

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT OF QUEBEC
(CLASS ACTION)

No.: 500-06-001342-241

N. A.
-and-
C. L.

Plaintiffs

vs.

FCA CANADA INC.
-and-
FCA US LLC

Defendants

**RE-AMENDED APPLICATION FOR AUTHORIZATION TO INSTITUTE A
CLASS ACTION**
(Articles 574 C.C.P. and following)

TO ONE OF THE HONORABLE JUSTICES OF THE SUPERIOR COURT OF
QUEBEC, SITTING IN AND FOR THE DISTRICT OF MONTREAL, THE
PLAINTIFFS STATE THE FOLLOWING:

Introduction:

1. Plaintiffs wish to institute a class action on behalf of the following Group of which they are a member:

All persons in (...) Quebec who own, owned, lease, leased and/or used one or more of the **Subject Vehicles**, namely:

- 2020-2024 Jeep Wrangler plug-in hybrid electric vehicle;
- 2022-2024 Jeep Grand Cherokee plug-in hybrid electric vehicle;

or any other Group(s) or Sub-Group(s) to be determined by the Court.

(hereinafter referred to as the “**Plaintiff(s)**”, the “**Class Member(s)**”, the “**Class**”, the “**Group Member(s)**”, the “**Group**”, the “**consumer(s)**”).

2. Plaintiffs communicate herewith a copy of the *Registraire des entreprises* (CIDREQ) report on Defendant FCA Canada Inc. (hereinafter “**FCA Canada**”), as **Exhibit P-1**.
3. Plaintiffs communicate extracts from the Defendant FCA US LLC (hereinafter “**FCA US**”) websites, together with a copy of the State of Delaware, Division of Corporation Entity details report and a copy of the Search summary of the State of Michigan Corporation Division regarding Defendant FCA US LLC, *en liasse*, as **Exhibit P-2**.
4. The Defendants will sometimes collectively be referred to as “**FCA**” hereinbelow.
5. At all material times to the cause of action herein, Defendant FCA Canada was and is a wholly owned and/or controlled subsidiary of the Defendant FCA US, which, *inter alia*, designs, manufacturers, tests, assembles, markets, distributes, supplies, sells and/or leases the Subject Vehicles, in Canada and within the Province of Quebec, as more fully detailed below.
6. At all material times to the cause of action herein, Defendants shared the common purpose of, *inter alia*, designing, developing, manufacturing, testing, assembling, marketing, advertising, distributing, supplying, selling and/or leasing the Subject Vehicles in Canada and within the Province of Quebec. Further, the business and interests of the Defendants are interwoven with that of the other, such that each is the agent of the other.
7. The “**Subject Vehicles**” means the model year 2020-2024 Jeep Wrangler plug-in hybrid electric vehicles (PHEV) and the model year 2022-2024 Jeep Grand Cherokee plug-in hybrid electric vehicles (PHEV), designed, manufactured, tested, assembled, marketed, advertised, distributed, leased and/or sold by Defendants FCA, which are equipped with a high-voltage battery which may fail internally and lead to a vehicle fire while parked or driving. Plaintiffs reserve the right to amend these proceedings in order to include any other vehicle models sold by Defendants which have the same defect.

The situation:

8. This case concerns a concealed, dangerous and lingering defects in over 14,000 Subject Vehicles in Canada (with over 154,000 similar vehicles in the USA), namely plug-in hybrid electric vehicles (PHEV) which were designed, manufactured, marketed, and sold by FCA.
9. FCA marketed these plug-in hybrid Subject Vehicles as safe, reliable, and high performing vehicles that remained true to the rugged Jeep image and performance, while avoiding the gas guzzling propensities of other SUVs before it. Plaintiffs and the Class Member paid a substantial premium (between \$10,000 and \$20,000 plus taxes, *à parfaire*) for the Subject Vehicles, compared to similar models that were not plug-in hybrids.
10. What FCA failed to disclose, however, is that the Subject Vehicles have a dangerous and defective high-voltage hybrid battery system that can cause, and has in fact caused, vehicle fires and explosions (the “**Defect(s)**”).
11. The Defect has not only put Plaintiffs and Class Members in danger, as detailed herein, it has also deprived these consumers of the proper and normal use of their vehicles and of the very fuel efficiency and other benefits FCA touted.
12. Despite knowing of the serious safety risks from the Defect, FCA sold and leased the Subject Vehicles to Plaintiffs and Class Members without disclosing the Defect, and it still has not yet addressed the root cause of the Defect, nor has FCA bought back the Subject Vehicles from the Class Members.
13. Plaintiffs brings this class action on behalf of themselves and the proposed Class of owners, lessees and users of a Subject Vehicle, to hold FCA accountable for its defective products and the damages these consumers, owners, lessees or users have incurred as a result, including without limitation the decrease in value of the vehicle, gas costs, transportation costs, parking charges, parking tickets, towing costs, repair costs, aggravation, inconvenience, fear, stress, loss of time, etc.

14. The Defect exposes Plaintiffs and Class Members, as well as the public at large, to an unreasonable risk of accident, injury, death, or property damage from Subject Vehicles that can catch fire while driving or, more commonly, while parked and charging.
15. The serious danger from the Defect is real and ongoing.

THE REPEATED USELESS RECALLS BY FCA

16. On or about November 22 and 23, 2023, FCA issued safety recall bearing FCA recall number B9A (and the National Highway Traffic Safety Administration in the USA (“**NHTSA**”) recall number 23V-787), copies of which are attached hereto as **Exhibit P-3 en liasse**, which only concerned some but not all of the Subject Vehicles, namely certain 2021-2023 Jeep Wrangler Plug-In Hybrid Electric Vehicles (PHEVs), and in which FCA confirmed and admitted the following:

“New Safety Recall Advanced Communication – B9A

FCA US LLC (FCA US) has announced a safety recall on certain 2021-2023 model year (JL) Jeep® Wrangler Plug-In Hybrid Electric Vehicles (PHEVs).

REASON FOR THIS SAFETY RECALL

Some of the above vehicles may have a High Voltage (HV) battery which may fail internally. The defect has not been identified and the root cause is still being investigated. An internally failed HV battery could lead to a vehicle fire with the ignition on or off. A vehicle fire can result in increased risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage. Customers are advised to refrain from recharging these vehicles and not to park them inside of buildings or structures, or near other vehicles until the vehicle has the final repair completed.

SERVICE ACTION

FCA US will conduct a voluntary safety recall on all affected vehicles. Remedy will be a software flash on the HV battery pack and if a DTC sets, the pack will be replaced. The remedy for this condition is not currently available. Dealers will be notified of the launch of this safety recall by way of established communication methods. This recall is estimated to

launch in 1st Quarter of 2024. We ask that you please take the time to ensure that your personnel are aware of this communication and are prepared to execute a customer friendly process for inquiries regarding involved vehicles.

Customer Services Field Operations

FCA US LLC"

"Chronology:

- On May 12, 2023, the FCA US LLC ("FCA US") Technical Safety and Regulatory Compliance ("TSRC") organization opened an investigation after receiving two field reports of 2021 MY Jeep Wrangler PHEVs with fires originating from the HV battery.
- In May 2023, FCA US requested buybacks of both vehicles for further analysis.
- From May 2023, to September 2023, FCA US received five additional reports of 2021-2022 MY Jeep Wrangler PHEVs with fires originating from the HV battery and requested buybacks of these vehicles for further analysis.
- In October 2023, FCA US received two vehicle buybacks and have disassembled the HV battery packs. The modules and cells are undergoing additional analysis.
- As of November 9, 2023, FCA US is aware of zero customer assistance records, zero warranty claims, and eight field reports potentially relating to this issue for all markets with dates of receipt ranging from April 6, 2023, to November 02, 2023.
- As of November 9, 2023, FCA US is not aware of any accidents or injuries potentially relating to this issue for all markets.
- On November 16, 2023, FCA US determined, through the Vehicle Regulations Committee, to conduct a voluntary safety recall of the affected vehicles."

17. As appears from this B9A safety recall, FCA admitted the following:

- a) That the high voltage batteries in the Subject Vehicles may fail internally;
- b) That the remedy to the Defect has not been identified by FCA;
- c) That FCA is still investigating the root cause of the Defect;

- d) That an internally failed high voltage battery could lead to a vehicle fire with the ignition on or off, and that FCA was aware of multiple cases of fires in question;
 - e) That a vehicle fire can result in increased risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage;
 - f) That customers are advised to refrain from recharging the Subject Vehicles;
 - g) That customers are not to park the Subject Vehicles inside of buildings or structures, or near other vehicles until the Subject Vehicle has the final repair completed (repairs FCA still has no idea how to accomplish);
 - h) That the remedy for this condition (Defect) is not currently available.
18. As mentioned above, FCA in its B9A recall had not determined the root cause of this serious safety Defect and FCA did not know how to remedy this Defect. In addition, FCA was not buying back the Subject Vehicles from the Class Members, merely instructed them to no longer benefit from the very important benefit of a plug-in hybrid vehicle, namely plugging it in in order to charge the battery and save on gas costs.
19. In addition, FCA was forcing the owners/users of the Subject Vehicles (if they were actually informed of this important safety issue at all) to no longer park their Subject Vehicle inside a building or next to another vehicle. This is a very important inconvenience, which can cause many damages, including without limitation aggravation, loss of time, stress, fear, etc., and out-of-pocket costs and damages for the Class Members, including without limitation parking costs, parking tickets costs, alternative transportation costs, taxi costs, uber and other ride sharing costs, snow removal costs, etc.
20. At the same time as issuing this B9A recall in the USA, FCA issued the equivalent Transport Canada recall, here in Canada, bearing Transport Canada recall number 2023-627, the whole as more fully appears from a copy of said Transport Canada Recall 2023-627, a copy of which is communicated

herewith as **Exhibit P-4**.

21. As appears from this P-4 Transport Canada recall number 2023-627, there were apparently 3,856 model year 2021-2023 Jeep Wrangler PHEV Subject Vehicles in Canada. In addition, the said Transport Canada Recall confirms the following:

“Issue:

On certain Wrangler 4xe plug-in hybrid electric vehicles (PHEV), there could be a problem inside the high-voltage battery that can cause a fire, even while parked with the ignition off.

Safety Risk:

The vehicle could catch fire, even while parked and turned off.

Corrective Actions:

FCA Canada will notify owners by mail and advise you to take your vehicle to a dealership to update the high-voltage battery pack software. If necessary, the battery pack will be replaced. FCA advises not to charge your vehicle, and to park it outdoors and away from other vehicles or structures until the recall repairs have been completed.”

22. Accordingly, the only partial band-aid “remedy” FCA could come up with for this very serious safety Defect was to merely “update the high-voltage battery pack software” or replace the battery pack with an equally defective battery pack in some cases. As we will see below, this was completely useless and ineffective since FCA did not know how to actually address this important safety Defect (and still does not know).
23. Indeed, approximately 10 months after issuing this FCA B9A safety recall in the USA and Canada, FCA was still unable to address or remedy the Defect and in fact, FCA issued a broader subsequent recall including even more model years of the Jeep Wrangler PHEV vehicles and including the Jeep Grand Cherokee PHEV vehicles as well, therefore covering all Subject Vehicles in the present class action to date.
24. In this regard, on or about September 27 and 28, 2024, FCA issued safety

recall bearing FCA recall number 95B (and the NHTSA recall number 24V-720), copies of which are attached hereto as **Exhibit P-5 en liasse**, in which FCA confirmed and admitted the following:

“New Safety Recall Advanced Communication – 95B

FCA US LLC (FCA US) has announced a safety recall on certain 2020 - 2024 model year (JL) Jeep Wrangler and 2022 - 2024 model year (WL) Jeep Grand Cherokee Plug-In Hybrid Electric Vehicles (PHEVs).

REASON FOR THIS SAFETY RECALL

Some of the above vehicles may have been built with a battery pack which contains cells which are susceptible to separator damage. Separator damage, combined with other complex interactions within the cells, may lead to a vehicle fire. A vehicle fire can result in increased risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage. Vehicle risk is reduced when the battery charge level is depleted. Accordingly, owners are advised to refrain from recharging. Out of an abundance of caution, FCA US is also advising owners of these vehicles to park away from structures or other vehicles until the remedy is obtained.

SERVICE ACTION

FCA US will conduct a voluntary safety recall on all affected vehicles. Remedy is a software flash followed by a HV battery replacement if needed. The remedy for this condition is not currently available. Dealers will be notified of the launch of this safety recall by way of established communication methods. This recall is estimated to launch in 4th Quarter of 2024. We ask that you please take the time to ensure that your personnel are aware of this communication and are prepared to execute a customer friendly process for inquiries regarding involved vehicles.

Customer Services Field Operations

FCA US LLC”

“Chronology:

- On June 25, 2024, the FCA US LLC ("FCA US") Technical Safety and Regulatory Compliance ("TSRC") organization opened an investigation after receiving two reports of

fires originating from the high voltage ("HV") battery in Jeep Wrangler plug-in hybrid electric vehicles ("PHEVs") outside the scope of FCA US Recall ID B9A (NHTSA ID 23V-787) ("B9A").

- From April 2024 through July 2024, FCA US received additional reports of fires originating from the HV battery in certain Jeep Wrangler PHEVs and certain Jeep Grand Cherokee PHEVs. FCA US has conducted further analysis of the battery packs from some of these vehicles with Samsung SDI in an effort to determine root cause.

- From June 2024 to July 2024, FCA US received three reports of fires originating in the HV battery in Jeep Wrangler PHEVs which received the B9A remedy software. FCA US has determined the B9A remedy is ineffective at detecting certain abnormalities within the HV battery which may lead to a fire.

- In August of 2024, Samsung SDI communicated to FCA US that the most likely root cause of B9A is due to separator damage combined with other complex interactions within the cell. Root cause investigation continues.

- As of September 13, 2024, FCA US is aware of 13 customer assistance records, one warranty claim, and 13 field reports potentially relating to this issue for all markets with dates of receipt ranging from February 28, 2024, to September 10, 2024.

- As of September 13, 2024, FCA US is aware of zero accidents and two injuries potentially related to this issue for all markets.

- On September 20, 2024, FCA US determined, through the Vehicle Regulations Committee, to conduct a voluntary safety recall of the affected vehicles."

25. As appears from this FCA 95B safety recall, FCA admitted the following:

- a) That the high voltage battery packs in the Subject Vehicles contain cells which are susceptible to separator damage, which can lead to vehicle fire;
- b) That FCA is still investigating the root cause of the Defect;
- c) That FCA had received three reports of vehicle fires originating in the HV Battery in Jeep Wrangler PHEVs which had received the B9A recall software "remedy", FCA therefore confirming and admitting that that "the B9A remedy is ineffective at detecting certain abnormalities within the HV battery which may lead to a fire";

- d) That a vehicle fire can result in increased risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage;
 - e) That customers are advised to refrain from recharging the Subject Vehicles;
 - f) That customers are not to park the Subject Vehicles inside of buildings or structures, or near other vehicles until the Subject Vehicle has the final repair completed (repairs FCA still have no idea how to accomplish);
 - g) That the remedy for this condition is not currently available.
26. At the same time as issuing this 95B recall in the USA, FCA issued the equivalent Transport Canada recall, here in Canada, bearing Transport Canada recall number 2024-566, the whole as more fully appears from a copy of said Transport Canada Recall 2024-566, a copy of which is communicated herewith as **Exhibit P-6**.
27. As appears from this P-6 Transport Canada recall number 2024-566, there are apparently 14,038 Subject Vehicles in Canada. In addition, the said Transport Canada Recall confirms the following:

"Issue:

On certain vehicles, the recall repairs completed by an FCA dealer during recall B9A (Transport Canada recall no. 2023-627) may not be effective. As a result, a second repair is required.

On certain vehicles, there could be a problem inside the high-voltage battery that can cause a fire, even while parked with the ignition off.

Note: This recall only affects 4xe plug-in hybrid (PHEV) models. This recall replaces Transport Canada recall no. 2023-627.

Safety Risk:

The vehicle could catch fire, even while parked and turned off.

Corrective Actions:

To reduce the safety risk, FCA advises not to charge your vehicle, and to park it outdoors and away from other vehicles or structures until the recall repairs have been completed.

FCA Canada will notify owners by mail and advise you to take your vehicle to a dealership to update the high-voltage battery pack software. If necessary, the battery pack will be replaced.”

28. As appears from this P-6 Transport Canada recall number 2024-566, FCA admits that “This recall replaces Transport Canada recall no. 2023-627”, since said previous recall was ineffective as mentioned above and confirmed in Exhibit P-5.
29. On October 3, 2024, FCA issued a STOP SALE order for the Subject Vehicles, as appears from the FCA update 95B recall document, communicated herewith as **Exhibit P-7**, in which FCA states and admits the following:

New Safety Recall Advanced Communication – 95B

FCA US LLC (FCA US) has announced a safety recall on certain 2020 - 2024 model year (JL) Jeep Wrangler and 2022 - 2024 model year (WL) Jeep Grand Cherokee PlugIn Hybrid Electric Vehicles (PHEVs).

VINs identified as being involved in this campaign are currently live and searchable. Stop sale is in effect for the above-identified vehicles.

Vehicles impacted by a stop sale are eligible for reimbursement allowance through the Recall Floorplan Reimbursement Policy (RFPRP), which can be requested upon recall claim submission.

IMPORTANT: Some of the involved vehicles may be in dealer new vehicle inventory. Federal law requires you to complete this recall service on these vehicles before retail delivery. Violation of this requirement by a dealer could result in a civil penalty of up to \$27,168 per vehicle. Involved vehicles can be determined by using the VIP inquiry process.

30. FCA also issued an October 2024 Recall 95B Resource Guide for its dealers, which confirms *inter alia* in the document’s own title that the remedy is not yet available to address the serious safety Defects affecting the Subject Vehicles, a copy of said resource guide is communicated herewith as **Exhibit P-8**.

31. FCA has not offered to buy-back and reimburse the Class Members for these Subject Vehicles which are dangerously defective, unfixable, and subject to a stop sale order by FCA.
32. Plaintiffs and Class Members continue to be at grave risk of injury, damages and even death when driving and even when merely parking their Subject Vehicle.
33. Plaintiffs and Class Members cannot even use the electric aspects of their plug-in hybrid Subject Vehicles, which is the main reason for purchasing such a hybrid vehicle, including without limitation in order to reduce the environmental footprint of the vehicle and in order to save on gas costs.
34. Plaintiffs and the Class Members cannot park their Subject Vehicle in their house or building, including at work, etc., for many months, namely being forced to park their Subject Vehicles outside instead of inside their climate-controlled garage or building, the whole in the context of the well-known varying Canadian weather conditions (such as extreme cold, strong winds, heavy rain, large snow falls, ice storms, freezing rain, extreme heat waves in the summer, etc.). This entails great inconvenience, stress, aggravation, fear (including without limitation fear of injury, death or damages, and fear of vehicle theft or damage), loss of time, extra costs, extra fees, parking costs, parking tickets, snow removal costs, extra gas charges, overnight parking permit costs, taxis, ubers, etc.
35. The above recalls clearly evidence a serious and important safety and security risk and Defect affecting the Subject Vehicles, which puts the safety and security of the Plaintiffs, the Class Members and any passengers of the Subject Vehicles at great risk of damages, injury, and possibly death.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PLAINTIFFS

36. On September 29, 2021, Plaintiffs signed a 48-month lease agreement at Boulevard Dodge Chrysler Jeep (2000) Inc., in Montreal (Quebec), for a 2021 Jeep 4XE plug-in hybrid, bearing vehicle identification number (VIN): 1C4JJXP62MW747624, with payments at \$599.35 per month (lease ending on September 14, 2025). A copy of their Vehicle Lease Agreement being communicated herewith as **Exhibit P-9**. The residual purchase price of the vehicle at the end of the lease is \$44,768.75 plus taxes. Plaintiffs paid a security deposit of \$599.35 to the leasing company SCI Lease Corp, as a prepayment of the last month of the lease.
37. Plaintiffs have diligently conducted all required oil changes, maintenance and/or recalls on their Subject Vehicle, the whole as more fully appears from a copy of their various service reports/invoices, communicated herewith, as **Exhibit P-10, en liasse**.
38. On the night of October 7, 2024, Plaintiffs' Subject Vehicle's engine would no longer start while parked at the local arena in Plaintiffs' city. Plaintiffs had to leave the vehicle in said parking lot overnight, which is an inconvenience and damage.
39. The next morning, on October 8, 2024, Plaintiffs had the vehicle towed to the Des Sources Dodge Chrysler Jeep dealership (in Dollard des Ormeaux, Quebec), acting as Defendants' agents since the Subject Vehicle was still under warranty.
40. The said dealership kept the vehicle from October 8, 2024 to October 21, 2024 inclusively, and it provided a loaner gas-engine vehicle to the Plaintiffs. Plaintiffs spent **\$40** in extra gas costs using that loaner vehicle instead of their PHEV Subject Vehicle, an amount Plaintiff claims from Defendants solidarily.
41. The dealership, acting as agents for the Defendants, determined that the Plaintiffs' Subject Vehicle's batteries had shorted internally. As a result, the

dealership proceeded to replace both the Hybrid 400V PHEV battery as well as the 12V vehicle battery, under warranty, the whole as appears from the copy of the October 21, 2024 report from the Des Sources Dodge Chrysler Jeep dealership, communicated herewith as **Exhibit P-11**.

42. Notwithstanding the fact that both batteries have been replaced on the Plaintiffs' Subject Vehicle, the Defect mentioned hereinabove still affects their said vehicle since the new PHEV battery installed on October 21, 2024 is as equally defective as the original PHEV battery.
43. Indeed, when retaking possession of the vehicle on October 21, 2024 and the next day on October 22, 2024, Plaintiff L [REDACTED] spoke to the Des Sources Jeep representative who informed him of the recall and risk of fire, and informed Plaintiff of the Defendants' instructions to no longer park the vehicle indoors and to no longer charge the electric battery.
44. Plaintiff L [REDACTED] immediately asked to trade-in the vehicle for another vehicle since he feared for the safety of his family, friends, neighbours, pet, etc.
45. The FCA dealership representative indicated that the value of these Subject Vehicles had greatly been reduced due to the unremedied Defects and therefore that Plaintiffs would take a significant loss if ever trading in the vehicle before the end of their lease.
46. Plaintiffs then sent an email to said dealership representative in question, formally requesting to have the lease agreement resiliated, the whole as more fully appears from a copy of said October 22, 2024 email, communicated herewith as **Exhibit P-12**.
47. The P-12 emails confirms that Plaintiffs had ten (10) more lease payments left on their lease (for a total of **\$5,993.50**) but that the above-detailed Defects (which Defendants are unable to address or remedy) have rendered the Plaintiffs' Subject Vehicle unusable for its intended purposes, specifically the safety risk and inconvenience of not being able to park the vehicle safely in

their home, and the significant increased gas costs due to the fact that the Defendants have instructed the Plaintiffs (through the recall) to no longer charge their PHEV battery.

48. The next day, on October 23, 2024, Plaintiffs also sent a similar email to the leasing company, SCI Lease Corp, asking to resiliate the lease due to the Defect, a copy of which is communicated herewith as **Exhibit P-13**.
49. On October 23, 2024, Plaintiff then submitted a similar online complaint to Defendants directly, through Defendants' Chryslercanada.ca website, a copy of said complaint is communicated herewith as **Exhibit P-14**.
50. On October 25, 2024, Defendant FCA Canada's Customer Care representative "Jaclyn" wrote an email to Plaintiffs, a copy of which is communicated herewith as **Exhibit P-15**. In said email, Defendants:
 - a) refuse to take back the Plaintiffs' Subject Vehicle;
 - b) admit that Plaintiffs' Subject Vehicle requires the above-detailed repairs to the PHEV battery;
 - c) admit that "the part required to provide a permanent remedy for this condition is currently not available".
51. The P-15 email refers to Defendants' case number 91323092, Defendants being summoned to retain and communicate to Plaintiffs a full copy of all documents included in said case number.
52. On November 5, 2024, Plaintiffs received the Defendants' Safety Recall 95B notice by regular mail, a copy of which is communicated herewith as **Exhibit P-16**.
53. On November 6, 2024, the same FCA Canada representative (Jaclyn) left a voice message to Plaintiffs confirming once again that Defendants will not take back possession of the Plaintiffs' Subject Vehicle, Plaintiffs communicating the said November 6, 2024 voicemail message as **Exhibit P-17**.

54. Plaintiffs' Subject Vehicle therefore remains affected by the important safety risks and Defect mentioned above and said Vehicle remains gravely unsafe for Plaintiffs and other passengers or pets, including the public at large.
55. Indeed, Plaintiffs file a copy of the NHTSA Safety Issues & Recalls report dated November 12, 2024 regarding the Plaintiffs' particular vehicle VIN, a copy of which is communicated hereto as **Exhibit P-18**. In it, the NHTSA confirms the following:

1 Unrepaired Recalls associated with this VIN

URGENT: FIRE RISK WHEN PARKED

An urgent safety recall has been issued for this vehicle and the manufacturer has recommended **that you follow their instructions on how and where to park this vehicle.**

More information is available under

- [NHTSA Recall Number 24V720000](#).

Sep 27, 2024

Manufacturer Recall Number 95B

NHTSA Recall Number 24V-720

Recall Status Recall Incomplete, remedy not yet available

Summary

In rare circumstances, a battery pack may contain cells with separator damage. Separator damage, combined with other complex interactions within the cells, may lead to a vehicle fire.

Safety Risk

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

Remedy

FCA US will conduct a voluntary safety recall on all affected vehicles. Remedy is a software flash followed by a HV battery replacement if needed.

Manufacturer's Notes

For more information, visit recalls.mopar.com or call 1-800-853-1403. Please have your VIN ready when calling.

56. Accordingly, as appears from the above-cited Exhibit P-18 NHTSA November 12, 2024 recall report regarding Plaintiffs' Subject Vehicle, the recall is confirmed as being "Incomplete" and the "remedy not yet available", as at November 12, 2024.
57. In addition, Defendants' Jeep.ca website permit users to click on TABS: Owners – Resources – Vehicle Recalls and then be directed to Defendants' mopar.com website wherein a VIN search tool permits a user to determine whether there are open recalls on a particular vehicle. Plaintiffs communicate herewith as **Exhibit P-19** the print-out from the Defendants' mopar website

confirming the existence as at November 12, 2024 of one (1) “Incomplete” FCA Recall #95B (with all other previous recalls having been fully completed), Defendants confirming and admitting the following:

CURRENT SAFETY RECALLS

Results on this website were last updated on: 2024-11-12 | Showing 4 Safety Recalls

What is a Safety Recall?

Status
Incomplete
Transport Canada Recall Date
2024-09-27
FCA Recall #
* 95B
Transport Canada Recall #
2024-566

Safety Defect/Non Compliance Description and Safety Risk

The High Voltage (“HV”) battery pack in your vehicle may have been built with cells which are susceptible to separator damage. Separator damage, combined with other complex interactions within the cells, may lead to a vehicle fire. A vehicle fire can result in increased risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage. Vehicle risk is reduced when the battery charge level is depleted. Accordingly, owners are advised to refrain from recharging. Out of an abundance of caution, FCA Canada is also advising owners of these vehicles to park away from structures or other vehicles until the remedy is obtained.

Repair Description

Your dealer will reprogram the battery pack control module with new software followed by a HV battery replacement if needed.

Recall Status

Incomplete but repair parts are not available
[Get Notified When Parts are Avail](#)

58. As appears from Exhibit P-19, Defendants admit and confirm that the recall is “Incomplete but repair parts are not available”. Accordingly, Defendants have defaulted in providing and having available non-defective replacement parts for the Subject Vehicles within reasonable and/or legal delays.
59. Accordingly, Defendants presently cannot repair the Plaintiffs’ Subject Vehicle, which remains unsafe and cannot be used as the plug-in hybrid vehicle Plaintiffs bargained for.
60. As of October 21, 2024 when learning about the recall from the Des Sources dealership, Plaintiffs ceased parking their Subject Vehicle in their garage due to the Defect and above-detailed recall, representing damages in aggravation, loss of time and inconvenience. In this regard, the City in which Plaintiffs live in has a no overnight parking municipal by-law such that Plaintiffs cannot park their Subject Vehicle on the public street overnight under penalty of receiving parking tickets.
61. Plaintiffs were therefore forced to continuously move their vehicle, which is a loss of time, embarrassment and inconvenience, not to mention the continued grave safety risk for Plaintiffs, their children, their friends, their neighbours, their pet, and the public at large.
62. Plaintiffs claim compensatory and moral damages from Defendants solidarily in this regard, presently estimated at **\$2,500**, *sauf à parfaire*.
63. In addition, since October 21, 2024, Plaintiffs ceased charging the PHEV battery of their Subject Vehicle due to the Defect and above-mentioned recall. Plaintiffs therefore started spending additional amounts in gas charges, since they were no longer able to rely on the electric battery as they had done so before. In this regard, and as appears from the Shell Canada receipt dated November 21, 2024, a copy of which is communicated herewith as **Exhibit P-21**, Plaintiffs spent an additional \$91.74 in gas charges on November 21, 2024.

This was the highest amount ever spent by Plaintiffs in gas since leasing the vehicle, which had previously mostly been driven in electric mode. Plaintiffs claim this amount from Defendants solidarily.

64. Plaintiffs would therefore be forced to continue to incur additional gas charges going forward, the whole once again due to the Defect and above-detailed recall. Plaintiffs also claim on behalf of the Class Members any such future gas costs from Defendants solidarily.
65. As at the original institution of the present class action proceedings on November 12, 2024, Plaintiffs were also claiming from Defendants solidarily the total amount of **\$5,993.50**, representing the lease payments from October 22, 2024 to the end of the lease in September 2025, as claimed in the P-12 demand letter, with interest and additional indemnity since October 22, 2024. However, and as more fully detailed below, following the institution of the present class action proceedings, Plaintiffs were ultimately able to mitigate damages by transferring the lease of their Subject Vehicle to a third party, at a loss due to the Defects affecting said Subject Vehicle.
66. Indeed, and as mentioned above, on October 21 and 22, 2024, the Des Sources FCA dealership indicated that Plaintiffs' Subject Vehicle had lost significant resale value already due to the present unremedied Defects and recalls.
67. As also mentioned above, Defendants have issued a Stop Sell order which prevents the FCA dealerships from selling the Subject Vehicles.
68. As at the original institution of the present class action proceedings on November 12, 2024, Plaintiffs owed approximately \$50,000 on the Subject Vehicle and tried to trade-it in to a Mazda dealership, who refused to take it, citing the Defects and pending recalls issues. The Mazda dealership indeed indicated that it would only be able to provide an approximate \$40,000 trade-in

value for said vehicle, representing an approximate \$10,000 loss in resale value, whereas the vehicle would normally be worth at least \$50,000 were it not for the Defects affecting the PHEV battery (On November 14, 2024, the Mazda dealership ultimately confirmed that the trade-in value for Plaintiffs' Subject Vehicle would only be \$34,800, indicating that the "trade in price due to the recall on Jeep", the whole as more fully appears from the proposed trade-in offer in the context of a proposed Mazda lease, a copy of which is communicated herewith as **Exhibit P-22**).

69. Plaintiffs therefore hereby claim on behalf of the Class Members the damages representing the loss of vehicle value from Defendants solidarily.

69.1. After instituting the present proceedings, due to the serious security and safety concerns caused by the Defects which Defendants are unable to remedy (as detailed above), and due to the fact that the resale value of their Subject Vehicle had been greatly reduced because of the Defects (as also detailed above), Plaintiffs decided that they could no longer safely keep and drive the Subject Vehicle and therefore were forced to decide to put an early end to their lease agreement.

69.2. On November 14, 2024, the Plaintiffs informed their leasing company SCI Lease Corp of their said intention to return the Subject Vehicle early because of the serious safety hazards and inconveniences caused by the Defects.

69.3. On November 14, 2024, "Penny" from SCI Lease Corp called Plaintiffs and left a very aggressive voice message wherein she:

- a) threatened to hold both Plaintiffs liable for any so-called "deficiency" in the value after selling the vehicle at auction;
- b) threatened to send this account to their "legal department";

- c) threatened to report this to both of the Plaintiffs' credit bureaus;
- d) threatened to make it "a matter of public record"; and
- e) specified that this can hinder Plaintiffs from receiving further credit in the future, meaning that this would negatively affect Plaintiffs' credit;

Plaintiffs communicating the said November 14, 2024 voicemail message from SCI Lease Corp as **Exhibit P-23**.

69.4. On November 15, 2024, Plaintiffs exchanged emails with the Des Sources Jeep dealership representative. In said exchange of emails, we note that:

- a) Plaintiffs informed the Des Sources Jeep dealership representative of this threatening SCI Leasecorp voice message received (P-23) and forwarded a copy of said voice message, asking why such a message was sent;
- b) Plaintiffs asked for help in resolving this issue in order to put an end to the lease of this dangerous and unsafe Subject Vehicle;
- c) The Des Sources Jeep representative confirmed that "the value of the jeep is 10-12 K lower then (sic) what you owe on it, so we cant (sic) buy it from sci without you losing this money" (therefore confirming the loss of value for the Plaintiffs' Subject Vehicle at approximately \$10,000 to \$12,000);

Plaintiffs communicated herewith a copy of said November 15, 2024 exchange of emails as **Exhibit P-24**.

69.5. On November 15, 2024, Penny Gallinger from SCI Lease Corp apologized for her inappropriate and aggressive voice message but did not agree to permit Plaintiffs to put an early end to their lease, the whole as more fully appears

from the November 15, 2024 email from SCI Lease Corp, communicated herewith as **Exhibit P-25**.

69.6. Accordingly, and after inquiring with their leasing company as to the exact amounts payable in order to put an end to the lease immediately, Plaintiffs formally asked FCA to take back their Subject Vehicle, the whole as more fully appears from a copy of Plaintiffs' email to FCA on November 19, 2024 together with its attached email from SCI Lease Corp, communicated herewith as **Exhibit P-26**. Plaintiffs' said P-26 email to FCA reads as follows:

"Dear Jaclyn:

I am writing to discuss Case #91323092 regarding our 2021 Jeep 4XE. Unfortunately, despite my requests and efforts, you have confirmed that FCA Canada refuses to accept the return of this vehicle, leaving me with no option but to initiate an early lease return.

With the current FCA open (yet unresolved) recall concerning our vehicle, we are faced with a significant safety risk (including risk of fire), and we no longer can charge the vehicle or park it indoors. This also poses a serious threat not only to us but also to our children, family dog and property. Additionally, the necessity of using gasoline adds an unanticipated financial burden. In fact, my wife and I chose this vehicle for its plug-in hybrid electric vehicle (PHEV) capabilities, which we have relied on for approximately 85-90% of our daily driving over the past 38 months. Our typical use involves short commutes where the electric powertrain has been essential.

However, with FCA's current recall order preventing us from charging the high-voltage battery, driving this vehicle with less than 1% battery charge has become increasingly challenging, if not utterly unsafe. The rough operation of the engine, coupled with an unsatisfactory transmission and braking system when in gas mode, has taken a toll on our driving experience. This is all due to the fact that we are no longer permitted to charge the vehicle according to the FCA recall (see the following article from 2021 which confirmed one of the consequences caused by not using the high-voltage battery (to FCA's knowledge): <https://www.caranddriver.com/reviews/a36906094/2021-jeep-wrangler-unlimited-rubicon-4xe-by-the-numbers/> see 5th paragraph).

We are now hesitant to use the vehicle, except as a last resort, and we have lost the confidence in its safety. That is why we are now forced to return

the vehicle before the end of the lease (9 months left).

The leasing company has stated that they will enforce the lease agreement, indicating that any further actions are to be taken up with FCA Canada. To provide clarity, our lease maturity date is September 15, 2025, and we have completed 39 out of the 48 monthly payments of \$599.35, leaving a remaining balance of \$4,794.80 (after accounting for our security deposit of \$599.35 which would normally have been returned to us at the end of the lease). The most recent email from the leasing company is attached.

Considering FCA Canada's continued refusal to take back the vehicle and the aforementioned safety and financial concerns, we will proceed with the early lease termination on December 13, 2024 (unless FCA agrees to take back the vehicle of course, and pay the amounts owing to the leasing company). We will hold FCA responsible for reimbursing the penalty of \$5,394.15, which will be included in our pending claims.

Thank you for your attention to this matter. I look forward to your prompt response by return email as we seek a resolution from FCA.

Yours truly,"

- 69.7. As appears from the P-26 email, Plaintiffs indicated and confirmed to FCA that Plaintiffs were being forced to cancel their lease and forced to incur/suffer damages in the amount of \$5,394.15 in this regard.
- 69.8. The next day, on November 20, 2024, Jaclyn from FCA called Plaintiff L [REDACTED] refusing to take back the Subject Vehicle and then sent a confirmation email to the Plaintiffs to the same effect, a copy of which is communicated herewith as **Exhibit P-27**.
- 69.9. Accordingly, Plaintiffs were being forced to pay and lose an additional sum of \$5,394.15 in order to end their lease, which Plaintiffs would be claiming against FCA.
- 69.10. However, and in order to mitigate these damages as much as possible, Plaintiffs attempted to locate a third party willing to be transferred the

remainder of the lease (considering the FCA stop sell order in effect and the above-mentioned significant loss in resell value).

- 69.11. Plaintiffs indeed located such a person willing to be transferred the lease. However, the transferee in question refused to disburse any amounts whatsoever in this regard, aside from paying for future lease payments as of January 2025.
- 69.12. Accordingly, Plaintiffs would not be able to receive the reimbursement of the \$599.35 security deposit initially paid by the Plaintiffs at the outset of their lease, since the security deposit in question would also get transferred to the transferee.
- 69.13. On December 15, 2024, Plaintiffs paid the monthly lease payment for December 2024 in the amount **\$599.35**, an amount Plaintiffs hereby claim from Defendants herein.
- 69.14. On December 16, 2024, Plaintiff paid the lease transfer fee of \$1,200 plus taxes, for a total of **\$1,379.70**, in order to be able to transfer the lease, an amount Plaintiffs hereby claim from Defendants herein. Plaintiffs communicate herewith the receipt and proof of payment of the \$1,379.70 lease transfer fee in question, as **Exhibit P-28**.
- 69.15. Plaintiffs also hereby claim the amount of **\$599.35** in security deposit which was forfeited by the Plaintiffs in favor of the transferee in this regard, as detailed above.
- 69.16. Accordingly, the total amount in damages suffered by Plaintiffs as a result of being forced to transfer the remainder of the lease to a third party is **\$2,578.40 (namely \$599.35 + \$599.35 + \$1,379.70)** with interest and additional indemnity since October 22, 2024. This amount obviously

represents a mitigation of damages by the Plaintiffs as compared to the total amount of \$5,394.15 which would have been payable to SCI Lease Corp to cancel the lease outright, as detailed above.

- 69.17. Plaintiff claims said amount of \$2,578.40 from Defendants solidarily, plus the gas charges mentioned above, plus the additional compensatory and moral damages mentioned above, plus punitive damages as determined by the Court.
- 69.18. It should also be noted that Plaintiffs' P-26 email also referred FCA to a July 1, 2021 caranddriver article titled "Tested: 2021 Jeep Wrangler 4xe Complicates a Simple Machine", a copy of which is communicated herewith as **Exhibit P-29**. In said article, at paragraph 5, the following is confirmed regarding Plaintiffs' Subject Vehicle:

"When the gas and electric powertrains are working in harmony, this Wrangler drives well enough, but transitions between pure electric driving and hybrid operation are can be slow and jarring. If the battery is depleted or the driver asks for more power than the electric motor can deliver, the inline-four often jumps into action with all the grace of a middle schooler at their first dance. There are pregnant pauses long enough that you might ask out loud "What the hell is happening?" before the Jeep starts accelerating with any urgency. Other times the engine makes a rushed, jerky entrance. Driving the Wrangler 4xe in suburban traffic is a constant reminder that calibrating two powertrains to behave as one is more than twice as complicated as tuning a single propulsion source."

- 69.19. Indeed, once FCA issued the stop-charging recall order, the Plaintiffs started experiencing these dangerous driving conditions, pauses, lags and

abrupt jumps, the whole representing additional security and safety risks (damages, stress and inconvenience).

69.20. Other Class Members like Plaintiffs also started experiencing these same dangerous driving issues and risks after being forced to deplete and no longer recharge the PHEV batteries of the Subject Vehicles, representing additional damages.

69.21. As confirmed in the P-29 caranddriver article from July 2021, FCA was clearly aware and/or should have been aware since at least 2021 that depleting (and not recharging) the PHEV battery would cause these important safety risks and important drive quality issues for the Subject Vehicles.

69.22. Nonetheless, FCA ordered the Plaintiffs and the Class Members to stop charging the PHEV batteries, all the while refusing to take back the Subject Vehicles. This represents further intentional faults and negligence by the FCA, FCA knowing very well that a stop charging order for the Subject Vehicles would greatly affect the safety and driveability / smoothness of the Subject Vehicles (posing additional risks of crash and additional damages to Class Members).

69.23. These additional intentional faults and negligence by FCA further justify a condemnation for punitive damages against Defendants solidarily herein.

70. Plaintiffs also continuously experienced serious fear and anxiety whenever using and parking the Subject Vehicle. They feared for themselves, their children, pet, neighbours, friends, other occupants and public at large, considering the serious risk of fire, damages and/or loss of life. Plaintiffs confirm that they have not sought medical or psychological assistance dealing with this sever stress and anxiety, nor have they taken any medication in

relation thereto. That being said, the stress, fear and anxiety was real, severe, ongoing (until their lease transfer) and solely caused by the Defects affecting their Subject Vehicle and Defendants' continued failure to remedy the Defect, and the Defendants' repeated refusal to take-back the Subject Vehicle.

71. Plaintiffs therefore claim, on their behalf and on behalf of the Class Members, from Defendants solidarily compensatory damages and moral damages as detailed above, including without limitation future out of pocket costs, future gas costs, parking costs, stress, fear, loss of time, inconvenience, and embarrassment.
72. Plaintiffs also claim punitive damages from Defendants, solidarily, on their behalf and on behalf of the Class Members.
73. Plaintiffs communicate herewith, as **Exhibit P-20**, as though recited at length herein, the First Amended Class Action Complaint and Demand for Jury Trial, filed before the United States District Court for the Eastern District of Michigan Southern Division, entitled Frisch et al. vs. FCA US, LLC, bearing Case No.2:24-cv-10546. The said US class action proceeding confirms multiple cases of Subject Vehicles catching fire due to the Defect and includes pictures of said fires, pictures from Defendants' promotional material regarding the Subject Vehicles, and other pictures and details regarding the Defects and the recalls, all of which Plaintiffs rely upon, as though cited at length herein.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE GROUP

74. Each Class Member has purchased, leased or used a Subject Vehicle and/or has suffered damages, such as total loss of their vehicle, decrease in value of the Subject Vehicle, inability to sell the Subject Vehicle, decrease in the driveability / smoothness of the Subject Vehicles as detailed above, additional wear or damages to the vehicle, great inconvenience, stress, aggravation, fear,

loss of time, extra costs, extra fees, parking costs, parking tickets, snow removal costs, extra gas charges, overnight parking permit costs, storage costs, taxis, ubers, etc., other disbursements, paid repair costs or car rental fees, damages and inconvenience/loss of time related to the theft of the Subject Vehicle itself while being forced to park it outside due to the recalls, additional theft prevention costs, additional theft insurance, etc.

75. Users of the Subject Vehicle, for example children of the vehicle owners, etc., will also incur costs and suffer damages, such as parking costs and additional gas charges, all due to the Defect.
76. Plaintiffs' and the Class Members' consent when purchasing or leasing the Subject Vehicle was vitiated as a result of the discovery of this serious Defect and security/safety risk, as described hereinabove.
77. Plaintiffs and the Class Members would not have purchased or leased the Subject Vehicle had they been made aware of the Defects mentioned above.
78. Certain Class Members have seen their Subject Vehicle catch fire and burn entirely since Defendants have been unable to properly address the issues to date, for which the Class Members claim reimbursement and/or damages from Defendants.
79. The safety of the current owners, lessees, or users of the Subject Vehicles, and their passengers, pets, etc. is at great risk due to the serious Defects mentioned above, which involve risk of fire, etc.
80. Defendants' malicious intention to refuse to properly and timely repair the Subject Vehicles or to buy back the Subject Vehicles and resiliate the purchase or lease agreements, over many months/years, notwithstanding widespread comments and complaints by owners of the Subject Vehicle, show an intentional, malicious, oppressive and/or high-handed conduct that represents a marked departure from ordinary standards of decency when dealing with

customers. In that event, and reiterating all the allegations above, punitive damages should be awarded to Plaintiffs and the Class Members, independently from the compensable damages claimed by Plaintiffs and the Class Members.

81. Indeed, Defendants have merely transferred the damages and inconvenience to the consumers and users of the Subject Vehicles, by refusing and/or failing to properly remedy the Defects while telling the consumers and users to no longer charge their electric battery (with the effect this has on the driveability / smoothness of the Subject Vehicles, as detailed above) and to no longer park indoors, which may be impossible for some owners/lessees (for instance, those living in apartment or condo buildings).
82. In addition, the Defendants intentionally, abusively and in bad faith continued to sell the Subject Vehicles to unsuspecting consumers, after Defendants had been made aware of the Defects, including without limitation after Defendants announced the first ineffective and inadequate B9A Recall. All Class Members who purchased or leased the Subject Vehicles after this time were even more severely and blatantly duped and misled by Defendants and they now have no choice but endure this grave safety risk for even longer (with longer lease terms remaining, greater loss of value for new vehicles, etc.).
83. In addition, Defendants were first sued in a USA Class Action as early as in March 2024 but Defendants continued their said abusive and intentional conduct thereafter here in Canada as well.
84. All this post-knowledge conduct, and the intentional faults and negligence by the Defendants (up until the time Defendants ultimately recall and properly remedy the Defects or buy-back all the Subject Vehicles and indemnify the Class Members), represent further facts and reasons warranting a condemnation in punitive damages against the Defendants herein.

CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

85. The composition of the Group makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings (Article 575 (3) C.C.P.) for the following reasons:
86. Plaintiffs is unaware of the specific number of persons who purchased, leased or used the Subject Vehicles, however, it is safe to estimate that it is over 14,000 across the country considering the Transport Canada recall documents detailed above, which indicate and confirm the total number of Subject Vehicles being recalled is over 14,000.
87. Class Members are numerous and are scattered across the entire province and country.
88. In addition, given the costs and risks inherent to litigation before the Courts, many people will hesitate to institute an individual action against the Defendants. Even if the Class Members themselves could afford such individual litigation, the Court system could not handle it as it would be overloaded. Further, individual litigation of the factual and legal issues raised by the conduct of the Defendants would increase delay and expense to all parties and to the Court system.
89. Moreover, a multitude of actions instituted risk leading to contradictory judgments on questions of fact and law that are similar or related to all Class Members.
90. These facts demonstrate that it would be impractical, if not impossible, to contact each individual Class Member to obtain mandates and to join them in one action.
91. In these circumstances, a class action is the only appropriate procedure for all the Class Members to effectively access justice and pursue their respective rights.

92. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely Defendants' defectively designed and/or manufactured Subject Vehicles (including the high-voltage batteries).
93. The claims of the Class Members raise identical, similar or related issues of law and fact (Article 575 (1) C.C.P.), namely:
- a) Do the Subject Vehicles suffer from common latent design and/or manufacturing defects?
 - b) Did Defendants know of this issue and fail to warn Class Members of the defect and if they knew, when they knew or should have known?
 - c) Did Defendants fail to disclose material information to Class Members?
 - d) Are Defendants' omission of material facts misleading and/or reasonably likely to deceive a Class Member?
 - e) Are Defendants legally obligated to make the recall available and properly repair the Subject Vehicles with new non-defective replacement parts?
 - f) Do the Subject Vehicles perform or not in accordance with the standard of fitness for the purposes for which the Subject Vehicles are normally used?
 - g) Do the Subject Vehicles perform or not in accordance with the standard of durability for normal use for a reasonable length of time, having regard to the price, terms of the contract and conditions of use for the Subject Vehicles?
 - h) Did Defendants default in providing and having available non-defective replacement parts for the Subject Vehicles within reasonable and/or

legal delays?

- i) Should the sale or lease contracts signed by the Class Members for the Subject Vehicles be annulled or resiliated, and should all amounts paid by the Class Members be reimbursed in full or in part?
 - j) Are Defendants liable to pay compensatory and/or moral damages to the Class Members, and if so, in what amount, including without limitation for the reimbursement of the purchase or lease price (or a portion thereof), any repair costs disbursed, rental car fees, transportation costs, parking costs, parking tickets, parking permit costs, snow removal costs, storage costs, gas costs, other disbursements incurred, loss of time, fear, stress, anxiety, loss of use of the Subject Vehicle, embarrassment and inconvenience?
 - k) Are Defendants liable to pay exemplary and/or punitive damages to the Class Members, and if so, in what amount?
94. The majority of the issues to be dealt with are issues common to every Class Member.
95. The interests of justice favor that this Application be granted in accordance with its conclusions.

NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

96. The action that the Plaintiffs wishes to institute for the benefit of the Class Members is an action in damages, product liability, consumer protection and injunctive relief.
97. The facts alleged herein appear to justify the conclusions sought by the Plaintiffs (Article 575 (2) C.C.P.), namely the following conclusions that Plaintiffs wishes to introduce by way of an originating application:

GRANT the class action of the Representative Plaintiffs and each of the Class Members;

ORDER Defendants to properly conduct a recall of the Subject Vehicles and to repair them free of charge **FAILING WHICH: ANNUL** the sale or lease contract signed by Plaintiffs and the Class Members for the Subject Vehicles and **ORDER AND CONDEMN** Defendants to reimburse the total amounts paid by Plaintiffs and the Class Members for their Subject Vehicle and **ORDER** Defendants to then retake possession and ownership of the said vehicles, at Defendants' costs;

CONDEMN the Defendants to pay to Plaintiffs and each of the Class Members a sum to be determined in compensatory damages, including without limitation for the reimbursement of the purchase or lease price (or portion thereof), loss of value of the Subject Vehicle, any repair costs disbursed, rental costs paid, transportation costs, parking costs, parking permit costs, parking tickets, gas charges, snow removal charges, other disbursements incurred, loss of time, inconvenience, loss of use of the Subject Vehicle, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay to Plaintiffs and each of the Class Members a sum to be determined in moral damages, including without limitation for embarrassment, stress, fear, and anxiety and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay to the Plaintiffs and to each of the Class Members a sum to be determined in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to the Law from the date of service of the Application for Authorization to Institute a Class Action;

ORDER the Defendants to deposit in the office of this Court the totality

of the sums which forms part of the collective recovery, with interest, additional indemnity, and costs;

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants to bear the costs of the present action, including experts' fees and all notice fees;

RENDER any other order that this Honorable Court shall determine and that is in the interest of the Class Members;

THE WHOLE with interest and additional indemnity provided for in the Civil Code of Quebec and with full costs and expenses, including expert's fee and publication fees to advise the Class Members;

98. Plaintiffs suggests that this class action be exercised before the Superior Court in the District of Montreal for the following reasons:

- a. Many Class Members (including the Plaintiffs) are domiciled in the District of Montreal;
- b. Defendant FCA Canada has an establishment located in the District of Montreal (Exhibit R-1) and Defendants sell and attempt to repair the Subject Vehicles in the District of Montreal;
- c. The undersigned attorneys practice law in the District of Montreal;

99. Plaintiffs, who are requesting to be appointed as Representative Plaintiffs, are in a position to properly represent the Class Members (Article 575 (4) C.C.P.) since Plaintiffs:

- a. are a member of the class who purchased a Subject Vehicle and suffered damages as a result of the Defect, as detailed above;
- b. understand the nature of the action and have the capacity and interest to fairly and adequately protect and represent the interests of the Class Members;

- c. are available to dedicate the time necessary for the present action before the Courts of Quebec and to collaborate with Class Counsel in this regard;
- d. are ready and available to manage and direct the present action in the interest of the Class Members and are determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class Members;
- e. do not have interests that are antagonistic to those of other Class Members;
- f. have given the mandate to the undersigned attorneys to obtain all relevant information to the present action and intend to keep informed of all developments;
- g. have given the mandate to the undersigned attorneys to post the present matter on their firm website in order to keep the Class Members informed of the progress of these proceedings and in order to more easily be contacted or consulted by said Class Members, and in this regard Plaintiffs communicate herewith as though recited at length, **confidentially and under seal as Exhibit P-30, en liasse**, the various online submissions received to date from Class Members in the present matter, the whole for the purposes of the authorization hearing and without waiving professional secrecy belonging to said Class Members, Plaintiffs reserve the right to file under seal and confidentially the additional list of Class Members having contacted the undersigned Class Counsel (with the Class Members' comments);
- h. conducted online research in order to locate and consult the various recalls dealing with the defects affecting the Subject Vehicles and he sought out the undersigned attorneys in order to institute the present class action proceedings on their behalf and on behalf of the Class

Members;

- i. are, with the assistance of the undersigned attorneys, ready and available to dedicate the time necessary for this action and to collaborate with other Class Members and to keep them informed;

100. The present Application is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present Application;

AUTHORIZE the institution of a class action in the form of an originating application in damages, product liability, consumer protection, and injunctive relief.

APPOINT the Plaintiffs as the Representative Plaintiffs representing all persons included in the Class herein described as:

All persons in (...) Quebec who own, owned, lease, leased and/or used one or more of the **Subject Vehicles**, namely:

- 2020-2024 Jeep Wrangler plug-in hybrid electric vehicle;
- 2022-2024 Jeep Grand Cherokee plug-in hybrid electric vehicle;

or any other Group(s) or Sub-Group(s) to be determined by the Court.

IDENTIFY the principal issues of law and fact to be treated collectively as the following:

- a) Do the Subject Vehicles suffer from common latent design and/or manufacturing defects?
- b) Did Defendants know of this issue and fail to warn Class Members of the defect and if they knew, when they knew or should have known?
- c) Did Defendants fail to disclose material information to Class Members?
- d) Are Defendants' omission of material facts misleading and/or reasonably likely to deceive a Class Member?
- e) Are Defendants legally obligated to make the recall available and properly repair the Subject Vehicles with new non-defective replacement parts?
- f) Do the Subject Vehicles perform or not in accordance with the standard of fitness for the purposes for which the Subject Vehicles are normally used?
- g) Do the Subject Vehicles perform or not in accordance with the standard of durability for normal use for a reasonable length of time, having regard to the price, terms of the contract and conditions of use for the Subject Vehicles?
- h) Did Defendants default in providing and having available non-defective replacement parts for the Subject Vehicles within reasonable and/or legal delays?
- i) Should the sale or lease contracts signed by the Class Members for the Subject Vehicles be annulled or resiliated, and should all amounts paid

by the Class Members be reimbursed in full or in part?

- j) Are Defendants liable to pay compensatory and/or moral damages to the Class Members, and if so, in what amount, including without limitation for the reimbursement of the purchase or lease price (or a portion thereof), any repair costs disbursed, rental car fees, transportation costs, parking costs, parking tickets, parking permit costs, snow removal costs, storage costs, gas costs, other disbursements incurred, loss of time, fear, stress, anxiety, loss of use of the Subject Vehicle, embarrassment and inconvenience?
- k) Are Defendants liable to pay exemplary and/or punitive damages to the Class Members, and if so, in what amount?

IDENTIFY the conclusions sought by the action to be instituted as being the following:

GRANT the class action of the Representative Plaintiffs and each of the Class Members;

ORDER Defendants to properly conduct a recall of the Subject Vehicles and to repair them free of charge **FAILING WHICH: ANNUL** the sale or lease contract signed by Plaintiffs and the Class Members for the Subject Vehicles and **ORDER AND CONDEMN** Defendants to reimburse the total amounts paid by Plaintiffs and the Class Members for their Subject Vehicle and **ORDER** Defendants to then retake possession and ownership of the said vehicles, at Defendants' costs;

CONDEMN the Defendants to pay to Plaintiffs and each of the Class Members a sum to be determined in compensatory damages, including without limitation for the reimbursement of the purchase or lease price (or portion thereof), loss of value of the Subject Vehicle, any repair costs disbursed, rental costs paid, transportation costs, parking costs, parking permit costs, parking tickets, gas charges, snow removal charges, other disbursements incurred, loss of time, inconvenience, loss of use of the Subject Vehicle, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay to Plaintiffs and each of the Class Members a sum to be determined in moral damages, including without

limitation for embarrassment, stress, fear, and anxiety and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay to the Plaintiffs and to each of the Class Members a sum to be determined in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to the Law from the date of service of the Application for Authorization to Institute a Class Action;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, additional indemnity, and costs;

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants to bear the costs of the present action, including experts' fees and all notice fees;

RENDER any other order that this Honorable Court shall determine and that is in the interest of the Class Members;

THE WHOLE with interest and additional indemnity provided for in the Civil Code of Quebec and with full costs and expenses, including expert's fee and publication fees to advise the Class Members;

DECLARE that all Class Members who have not requested their exclusion from the Group in the prescribed delay to be bound by any Judgment to be rendered on the class action to be instituted;

FIX the time limit for opting out of the Class at thirty (30) days from the date of the publication or notification of the notice to the Class Members;

ORDER the publication or notification of a notice to the Class Members in accordance with Article 579 C.C.P., within sixty (60) days from the Judgment to be rendered herein, by way of direct mail and or emails to Class Members, bilingual press releases, and notices published in LA PRESSE, the MONTREAL GAZETTE, the JOURNAL DE MONTREAL, the NATIONAL POST and the GLOBE AND MAIL, and **ORDER** Defendants to pay for all said publication costs;

ORDER that said notices be available on all of Defendants' websites, Facebook page(s), X (formerly Twitter) account(s), Instagram account(s), and LinkedIn account(s) regarding the Subject Vehicles, with a proper link the wording of which will be determined by the Court;

THE WHOLE with legal costs, including all publication costs, the Court stamp filing fees and service costs.

MONTREAL, (...) August 29, 2025

(s) *Lex Group Inc.*

Lex Group Inc.

Per: David Assor

Class Counsel / Attorneys for Plaintiffs

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