and/or restitutionary disgorgement, and any other just and proper relief available under the false advertising provisions of the UCL.

**FAILURE TO RECALL/RETROFIT UNDER CALIFORNIA LAW
VIOLATIONS OF THE COLORADO CONSUMER PROTECTION ACT**

1915. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1916. Plaintiffs, Andrew Rogers, Douglas Bay, Jeff Schoonover, Ken Trousdale, Leslie James Preston, Steve Conklin, William Akins, Kenyon Shephard, Alfred Herrera, Noel Vazquez, Jason Mull, Jorge Villarreal, Joe Castro, Ken Kroschel, Michael Gides, David Coop, Kasey & Ashley Knutson, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against Fiat and FCA.

1917. Fiat Chrysler manufactured, marketed, distributed, sold, or otherwise placed into the stream of U.S. commerce the Subject Vehicles, as set forth above.

1918. Defendants knew or reasonably should have known that the Subject Vehicles were dangerous when used in a reasonably foreseeable manner, and posed an unreasonable risk.

1919. Fiat Chrysler became aware that the Subject Vehicles were dangerous when used in a reasonably foreseeable manner, and posed an unreasonable after the Vehicles were sold.

1920. Fiat Chrysler failed to recall the Subject Vehicles in a timely manner or warn of the dangers posed by Subject Vehicles.

1921. A reasonable manufacturer in same or similar circumstances would have timely and properly recalled the Subject Vehicles.

1922. Plaintiffs were harmed by Fiat Chrysler's failure to recall the Subject Vehicles properly and in a timely manner and, as a result, have suffered damages, including their out-of-pocket costs, losses, and inconvenience, and caused by Fiat Chrysler's ongoing failure to properly recall, retrofit, and fully repair the Subject Vehicles.

1923. Even in the event of a recall, Plaintiffs have suffered and continue to damages for each day that a recall is delayed.

1924. Fiat Chrysler's failure to timely recall the Subject Vehicles was a substantial factor in causing the harm to Plaintiffs as alleged herein.

**VIOLATIONS OF THE COLORADO CONSUMER PROTECTION ACT
(Colo. Rev. Stat. § 6-1-101, *et seq.*)**

1925. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

1926. Plaintiffs, Andrew Rogers, Douglas Bay, Jeff Schoonover, Ken Trousdale, Leslie James Preston, Steve Conklin, William Akins, Kenyon Shephard, Alfred Herrera, Noel Vazquez, Jason Mull, Jorge Villarreal, Joe Castro, Ken Kroschel, Michael Gides, David Coop, Casey & Ashley Knutson, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against all Defendants.

1927. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning of § 6-1-102(6) of the Colorado Consumer Protection Act (“Colorado CPA”), Colo. Rev. Stat. § 6-1-101, *et seq.* Plaintiffs are “consumers” within the meaning of Col. Rev. Stat § 6-1-113(1)(a).

1928. The Colorado CPA makes unlawful deceptive trade practices in the course of a person’s business. Defendants engaged in deceptive trade practices prohibited by the Colorado CPA, including: (1) knowingly making a false representation as to the characteristics, uses, and benefits of the Subject Vehicles that had the capacity or tendency to deceive Plaintiffs; (2) representing that the Subject Vehicles are of a particular standard, quality, and grade even though FCA knew or should have known they are not; (3) advertising the Subject Vehicles with the intent not to sell them as advertised; and (4) failing to disclose material information concerning the Subject Vehicles that was known to FCA at the time of advertisement or sale with the intent to induce Plaintiffs to purchase, lease or retain the Subject Vehicles.

1929. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Colorado CPA.

1930. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and

(3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Colo. Rev. Stat. § 6-1-105:

- A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- B. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- C. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised; and/or
- D. Failing to disclose material information concerning the Subject Vehicles known to Defendants at the time of advertisement or sale, with the intention of inducing Plaintiffs to purchase or lease the vehicles.

1931. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

1932. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

1933. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Colorado CPA in the course of their business. Specifically, Defendants owed

Plaintiffs a duty Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

1934. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

1935. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

1936. Pursuant to Colo. Rev. Stat. § 6-1-113, Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, treble or punitive damages, and any other just and proper relief available under the Colorado CPA.

**VIOLATION OF CONNECTICUT UNLAWFUL TRADE PRACTICES ACT
(Conn. Gen. Stat. § 42-110a, *et seq.*)**

1937. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

1938. Plaintiffs, Sean Conran, Cody Langlois, Robert W. Ford, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against all Defendants.

1939. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, Plaintiff, and Plaintiffs are "persons" within the meaning of Conn. Gen. Stat. § 42-110a(3) of the Connecticut Unfair Trade Practices Act ("Connecticut UTPA"). FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne are engaged in "trade" or "commerce" within the meaning of Conn. Gen. Stat. § 42-110a(4).

1940. The Connecticut provides: "No person shall engage in unfair methods of competition

and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Conn. Gen. Stat. § 42-110b(a).

1941. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Connecticut UTPA.

1942. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by Defendants engaged in one or more of the following unfair or deceptive acts or practices in violation of Conn. Gen. Stat. § 42-110b(a):

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease

them as advertised;

- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or
- F. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

1943. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

1944. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

1945. Defendants had an ongoing duty to Plaintiff to refrain from unfair and deceptive practices under the Connecticut UTPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

1946. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result

of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

1947. Defendants' violations present a continuing risk to Plaintiff, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

1948. Pursuant to Conn. Gen. Stat. § 42-110g, Plaintiff seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Connecticut UTPA.

**VIOLATIONS OF THE DELAWARE CONSUMER FRAUD ACT AND DECEPTIVE
TRADE PRACTICES ACT
(6 Del. Code § 2513, *et seq.*, and 6 Del. Code § 2531, *et seq.*)**

1949. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

1950. Plaintiffs, Roy McKenney and those to be named at a later date, (for the purpose of this section, "Plaintiff") brings this action on behalf of the Plaintiffs against all Defendants.

1951. FCA Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are "persons" within the meaning of 6 Del. Code § 2511(7) and § 2531(5).

1952. The Delaware Consumer Fraud Act ("Delaware CFA") makes unlawful the "act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, or the concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale, lease or advertisement of any merchandise, whether or not any person has in fact been misled, deceived or damaged thereby." 6 Del. Code § 2513(a).

1953. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Delaware CFA.

1954. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by Defendants engaged in one or more of the following unlawful acts or practices prohibited by 6 Del. Code § 2513(a): using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

1955. Defendants also engaged in one or more of the following deceptive trade practices enumerated by the Delaware Deceptive Trade Practices Act at 6 Del. Code § 2532:

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;

- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised; and/or
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding.

1956. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to the Plaintiffs, as Defendants intended. Had they known the truth, the Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

1957. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

1958. Defendants had an ongoing duty to the Plaintiffs to refrain from unfair and deceptive practices under the Delaware CFA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from the Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

1959. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

1960. Defendants' violations present a continuing risk to the Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

1961. The Plaintiffs seeks an order enjoining Defendants' unfair and/or deceptive acts or

practices, and awarding damages, punitive or treble damages, and any other just and proper relief available under the Delaware CFA and DTPA (6 Del. Code §§ 2525 and 2533). *See, e.g., Stephenson v. Capano Dev., Inc.*, 462 A.2d 1069, 1077 (Del. 1983).

**VIOLATION OF THE CONSUMER PROTECTION PROCEDURES ACT
(D.C. Code § 28-3901, *et seq.*)**

1962. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

1963. Plaintiffs, to be named at a later date, (for the purpose of this section, “Plaintiff”) brings this action on behalf of the District of Columbia Plaintiffs against all Defendants.

1964. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and the District of Columbia Plaintiffs are “persons” within the meaning of D.C. Code § 28-3901(a)(1). The District of Columbia Plaintiffs are “consumers” within the meaning of D.C. Code § 28-3901(1)(2).

1965. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne are engaged in “trade practices” within the meaning of D.C. Code § 28-3901.

1966. The District of Columbia Consumer Protection Procedures Act (“District of Columbia CPPA”) makes unlawful unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce. D.C. Code § 28-3901, *et seq.*

1967. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the District of Columbia CPPA.

1968. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the

EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in D.C. Code § 28-3901, *et seq.*:

- A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- B. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not; and/or
- C. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised.

1969. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to the District of Columbia Plaintiffs, as Defendants intended. Had they known the truth, the District of Columbia Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

1970. District of Columbia Plaintiffs had no way of discerning that Defendants’ representations were false and misleading, or otherwise learning the facts that Defendants had

concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. District of Columbia Plaintiffs did not, and could not, unravel Defendants' deception on their own.

1971. Defendants had an ongoing duty to the District of Columbia Plaintiffs to refrain from unfair and deceptive practices under the District of Columbia CPPA in the course of their business. Specifically, Defendants owed District of Columbia Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from the District of Columbia Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

1972. District of Columbia Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

1973. Defendants' violations present a continuing risk to the District of Columbia Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

1974. Pursuant to D.C. Code § 28-3901, the District of Columbia Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, treble and/or punitive damages, and any other just and proper relief available under the District of Columbia CPPA.

**VIOLATION OF FLORIDA'S UNFAIR &
DECEPTIVE TRADE PRACTICES ACT
(Fla. Stat. § 501.201, *et seq.*)**

1975. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

1976. Plaintiffs, Changping Wei, Derik Fairchild, Dominick Bianchi, Dozier Holton Browning, Jeffrey & Brandon Woodall, Jeremy Hornack, John Neumayer, Kevin Morrison, Michael DiVona, Monte Paul & Devera Jean Oberlee, Randall Holdaway, Richard Carr, Roberto Berenguer-Serrano, Sherri Collins, Stephen Swanson, Steven Fitzgerald, Steven Chauvin, William Patrick, Jr., Gary & Phyllis Marie Luster Anderson, Matthew Luckett, Brian Ashworth, Dean Allmon, Gilder Whitlock, Nicky Herrington, Peter Cacoperdo, Robert Allen, Ronald Macdonald, Ernest Hodgdon, Jeffrey Greenwood, Brandon Crookes, Robert Bell, Nathan Baisley, Judy & Ronald Simmons, Gerald & Sharon Parker, Jimmy Steen, Steven M. Pender, Janelle & Bryan Wiggins, Allen Keith Peacock, Osvaldo Romero, Robert Elie, Manuel & Michael Gonzalez, Christofer, Askervold, David Matrinex, Timothy Leathers, Joseph Dick-Griffith, Martin Mannion, Alonzo Thomas Stone, Mark Edward Harrell, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

1977. Plaintiffs are “consumers” within the meaning of Fla. Stat. § 501.203(7).

1978. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in “trade” or “commerce” within the meaning of Fla. Stat. § 501.203(8).

1979. The Florida Unfair and Deceptive Trade Practices Act (“FUDTPA”) makes unlawful “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce ...” Fla. Stat. § 501.204(1).

1980. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the FUDTPA.

1981. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed

emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles' fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices prohibited by Fla. Stat. § 501.204(1):

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or
- F. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

1982. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth,

Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

1983. Plaintiffs had no way of discerning that Defendants’ representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants’ emission control software was extremely sophisticated technology. did not, and could not, unravel Defendants’ deception on their own.

1984. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the FUDTPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

1985. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants’ concealment, misrepresentations, and/or failure to disclose material information.

1986. Defendants’ violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants’ unlawful acts and practices complained of herein affect the public interest.

1987. Pursuant to Fla. Stat. §§ 501.2105(1)-(2), Plaintiffs seek an order enjoining Defendants’ unfair and/or deceptive acts or practices, and awarding damages and any other just and proper relief available under the FUDTPA.

**VIOLATIONS OF GEORGIA’S UNIFORM
DECEPTIVE TRADE PRACTICES ACT
(Ga. Code Ann. § 10-1-370, *et seq.*)**

1988. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

1989. Plaintiffs, to be named at a later date, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

1990. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning of Georgia Uniform Deceptive Trade Practices Act (“Georgia UDTPA”), Ga. Code. Ann. § 10-1- 371(5).

1991. The Georgia UDTPA prohibits any “deceptive trade practices,” which include misrepresenting the “standard, quality, or grade” of goods or services, and engaging “in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.” Ga. Code. 19 Ann. § 10-1-372(a).

1992. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. Defendants’ deceptive conduct violates the Georgia UDPTA in at least the following ways:

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;

- B. Representing that the Subject Vehicles have characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised; and
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding.

1993. Defendants' cheating scheme and concealment of the true characteristics of the EcoDiesel emission control system were material to Plaintiffs, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that consumers would rely on the misrepresentations, concealments, and omissions. Had they known the truth, Plaintiffs who purchased or leased the Subject Vehicles would not have purchased or leased them at all or—if the Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

1994. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' misrepresentations and their concealment of and failure to disclose material information.

1995. Pursuant to Ga. Code. Ann § 10-1-373, Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices and any other just and proper relief available under the Georgia UDTPA.

**VIOLATIONS OF GEORGIA'S FAIR BUSINESS PRACTICES ACT
(Ga. Code Ann. § 10-1-390, *et seq.*)**

1996. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

1997. Plaintiffs, to be named at a later date, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

1998. The Georgia Fair Business Practices Act (“Georgia FBPA”) declares “[u]nfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce” to be unlawful. Ga. Code. Ann. § 10-1-393(a).

1999. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Georgia FBPA.

2000. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Ga. Code. Ann. § 10-1-393(b):

- A. Causing confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses,

or benefits that they do not have;

- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not; and/or
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised.

2001. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2002. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2003. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Georgia FBPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2004. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2005. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2006. Pursuant to Ga. Code. Ann. § 10-1-399, Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding any other just and proper relief available under the Georgia FBPA.

2007. On either August 23, 2018, September 25, 2018 and/or October 15, 2018 Plaintiffs, to be named at a later date, sent a notice letter to FCA US LLC complying with Ga. Code. Ann. § 10-1-399(b). Additionally, all Defendants were provided notice of the issues raised in this count and this Complaint by the governmental investigations, the numerous complaints filed against them, and the many individual notice letters sent by Plaintiffs within a reasonable amount of time after the allegations of Subject Vehicle defects became public. Because Defendants failed to remedy their unlawful conduct within the requisite time period, Plaintiffs seek all damages and relief to which Plaintiff and the Georgia State are entitled.

**UNFAIR AND DECEPTIVE ACTS IN
VIOLATION OF HAWAII LAW
(Haw. Rev. Stat. § 480, *et seq.*)**

2008. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2009. Plaintiffs, to be named at a later date, (for the purpose of this section, "Plaintiffs") bring this action on behalf of the Plaintiffs against all Defendants.

2010. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, Plaintiffs are "persons" within the meaning of Haw. Rev. Stat. § 480-1. The Plaintiffs are "consumers" within the meaning of Haw. 27 Rev. Stat. § 480-1.

2011. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne are engaged in trade or commerce.

2012. The Hawaii Act prohibits "unfair methods of competition and unfair or deceptive acts

or practices in the conduct of any trade or commerce....” Haw. Rev. Stat. § 480-2(a).

2013. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Hawaii Act.

2014. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices in violation of § 480-2(a):

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;
- E. Engaging in other conduct which created a likelihood of confusion or of

misunderstanding; and/or

- F. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2015. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to the Plaintiffs, as Defendants intended. Had they known the truth, the Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2016. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2017. Defendants had an ongoing duty to the Plaintiffs to refrain from unfair and deceptive practices under the Hawaii Act in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from the Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2018. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2019. Defendants' violations present a continuing risk to the Plaintiffs, as well as to the general

public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2020. Pursuant to Haw. Rev. Stat. § 480-13, the Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Hawaii Act.

2021. Under Haw. Rev. Stat. § 480-13.5, the Plaintiffs seek an additional award against Defendants of up to \$10,000 for each Plaintiffs who qualifies as a Hawaiian elder under the Hawaii Act. Defendants knew or should have known that their conduct was directed to one or more Plaintiffs who are elders. Defendants' conduct caused one or more of these elders to suffer a substantial loss of property set aside for retirement or for personal or family care and maintenance, or assets essential to the health or welfare of the elder. One or more Plaintiffs who are elders are substantially more vulnerable to Defendants' conduct because of age, poor health or infirmity, impaired understanding, restricted mobility, or disability, and each of them suffered substantial physical, emotional, or economic damage resulting from Defendants' conduct.

VIOLATIONS OF THE IDAHO CONSUMER PROTECTION ACT
(Idaho Code § 48-601, *et seq.*)

2022. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2023. Plaintiffs, James & Linda Watkins, Larry Maxa, Neil Durrant, Tommy H. Brown, Kilo & Natalie Varble, Alex Lopez, Alvin McCoy, Michael Shaak & Susie Patterson, Kris A. Shepherd, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against all Defendants.

2024. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are "persons" within the meaning Idaho Code § 48-602(1).

2025. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne are engaged in “trade” or “commerce” within the meaning of Idaho Code § 48-602(2).

2026. The Idaho Consumer Credit and Protection Act (“Idaho CPA”) makes unlawful misleading, false, or deceptive acts.

2027. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Idaho CPA.

2028. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices proscribed by Idaho Code § 48-603:

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality

and grade when they are not;

- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised; and/or
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding.

2029. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2030. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2031. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Idaho CPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2032. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2033. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2034. Pursuant Idaho Code § 48-608, Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief

available under the Idaho CPA.

**VIOLATION OF ILLINOIS CONSUMER FRAUD AND
DECEPTIVE BUSINESS PRACTICES ACT
(815 ILCS 505/1, *et seq.* and 510/2)**

2035. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2036. Plaintiffs, Bruce Carr, Casey Sauerhage, Dariusz Kulon, Donald & Brenda Keith, Edward Dampf, Gerry Tassell, Jose Laverdiere, Larry Sosamon, Michael Thomas, Randall Peterson, Russell and Joella Tabaka, Charles Piazza, Jim Heiser, Joseh Francis, Matt Buck, James Hadley, Donald Long, Jack Pudzis, Tom & Sherri Catlin, Michael Batdorff, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against all Defendants.

2037. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning 815 ILCS 505/1(c) and 510/1(5). Plaintiffs are “consumers” within the meaning of 815 ILCS 505/1(e).

2038. The Illinois Consumer Fraud and Deceptive Practices Act (“Illinois CFA”) makes unlawful “unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact ... in the conduct of trade or commerce ... whether any person has in fact been misled, deceived or damaged thereby.” 815 ILCS 505/2. The Illinois CFA further makes unlawful deceptive trade practices undertaken in the course of business. 815 ILCS 510/2.

2039. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Illinois CFA.

2040. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively

misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices prohibited by 815 ILCS 505/2 and 510/2:

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or
- F. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2041. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2042. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2043. Defendants had an ongoing duty to Plaintiff to refrain from unfair and deceptive practices under the Illinois CFA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2044. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2045. Defendants' violations present a continuing risk to Plaintiff, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2046. Pursuant to 815 ILCS 505/10a(a) and 510/3, Plaintiff seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Illinois CFA.

VIOLATION OF THE INDIANA DECEPTIVE CONSUMER SALES ACT
(Ind. Code § 24-5-0.5-3)

2047. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2048. Plaintiffs, to be named at a later date, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against all Defendants.

2049. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning of Ind. Code § 24-5-0.5-2(2) and a “supplier” within the meaning of Ind. Code § 24-5-.05-2(a)(3).

2050. Plaintiffs’ purchases of the Subject Vehicles are “consumer transactions” within the meaning of Ind. Code § 24-5-.05-2(a)(1).

2051. The Indiana Deceptive Consumer Sales Act (“Indiana DCSA prohibits a person from engaging in a “deceptive act,” which includes representing: “(1) That such subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits that they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection it does not have; (2) That such subject of a consumer transaction is of a particular standard, quality, grade, style or model, if it is not and if the supplier knows or should reasonably know that it is not; ... (7) That the supplier has a sponsorship, approval or affiliation in such consumer transaction that the supplier does not have, and which the supplier knows or should reasonably know that the supplier does not have; ... (c) Any representations on or within a product or its packaging or in advertising or promotional materials which would constitute a deceptive act shall be the deceptive act both of the supplier who places such a representation thereon or therein, or who authored such materials, and such suppliers who shall state orally or in writing that such representation is true if such other supplier shall

know or have reason to know that such representation was false.” Ind. Code § 24-5-0.5-3.

2052. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Indiana DCSA.

2053. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Ind. Code § 24-5-0.5-3:

- A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- B. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not; and/or
- C. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised.

2054. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth,

Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2055. Plaintiffs had no way of discerning that Defendants’ representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants’ emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants’ deception on their own.

2056. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Indiana DCSA in the course of their business. Specifically, Defendants owed Plaintiff a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2057. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants’ concealment, misrepresentations, and/or failure to disclose material information.

2058. Defendants’ violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants’ unlawful acts and practices complained of herein affect the public interest.

2059. Pursuant to Ind. Code § 24-5-0.5-4, Plaintiff seek an order enjoining Defendants’ unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Indiana DCSA.

2060. On either August 16, 2018, September 25, 2018 and/or October 17, 2018, a notice letter was sent to FCA US LLC complying with Ind. Code § 24-5-0.5-5(a). All Defendants were provided notice of the issues raised in this count and this Complaint by the governmental investigations, the

numerous complaints filed against them, and the many individual notice letters sent by Plaintiffs within a reasonable amount of time after the allegations of Subject Vehicle defects became public. Because Defendants failed to remedy its unlawful conduct within the requisite time period, Plaintiffs seek all damages and relief to which Plaintiffs are entitled.

**VIOLATIONS OF THE PRIVATE RIGHT OF ACTION
FOR CONSUMER FRAUDS ACT
(Iowa Code § 714h.1, *et seq.*)**

2061. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2062. Plaintiffs, Huegerich Farms, James Steer, Jr., James Lines, Terri Turnbull, Chad Carter, Timothy Shanks, Richard Rausch, Gabriel M. Haugland, Gabriel & Audrey McConnell, Sean Perryman, Kent Gibbons, Donald Raymond Dixon, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against all Defendants.

2063. Plaintiffs, FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning Iowa Code § 714H.2(7).

2064. Plaintiffs are “consumers” within the meaning of Iowa Code § 714H.2(3).

2065. The Iowa Deceptive Consumer Sales Act (“Iowa DCSA”) prohibits a person from engaging in a “practice or act the person knows or reasonably should know is an unfair practice, deception, fraud, false pretense, or false promise, or the misrepresentation, concealment, suppression, or omission of a material fact, with the intent that others rely upon the unfair practice, deception, fraud, false pretense, false promise, misrepresentation, concealment, suppression, or omission in connection with the advertisement, sale, or lease of consumer merchandise.” Iowa Code § 714H.3.

2066. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and

Marchionne, through their agents, employees, and/or subsidiaries, violated the Iowa DCSA.

2067. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants violated Iowa Code § 714H.3 by using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2068. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2069. Plaintiff had no way of discerning that Defendants’ representations were false and

misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2070. Defendants had an ongoing duty to Plaintiff to refrain from unfair and deceptive practices under the Iowa DCSA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2071. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2072. Defendants' violations present a continuing risk to Plaintiff, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2073. Pursuant to Iowa Code § 714H.5, Plaintiff seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, treble or punitive damages, and any other just and proper relief available under the Iowa DCSA.

2074. Pursuant to Iowa Code § 714H.6, Plaintiffs will provide the Iowa Attorney General with a copy of the within complaint with seven (7) days of its filing.

VIOLATIONS OF THE KANSAS CONSUMER PROTECTION ACT
(Kan. Stat. Ann. § 50-623, *et seq.*)

2075. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2076. Plaintiffs, Brian & Meredith Quimby Brian Baker, Bruce Bolen, Eric Becker, Greg

Long, Raymond White, Robert Morris, Roger Hinton, K.C. Moore, Wendell Espeland, John T. Nickel, Michael & Deborah Eilert, (for the purpose of this section, “Plaintiff”) brings this action against all Defendants.

2077. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are “suppliers” within the meaning of Kan. Stat. Ann. § 50-624(l). The Plaintiffs are “consumers” within the meaning of Kan. Stat. Ann. § 50-624(b).

2078. The sale of the Subject Vehicles to the Plaintiffs was a “consumer transaction” within the meaning of Kan. Stat. Ann. § 50-624(c).

2079. The Kansas Consumer Credit and Protection Act (“Kansas CPA”) states “[n]o supplier shall engage in any deceptive act or practice in connection with a consumer transaction.” Kan. Stat. Ann. § 50-626(a).

2080. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Kansas CPA.

2081. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from

regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Kan. Stat. Ann. § 50-627(a):

- A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- B. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- C. Exaggerating and providing falsehoods regarding the material facts concerning the Subject Vehicles; and/or
- D. Failing to state, willfully concealing, suppressing, and/or omitting material facts relating to the Subject Vehicles.

2082. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to the Plaintiffs, as Defendants intended. Had they known the truth, the Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2083. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2084. Defendants had an ongoing duty to the Plaintiffs to refrain from unfair and deceptive practices under the Kansas CPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from the Plaintiffs,

and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2085. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2086. Defendants' violations present a continuing risk to the Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2087. Pursuant to Kan. Stat. Ann §§ 50-634 and 50-636, the Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages and any other just and proper relief available under the Kansas CPA.

**VIOLATIONS OF THE LOUISIANA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW
(La. Rev. Stat. § 51:1401, *et seq.*)**

2088. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2089. Plaintiffs, Erica L. Jeansonne, Jason Fitzgerald, Kenneth Nunez, Lance Popwell, Lennard Loupe, Luke David, Tim Byrd, Todd Barrios, Brandon Alexander LeBrun, Janie Pooler, George S. Leblanc, John Meech, Benjamin D. Crifasi, Jr., Elizabeth & Bryce Godwin, Emile J. LaPointe, Myron & Linda Billiot, Randy Tomlinson, Steven James Rust, Jeff Mely, Beaux Martin, Joe R. Jones, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against all Defendants.

2090. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are "persons" within the meaning of La. Rev. Stat. § 51:1402(8). Plaintiffs are "consumers" within the meaning of La. Rev. Stat. § 51:1402(1).

2091. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne are engaged in “trade” or “commerce” within the meaning of La. Rev. Stat. § 51:1402(10).

2092. The Louisiana Unfair Trade Practices and Consumer Protection Law (“Louisiana CPL”) makes unlawful “deceptive acts or practices in the conduct of any trade or commerce.” La. Rev. Stat. § 51:1405(A).

2093. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Louisiana CPL.

2094. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in La. Rev. Stat. § 51:1405(A):

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;

- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or
- F. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2095. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2096. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2097. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Louisiana CPL in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by

withheld facts.

2098. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2099. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2100. Pursuant to La. Rev. Stat. § 51:1409, Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Louisiana CPL.

**VIOLATION OF MAINE UNFAIR TRADE PRACTICES ACT
(Me. Rev. Stat. Ann. Tit. 5 § 205-a, *et seq.*)**

2101. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2102. Plaintiffs, to be named at a later date, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against all Defendants.

2103. Plaintiff, FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are "persons" within the meaning of Me. Rev. Stat. Ann. Tit. 5 § 206(2).

2104. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne are engaged in "trade" or "commerce" within the meaning of Me. Rev. Stat. Ann. Tit. 5 § 206(3).

2105. The Maine Unfair Trade Practices Act ("Maine UTPA") makes unlawful "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce...." Me. Rev. Stat. Ann. Tit. 5 § 207.

2106. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Maine UTPA.

2107. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively

misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Me. Rev. Stat. Ann. Tit. 5 § 207:

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or
- F. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2108. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2109. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2110. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Maine UTPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2111. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2112. Defendants' violations present a continuing risk to Plaintiff, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2113. Pursuant to Me. Rev. Stat. Ann. Tit. 5 § 213, Plaintiff seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages and any other just and proper relief available under the Maine UTPA.

2114. A notice letter was sent to FCA US LLC complying with Me. Rev. Stat. Ann. Tit. 5 § 213(1-A). Additionally, all Defendants were provided notice of the issues raised in this count and this Complaint by the governmental investigations, the numerous complaints filed against them, and the many individual notice letters sent by Plaintiffs within a reasonable amount of time after the allegations of Subject Vehicle defects became public. Because Defendants failed to remedy their unlawful conduct within the requisite time period, Plaintiffs seek all damages and relief to which they are entitled.

**VIOLATIONS OF THE MARYLAND CONSUMER PROTECTION ACT
(Md. Code Com. Law § 13-101, *et seq.*)**

2115. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2116. Plaintiffs, Dan McMahon, Stephen Joseph Podolak, Michael Shane Williams, Andrew Davis, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

2117. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning of Md. Code Com. Law § 13-101(h).

2118. The Maryland Consumer Protection Act (“Maryland CPA”) provides that a person may not engage in any unfair or deceptive trade practice in the sale of any consumer good. Md. Code Com. Law § 13-303.

2119. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Maryland CPA.

2120. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the

EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as prohibited by Md. Code Com. Law § 13-303:

- A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- B. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- C. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised; and/or
- D. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2121. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid

significantly less for them.

2122. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2123. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Maryland CPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2124. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2125. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2126. Pursuant to Md. Code Com. Law § 13-408, Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages and any other just and proper relief available under the Maryland CPA.

DECEPTIVE ACTS OR PRACTICES PROHIBITED BY MASSACHUSETTS LAW
(Mass. Gen. Laws Ch. 93a, § 1, *et seq.*)

2127. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2128. Plaintiffs, to be named at a later date, (for the purpose of this section, "Plaintiff") brings

this action on behalf of themselves against all Defendants.

2129. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, Plaintiff, and Plaintiffs are “persons” within the meaning of Mass. Gen. Laws ch. 93A, § 1(a).

2130. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in “trade” or “commerce” within the meaning of Mass. Gen. Laws ch. 26 93A, § 1(b).

2131. The Massachusetts consumer protection law (“Massachusetts Act”) prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce.” Mass. Gen. Laws ch. 93A, § 2.

2132. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Massachusetts Act.

2133. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as prohibited by Mass. Gen. Laws ch. 93A, § 2:

A. Causing likelihood of confusion or of misunderstanding as to the approval or

certification of the Subject Vehicles;

- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or
- F. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2134. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2135. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2136. Defendants had an ongoing duty to Plaintiff to refrain from unfair and deceptive practices under the Massachusetts Act in the course of their business. Specifically, Defendants owed Plaintiff a duty to disclose all the material facts concerning the EcoDiesel® emission control system

because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2137. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2138. Defendants' violations present a continuing risk to Plaintiff, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2139. Plaintiffs seek an order pursuant to Mass. Gen. Laws ch. 93A § 9 enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Massachusetts Act.

2140. A notice letter was sent to FCA US LLC pursuant to Mass. Gen. Laws ch. 93A, § 9(3). Additionally, all Defendants were provided notice of the issues raised in this count and this Complaint by the governmental investigations, the numerous complaints filed against them, and the many individual notice letters sent by Plaintiffs within a reasonable amount of time after the allegations of Subject Vehicle defects became public. Because Defendants failed to remedy their unlawful conduct within the requisite time period, Plaintiffs seek all damages and relief to which Plaintiff are entitled.

VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT
(Mich. Comp. Laws § 445.903, *et seq.*)

2141. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2142. Plaintiffs, Any Twork, Bruce Hassevoort, Bryan Thompson, Camelo Guzman, Danny W. Harris, III., Joseph McCrumb, Joshua Turner, Scott Franzel, Robert Yakimchick, Christopher & Jacob Brown, Thomas Goodyke & Julie Bowers, Paul Webster Messner, Jr., Alan Sjoberg, Richard

Watters, William Coleman, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against all Defendants.

2143. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, Plaintiff, and Plaintiffs are “persons” within the meaning of Mich. Comp. Laws § 445.902(1)(d).

2144. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in “trade” or “commerce” within the meaning of Mich. Comp. Laws § 445.902(1)(g).

2145. The Michigan Consumer Protection Act (“Michigan CPA”) makes unlawful “[u]nfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce” Mich. Comp. Laws § 445.903(1).

2146. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Michigan CPA.

2147. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive

acts or practices as defined in Mich. Comp. Laws § 445.903(1):

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised; and/or
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding.

2148. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2149. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2150. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Michigan CPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by

withheld facts.

2151. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2152. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2153. Pursuant to Mich. Comp. Laws § 445.911, Plaintiff seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Michigan CPA.

**VIOLATIONS OF THE MINNESOTA PREVENTION
OF CONSUMER FRAUD ACT
(Minn. Stat. § 325f.68, *et seq.*)**

2154. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2155. Plaintiffs, Amy Campbell, Anne Anderson, Brent Smith, Chad & Jennifer Johnson, Christopher & Michelle Guggemos, Douglas Thooft, Ryan Holker, Chad Koep, Harlan Latusek, Jason & Natalie Ysker, Cody P. Privette, Lisa Marie Murphy, Steven Leonard, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against all Defendants.

2156. The Subject Vehicles constitute "merchandise" within the meaning of Minn. Stat. § 325F.68(2).

2157. The Minnesota Prevention of Consumer Fraud Act ("Minnesota CFA") prohibits "[t]he act, use, or employment by any person of any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby" Minn. Stat. § 325F.69(1).

2158. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Minnesota CFA.

2159. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as prohibited by Minn. Stat. § 325F.69(1): using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2160. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid

significantly less for them.

2161. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2162. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Minnesota CFA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2163. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2164. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2165. Pursuant to Minn. Stat. §§ 8.31(3a) and 549.20(1)(a), Plaintiff seek an order enjoining Defendants' unfair and/or deceptive acts or practices and any other just and proper relief available under the Minnesota CFA.

**VIOLATIONS OF THE MINNESOTA UNIFORM DECEPTIVE TRADE
PRACTICES ACT
(Minn. Stat. § 325d.43, *et seq.*)**

2166. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth

herein.

2167. Plaintiffs, Amy Campbell, Anne Anderson, Brent Smith, Chad & Jennifer Johnson, Christopher & Michelle Guggemos, Douglas Thoof, Ryan Holker, Chad Koep, Harlan Latusek, Jason & Natalie Ysker, Cody P. Privette, Lisa Marie Murphy, (for the purpose of this section, “Plaintiffs”) brings this action on behalf of themselves against all Defendants.

2168. The Minnesota Deceptive Trade Practices Act (“Minnesota DTPA”) prohibits deceptive trade practices. Minn. Stat. § 325D.44.

2169. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Minnesota DTPA.

2170. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Minn. Stat. § 325D.44:

A. Causing likelihood of confusion or of misunderstanding as to the approval

or certification of the Subject Vehicles;

- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised; and/or
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding.

2171. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2172. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2173. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Minnesota DTPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2174. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2175. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2176. Pursuant to Minn. Stat. §§ 8.31(3a), 325D.45, and 549.20(1)(a), Plaintiff seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, and any other just and proper relief available under the Minnesota DTPA.

VIOLATION OF MISSISSIPPI CONSUMER PROTECTION ACT
(Miss. Code. Ann. § 75-24-1, *et seq.*)

2177. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2178. Plaintiffs, Jimmy Yeager, Scott Langley, Curtis & Debbie McDaniel, Tammy Frazier, Bobby Wallace, Clifton Bailey, Roger T. Ingram, Christopher Bond, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against all Defendants.

2179. The Mississippi Consumer Protection Act ("Mississippi CPA") prohibits "unfair or deceptive trade practices in or affecting commerce." Miss. Code. Ann. § 75-24-5(1).

2180. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Mississippi CPA.

2181. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive

consumer communications, the Subject Vehicles' fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Miss. Code. Ann. § 75-24-5(1):

- A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- B. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not; and/or
- C. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised.

2182. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2183. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2184. Defendants had an ongoing duty to Plaintiff to refrain from unfair and deceptive

practices under the Mississippi CPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2185. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2186. Defendants' violations present a continuing risk to Plaintiff, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2187. Plaintiffs have made, and continues to make, a reasonable attempt to resolve their claims under the Mississippi CPA through an informal dispute program approved by the Mississippi Attorney General. Miss. Code. Ann. § 75-24-15(2). Plaintiffs have contacted the Office of the Attorney General and followed the procedures prescribed by the Consumer Protection Division. On June 25, 2018, August 16, 2018, September 11, 2018, September 25, 2018 and/or October 1, 2018, Plaintiffs sent Defendants a Letter of Complaint (Pre Suite Notice). Defendants did not respond within ten days. Accordingly, on October 25, 2018 Plaintiffs filed their Complaint with the Mississippi Attorney General. The Office of the Attorney General has three weeks to review the Complaint from the date it was filed, after which time, a mediator will be assigned. If the Attorney General can give formal approval if that mediation fails.

2188. Plaintiffs seek an order under Miss. Code Ann. § 75-25-9 enjoining Defendants' unfair and/or deceptive acts or practices and awarding damages, including restitution under § 75-24-11, and any other just and proper relief available under the Mississippi CPA.

VIOLATION OF MISSOURI MERCHANDISING PRACTICES ACT
(Mo. Rev. Stat. § 407.010, *et seq.*)

2189. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2190. Plaintiffs, David Sexton, Eric Busch, James Newell, Jeffrey Bax, Michael Janssen, Michael Stuart, Robert Graaf, Sara Batchelor, Tim Ciampoli, Brooks J. Moore, Berrick Jack, Larry Brown, Todd Bierk, Jeff & Terri Robinson, Jason Vanloo, Jeffery Weislocher, Sean Condry, Mark Warren, Ken Hauck, Mark Kinder, Dawn & James McDonald, Joshua Wilson, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against all Defendants.

2191. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning of Mo. Rev. Stat. § 407.010(5).

2192. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne are engaged in “trade” or “commerce” within the meaning of Mo. Rev. Stat. § 407.010(7).

2193. The Missouri Merchandising Practices Act (“Missouri MPA”) makes unlawful the “act, use or employment by any person of any deception, fraud, false pretense, misrepresentation, unfair practice, or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise. Mo. Rev. Stat. § 407.020.

2194. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Missouri MPA.

2195. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-

world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles' fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in the following unfair or deceptive acts or practices prohibited by Mo. Rev. Stat. § 407.020: using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2196. By failing to disclose these defects or facts about the defects described herein known to it or that were available to Defendants upon reasonable inquiry, Defendants deprived consumers of all material facts about the safety and functionality of their vehicles. By failing to release material facts about the defect, Defendants curtailed or reduced the ability of consumers to take notice of material facts about their vehicle, and/or it affirmatively operated to hide or keep those facts from consumers. 15 Mo. Code of State Reg. § 60-9.110.

2197. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid

significantly less for them.

2198. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2199. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Missouri MPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2200. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2201. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2202. Pursuant to Mo. Rev. Stat. § 407.025, Plaintiff seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Missouri MPA.

**VIOLATION OF MONTANA UNFAIR TRADE PRACTICES AND CONSUMER
PROTECTION ACT OF 1973
(Mont. Code Ann. § 30-14-101, *et seq.*)**

2203. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2204. Plaintiffs, Debra Severeson, Derrick Sullivan, James Chapman, Jim Zinda, Peter Vigue, Brent Burton, Laurence Carroll, Levent Altunova, Jared Watson & Kim Tadd, Debra Ann Guderjahn, Pat Breitbach, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves and the Montana State against all Defendants.

2205. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, Plaintiffs are “persons” within the meaning of Mont. Code Ann. § 30-14-102(6). Plaintiffs are “consumers” within the meaning of Mont. Code Ann. § 30-14-102(1).

2206. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne are engaged in “trade” or “commerce” within the meaning of Mont. Code Ann. § 30-14-102(8).

2207. The Montana Unfair Trade Practices and Consumer Protection Act (“Montana CPA”) makes unlawful any “unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Mont. Code Ann. § 30-14-103.

2208. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Montana CPA.

2209. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject

Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as prohibited by Mont. Code Ann. § 30-14-103:

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or
- G. Using or employing deception, fraud, false pretense, false promise or is representation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2210. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2211. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because

Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2212. Defendants had an ongoing duty to Plaintiff to refrain from unfair and deceptive practices under the Montana CPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2213. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2214. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2215. Pursuant to Mont. Code Ann. § 30-14-133, Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Montana CPA.

VIOLATION OF THE NEBRASKA CONSUMER PROTECTION ACT
(Neb. Rev. Stat. § 59-1601, *et seq.*)

2216. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2217. Plaintiffs, Brenda Dokmonovich, Brittney & Chad Olsen, Dustin Grate, John Donohue, Eric Vera, Gordon Shrader, Dean Beck, Leslie Swartz, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against all Defendants.

2218. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and

Plaintiffs are “persons” within the meaning of Neb. Rev. Stat. § 59-1601(1).

2219. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne are engaged in “trade” or “commerce” within the meaning of Neb. Rev. Stat. § 59-1601(2).

2220. The Nebraska Consumer Protection Act (“Nebraska CPA”) makes unlawful “unfair or deceptive acts or practices in the conduct of any trade or commerce.” Neb. Rev. Stat. § 59-1602.

2221. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Nebraska CPA.

2222. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as prohibited by Neb. Rev. Stat. § 59-1602:

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;

- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or
- F. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby

2223. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2224. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2225. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Nebraska CPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2226. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2227. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2228. Pursuant to Neb. Rev. Stat. § 59-1609, Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages and any other just and proper relief available under the Nebraska CPA.

VIOLATION OF THE NEVADA DECEPTIVE TRADE PRACTICES ACT
(Nev. Rev. Stat. § 598.0903, *et seq.*)

2229. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2230. Plaintiffs, Mike Kolsch, Miklos Toth, Randal & Virginia Smith, Randall Long, Brian Delaney, Harold Joseph Piele, Robert Peck, Robert J. Phillips, Rick Bunch, Robert Wasilchuk, Arturo Torres, Clinton Moxey, Scott Banks, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against all Defendants.

2231. The Nevada Deceptive Trade Practices Act ("Nevada DTPA"), Nev. Rev. Stat. § 598.0903, *et seq.* prohibits deceptive trade practices.

2232. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Nevada DTPA.

2233. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Nev. Rev. Stat. §§ 598.0915, 598.0923, and 598.0925:

- A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- B. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- C. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;
- D. Violating state and federal statutes and regulations relating to the sale of the Subject Vehicles; and/or
- E. Intending to injure competitors and destroy or substantially lessen competition.

2234. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the

truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2235. Plaintiffs had no way of discerning that Defendants’ representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants’ emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants’ deception on their own.

2236. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Nevada DTPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2237. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants’ concealment, misrepresentations, and/or failure to disclose material information.

2238. Defendants’ violations present a continuing risk to Plaintiff, as well as to the general public. Defendants’ unlawful acts and practices complained of herein affect the public interest.

2239. Pursuant to Nev. Rev. Stat. §§ 41.600 and 598.0977, Plaintiff seek an order enjoining Defendants’ unfair and/or deceptive acts or practices, and awarding damages and any other just and proper relief available under the Nevada DTPA.

VIOLATION OF N.H. CONSUMER PROTECTION ACT
(N.H. Rev. Stat. Ann. § 358-a:1, *et seq.*)

2240. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2241. Plaintiffs, Edward Carrier, Mike Doherty, Jason Sullivan, (for the purpose of this section, “Plaintiff”) brings this action on behalf of the Plaintiffs against all Defendants.

2242. FCA, Fiat, VM Italy, VM American, Bosch GmbH, Bosch LLC, Sergio Marchionne, Plaintiff, and Plaintiffs are “persons” within the meaning of N.H. Rev. Stat. § 358-A:1.

2243. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne are engaged in “trade” or “commerce” within the meaning of N.H. Rev. Stat. § 358-A:1.

2244. The New Hampshire Consumer Protection Act (“New Hampshire CPA”) makes unfair or deceptive trade practices unlawful. N.H. Rev. Stat. Ann. § 358-A:2.

2245. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the New Hampshire CPA.

2246. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as

defined in N.H. Rev. Stat. § 358-A:2:

- A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- B. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- C. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;
- D. Violating state and federal statutes and regulations relating to the sale of the Subject Vehicles; and/or
- E. Intending to injure competitors and destroy or substantially lessen competition.
- F. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;

2247. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to the Plaintiffs, as Defendants intended. Had they known the truth, the Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2248. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2249. Defendants had an ongoing duty to the Plaintiffs to refrain from unfair and deceptive practices under the New Hampshire CPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from the Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were

contradicted by withheld facts.

2250. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2251. Defendants' violations present a continuing risk to the Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2252. Pursuant to N.H. Rev. Stat. § 358-A:10, the Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the New Hampshire CPA.

**VIOLATIONS OF THE NEW JERSEY CONSUMER FRAUD ACT
(N.J. Stat. Ann. § 56:8-1, *et seq.*)**

2253. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2254. Plaintiffs, David Scales, Joyce Cicone, Charles Lauziere, Michael Carrano, Bastian Schroder, Stephanie Cromley, Kevin Ruehle, Roland Marsh, Zachary M. Marsico, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against all Defendants.

2255. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are "persons" within the meaning of N.J. Stat. Ann. § 56:8-1(d).

2256. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in "sales" of "merchandise" within the meaning of N.J. Stat. Ann. § 56:8-1(c), (e).

2257. The New Jersey Consumer Fraud Act (“New Jersey CFA”) makes unlawful “[t]he act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression, or omission of any material fact with the intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby...” N.J. Stat. Ann. § 56:8-2.

2258. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the New Jersey CFA.

2079. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in the following unfair or deceptive acts or practices as prohibited by N.J. Stat. Ann. § 56:8-2: using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or

omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2259. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2260. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2261. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the New Jersey CFA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2262. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2263. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2264. Pursuant to N.J. Stat. Ann. § 56:8-19, Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the New Jersey CFA.

**VIOLATIONS OF THE NEW MEXICO UNFAIR PRACTICES ACT
(N.M. Stat. Ann. §§ 57-12-1, *et seq.*)**

2265. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2266. Plaintiffs, Heather Aragon, Louie Romero, Jacob Herron, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against all Defendants.

2267. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are "persons" within the meaning of N.M. Stat. Ann. § 57-12-2.

2268. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne are engaged in trade or commerce within the meaning of N.M. Stat. Ann. § 57-12-2.

2269. The New Mexico Unfair Trade Practices Act ("New Mexico UTPA") makes unlawful "a false or misleading oral or written statement, visual description or other representation of any kind knowingly made in connection with the sale, lease, rental or loan of goods or services ... by a person in the regular course of the person's trade or commerce, that may, tends to or does deceive or mislead any person," including but not limited to "failing to state a material fact if doing so deceives or tends to deceive." N.M. Stat. Ann. § 57-12-2(D).

2270. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the New Mexico UTPA.

2271. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the

EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as prohibited by N.M. Stat. Ann. § 57-12-2(D) and § 57-12-2(E):

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- F. Using exaggeration as to a material fact and/or failing to state the material facts concerning the Subject Vehicles in a way that tended to deceive; and/or
- E. Acting in a manner that resulted in a gross disparity between the true value of the Subject Vehicles and the price paid.

2272. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2273. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2274. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the New Mexico UTPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2275. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2276. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2277. Pursuant to N.M. Stat. Ann. § 57-12-10, Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the New Mexico UTPA.

**VIOLATION OF NEW YORK GENERAL BUSINESS LAW § 349
(N.Y. Gen. Bus. Law § 349)**

2278. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2279. Plaintiffs, Arnold Construction Co. Inc., Bert Dodge, Danny Farrell, Dennis Tubridy,

Donald Moore, Erick Lore, Henry Lawson, Jay Printup, John Lazore, John McGarry, Michael Balzhiser, Mike Blizinski, Peter Ammirati, Ray Falk, Don Lange, Gregory Fenstermaker, Joe Elco, Lauren Steff, Norbert Kucharek, Timothy Rosenberg, Stephen Cimilluca, James Johnson & Michael Bolton, John A. Barone, Anthony Barbato, William J. Hoak, III, Donald Scales, Derick Gurney, Jose Mercao, Marcus Aaron Hemsley, Frank Fernandez, LaVerne Brace, Nicholas F. Baglio, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

2280. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning of N.Y. Gen. Bus. Law § 349(h).

2281. The New York Deceptive Acts and Practices Act (“NY DAPA”) makes unlawful “[d]eceptive acts or practices in the conduct of any business, trade or commerce.” N.Y. Gen. Bus. Law § 349.

2282. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the New York DAPA.

2283. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-

world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as prohibited by N.Y. Gen. Bus. Law § 349:

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or
- F. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2284. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2285. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,

because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2286. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the New York DAPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2287. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2288. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2289. Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the New York DAPA.

**VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW § 350
(N.Y. Gen. Bus. Law § 350)**

2290. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2291. Plaintiffs, Arnold Construction Co. Inc., Bert Dodge, Danny Farrell, Dennis Tubridy, Donald Moore, Erick Lore, Henry Lawson, Jay Printup, John Lazore, John McGarry, Michael Balzhiser, Mike Blizinski, Peter Ammirati, Ray Falk, Don Lange, Gregory Fenstermaker, Joe Elco,

Lauren Steff, Norbert Kucharek, Timothy Rosenberg, Stephen Cimilluca, James Johnson & Michael Bolton, John A. Barone, Anthony Barbato, William J. Hoak, III, Donald Scales, Derick Gurney, Jose Mercao, Marcus Aaron Hemsley, Frank Fernandez, LaVerne Brace, Nicholas F. Baglio, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

2292. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in the “conduct of business, trade or commerce,” within the meaning of N.Y. Gen. Bus. Law § 350.

2293. The New York False Advertising Act (“NY FAA”) makes unlawful “[f]alse advertising in the conduct of any business, trade or commerce.” N.Y. Gen. Bus. Law § 350. False advertising includes “advertising, including labeling, of a commodity . . . if such advertising is misleading in a material respect,” taking into account “the extent to which the advertising fails to reveal facts material in light of . . . representations [made] with respect to the commodity” N.Y. Gen. Bus. Law § 350-a.

2294. Defendants caused to be made or disseminated through New York and the United States, through advertising, marketing, and other publications, statements that were untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to Defendants, to be untrue and misleading to consumers, including Plaintiffs.

2295. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and

pervasive consumer communications, the Subject Vehicles' fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357.

2296. Defendants violated the NY FAA by: representing that the Subject Vehicles had characteristics, uses, benefits, and qualities which they do not have; representing that the Subject Vehicles are of a particular standard, quality and grade when they are not; advertising Subject Vehicles with the intent not to sell or lease them as advertised; engaging in other conduct creating a likelihood of confusion or of misunderstanding; and employing concealment, suppression, or omission of material facts in connection with the advertisement and sale of the Subject Vehicles. Defendants knew or should have known that their conduct violated the NY FAA.

2297. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' misrepresentations, deceptions, and their concealment of and failure to disclose material information.

2298. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Defendants' business. Defendants' wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated, both in the State of New York and nationwide.

2299. Pursuant to the NY FAA, Plaintiffs seek injunctive relief, as well as monetary relief against Defendants measured as the greater of (a) actual damages in an amount to be determined at trial, and (b) statutory damages in the amount of \$500 each for Plaintiffs. Because Defendants' conduct was committed willingly and knowingly, Plaintiffs are entitled to recover three times

actual damages, up to \$10,000.

**VIOLATIONS OF THE NORTH CAROLINA
UNFAIR AND DECEPTIVE TRADE PRACTICES ACT
(N.C. Gen. Stat. §§ 75-1.1, *et seq.*)**

2300. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2301. Plaintiffs, David Duncan, Donavin Auld, Jack Terry & Lee Todd, Jose Mejia, Kim Hall, William Wheeler, Andrew Thomas, Harry Potter, Steven Phillip & Pamela Fulford Krol, Ray Reynolds, Gus Demetriades, Kyle Schmitting & Kamile Kevliciute, Carl Lachance, Brian Ellis, Tyrone & April Malambri, Donald Harrell, Calvin D. Burrus, III, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

2302. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning of N.C. Gen. Stat. . § 75-1.1, *et seq.*

2303. FCA’s, Fiat’s, VM Italy’s, VM America’s, Bosch GmbH’s, Bosch LLC’s, and Sergio Marchionne’s acts and practices complained of herein were performed in the course of their trade or business and thus occurred in or affected “commerce,” as defined in N.C. Gen. Stat. § 75-1.1(b).

2304. The North Carolina Unfair and Deceptive Trade Practices Act (“North Carolina UDTPA”) makes unlawful “[u]nfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce[.]” and the North Carolina UDTPA provides a private right of action for any person injured “by reason of any act or thing done by any other person, firm or corporation in violation of” the law. N.C. Gen. Stat. § 75-16.

2305. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the North Carolina UDTPA.

2306. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices prohibited by the North Carolina UDTPA:

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or
- F. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a

material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2307. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2308. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2309. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the North Carolina UDTPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2310. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2311. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2312. Pursuant to N.C. Gen. Stat. § 75-16, Plaintiffs seek an order enjoining Defendants’ unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the North Carolina UDTPA.

**VIOLATION OF THE NORTH DAKOTA CONSUMER FRAUD ACT
(N.D. Cent. Code § 51-15-02)**

2313. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2314. Plaintiffs, Chris Samuelson, Clinton T. McKinney, Michael James Wolbert, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against all Defendants.

2315. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, Plaintiff, and Plaintiffs are “persons” within the meaning of N.D. Cent. Code § 51-15-02(4).

2316. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in the “sale” of “merchandise” within the meaning of N.D. Cent Code 22§§ 51-15-02(3), (5).

2317. The North Dakota Consumer Fraud Act (“North Dakota CFA”) makes unlawful “[t]he act, use, or employment by any person of any deceptive act or practice, fraud, false pretense, false promise, or misrepresentation, with the intent that others rely thereon in connection with the sale or advertisement of any merchandise....” N.D. Cent. Code § 51-15-02.

2318. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the North Dakota CFA.

2319. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed

emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles' fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices prohibited by N.D. Cent. Code § 51-15-02: using or employing deception, fraud, false pretense, false promise or misrepresentation, with intent that others rely thereon, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2320. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2321. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2322. Defendants had an ongoing duty to Plaintiff to refrain from unfair and deceptive practices under the North Dakota CFA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2323. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2324. Defendants' violations present a continuing risk to Plaintiff, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2325. Pursuant to N.D. Cent. Code Ann. §§ 51-15-07 and 51-15-09, Plaintiff seek an order enjoining Defendants' unfair and/or deceptive acts or practices and awarding damages, treble damages, and any other just and proper relief available under the North Dakota CFA.

VIOLATIONS OF THE OHIO CONSUMER SALES PRACTICES ACT
(Ohio Rev. Code §§ 1345.01, *et seq.*)

2326. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2327. Plaintiffs, Bill Bilicki, Gregory Erwin, Jordan Turske, Kimberly Miller, Robert Redman, Ron Hayden & Ashley Suran, Carl Barber, Marc Hopton, Michael Mossison, Steve Young d/b/a Wrecker One, Jason Reigelsperger, Scot McCrea, Ronda Stratton, Ryan Scott, John & Shirley Hecker, Zachary Gordon, Jeffrey A. Stracensky, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against all Defendants.

2328. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, Plaintiff, and Plaintiffs are “persons” within the meaning of Ohio Rev. Code § 1345.01(B). Defendants are so “supplier[s]” as defined by Ohio Rev. Code 2 § 1345.01(C).

2329. Plaintiff are “consumers” within the meaning of Ohio Rev. Code § 1345.01(D), and their purchase and leases of the Subject Vehicles are “consumer transactions” within the meaning of Ohio Rev. Code § 1345.01(A).

2330. The Ohio Consumer Sales Practices Act (“Ohio CSPA”) prohibits unfair or deceptive acts or practices in connection with a consumer transaction. Ohio Rev. Code § 1345.02.

2331. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Ohio CSPA.

2332. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as prohibited by Ohio Rev. Code § 1345.02:

- A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have; and/or
- B. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not.

2333. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2334. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2335. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Ohio CSPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2336. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2337. Defendants' violations present a continuing risk to Plaintiff, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2338. Pursuant to Ohio Rev. Code § 1345.09, Plaintiff seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Ohio CSPA.

**VIOLATIONS OF THE OHIO DECEPTIVE TRADE PRACTICES ACT
(Ohio Rev. Code § 4165.01, *et seq.*)**

2339. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2340. Plaintiffs, Bill Bilicki, Gregory Erwin, Jordan Turske, Kimberly Miller, Robert Redman, Ron Hayden & Ashley Suran, Carl Barber, Marc Hopton, Michael Mossison, Steve Young d/b/a Wrecker One, Jason Reigelsperger, Scot McCrea, Ronda Stratton, Ryan Scott, John & Shirley Hecker, Zachary Gordon, Jeffrey A. Stracensky, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against all Defendants.

2341. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, Plaintiff, and Plaintiffs are "persons" within the meaning of Ohio Rev. Code § 4165.01(D).

2342. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in "the course of [their] business" within the meaning of Ohio Rev. Code § 4165.02(A).

2343. The Ohio Deceptive Trade Practices Act ("Ohio DTPA") makes unlawful deceptive trade practices. Ohio Rev. Code § 4165.02(A).

2344. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Ohio DTPA.

2345. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the

EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-World conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Ohio Rev. Code § 4165.02(A):

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not; and/or
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised.

2346. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2347. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2348. Defendants had an ongoing duty to the Plaintiffs to refrain from unfair and deceptive practices under the Ohio DTPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2349. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2350. Defendants' violations present a continuing risk to Plaintiff, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2351. Pursuant to Ohio Rev. Code §§ 2727.02 and 4165.03, Plaintiff seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Ohio DTPA.

**VIOLATION OF OKLAHOMA CONSUMER PROTECTION ACT
(Okla. Stat. Tit. 15 § 751, *et seq.*)**

2352. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2353. Plaintiffs, Clay Cooper, Don & Jackie Walker, Jimmy & Rene Flippen, John Lance, Randy & Angie Reed, Rex Hale, Robert Theser, Timothy P. Woodson, Wade J. Lackey, Jason Trotter, John Stork, Tony Hutchinson, Angel Huerta, Jeff Kays, Lloyd Howard, Gary & Tracy

McKeever, Steve E. & Sheryl Ridenour, Matthew Litterell, Kim Watson, Allen Wallis, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against all Defendants.

2354. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, Plaintiff, and Plaintiffs are “persons” within the meaning of Okla. Stat. Tit. 15 § 752.1.

2355. At all relevant times, FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are and were engaged in “the course of business” within the meaning of Okla. Stat. Tit. 15 § 753.

2356. The Oklahoma Consumer Protection Act (“Oklahoma CPA”) prohibits numerous unlawful acts, including misleading representations, false advertisements, and false statements. Okla. Stat. Tit. 15 § 753.

2357. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Oklahoma CPA.

2358. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged

in one or more of the following unfair or deceptive acts or practices as defined in Okla. Stat. Tit.

15 § 753:

- A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- B. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not; and/or
- C. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised.

2359. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2360. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2361. Defendants had an ongoing duty to Plaintiff to refrain from unfair and deceptive practices under the Oklahoma CPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2362. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2363. Defendants' violations present a continuing risk to Plaintiff, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2364. Pursuant to Okla. Stat. Tit. 15 § 761.1, Plaintiff seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Oklahoma CPA.

**VIOLATIONS OF THE OREGON UNLAWFUL TRADE PRACTICES
ACT
(Or. Rev. Stat. §§ 646.605, *et seq.*)**

2365. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2366. Plaintiffs, David S. Wergen, Frank & Lisa Meyers, Kris Shepherd, Loren Heideman, Mark Seghetti d/b/a R&B Outdoors, Inc., Chuck McClaugherty, Daniel & Laura Zamora, Donald Wacek, Joey Lea & Mark McVane, Ben Doney, Scott Platko, Colton Warren Shannon, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against all Defendants.

2367. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are "persons" within the meaning of Or. Rev. Stat. § 646.605(4).

2368. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in "trade" or "commerce" within the meaning of Or. Rev. Stat. § 646.605(8).

2369. The Oregon Unfair Trade Practices Act ("Oregon UTPA") prohibits "unlawful practice . . . in the course of . . . business." Or. Rev. Stat. § Ann. 646.608(1).

2370. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Oregon UTPA.

2371. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unlawful practices as defined in 21 Or. Rev. Stat. § 646.608(1):

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not; and/or
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised.

2372. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject

Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2373. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2374. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Oregon UTPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2375. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2376. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2377. Pursuant to Or. Rev. Stat. § 646.638, Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Oregon UTPA.

**VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES
AND CONSUMER PROTECTION LAW
(73 Pa. Stat. Ann. § 201-1, *et seq.*)**

2378. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2379. Plaintiffs, Terrance Piper, Jeffrey Michener, Johnathan Proctor, Ken Sharpe, Morgan Green, Scot Fick, Thomas J. & Gilbert Madonna, Amy McCarthy, Bill Plagianakos, Patti & Robert Fobia, Anthony Stockdale, Russell Grief, Sarah Miller, George Anthony, Angeline & Stephen Connaghan, Duane Gleason, Susan Burkland, Lee & Inna Halpert, Dean Kohanyi, Ricardo C. & Michelle Calla, Travis Ray Burwell, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

2380. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning of 73 Pa. Stat. Ann. § 201-2. (2).

2381. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in “trade” or “commerce” within the meaning of 73 Pa. Stat. Ann. § 201-2(3).

2382. The Pennsylvania Unfair Trade Practices Act (“Pennsylvania UTPA”) prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce” 73 Pa. Stat. Ann. § 201 3.

2383. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Pennsylvania UTPA.

2384. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed

emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles' fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices in violation of 73 Pa. Stat. Ann. § 201-3:

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or
- F. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2385. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2386. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2387. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Pennsylvania UTPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2388. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2389. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2390. Pursuant to 73 Pa. Stat. Ann. § 201-9.2(a), Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive and/or treble damages, and any other just and proper relief available under the Pennsylvania UTPA.

**VIOLATION OF THE RHODE ISLAND DECEPTIVE
TRADE PRACTICES ACT
(R.I. Gen. Laws § 6-13.1, *et seq.*)**

2391. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2392. Plaintiffs, Dennis Begin and all others to be named at a later date, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of Plaintiffs against all Defendants.

2393. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning of R.I. Gen. Laws § 6-13.1-1(3).

2394. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in “trade” or “commerce” within the meaning of R.I. Gen. Laws § 6-13.1-1(5).

2395. The Rhode Island Deceptive Trade Practices Act (“Rhode Island DTPA”) prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce.” R.I. Gen. Laws § 6-13.1-2.

2396. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Rhode Island DTPA.

2397. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and

the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in R.I. Gen. Laws § 6-13.1-1(6):

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised; and/or
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding.

2398. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to the Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2399. Plaintiffs members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to

disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2400. Defendants had an ongoing duty to the Plaintiffs to refrain from unfair and deceptive practices under the Rhode Island DTPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from the Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2401. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2402. Defendants' violations present a continuing risk to the Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2403. Pursuant to R.I. Gen. Laws § 6-13.1-5.2(a), Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Rhode Island DTPA.

**VIOLATIONS OF THE SOUTH CAROLINA UNFAIR TRADE
PRACTICES ACT
(S.C. Code Ann. § 39-5-10, *et seq.*)**

2404. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2405. Plaintiffs, William Johnson, Andrew Steele, Andrew Curtis & Mimi Elizabeth Reid, Christopher Fehr, Danny Hill, James Fox, Jason Downs, Kimela Bryant, Kurtis Melin, Patrick Hair & Angelica Eller, Patrick Diggin, Matthew Deavers, Marko Seget, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against all Defendants.

2406. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning of S.C. Code § 39-5-10(a).

2407. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in “trade” or “commerce” within the meaning of S.C. Code § 39-5-10(b).

2408. The South Carolina Unfair Trade Practices Act (“South Carolina UTPA”) prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce.” S.C. Code § 39-5-20(a).

2409. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the South Carolina UTPA.

2410. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants

engaged in one or more of the following unfair or deceptive acts or practices in violation of S.C.

Code § 39-5-20(a):

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or
- F. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2411. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2412. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2413. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the South Carolina UTPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2414. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2415. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2416. Pursuant to S.C. Code § 39-5-140(a), Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, treble and/or punitive damages, and any other just and proper relief available under the South Carolina UTPA.

**VIOLATIONS OF THE SOUTH CAROLINA REGULATION OF
MANUFACTURERS, DISTRIBUTORS, AND DEALERS ACT
(S.C. Code Ann. § 56-15-10, *et seq.*)**

2417. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2418. Plaintiffs, William Johnson, Andrew Steele, Andrew Curtis & Mimi Elizabeth Reid, Christopher Fehr, Danny Hill, James Fox, Jason Downs, Kimela Bryant, Kurtis Melin, Patrick Hair & Angelica Eller, Patrick Diggin, Matthew Deavers, Marko Seget, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against FCA, Fiat, VM Italy, and VM America.

2419. FCA, Fiat, VM Italy, and VM America are “manufacturer[s]” as set forth in S.C. Code Ann. § 56-15-10(b), as they were engaged in the business of manufacturing or assembling new and unused motor vehicles. FCA and Fiat are also “distributors” and/or “wholesalers” as set forth in S.C. Code Ann. § 56-15-10(g), (p).

2420. The South Carolina Regulation of Manufacturers, Distributors, and Dealers Act (“Manufacturers Act”) prohibits “unfair or deceptive acts or practices” as defined in S.C. Code Ann. § 56-15-40. S.C. Code Ann. § 56-15-30(a). Accordingly, the Manufacturers Act prohibits any manufacturer from engaging in bad faith and unconscionable actions that cause damage to the parties or the public; it also prohibits manufacturers from using false or misleading advertising in connection with their business. S.C. Code Ann. § 56-15-40(1), (3)(d).

2421. FCA, Fiat, VM Italy, and VM America committed unfair or deceptive acts or practices that violated the Manufacturers Act.

2422. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357.

2423. In so doing, Defendants committed bad faith and unconscionable actions including but not limited to: misrepresenting, concealing, and/or failing to disclose the true emissions and performance characteristics of the Subject Vehicles, and failing to disclose the Subject Vehicles' defective emissions control systems.

2424. Defendants also violated the Manufacturers' Act by using false and misleading advertisements in connection with the sale and lease of Subject Vehicles. As alleged above, Defendants made numerous material statements about the safety, cleanliness, efficiency and reliability of the Subject Vehicles that were either false or misleading. Each of these statements—and the failure to disclose the truth—contributed to the deceptive context of Defendants' unlawful advertising and representations as a whole. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell— would have paid significantly less for them.

2425. Pursuant to S.C. Code Ann. § 56-15-110(2), Plaintiff brings this action on behalf of themselves, as the action is one of common or general interest to many persons and the parties are too numerous to bring them all before the court.

2426. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2427. Plaintiffs are entitled to double their actual damages, the cost of the suit, attorney's fees pursuant to S.C. Code Ann. § 56-15-110. Plaintiff also seeks injunctive relief under S.C. Code Ann. § 56-15-110. Plaintiff also seeks treble damages because the Defendants acted maliciously.

**VIOLATION OF THE SOUTH DAKOTA
DECEPTIVE TRADE PRACTICES AND
CONSUMER PROTECTION LAW
(S.D. Codified Laws § 37-24-6)**

2428. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2429. Plaintiffs, Chad Kaltenbach, Mike Stevens, Randy Sturzenbecher, Jon Elsasser, Scott Jones, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

2430. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning of S.D. Codified Laws § 37-24-1(8).

2431. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in “trade” or “commerce” within the meaning of S.D. Codified Laws § 37-24-1(13).

2432. The South Dakota Deceptive Trade Practices and Consumer Protection (“South Dakota CPA”) prohibits “deceptive acts or practices, which are defined to include “[k]nowingly act, use, or employ any deceptive act or practice, fraud, false pretense, false promises, or misrepresentation or to conceal, suppress, or omit any material fact in connection with the sale or advertisement of any merchandise, regardless of whether any person has in fact been misled, deceived, or damaged thereby.” S.D. Codified Laws § 37-24-6(1).

2433. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the South Dakota CPA.

2434. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and

the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants used or employed deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles.

2435. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2436. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2437. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the South Dakota CPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from

Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2438. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2439. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2440. Pursuant to S.D. Codified Laws § 37-24-31, Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages and any other just and proper relief available under the South Dakota CPA.

**VIOLATIONS OF TENNESSEE CONSUMER
PROTECTION ACT OF 1977
(Tenn. Code Ann. § 47-18-101, *et seq.*)**

2441. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2442. Plaintiffs, Deborah & Calvin Stafford, Richard Bradley, Thomas Kosinski, Alan Wright, Nathan Hale, Blenda Bowman, Christopher Vigil, Greg Gaskins, Kent Hall, Nathan Townsend (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against all Defendants.

2443. Plaintiffs are "natural persons" and "consumers" within the meaning of Tenn. Code § 47-18-103(2).

2444. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in "trade" or "commerce" or "consumer transactions" within the meaning Tenn. Code § 47-18-103(9).

2445. The Tennessee Consumer Protection Act (“Tennessee CPA”) prohibits “unfair or deceptive acts or practices affecting the conduct of any trade or commerce.” Tenn. Code § 47-18-104.

2446. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Tennessee CPA.

2447. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Tenn. Code § 47-18-104:

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;

- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised; and/or
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding.

2448. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2449. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2450. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Tennessee CPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2451. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2452. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2453. Pursuant to Tenn. Code §§ 47-18-109, 47-18-109, and 47-18-109(a)(3), Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, treble or punitive damages, and any other just and proper relief available under the Tennessee CPA.

**VIOLATIONS OF THE DECEPTIVE TRADE
PRACTICES ACT – CONSUMER PROTECTION ACT
(Tex. Business & Commercial Code §§ 17.41, *et seq.*)**

2454. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2455. Plaintiffs, to be named at a later date, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

2456. Plaintiffs are individuals, partnerships, or corporations with assets of less than \$25 million (or are controlled by corporations or entities with less than \$25 million in assets), *see* Tex. Bus. & Com. Code § 17.41, and are therefore “consumers” pursuant to Tex. Bus. & Com. Code § 17.45(4).

2457. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are “person[s]” within the meaning of Tex. Bus. & Com. Code § 17.45(3).

2458. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in “trade” or “commerce” or “consumer transactions” within the meaning Tex. Bus. & Com. Code § 17.46(a).

2459. The Texas Deceptive Trade Practices – Consumer Protection Act (“Texas DTPA”) prohibits “false, misleading, or deceptive acts or practices in the conduct of any trade or commerce,” Tex. Bus. & Com. Code § 17.46(a), and an “unconscionable action or course of action,” which means “an act or practice which, to a consumer’s detriment, takes advantage of the

lack of knowledge, ability, experience, or capacity of the consumer to a grossly unfair degree.”

Tex. Bus. & Com. Code §§ 17.45(5) and 17.50(a)(3).

2460. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Texas DTPA.

2461. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Tex. Bus. & Com. Code § 17.46(a):

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not; and/or
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised.

2462. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2463. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2464. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Texas DTPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2465. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2466. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2467. Pursuant to Tex. Bus. & Com. Code §§ 17.50 and 17.50(b)(1), Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Texas DTPA.

2468. On June 25, 2018, August 25, 2018, October 2, 2018 and/or October 15, 2018, a notice letter was sent to FCA US LLC complying with Tex. Bus. & Com. Code § 17.505(a). All Defendants were provided notice of the issues raised in this count and this Complaint by the governmental investigations, the numerous complaints filed against them, and the many individual notice letters sent by Plaintiffs within a reasonable amount of time after the allegations of Subject Vehicle defects became public. Because Defendants failed to remedy their unlawful conduct within the requisite time period, Plaintiffs seek all damages and relief to which Plaintiffs are entitled.

**VIOLATION OF UTAH CONSUMER SALES PRACTICES ACT
(Utah Code Ann. § 13-11-1, *et seq.*)**

2469. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2470. Plaintiffs, Robert J. Phillips, Marie & Verl Robbins, Teaguer Terrell, Nick Butters, Howard James Garel, Robert Morris, Gary Riddle, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against Fiat and FCA.

2471. FCA and FIAT are “supplier[s]” within the meaning of Utah Code § 13-11-3(6).

2472. Plaintiff are “persons” under Utah Code § 13-11-3(5).

2473. The sales and leases of the Subject Vehicles to the Plaintiffs were “consumer transactions” within the meaning of Utah Code § 13-11-3(2).

2474. The Utah Consumer Sales Practices Act (“Utah CSPA”) makes unlawful any “deceptive act or practice by a supplier in connection with a consumer transaction.” Utah Code § 13-11-4. “An unconscionable act or practice by a supplier in connection with a consumer transaction” also violates the Utah CSPA. Utah Code § 13-11-5.

2475. In connection with a consumer transaction, Fiat and FCA, through their agents, employees, and/or subsidiaries, violated the Utah CSPA.

2476. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, Fiat and FCA engaged in one or more of the following unfair or deceptive acts or practices as defined in Utah Code § 13-11-4:

- A. Indicating that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- B. Indicating that the Subject Vehicles are of a particular standard, quality and grade when they are not; and/or
- C. Indicating that the Subject Vehicles were supplied in accordance with Defendants’ prior representations, although they were not as represented.

2477. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants’ concealment, misrepresentations, and/or failure to disclose material information.

2478. Defendants’ violations present a continuing risk to Plaintiff, as well as to the general public. Defendants’ unlawful acts and practices complained of herein affect the public interest.

2479. Plaintiffs seek an order enjoining Defendants’ unfair and/or deceptive acts or practices, and awarding damages and any other just and proper relief available under the Utah

CSPA.

VIOLATION OF UTAH TRUTH IN ADVERTISING LAW
(Utah Code Ann. § 13-11a-1, *et seq.*)

2480. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2481. Plaintiff, Robert J. Phillips, Marie & Verl Robbins, Teaguer Terrell, Nick Butters, Howard James Garel, Robert Morris, Gary Riddle, (for the purpose of this section, “Plaintiff”) brings this action on behalf of themselves against all Defendants.

2482. Plaintiffs, FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are “person[s]” within the meaning of Utah Code § 13-11a- 1(7).

2483. Utah’s Truth In Advertising law makes unlawful any deceptive practice undertaken in the course of a person’s business. Utah Code § 13-11a-3.

2484. In the course of their business, FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated Utah Truth In Advertising Law.

2485. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components

that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Utah Code § 13-11a-3:

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised; and/or
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding about the true characteristics of the Subject Vehicles.

2486. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2487. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2488. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose

all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2489. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2490. Defendants' violations present a continuing risk to Plaintiff, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2491. Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices pursuant to Utah Code Ann. § 13-11a-4, and awarding damages, punitive damages, and any other just and proper relief available under the Utah Truth In Advertising law.

VIOLATION OF VERMONT CONSUMER PROTECTION ACT
(Vt. Stat. Ann. Tit. 9, § 2451 *et seq.*)

2492. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2493. Plaintiffs, David Meurier and those to be named at a later date, (for the purpose of this section, "Plaintiff") brings this action on behalf of the Plaintiffs against all Defendants.

2494. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne and Plaintiffs are "persons" within the meaning of Vt. Stat. Tit. 9, § 2451a(a). Plaintiffs are "consumers" within the meaning of Vt. Stat. Tit. 9, § 2451a(a).

2495. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in "commerce" within the meaning of Vt. Stat. Tit. 9, § 2453(a).

2496. The Vermont Consumer Protection Act ("Vermont CPA") prohibits "[u]nfair

methods of competition in commerce and unfair or deceptive acts or practices in commerce....”

Vt. Stat. Tit. 9, § 2453(a).

2497. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Vermont CPA.

2498. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices in violation of Vt. Stat. Tit. 9, § 2453(a):

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;

- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or
- F. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2499. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to the Plaintiffs, as Defendants intended. Had they known the truth, the Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2500. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2501. Defendants had an ongoing duty to the Plaintiffs to refrain from unfair and deceptive practices under the Vermont CPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from the Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2502. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2503. Defendants' violations present a continuing risk to the Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2504. Pursuant to Vt. Stat. Tit. 9, § 2461(b), the Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, exemplary damages, and any other just and proper relief available under the Vermont CPA.

**VIOLATIONS OF THE VIRGINIA CONSUMER PROTECTION ACT
(Va. Code Ann. §§ 59.1-196, *et seq.*)**

2505. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2506. Plaintiffs, Arturo Nieves, Carl Davis, Samantha Mountford & Darrin Illges, David Mitchell, James F. Emerson, Jr., Alan Stcy, Steven Seaberg, Michael Sherfey, Bruce & Vickie Sulc, Kevin Keefer, David Irwin Antokal, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against all Defendants.

2507. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are "persons" within the meaning of Va. Code § 59.1-198.

2508. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne are "supplier[s]" within the meaning of Va. Code § 59.1-198.

2509. The Virginia Consumer Protection Act ("Virginia CPA") makes unlawful "fraudulent acts or practices." Va. Code § 59.1-200(A).

2510. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Virginia CPA.

2511. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the

EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Va. Code § 59.1-200(A):

- A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- B. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not; and/or
- C. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised.

2512. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2513. Plaintiffs had no way of discerning that Defendants’ representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose,

because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2514. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Virginia CPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2515. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2516. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2517. Pursuant to Va. Code § 59.1-204(A)–(B), Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Virginia CPA.

**VIOLATIONS OF THE WASHINGTON CONSUMER PROTECTION ACT
(Wash. Rev. Code Ann. §§ 19.86.010, *et seq.*)**

2518. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2519. Plaintiffs, Dylan Dzuck, Gary & Lauri Rowland, Mike McCloskey, Paul Kearney, Richard Gange, Scot Milne, Donald & Linda Lamson, Robert & Reena Carnes, Rick Nash, Sergey Oleynik, Brad & Kelli Erickson, Ralph Coers, Bo-Michael M. Apele, Brad Robertson, Matthew Dean, (for the purpose of this section, "Plaintiffs") bring this action on behalf of themselves against all Defendants.

2520. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are “persons” within the meaning of Wash. Rev. Code §19.86.010(2).

2521. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Marchionne are engaged in “trade” or “commerce” within the meaning of Wash. Rev. Code § 19.86.010(1).

2522. The Washington Consumer Protection Act (“Washington CPA”) makes unlawful “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Wash. Rev. Code § 19.86.020.

2523. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Washington CPA.

2524. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices in violation of Wash. Rev. Code § 19.86.020:

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or
- F. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2525. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2526. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2527. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Washington CPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control

system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts. 2055. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2528. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2529. Pursuant to Wash. Rev. Code § 19.86.090, Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, treble damages, and any other just and proper relief available under the Washington CPA.

**VIOLATIONS OF THE CONSUMER CREDIT AND PROTECTION ACT
(W. Va. Code § 46A-1-101, *et seq.*)**

2530. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2531. Plaintiffs, Jeffrey Cook, Gregory Burnette, D.O., Thomas Taylor, Dustin Louden, Jerry Barnett, Brianna Clay, Roger Workman, Sage Seifert, Brandon Saddler, Mike Rumney, Jody & Cindy Danielson, Emily Blankenship, Jackie Lynn Clark, Jr., James Slone, (for the purpose of this section, "Plaintiffs") bring this action on behalf of the Plaintiffs against all Defendants.

2532. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, and Plaintiffs are "persons" within the meaning of W. Va. Code § 46A-1-102(31). The Plaintiffs are "consumers" within the meaning of W. Va. Code §§ 46A-6-102(2) and 46A-1-102(12).

2533. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are engaged in "trade" or "commerce" within the meaning of W. Va. Code § 46A-6-102(6).

2534. The West Virginia Consumer Credit and Protection Act (“West Virginia CCPA”) makes unlawful “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” W. Va. Code § 46A-6-104.

2535. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the West Virginia CCPA.

2536. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in W. Va. Code § 46A-6-102(7):

- A. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Subject Vehicles;
- B. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- C. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;

- D. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised;
- E. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or
- F. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Subject Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

2537. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to the Plaintiffs, as Defendants intended. Had they known the truth, the Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2538. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2539. Defendants had an ongoing duty to the Plaintiffs to refrain from unfair and deceptive practices under the West Virginia CCPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from the Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2540. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2541. Defendants' violations present a continuing risk to the Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2542. Pursuant to W. Va. Code § 46A-6-106(a), the Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages and any other just and proper relief available under the West Virginia CCPA.

2543. On November 28, 2017, a notice letter was sent to FCA US LLC complying with W. Va. Code § 46A-6-106(c). A second notice letter was sent to FCA US LLC and Fiat Chrysler complying with W. Va. Code § 46A-6-106(c) on January 17, 2017. Additionally, all Defendants were provided notice of the issues raised in this count and this Complaint by the governmental investigations, the numerous complaints filed against them, and the many individual notice letters sent by Plaintiffs within a reasonable amount of time after the allegations of Subject Vehicle defects became public. Because Defendants failed to remedy their unlawful conduct within the requisite time period, Plaintiff seek all damages and relief to which the West Virginia State Plaintiffs are entitled.

**VIOLATIONS OF THE WISCONSIN
DECEPTIVE TRADE PRACTICES ACT
(Wis. Stat. § 100.18)**

2544. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2545. Plaintiffs, Michael Barton Batman, Dan Healy, James Bell, Jared Korn, Jeffrey Weier, Brian Lewandowski, Greg Griebel, Robert Anderson, Jared Nagel, Al Schellinger, Dion Kampa, Steve G. Parnitzke, Glenn Stahl, Jamie Walker, Cale & Jami Duerstein, Christopher

Rivera, (for the purpose of this section, “Plaintiffs”) bring this action on behalf of themselves against all Defendants.

2546. Plaintiffs are members of “the public” and Plaintiffs are “persons” within the meaning of Wis. Stat. § 100.18(1).

2547. FCA, VM Italy, VM America, Bosch GmbH, Bosch LLC, and Sergio Marchionne are a “person, firm, corporation or association” within the meaning of Wis. Stat. § 100.18(1).

2548. The Wisconsin Deceptive Trade Practices Act (“Wisconsin DTPA”) makes unlawful any “representation or statement of fact which is untrue, deceptive or misleading.” Wis. Stat. § 100.18(1).

2549. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Sergio Marchionne, through their agents, employees, and/or subsidiaries, violated the Wisconsin DTPA.

2550. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged

in one or more of the following unfair or deceptive acts or practices as defined in Wis. Stat. § 100.18(1):

- A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- B. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not; and/or
- C. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised.

2551. Defendants' scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiffs, as Defendants intended. Had they known the truth, Plaintiffs would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles' true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2552. Defendants had an ongoing duty to Plaintiffs to refrain from unfair and deceptive practices under the Wisconsin DTPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiffs, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2553. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2554. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs

did not, and could not, unravel Defendants' deception on their own.

2555. Defendants' violations present a continuing risk to Plaintiffs, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2556. Pursuant to Wis. Stat. § 100.18(11)(b)(2), Plaintiffs seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Wisconsin DTPA.

VIOLATION OF THE WYOMING CONSUMER PROTECTION ACT
(Wyo. Stat. §§ 40-12-101, *et seq.*)

2557. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

2558. Plaintiffs, Jason Royer, Beverley Gayle VanArkel, James B. Valliere, Anthony Knezovich, Rick Stone, Calvin C. Taylor, Wayne & Becky Bennett, (for the purpose of this section, "Plaintiff") brings this action on behalf of themselves against all Defendants.

2559. FCA, Fiat, VM Italy, VM America, Bosch GmbH, Bosch LLC, Sergio Marchionne, Plaintiff, members and Plaintiffs are "persons" within the meaning of Wyo. Stat. § 40-12-102(a)(i).

2560. The Subject Vehicles are "merchandise" pursuant to Wyo. Stat. § 40-12-102(a)(vi).

2561. Each sale or lease of a Subject Vehicle to a Plaintiff was a "consumer transaction" as defined by Wyo. Stat. § 40-12-102(a)(ii). These consumer transactions occurred "in the course of [Defendants'] business" under Wyo. Stat. § 40-12-105(a).

2562. The Wyoming Consumer Protection Act ("Wyoming CPA") prohibits deceptive trade practices. Wyo. Stat. § 40-12-105(a).

2563. In the course of their business, Defendants Fiat Chrysler, VM Motori, Bosch, and Marchionne, through their agents, employees, and/or subsidiaries, violated the Wyoming CPA.

2564. As detailed in the common law fraud allegations: (1) Fiat Chrysler affirmatively misrepresented the environmental friendliness and emissions of the Subject Vehicles through the

EcoDiesel badge—a material fact that was false because the Defendants developed and installed emission cheating components in the Subject Vehicles that caused them to pollute excessively in real-world conditions; (2) Fiat Chrysler touted, through the EcoDiesel badge and uniform and pervasive consumer communications, the Subject Vehicles’ fuel efficiency and performance, and the Defendants concealed that the fuel efficiency and performance could be achieved only through emission control devices in the Subject Vehicles that caused them to pollute excessively in real-world conditions; and (3) the Defendants developed and installed emission cheating components that caused the Subject Vehicles to pollute excessively in real-world conditions, and fraudulently concealed that fact from regulators and Plaintiffs alike. *See, e.g.*, ¶¶ 149-216; 337-357. In so doing, and by marketing, offering for sale, and selling the defective Subject Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in Wyo. Stat. §§ 40-12-105(a):

- A. Representing that the Subject Vehicles have approval, characteristics, uses, or benefits that they do not have;
- B. Representing that the Subject Vehicles are of a particular standard, quality and grade when they are not;
- C. Advertising the Subject Vehicles with the intent not to sell or lease them as advertised; and/or
- D. Engaging in other conduct which created a likelihood of confusion or of misunderstanding.

2565. Defendants’ scheme and concealment of the true characteristics of the EcoDiesel® emission control system were material to Plaintiff, as Defendants intended. Had they known the truth, Plaintiff would not have purchased or leased the Subject Vehicles, or—if the Subject Vehicles’ true nature had been disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid significantly less for them.

2566. Plaintiffs had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose, because Defendants' emission control software was extremely sophisticated technology. Plaintiffs did not, and could not, unravel Defendants' deception on their own.

2567. Defendants had an ongoing duty to Plaintiff to refrain from unfair and deceptive practices under the Wyoming CPA in the course of their business. Specifically, Defendants owed Plaintiffs a duty to disclose all the material facts concerning the EcoDiesel® emission control system because they possessed exclusive knowledge, they intentionally concealed it from Plaintiff, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

2568. Plaintiffs suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

2569. Defendants' violations present a continuing risk to Plaintiff, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

2570. Pursuant to Wyo. Stat. §§ 40-12-108(a) and 40-12-108(b), Plaintiff seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and awarding damages, punitive damages, and any other just and proper relief available under the Wyoming CPA.

2571. On June 25, 2018, August 23, 2018, August 25, 2018, September 20, 2018, September 25, 2018 and/or October 1, 2018, a notice letter was sent to FCA US LLC complying with Wyo. Stat. § 40-12-109. All Defendants were provided notice of the issues raised in this count and this Complaint by the governmental investigations, the numerous complaints filed against them, and the many individual notice letters sent by Plaintiffs within a reasonable amount of time

after the allegations of Subject Vehicle defects became public. Because Defendants failed to remedy their unlawful conduct within the requisite time period, Plaintiff seek all damages and relief to which Plaintiffs are entitled.

III. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court enter judgment in their favor and against Defendants, as follows:

- A. A declaration that any applicable statutes of limitation are tolled due to the fraudulent concealment alleged in this complaint, and that Defendants are estopped from relying on any statutes of limitations in defense;
- B. An order enjoining Defendants from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint;
- C. Injunctive and equitable relief in the form of a comprehensive program to repair, modify, and/or buy back all Subject Vehicles, and to fully reimburse and make whole all Plaintiffs for all costs and economic losses, and degradation of mileage performance, durability, and reliability that the Subject Vehicles could incur by being brought into compliance with federal and state law;
- D. Environmental reparations, mitigation, and remediation to offset the harm caused by the Subject Vehicles, based on the mileage driven by all Subject Vehicles and/or other appropriate measures of environmental harm;
- E. Costs, restitution, compensatory damages for economic loss and out-of-pocket costs, treble damages under Civil RICO, multiple damages under applicable states' laws, punitive and exemplary damages under applicable law;

- F. As a result of Defendants' conduct, all Plaintiffs have suffered actual damages, including direct, consequential and incidental damages. All Plaintiffs seek to recover any diminishment in value (the difference at the time and place of acceptance between the value of their vehicles as and when accepted and the value as warranted or represented) and additional damages under available State law for Defendant's knowing and intentional violations;
- G. As a result of Defendants' conduct, all Plaintiffs have suffered actual damages, including direct, consequential and incidental damages in an amount within the jurisdictional limited of this Court. Moreover, FCA has been unjustly enriched by profiting from their fraudulent and deceptive practices which led to the purchase. All Plaintiffs seek to recover the fraudulently obtained profits earned by FCA on each sale, and additional damages available under the State laws for FCA's said knowing and intentional violations;
- H. Rescission of all Subject Vehicle purchases or leases, including reimbursement and/or compensation of the full purchase price of all Subject Vehicles, including taxes, licenses, and other fees;
- I. A determination that Defendants are financially responsible for all Plaintiffs notice and administration of Plaintiffs relief;
- J. Any and all applicable statutory and civil penalties;
- K. An order requiring Defendants to pay both pre- and post-judgment interest on any amounts awarded;
- L. An award of costs and attorneys' fees;
- M. Leave to amend this Complaint to conform to the evidence produced in discovery and at trial; and

N. Such other or further relief as the Court may deem appropriate, just, and equitable.

DEMAND FOR JURY TRIAL

The Plaintiffs herein demand a trial by jury on all Counts and as to all issues.

Dated: December 11, 2018

Respectfully submitted,

STERN LAW, PLLC

/s/ Kenneth A. Stern

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