IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

PERRY BEENEY, WENDY BEENEY, NATHAN BENEFIELD, JOHN BUCALO, DANIEL CHILDS, TREVOR COLE, ROBERT COLLINGWOOD, SCOTT COOK, GARY DUTKOWSKI, BILLY E. ROWLES JR., DARELL UPSHAW, and JEFF VANCE on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

FCA US, LLC, and STELLANTIS N.V.,

Defendants.

Case No. 1:22-CV-00518-CFC

PLAINTIFFS' FIRST AMENDED CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

TABLE OF CONTENTS

Plaintiffs Perry and Wendy Beeney, Nathan Benefield, John Bucalo, Daniel Childs, Trevor Cole, Robert Collingwood, Scott Cook, Gary Dutkowski, Billy E. Rowles Jr., Darell Upshaw, and Jeff Vance, by and through their attorneys, individually and on behalf of all others similarly situated, bring this action against Defendants FCA US, LLC ("FCA"), and Stellantis N.V., and allege as follows:

INTRODUCTION

1. Plaintiffs bring this class action lawsuit on behalf of themselves and other purchasers and lessees of new, model-year 2018 and later Chrysler, Jeep, Dodge, Ram, Fiat, and Maserati-brand vehicles distributed for sale in the United States by FCA ("Class Vehicles"). This case challenges FCA's practice, with each new vehicle that it sells, of applying a delivery surcharge. The amount of the surcharge is non-negotiable, and it is not actually based on the costs FCA incurs for delivery. Instead, FCA inflates the delivery surcharge, far beyond the true cost of delivery, to make more profit. This practice stands squarely at odds with legislators' stated intent to provide transparency in the car purchasing process, resulting in substantial ill-gotten gains for FCA.

2. In the 1950s, Congress held numerous hearings investigating and highlighting practices in the automotive industry that were harming consumers. These hearings led to a number of major reforms. Among these major reforms, Congress identified, in particular, the problem of "phantom freight"—a cost that

had been charged by companies like Chrysler (now FCA), GM, and Ford in connection with the sale of new vehicles. Phantom freight referred to artificially inflating the purported cost of transporting vehicles to dealerships for sale to consumers. Auto manufacturers used that inflated cost to unfairly derive additional revenues that they could not have generated by simply raising the vehicles' sales price.

3. One champion of automotive industry reform during the 1950s was Oklahoma Senator A. S. "Mike" Monroney. Senator Monroney served as Chairman of the Automobile Marketing Inquiry Subcommittee of the Committee on Interstate and Foreign Commerce, leading many of the hearings referenced above. Thanks to congressional intervention, spearheaded by Senator Monroney, the practice of charging phantom freight came to a halt by the late 1950s. Pertinent to the issues presented by this complaint, during a Subcommittee hearing on April 21, 1958, Senator Monroney touted that "included among these reforms was the breakdown of the old 'phantom freight'" that saved consumers "$212 million a year."[1] This was no small accomplishment: taking inflation into account, this equates to approximately $2 billion annually in present-day dollars.

[1] Automobile Price Labeling, A Bill to Require the Full and Fair Disclosure of Certain Information in Connection with the Distribution of New Automobiles in Commerce, and for Other Purposes: Hearing on S. 3500 Before the Auto. Mktg. Subcomm. of the Committee. on Interstate & Foreign Com., 85th Cong. 1 (1958) (the "Destination Charge Hr'g") (opening statement of Senator Monroney).

4. Pursuant to the Automobile Information Disclosure Act, 15 U.S.C. §§ 1231-33, which took effect in January 1959, companies like FCA are required to place a label—often referred to as a "Monroney Sticker"—on the window of each new vehicle before making it available for sale. Congressional records from hearings leading up to the passage of the AIDA make plain the purpose of the legislation, describing it as "[a] bill to require the full and fair disclosure of certain information in connection with the distribution of new automobiles in commerce, and for other purposes." Destination Charge Hr'g at 3. The Monroney Sticker lists, among other things, a destination charge, which Senator Monroney described as the "plain honest-to-goodness figure" that reflects the cost of delivering the vehicle to a dealership for sale. 104 Cong. Rec. 8700 (1958). In the midst of congressional scrutiny into phantom freight, Ford and Chrysler publicly announced they were giving up the practice.

5. In recent years, however, a variety of market realities have emboldened FCA (and perhaps others) to return to the practice of charging phantom freight in connection with new vehicle sales. So-called "destination charges" on FCA vehicles have skyrocketed in recent years in a manner untethered to any actual costs incurred. In a 2021 article, *Consumer Reports* explained that "Destination fees rose an average of 90 percent on Chrysler, Dodge and Jeep

vehicles; 74 percent on Ram trucks since 2011; and 114% on Fiats since 2012."[2] The article goes on to quote Dan Bedore, an independent consultant with decades of executive experience at multiple car manufacturers, who succinctly stated: "It does not take a mathematician to understand the value of a $100 increase to a company that sells 2 million units a year." In reality, FCA is charging hundreds of dollars more per vehicle for delivery than its competitors.

6. Plaintiffs and proposed class members bought new Class Vehicles and incurred the phantom freight costs that FCA now systematically charges. Plaintiffs bring this action on behalf of themselves and all other similarly situated Class Vehicle purchasers and lessees. Plaintiffs assert claims at common law and for violations of various state consumer protection statutes.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over this action under the Class Action Fairness Act, 28 U.S.C. § 1332(d) because: (i) there are 100 or more class members, (ii) there is an aggregate amount in controversy exceeding $5,000,000, exclusive of interest and costs, and (iii) this is a class action in which Defendants and more than two-thirds of the proposed plaintiff classes are citizens of different states.

[2] Mike Monticello, *Sticker Shock: The Truth About Destination Fees*, CONSUMER REP. (2021), https://www.consumerreports.org/buying-a-car/the-truth-about-destination-fees-a1615480982/.

8. This Court may exercise personal jurisdiction because FCA is incorporated in Delaware. Defendants also have sufficient minimum contacts in Delaware, intentionally availing themselves of the markets within Delaware through the promotion, sale, marketing, and distribution of their vehicles.

9. Venue properly lies in this District pursuant to 28 U.S.C. §§ 1391(b)(1) and (c)(3) because FCA is headquartered in this District, and Stellantis N.V. is a foreign entity, subject to suit in any judicial district.

PARTIES

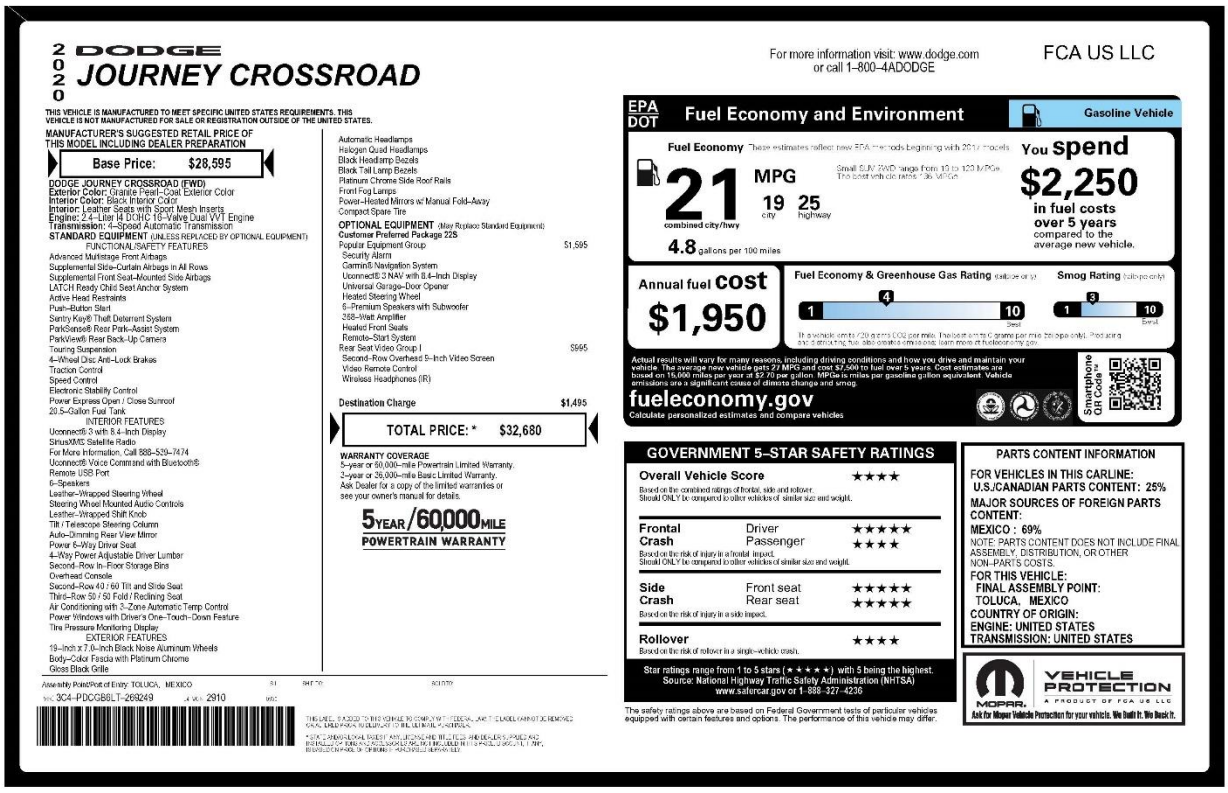
A. Plaintiffs

Plaintiffs Perry and Wendy Beeney

10. Plaintiffs Perry and Wendy Beeney are citizens of Illinois and currently reside in Peoria, Illinois.

11. Plaintiffs purchased a new 2020 Dodge Journey Crossroad on or about February 1, 2021, from Sam Leman Chrysler Jeep Dodge of Peoria, an authorized Dodge dealer and repair center located in Peoria, Illinois. Plaintiffs paid a total purchase price of $34,078.60.

12. When Plaintiffs purchased the subject vehicle, Plaintiffs viewed the Monroney Sticker affixed to the window. Plaintiffs referenced the document, an exemplar of which is depicted below, for the feature and pricing information it contained:



2020 DODGE JOURNEY CROSSROAD

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $28,595

DODGE JOURNEY CROSSROAD (FWD)
Exterior Color: Granite Pearl–Coat Exterior Color
Interior Color: Black Interior Color
Interior: Leather Seats with Sport Mesh Inserts
Engine: 2.4–Liter I4 DOHC 16–Valve Dual VVT Engine
Transmission: 4–Speed Automatic Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)
FUNCTIONAL/SAFETY FEATURES
Advanced Multistage Front Airbags
Supplemental Side–Curtain Airbags In All Rows
Supplemental Front Seat–Mounted Side Airbags
LATCH Ready Child Seat Anchor System
Active Head Restraints
Push–Button Start
Sentry Key® Theft Deterrent System
ParkSense® Rear Park–Assist System
ParkView® Rear Back–Up Camera
Touring Suspension
4–Wheel Disc Anti–Lock Brakes
Traction Control
Speed Control
Electronic Stability Control
Power Express Open / Close Sunroof
20.5–Gallon Fuel Tank
INTERIOR FEATURES
Uconnect® 3 with 8.4–Inch Display
SiriusXM® Satellite Radio
For More Information, Call 888–539–7474
Uconnect® Voice Command with Bluetooth®
Remote USB Port
6–Speakers
Leather–Wrapped Steering Wheel
Steering Wheel Mounted Audio Controls
Leather–Wrapped Shift Knob
Tilt / Telescope Steering Column
Auto–Dimming Rear View Mirror
Power 6–Way Driver Seat
4–Way Power Adjustable Driver Lumbar
Second–Row In–Floor Storage Bins
Overhead Console
Second–Row 40 / 60 Tilt and Slide Seat
Third–Row 50 / 50 Fold / Reclining Seat
Air Conditioning with 3–Zone Automatic Temp Control
Power Windows with Driver's One–Touch–Down Feature
Tire Pressure Monitoring Display
EXTERIOR FEATURES
19–Inch x 7.0–Inch Black Noise Aluminum Wheels
Body–Color Fascia with Platinum Chrome
Gloss Black Grille
Automatic Headlamps
Halogen Quad Headlamps
Black Headlamp Bezels
Black Tail Lamp Bezels
Platinum Chrome Side Roof Rails
Front Fog Lamps
Power–Heated Mirrors w/ Manual Fold–Away
Compact Spare Tire

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Customer Preferred Package 22S
Popular Equipment Group $1,595
Security Alarm
Garmin® Navigation System
Uconnect® 3 NAV with 8.4–Inch Display
Universal Garage–Door Opener
Heated Steering Wheel
6–Premium Speakers with Subwoofer
368–Watt Amplifier
Heated Front Seats
Remote–Start System
Rear Seat Video Group I $995
Second–Row Overhead 9–Inch Video Screen
Video Remote Control
Wireless Headphones (IR)

Destination Charge $1,495

TOTAL PRICE: * $32,680

WARRANTY COVERAGE
5–year or 60,000–mile Powertrain Limited Warranty.
2–year or 24,000–mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5YEAR/60,000MILE POWERTRAIN WARRANTY

Assembly Point/Port of Entry: TOLUCA, MEXICO
VIN: 3C4–PDCGB6LT–269249

For more information visit: www.dodge.com or call 1–800–4ADODGE

FCA US LLC

EPA DOT Fuel Economy and Environment — Gasoline Vehicle

Fuel Economy
21 MPG combined city/hwy (19 city, 25 highway)
4.8 gallons per 100 miles

You spend $2,250 in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $1,950

Fuel Economy & Greenhouse Gas Rating (1=Worst, 10=Best)
Smog Rating (1=Worst, 10=Best)

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and cost $7,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $2.70 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code

GOVERNMENT 5–STAR SAFETY RATINGS

Overall Vehicle Score ★★★★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★★ — Passenger ★★★★
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat ★★★★★ — Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single–vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1–888–327–4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

PARTS CONTENT INFORMATION
FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 25%
MAJOR SOURCES OF FOREIGN PARTS CONTENT:
MEXICO : 69%
NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON–PARTS COSTS.
FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
TOLUCA, MEXICO
COUNTRY OF ORIGIN:
ENGINE: UNITED STATES
TRANSMISSION: UNITED STATES

MOPAR. VEHICLE PROTECTION
A PRODUCT OF FCA US LLC
Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

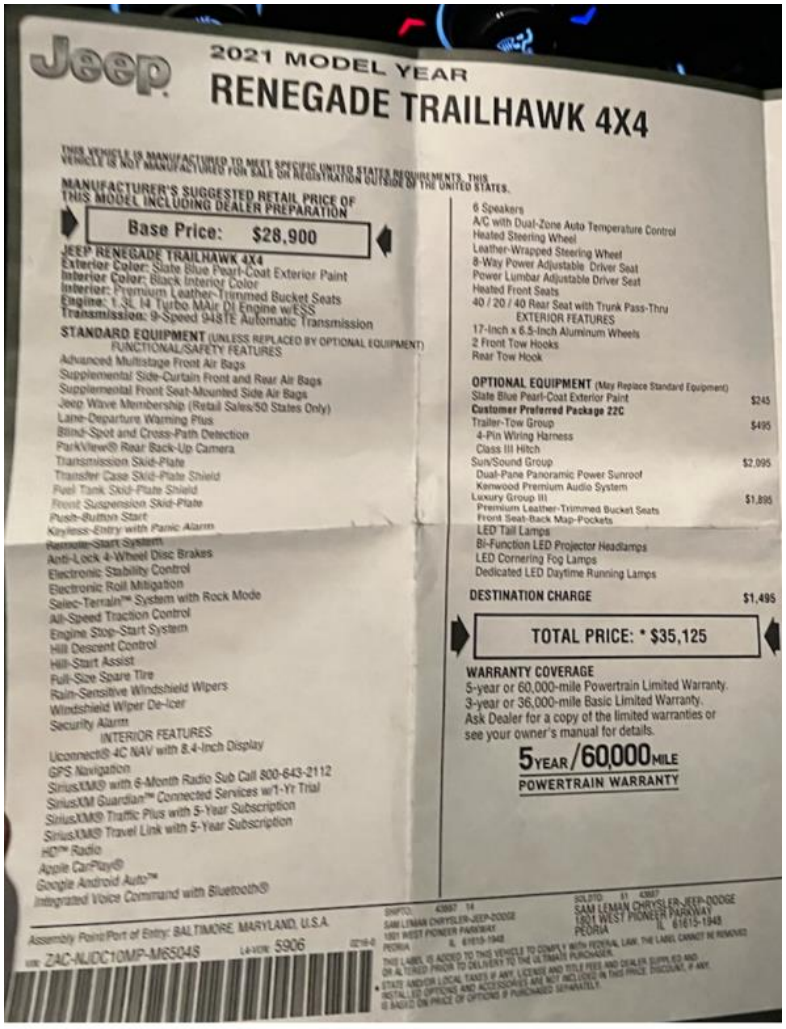
13. Among other things, the Monroney Sticker referenced a destination charge of $1,495, which in reality, was materially higher than the delivery cost for Plaintiffs' vehicle.

14. Plaintiffs purchased and used this vehicle for personal, family, or household uses. Plaintiffs' vehicle bears Vehicle Identification Number: 3C4–PDCGB6LT–269249.

15. Neither Defendants, nor any of their dealers or other representatives informed Plaintiffs, during or after purchase, of the fact that the destination charge contained phantom freight.

16. Plaintiffs also purchased a new 2021 Jeep Renegade Trailhawk on or about April 29, 2021, from Sam Leman Chrysler Jeep Dodge of Peoria, an authorized Jeep dealer and repair center located in Peoria, Illinois. Plaintiff paid a total purchase price of $35,125.

17. When Plaintiffs purchased the subject vehicle, Plaintiffs viewed the Monroney Sticker affixed to the window. Plaintiffs referenced the document, a photo of which is depicted below, for the feature and pricing information it contained:



Jeep

2021 MODEL YEAR

RENEGADE TRAILHAWK 4X4

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $28,900

JEEP RENEGADE TRAILHAWK 4X4
Exterior Color: Slate Blue Pearl-Coat Exterior Paint
Interior Color: Black Interior Color
Interior: Premium Leather-Trimmed Bucket Seats
Engine: 1.3L I4 Turbo MAir DI Engine w/ESS
Transmission: 9-Speed 948TE Automatic Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)
FUNCTIONAL/SAFETY FEATURES
Advanced Multistage Front Air Bags
Supplemental Side-Curtain Front and Rear Air Bags
Supplemental Front Seat-Mounted Side Air Bags
Jeep Wave Membership (Retail Sales/50 States Only)
Lane-Departure Warning Plus
Blind-Spot and Cross-Path Detection
ParkView® Rear Back-Up Camera
Transmission Skid-Plate
Transfer Case Skid-Plate Shield
Fuel Tank Skid-Plate Shield
Front Suspension Skid-Plate
Push-Button Start
Keyless-Entry with Panic Alarm
Remote-Start System
Anti-Lock 4-Wheel Disc Brakes
Electronic Stability Control
Electronic Roll Mitigation
Selec-Terrain™ System with Rock Mode
All-Speed Traction Control
Engine Stop-Start System
Hill Descent Control
Hill-Start Assist
Full-Size Spare Tire
Rain-Sensitive Windshield Wipers
Windshield Wiper De-Icer
Security Alarm
INTERIOR FEATURES
Uconnect® 4C NAV with 8.4-Inch Display
GPS Navigation
SiriusXM® with 6-Month Radio Sub Call 800-643-2112
SiriusXM Guardian™ Connected Services w/1-Yr Trial
SiriusXM® Traffic Plus with 5-Year Subscription
SiriusXM® Travel Link with 5-Year Subscription
HD™ Radio
Apple CarPlay®
Google Android Auto™
Integrated Voice Command with Bluetooth®
6 Speakers
A/C with Dual-Zone Auto Temperature Control
Heated Steering Wheel
Leather-Wrapped Steering Wheel
8-Way Power Adjustable Driver Seat
Power Lumbar Adjustable Driver Seat
Heated Front Seats
40 / 20 / 40 Rear Seat with Trunk Pass-Thru
EXTERIOR FEATURES
17-Inch x 6.5-Inch Aluminum Wheels
2 Front Tow Hooks
Rear Tow Hook

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Slate Blue Pearl-Coat Exterior Paint $245
Customer Preferred Package 22C
Trailer-Tow Group $495
4-Pin Wiring Harness
Class III Hitch
Sun/Sound Group $2,095
Dual-Pane Panoramic Power Sunroof
Kenwood Premium Audio System
Luxury Group III $1,895
Premium Leather-Trimmed Bucket Seats
Front Seat-Back Map Pockets
LED Tail Lamps
Bi-Function LED Projector Headlamps
LED Cornering Fog Lamps
Dedicated LED Daytime Running Lamps

DESTINATION CHARGE $1,495

TOTAL PRICE: * $35,125

WARRANTY COVERAGE
5-year or 60,000-mile Powertrain Limited Warranty.
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY

Assembly Point/Port of Entry: BALTIMORE, MARYLAND, U.S.A.

VIN: ZAC-NJDC10MP-M6504S L4-VIN: 5906

SHPTO: 43867 14
SAM LEMAN CHRYSLER-JEEP-DODGE
1801 WEST PIONEER PARKWAY
PEORIA IL 61615-1948

SOLDTO: 51 43867
SAM LEMAN CHRYSLER-JEEP-DODGE
1801 WEST PIONEER PARKWAY
PEORIA IL 61615-1948

THIS LABEL IS AFFIXED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

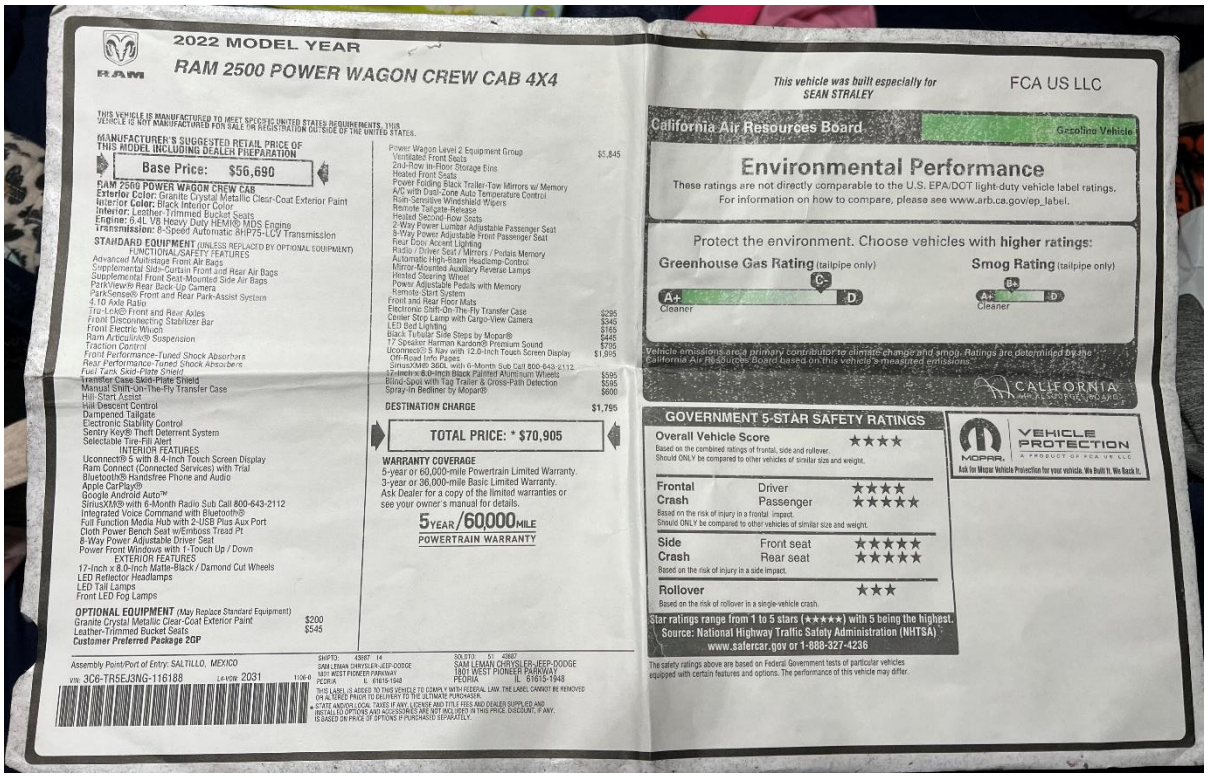
18. Among other things, the Monroney Sticker referenced a destination charge of $1,495, which in reality, was materially higher than the delivery cost for Plaintiff's vehicle.

19. Plaintiffs purchased this vehicle for personal, family, or household uses. Plaintiffs' vehicle bears Vehicle Identification Number: ZAC-NJDC10MP-M65048.

20. Neither Defendants, nor any of their dealers or other representatives informed Plaintiffs, during or after purchase, of the fact that the destination charge contained phantom freight.

21. Additionally, Plaintiffs purchased a new 2022 Ram 2500 Power Wagon on or about December 17, 2021, from Sam Leman Chrysler Jeep Dodge of Peoria, an authorized Ram dealer and repair center located in Peoria, Illinois. Plaintiffs paid a total purchase price of $84,805.60.

22. When Plaintiffs purchased the subject vehicle, Plaintiffs viewed the Monroney Sticker affixed to the window. Plaintiffs referenced the document, a photo of which is depicted below, for the feature and pricing information it contained:



2022 MODEL YEAR

RAM 2500 POWER WAGON CREW CAB 4X4

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $56,690

RAM 2500 POWER WAGON CREW CAB
Exterior Color: Granite Crystal Metallic Clear-Coat Exterior Paint
Interior Color: Black Interior Color
Interior: Leather-Trimmed Bucket Seats
Engine: 6.4L V8 Heavy Duty HEMI® MDS Engine
Transmission: 8-Speed Automatic 8HP75-LCV Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)
FUNCTIONAL/SAFETY FEATURES
Advanced Multistage Front Air Bags
Supplemental Side-Curtain Front and Rear Air Bags
Supplemental Front Seat-Mounted Side Air Bags
ParkView® Rear Back-Up Camera
ParkSense® Front and Rear Park-Assist System
4.10 Axle Ratio
Tru-Lock® Front and Rear Axles
Front Disconnecting Stabilizer Bar
Front Electric Winch
Ram Articulink® Suspension
Traction Control
Front Performance-Tuned Shock Absorbers
Rear Performance-Tuned Shock Absorbers
Fuel Tank Skid-Plate Shield
Transfer Case Skid-Plate Shield
Manual Shift-On-The-Fly Transfer Case
Hill Start Assist
Hill Descent Control
Dampened Tailgate
Electronic Stability Control
Sentry Key® Theft Deterrent System
Selectable Tire-Fill Alert
INTERIOR FEATURES
Uconnect® 5 with 8.4-Inch Touch Screen Display
Ram Connect (Connected Services) with Trial
Bluetooth® Handsfree Phone and Audio
Apple CarPlay®
Google Android Auto™
SiriusXM® with 6-Month Radio Sub Call 800-643-2112
Integrated Voice Command with Bluetooth®
Full Function Media Hub with 2-USB Plus Aux Port
Cloth Power Bench Seat w/Embossed Tread Pt
8-Way Power Adjustable Driver Seat
Power Front Windows with 1-Touch Up / Down
EXTERIOR FEATURES
17-Inch x 8.0-Inch Matte-Black / Diamond Cut Wheels
LED Reflector Headlamps
LED Tail Lamps
Front LED Fog Lamps

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Granite Crystal Metallic Clear-Coat Exterior Paint $200
Leather-Trimmed Bucket Seats $545
Customer Preferred Package 2GP
Power Wagon Level 2 Equipment Group $5,845
Ventilated Front Seats
2nd-Row In-Floor Storage Bins
Heated Front Seats
Power Folding Black Trailer-Tow Mirrors w/ Memory
A/C with Dual-Zone Auto Temperature Control
Rain-Sensitive Windshield Wipers
Remote Tailgate-Release
Heated Second-Row Seats
2-Way Power Lumbar Adjustable Passenger Seat
8-Way Power Adjustable Front Passenger Seat
Rear Door Accent Lighting
Radio / Driver Seat / Mirrors / Portals Memory
Automatic High-Beam Headlamp Control
Mirror-Mounted Auxiliary Reverse Lamps
Heated Steering Wheel
Power Adjustable Pedals with Memory
Remote-Start System
Front and Rear Floor Mats
Electronic Shift-On-The-Fly Transfer Case $295
Center Stop Lamp with Cargo-View Camera $345
LED Bed Lighting $765
Black Tubular Side Steps by Mopar® $445
17 Speaker Harman Kardon® Premium Sound $795
Uconnect® 5 Nav with 12.0-Inch Touch Screen Display $1,995
Off-Road Info Pages
SiriusXM® 360L with 6-Month Sub Call 800-643-2112
20-Inch x 8.0-Inch Black Painted Aluminum Wheels $595
Blind-Spot with Tag Trailer & Cross-Path Detection $595
Spray-In Bedliner by Mopar® $600
DESTINATION CHARGE $1,795

TOTAL PRICE: * $70,905

WARRANTY COVERAGE
5-year or 60,000-mile Powertrain Limited Warranty.
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.
5YEAR/60,000MILE
POWERTRAIN WARRANTY

Assembly Point/Port of Entry: SALTILLO, MEXICO
VIN: 3C6-TR5EJ3NG-116188 L4-VDN: 2031 1106-0
SHIPTO: 43687 - 14 SAM LEMAN CHRYSLER-JEEP-DODGE 1801 WEST PIONEER PARKWAY PEORIA IL 61615-1948
SOLDTO: 51 43687 SAM LEMAN CHRYSLER-JEEP-DODGE 1801 WEST PIONEER PARKWAY PEORIA IL 61615-1948
THIS LABEL IS AFFIXED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.
* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

This vehicle was built especially for SEAN STRALEY

FCA US LLC

California Air Resources Board — Gasoline Vehicle

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with higher ratings:

Greenhouse Gas Rating (tailpipe only): A+ Cleaner — C- — D

Smog Rating (tailpipe only): A+ Cleaner — B+ — D

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

CALIFORNIA

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★ — Passenger ★★★★★
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat ★★★★★ — Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

MOPAR VEHICLE PROTECTION
A PRODUCT OF FCA US LLC
Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

23. Among other things, the Monroney Sticker referenced a destination charge of $1,795, which in reality, was materially higher than the delivery cost for Plaintiffs' vehicle.

24. Plaintiffs purchased and used this vehicle for personal, family, or household uses. Plaintiffs' vehicle bears Vehicle Identification Number: 3C6-TR5EJ3NG-116188.

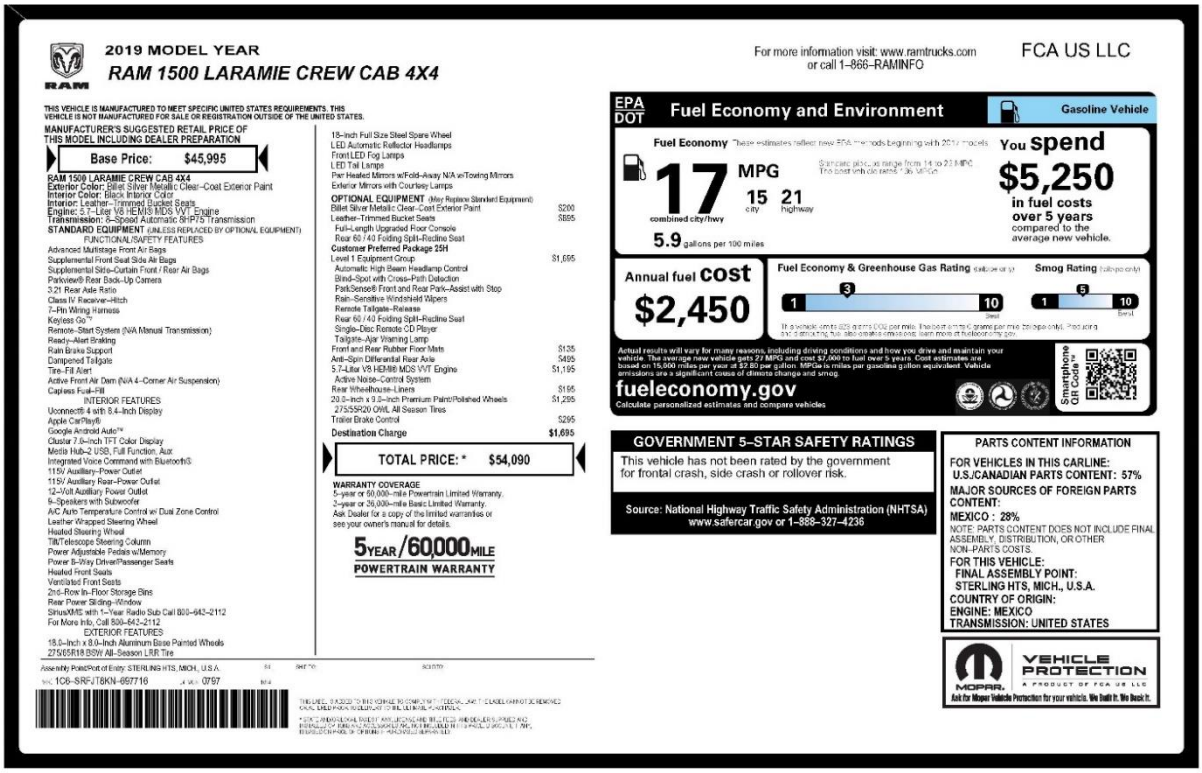
25. Neither Defendants, nor any of their dealers or other representatives informed Plaintiffs, during or after purchase, of the fact that the destination charge contained phantom freight.

Plaintiff Nathan Benefield

26. Plaintiff Nathan Benefield is a citizen of Missouri and currently resides in Wentzville, Missouri.

27. Plaintiff purchased a new Dodge 2019 Ram 1500 Laramie on or about April 5, 2019, from Jim Butler Linn Chevrolet, an authorized Dodge dealer and repair center located in Linn, Missouri. Plaintiff paid a total purchase price of $40,300.

28. When Plaintiff purchased the subject vehicle, Plaintiff viewed the Monroney Sticker affixed to the window. Plaintiff referenced the document, an exemplar of which is depicted below, for the feature and applicable pricing information it contained:



2019 MODEL YEAR
RAM 1500 LARAMIE CREW CAB 4X4

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $45,995

RAM 1500 LARAMIE CREW CAB 4X4
Exterior Color: Billet Silver Metallic Clear-Coat Exterior Paint
Interior Color: Black Interior Color
Interior: Leather-Trimmed Bucket Seats
Engine: 5.7-Liter V8 HEMI® MDS VVT Engine
Transmission: 8-Speed Automatic 8HP75 Transmission
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES
Advanced Multistage Front Air Bags
Supplemental Front Seat Side Air Bags
Supplemental Side-Curtain Front / Rear Air Bags
Parkview® Rear Back-Up Camera
3.21 Rear Axle Ratio
Class IV Receiver-Hitch
7-Pin Wiring Harness
Keyless Go™
Remote Start System (N/A Manual Transmission)
Ready-Alert Braking
Rain Brake Support
Dampened Tailgate
Tire-Fill Alert
Active Front Air Dam (N/A 4-Corner Air Suspension)
Capless Fuel-Fill

INTERIOR FEATURES
Uconnect® 4 with 8.4-Inch Display
Apple CarPlay®
Google Android Auto™
Cluster 7.0-Inch TFT Color Display
Media Hub-2 USB, Full Function, Aux
Integrated Voice Command with Bluetooth®
115V Auxiliary-Power Outlet
115V Auxiliary Rear-Power Outlet
12-Volt Auxiliary Power Outlet
9-Speakers with Subwoofer
A/C Auto Temperature Control w/ Dual Zone Control
Leather Wrapped Steering Wheel
Heated Steering Wheel
Tilt/Telescope Steering Column
Power Adjustable Pedals w/Memory
Power 8-Way Driver/Passenger Seats
Heated Front Seats
Ventilated Front Seats
2nd-Row In-Floor Storage Bins
Rear Power Sliding-Window
SiriusXM® with 1-Year Radio Sub Call 800-643-2112
For More Info, Call 800-643-2112

EXTERIOR FEATURES
18.0-Inch x 8.0-Inch Aluminum Base Painted Wheels
275/65R18 SBW All-Season LRR Tire
18-Inch Full Size Steel Spare Wheel
LED Automatic Reflector Headlamps
Front LED Fog Lamps
LED Tail Lamps
Pwr Heated Mirrors w/Fold-Away N/A w/Towing Mirrors
Exterior Mirrors with Courtesy Lamps

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Billet Silver Metallic Clear-Coat Exterior Paint $200
Leather-Trimmed Bucket Seats $895
Full-Length Upgraded Floor Console
Rear 60/40 Folding Split-Recline Seat
Customer Preferred Package 25H $1,695
Level 1 Equipment Group
Automatic High Beam Headlamp Control
Blind-Spot with Cross-Path Detection
ParkSense® Front and Rear Park-Assist with Stop
Rain-Sensitive Windshield Wipers
Remote Tailgate-Release
Rear 60/40 Folding Split-Recline Seat
Single-Disc Remote CD Player
Tailgate-Ajar Warning Lamp
Front and Rear Rubber Floor Mats $135
Anti-Spin Differential Rear Axle $495
5.7-Liter V8 HEMI® MDS VVT Engine $1,195
Active Noise-Control System
Rear Wheelhouse-Liners $195
20.0-Inch x 9.0-Inch Premium Paint/Polished Wheels $1,295
275/55R20 OWL All Season Tires
Trailer Brake Control $295
Destination Charge $1,695

TOTAL PRICE: * $54,090

WARRANTY COVERAGE
5-year or 60,000-mile Powertrain Limited Warranty.
2-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5YEAR/60,000MILE
POWERTRAIN WARRANTY

Assembly Point/Port of Entry: STERLING HTS, MICH, U.S.A.
VIN: 1C6-SRFUTBKN-697719 MFD: 07/97

For more information visit: www.ramtrucks.com or call 1-866-RAMINFO

FCA US LLC

EPA DOT Fuel Economy and Environment — Gasoline Vehicle

Fuel Economy
17 MPG combined city/hwy (15 city, 21 highway)
5.9 gallons per 100 miles

You Spend $5,250 in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $2,450

Fuel Economy & Greenhouse Gas Rating (1 Worst, 10 Best): 3
Smog Rating (1 Worst, 10 Best): 5

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and cost $2,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $2.80 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS
This vehicle has not been rated by the government for frontal crash, side crash or rollover risk.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

PARTS CONTENT INFORMATION
FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 57%
MAJOR SOURCES OF FOREIGN PARTS CONTENT:
MEXICO : 28%
NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.
FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
STERLING HTS, MICH., U.S.A.
COUNTRY OF ORIGIN:
ENGINE: MEXICO
TRANSMISSION: UNITED STATES

MOPAR VEHICLE PROTECTION
A PRODUCT OF FCA US LLC
Ask for Mopar Vehicle Protection for your vehicle. We built it. We back it.

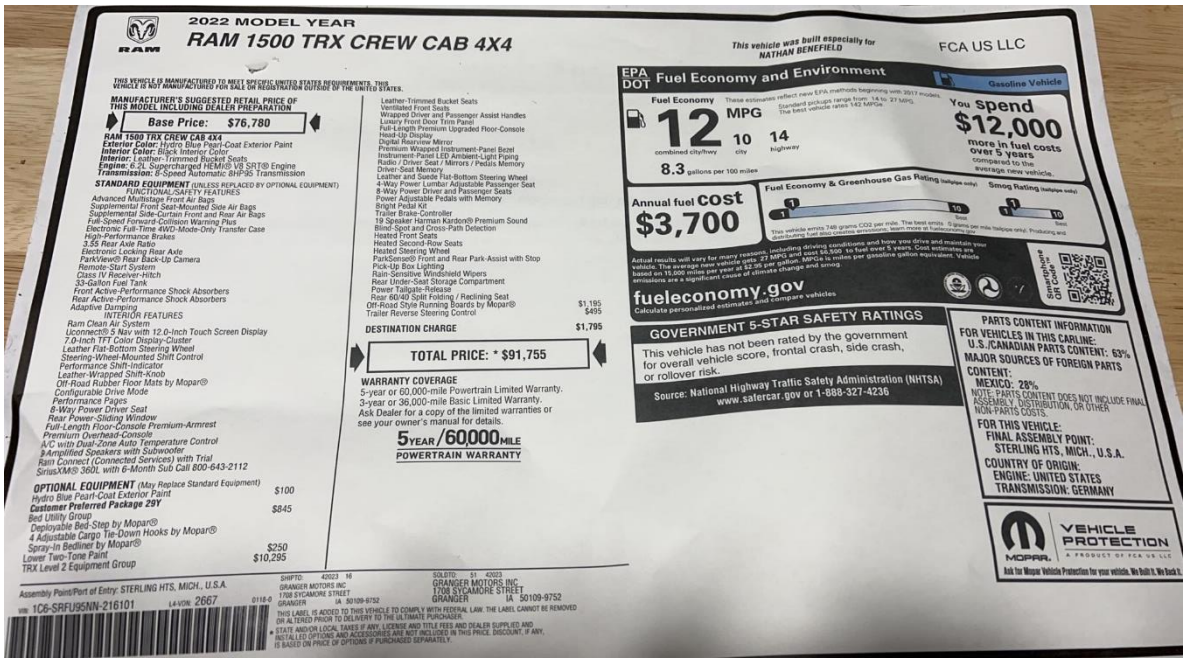
29. Among other things, the Monroney Sticker referenced a destination charge of $1,695, which in reality, was materially higher than the delivery cost for Plaintiff's vehicle.

30. Plaintiff purchased this vehicle for personal, family, or household uses. Plaintiff's vehicle bears Vehicle Identification Number: 1C6-SRFJT8KN-697716.

31. Neither Defendants, nor any of their dealers or other representatives informed Plaintiff, during or after purchase, of the fact that the destination charge contained phantom freight.

32. Plaintiff also purchased a new Dodge 2022 Ram 1500 TRX on or about March 3, 2022, from Granger Motors, an authorized Dodge dealer and repair center located in Granger, Iowa. Plaintiff paid a total purchase price of $79,924.

33. When Plaintiff purchased the subject vehicle, Plaintiff viewed the Monroney Sticker affixed to the window. Plaintiff referenced the document for the feature and pricing information it contained. Plaintiff retained the Monroney Sticker, a photo of which is depicted below:



34. Among other things, the Monroney Sticker referenced a destination charge of $1,795, which in reality, was materially higher than the delivery cost for Plaintiff's vehicle.

35. Plaintiff purchased (and still owns) this vehicle, which is used for personal, family, or household uses. Plaintiff's vehicle bears Vehicle Identification Number: 1C6-SRFU95NN-216101.

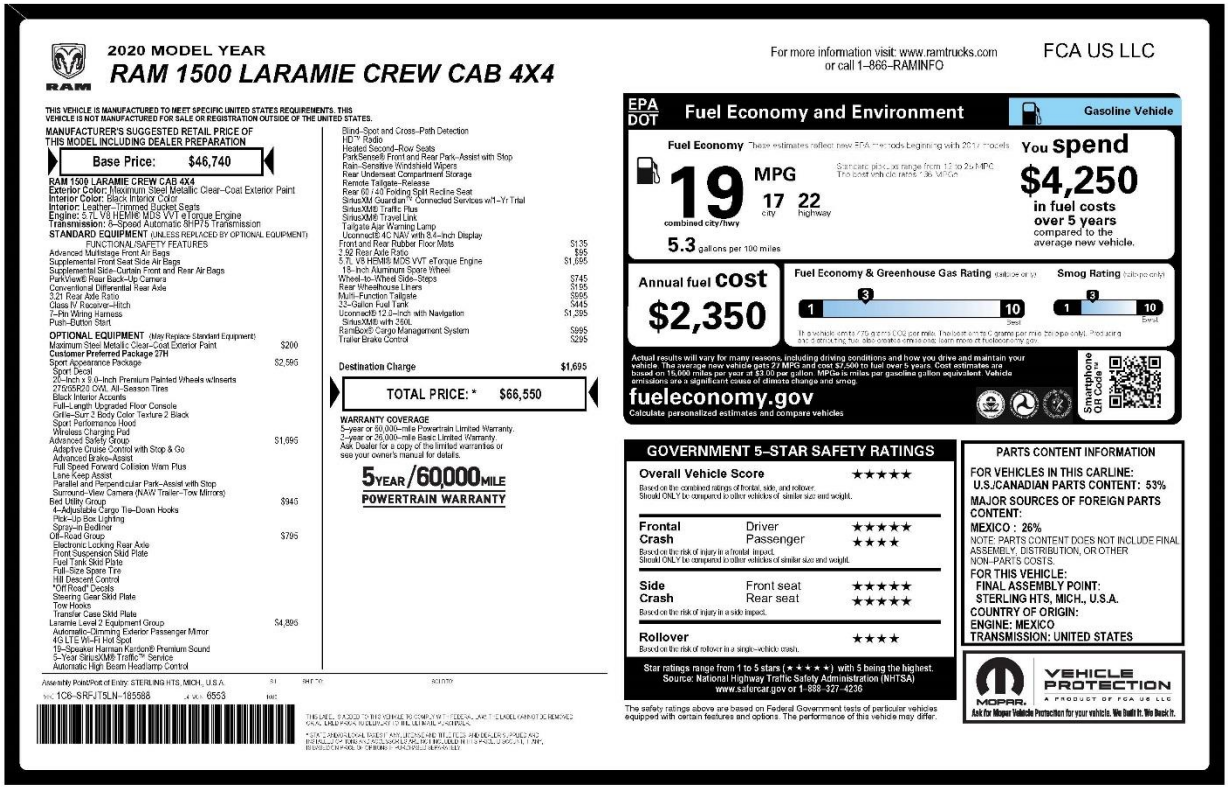
36. Neither Defendants, nor any of their dealers or other representatives informed Plaintiff, during or after purchase, of the fact that the destination charge contained phantom freight.

Plaintiff John Bucalo

37. Plaintiff John Bucalo is a citizen of New York and currently resides in East Setauket, New York.

38. Plaintiff purchased a new 2020 Ram 1500 Laramie Crew Cab on or about October 22, 2019, from Brown's Jeep Chrysler Dodge, an authorized Ram dealer and repair center located in Patchogue, New York. Plaintiff paid a total purchase price of $64,531.86

39. When Plaintiff purchased the subject vehicle, Plaintiff viewed the Monroney Sticker affixed to the window. Plaintiff referenced the document, an exemplar of which is depicted below, for the feature and pricing information it contained:



2020 MODEL YEAR
RAM 1500 LARAMIE CREW CAB 4X4

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $46,740

RAM 1500 LARAMIE CREW CAB 4X4
Exterior Color: Maximum Steel Metallic Clear-Coat Exterior Paint
Interior Color: Black Interior Color
Interior: Leather-Trimmed Bucket Seats
Engine: 5.7L V8 HEMI® MDS VVT eTorque Engine
Transmission: 8-Speed Automatic 8HP75 Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES
Advanced Multistage Front Air Bags
Supplemental Front Seat Side Air Bags
Supplemental Side-Curtain Front and Rear Air Bags
ParkView® Rear Back-Up Camera
Conventional Differential Rear Axle
3.21 Rear Axle Ratio
Class IV Receiver-Hitch
7-Pin Wiring Harness
Push-Button Start

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Maximum Steel Metallic Clear-Coat Exterior Paint $200
Customer Preferred Package 27H
Sport Appearance Package $2,595
Sport Decal
20-Inch x 9.0-Inch Premium Painted Wheels w/Inserts
275/55R20 OWL All-Season Tires
Black Interior Accents
Full-Length Upgraded Floor Console
Grille-Surr 2 Body Color Texture 2 Black
Sport Performance Hood
Wireless Charging Pad
Advanced Safety Group $1,095
Adaptive Cruise Control with Stop & Go
Advanced Brake-Assist
Full Speed Forward Collision Warn Plus
Lane-Keep Assist
Parallel and Perpendicular Park-Assist with Stop
Surround-View Camera (NAV Trailer-Tow Mirrors)
Bed Utility Group $945
4-Adjustable Cargo Tie-Down Hooks
Pick-Up Box Lighting
Spray-in Bedliner
Off-Road Group $795
Electronic Locking Rear Axle
Front Suspension Skid Plate
Fuel Tank Skid Plate
Full-Size Spare Tire
Hill Descent Control
"Off Road" Decals
Steering Gear Skid Plate
Tow Hooks
Transfer Case Skid Plate
Laramie Level 2 Equipment Group $4,895
Automatic-Dimming Exterior Passenger Mirror
4G LTE Wi-Fi Hot Spot
19-Speaker Harman Kardon® Premium Sound
5-Year SiriusXM® Traffic™ Service
Automatic High Beam Headlamp Control
Blind-Spot and Cross-Path Detection
HD™ Radio
Heated Second-Row Seats
ParkSense® Front and Rear Park-Assist with Stop
Rain-Sensitive Windshield Wipers
Rear Underseat Compartment Storage
Remote Tailgate-Release
Rear 60/40 Folding Split Recline Seat
SiriusXM Guardian™ Connected Services w/1-Yr Trial
SiriusXM® Traffic Plus
SiriusXM® Travel Link
Tailgate Ajar Warning Lamp
Uconnect® 4C NAV with 8.4-Inch Display $135
Front and Rear Rubber Floor Mats $95
2.92 Rear Axle Ratio $1,695
5.7L V8 HEMI® MDS VVT eTorque Engine
18-Inch Aluminum Spare Wheel
Wheel-to-Wheel Side-Steps $745
Rear Weathertube Liners $195
Multi-Function Tailgate $595
33-Gallon Fuel Tank $445
Uconnect® 12.0-Inch with Navigation $1,295
SiriusXM® with 360L
RamBox® Cargo Management System $595
Trailer Brake Control $295

Destination Charge $1,695

TOTAL PRICE: * $66,550

WARRANTY COVERAGE
5-year or 60,000-mile Powertrain Limited Warranty.
2-year or 24,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR/60,000 MILE POWERTRAIN WARRANTY

Assembly Point/Port of Entry: STERLING HTS, MICH., U.S.A.
VIN: 1C6-SRFJT5LN-185588 6553

THIS LABEL IS AFFIXED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. IT SHOULD NOT BE REMOVED UNTIL YOU HAVE REVIEWED IT WITH YOUR PURCHASE CONTRACT.

For more information visit: www.ramtrucks.com or call 1-866-RAMINFO

FCA US LLC

EPA DOT Fuel Economy and Environment — Gasoline Vehicle

Fuel Economy
19 MPG combined city/hwy
17 city 22 highway
5.3 gallons per 100 miles

You spend $4,250 in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $2,350

Fuel Economy & Greenhouse Gas Rating (1 worst, 10 best) — 3
Smog Rating (1 worst, 10 best) — 3

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and cost $7,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $3.00 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side, and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★★ — Passenger ★★★★
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat ★★★★★ — Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) www.safercar.gov or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

PARTS CONTENT INFORMATION
FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 53%
MAJOR SOURCES OF FOREIGN PARTS CONTENT:
MEXICO : 26%
NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.
FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
STERLING HTS, MICH., U.S.A.
COUNTRY OF ORIGIN:
ENGINE: MEXICO
TRANSMISSION: UNITED STATES

MOPAR. VEHICLE PROTECTION
A PRODUCT OF FCA US LLC
Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

40. Among other things, the Monroney Sticker referenced a destination charge of $1,695, which in reality, was materially higher than the delivery cost for Plaintiff's vehicle.

41. Plaintiff purchased (and still owns) this vehicle, which is used for personal, family or household uses. Plaintiff's vehicle bears Vehicle Identification Number: 1C6-SRFJT5LN-185588.

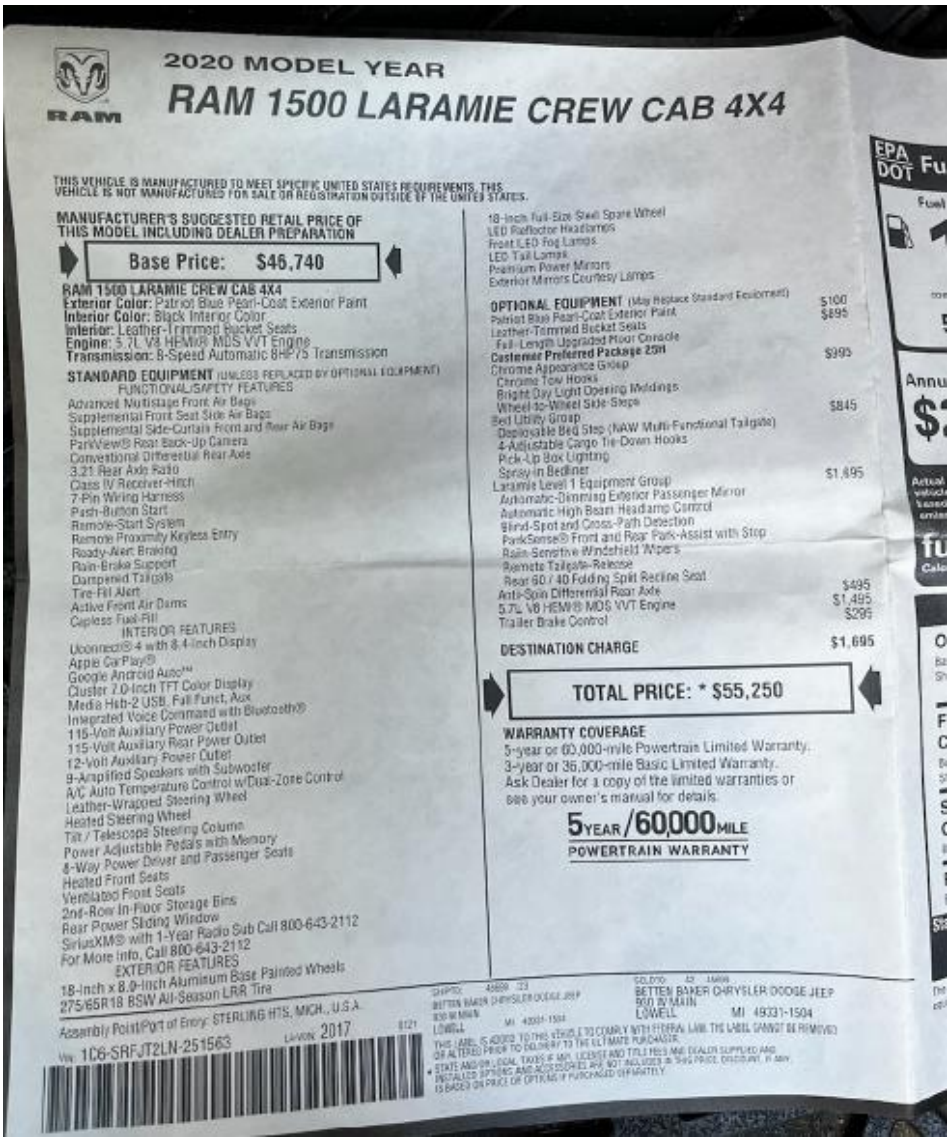
42. Neither Defendants, nor any of their dealers or other representatives informed Plaintiff, during or after purchase, of the fact that the destination charge contained phantom freight.

Plaintiff Daniel Childs

43. Plaintiff Daniel Childs is a citizen of Michigan and currently resides in Gowen, Michigan.

44. Plaintiff purchased a new 2020 Ram 1500 Laramie Crew Cab on or about March 23, 2020, from Betten Baker Chrysler Dodge Jeep Ram, an authorized Ram dealer and repair center located in Lowell, Michigan. Plaintiff paid a total purchase price of $59,551.34.

45. When Plaintiff purchased the subject vehicle, Plaintiff viewed the Monroney Sticker affixed to the window. Plaintiff referenced the document, a photo of which is depicted below, for the feature and pricing information it contained:



2020 MODEL YEAR

RAM 1500 LARAMIE CREW CAB 4X4

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $46,740

RAM 1500 LARAMIE CREW CAB 4X4
Exterior Color: Patriot Blue Pearl-Coat Exterior Paint
Interior: Leather-Trimmed Bucket Seats
Engine: 5.7L V8 HEMI® MDS VVT Engine
Transmission: 8-Speed Automatic 8HP75 Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)
FUNCTIONAL/SAFETY FEATURES
Advanced Multistage Front Air Bags
Supplemental Front Seat Side Air Bags
Supplemental Side-Curtain Front and Rear Air Bags
ParkView® Rear Back-Up Camera
Conventional Differential Rear Axle
3.21 Rear Axle Ratio
Class IV Receiver Hitch
7-Pin Wiring Harness
Push-Button Start
Remote-Start System
Remote Proximity Keyless Entry
Ready-Alert Braking
Rain-Brake Support
Dampened Tailgate
Tire-Fill Alert
Active Front Air Dams
Capless Fuel-Fill
INTERIOR FEATURES
Uconnect® 4 with 8.4-inch Display
Apple CarPlay®
Google Android Auto™
Cluster 7.0-inch TFT Color Display
Media Hub-2 USB, Full Funct, Aux
Integrated Voice Command with Bluetooth®
115-Volt Auxiliary Power Outlet
115-Volt Auxiliary Rear Power Outlet
12-Volt Auxiliary Power Outlet
9-Amplified Speakers with Subwoofer
A/C Auto Temperature Control w/Dual-Zone Control
Leather-Wrapped Steering Wheel
Heated Steering Wheel
Tilt / Telescope Steering Column
Power Adjustable Pedals with Memory
8-Way Power Driver and Passenger Seats
Heated Front Seats
Ventilated Front Seats
2nd-Row In-Floor Storage Bins
Rear Power Sliding Window
SiriusXM® with 1-Year Radio Sub Call 800-643-2112
For More Info, Call 800-643-2112
EXTERIOR FEATURES
18-Inch x 8.0-Inch Aluminum Base Painted Wheels
275/65R18 BSW All-Season LRR Tire
18-Inch Full-Size Steel Spare Wheel
LED Reflector Headlamps
Front LED Fog Lamps
LED Tail Lamps
Premium Power Mirrors
Exterior Mirrors Courtesy Lamps

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Patriot Blue Pearl-Coat Exterior Paint $100
Leather-Trimmed Bucket Seats $895
Full-Length Upgraded Floor Console
Customer Preferred Package 25H $995
Chrome Appearance Group
Chrome Tow Hooks
Bright Day Light Opening Moldings
Wheel-to-Wheel Side Steps $845
Bed Utility Group
Deployable Bed Step (NAW Multi-Functional Tailgate)
4-Adjustable Cargo Tie-Down Hooks
Pick-Up Box Lighting
Spray-in Bedliner $1,695
Laramie Level 1 Equipment Group
Automatic-Dimming Exterior Passenger Mirror
Automatic High Beam Headlamp Control
Blind-Spot and Cross-Path Detection
ParkSense® Front and Rear Park-Assist with Stop
Rain-Sensitive Windshield Wipers
Remote Tailgate Release
Rear 60 / 40 Folding Split Recline Seat $495
Anti-Spin Differential Rear Axle $1,495
5.7L V8 HEMI® MDS VVT Engine $295
Trailer Brake Control

DESTINATION CHARGE $1,695

TOTAL PRICE: * $55,250

WARRANTY COVERAGE
5-year or 60,000-mile Powertrain Limited Warranty.
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY

Assembly Point/Port of Entry: STERLING HTS., MICH., U.S.A.
VIN: 1C6-SRFJT2LN-251563
LAVON: 2017

SOLD TO: BETTEN BAKER CHRYSLER DODGE JEEP
800 W MAIN
LOWELL MI 49331-1504

THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THIS LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES ARE DEALER SUPPLIED AND INSTALLED (OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

46. Among other things, the Monroney Sticker referenced a destination charge of $1,695, which in reality, was materially higher than the delivery cost for Plaintiff's vehicle.

47. Plaintiff purchased (and still owns) this vehicle, which is used for personal, family, or household uses. Plaintiff's vehicle bears Vehicle Identification Number: 1C6-SRFJT2LN-251563.

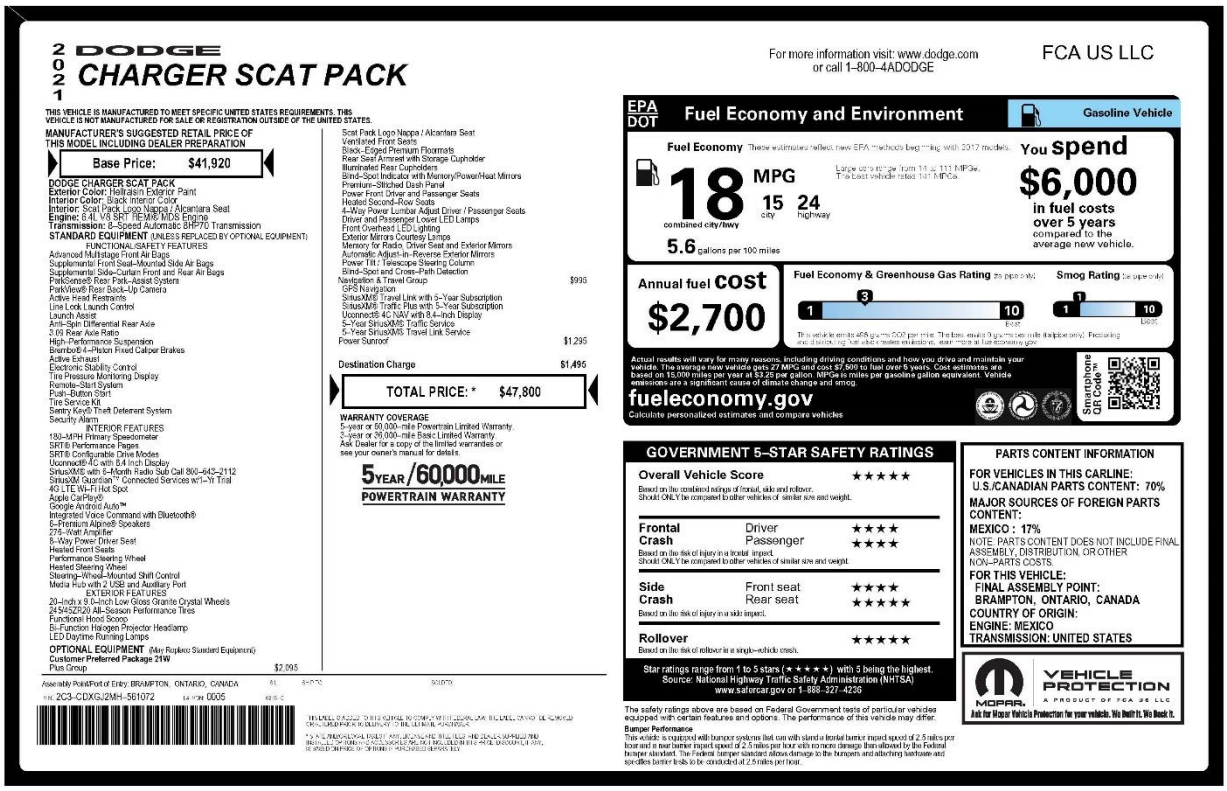
48. Neither Defendants, nor any of their dealers or other representatives informed Plaintiff, during or after purchase, of the fact that the destination charge contained phantom freight.

Plaintiff Trevor Cole

49. Plaintiff Trevor Cole is a citizen of Florida and currently resides in Fort Walton Beach, Florida.

50. Plaintiff purchased a new 2021 Dodge Charger on or about April 5, 2021, from Woody Folsom Chrysler Dodge Jeep Ram, an authorized Dodge dealer and repair center located in Vidalia, Georgia. Plaintiff paid a total purchase price of $47,800.

51. When Plaintiff purchased the subject vehicle, Plaintiff viewed the Monroney Sticker affixed to the window. Plaintiff referenced the document, an exemplar of which is depicted below, for the feature and applicable pricing information it contained:



2021 DODGE CHARGER SCAT PACK

For more information visit: www.dodge.com or call 1-800-4ADODGE

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $41,920

DODGE CHARGER SCAT PACK
Exterior Color: Hellraisin Exterior Paint
Interior Color: Black Interior Color
Interior: Scat Pack Logo Nappa / Alcantara Seat
Engine: 6.4L V8 SRT HEMI® MDS Engine
Transmission: 8–Speed Automatic BHP70 Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES
Advanced Multistage Front Air Bags
Supplemental Front Seat–Mounted Side Air Bags
Supplemental Side–Curtain Front and Rear Air Bags
ParkSense® Rear Park–Assist System
ParkView® Rear Back–Up Camera
Active Head Restraints
Line Lock Launch Control
Launch Assist
Anti–Spin Differential Rear Axle
3.09 Rear Axle Ratio
High–Performance Suspension
Brembo® 4–Piston Fixed Caliper Brakes
Active Exhaust
Electronic Stability Control
Tire Pressure Monitoring Display
Remote–Start System
Push–Button Start
Tire Service Kit
Sentry Key® Theft Deterrent System
Security Alarm

INTERIOR FEATURES
180–MPH Primary Speedometer
SRT® Performance Pages
SRT® Configurable Drive Modes
Uconnect® 4C with 8.4 inch Display
SiriusXM® with 6–Month Radio Sub Call 866–643–2112
SiriusXM® Guardian™ Connected Services w/1–Yr Trial
4G LTE Wi–Fi Hot Spot
Apple CarPlay®
Google Android Auto™
Integrated Voice Command with Bluetooth®
6–Premium Alpine® Speakers
276–Watt Amplifier
8–Way Power Driver Seat
Heated Front Seats
Performance Steering Wheel
Heated Steering Wheel
Steering–Wheel–Mounted Shift Control
Media Hub with 2 USB and Auxiliary Port

EXTERIOR FEATURES
20–Inch x 9.0–Inch Low Gloss Granite Crystal Wheels
245/45ZR20 All–Season Performance Tires
Functional Hood Scoop
Bi–Function Halogen Projector Headlamp
LED Daytime Running Lamps

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Customer Preferred Package 21W
Plus Group $2,095
Scat Pack Logo Nappa / Alcantara Seat
Ventilated Front Seats
Black–Edged Premium Floormats
Rear Seat Armrest with Storage Cupholder
Illuminated Rear Cupholders
Blind–Spot Indicator with Mirror/Power/Heat Mirrors
Premium–Stitched Dash Panel
Power Front Driver and Passenger Seats
Heated Second–Row Seats
4–Way Power Lumbar Adjust Driver / Passenger Seats
Driver and Passenger Lower LED Lamps
Front Overhead LED Lighting
Exterior Mirrors Courtesy Lamps
Memory for Radio, Driver Seat and Exterior Mirrors
Automatic Adjust–in–Reverse Exterior Mirrors
Power Tilt / Telescope Steering Column
Blind–Spot and Cross–Path Detection
Navigation & Travel Group $995
GPS Navigation
SiriusXM® Travel Link with 5–Year Subscription
SiriusXM® Traffic Plus with 5–Year Subscription
Uconnect® 4C NAV with 8.4–Inch Display
5–Year SiriusXM® Traffic Service
5–Year SiriusXM® Travel Link Service
Power Sunroof $1,295

Destination Charge $1,495

TOTAL PRICE: * $47,800

WARRANTY COVERAGE
5–year or 60,000–mile Powertrain Limited Warranty.
3–year or 36,000–mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5YEAR/60,000MILE POWERTRAIN WARRANTY

Assembly Point/Port of Entry: BRAMPTON, ONTARIO, CANADA

VIN: 2C3-CDXGJ2MH-561072

EPA DOT Fuel Economy and Environment — Gasoline Vehicle

Fuel Economy These estimates reflect new EPA methods beginning with 2017 models. Large cars range from 10 up to 111 MPGe. The best vehicle rated 141 MPGe.

18 MPG combined city/hwy (15 city, 24 highway)
5.6 gallons per 100 miles

You spend $6,000 in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $2,700

Fuel Economy & Greenhouse Gas Rating (as pipe is vb) 1 (Worst) 3 10 (Best)

Smog Rating (as pipe is vb) 1 (Worst) 1 10 (Best)

This vehicle emits 458 grams CO2 per mile. The best emits 0 grams (as with battery only). Producing and distributing fuel also creates emissions, even more at fuel economy.gov

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and cost $7,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $2.25 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code

GOVERNMENT 5–STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★ — Passenger ★★★★
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat ★★★★ — Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★★
Based on the risk of rollover in a single–vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) www.safercar.gov or 1–888–327–4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

Bumper Performance
This vehicle is equipped with bumper systems that can withstand a frontal barrier impact speed of 2.5 miles per hour and a rear barrier impact speed of 2.5 miles per hour with no more damage than allowed by the Federal bumper standard. The Federal bumper standard allows damage to the bumpers and attaching hardware and specifies better tests to be conducted at 2.5 miles per hour.

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 70%
MAJOR SOURCES OF FOREIGN PARTS CONTENT:
MEXICO : 17%
NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON–PARTS COSTS.
FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
BRAMPTON, ONTARIO, CANADA
COUNTRY OF ORIGIN:
ENGINE: MEXICO
TRANSMISSION: UNITED STATES

MOPAR VEHICLE PROTECTION A PRODUCT OF FCA US LLC
Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

52. Among other things, the Monroney Sticker referenced a destination charge of $1,495, which in reality, was materially higher than the delivery cost for Plaintiff's vehicle.

53. Plaintiff purchased this vehicle for personal, family, or household uses. Plaintiff's vehicle bears Vehicle Identification Number: 2C3-CDXGJ2MH-561072.

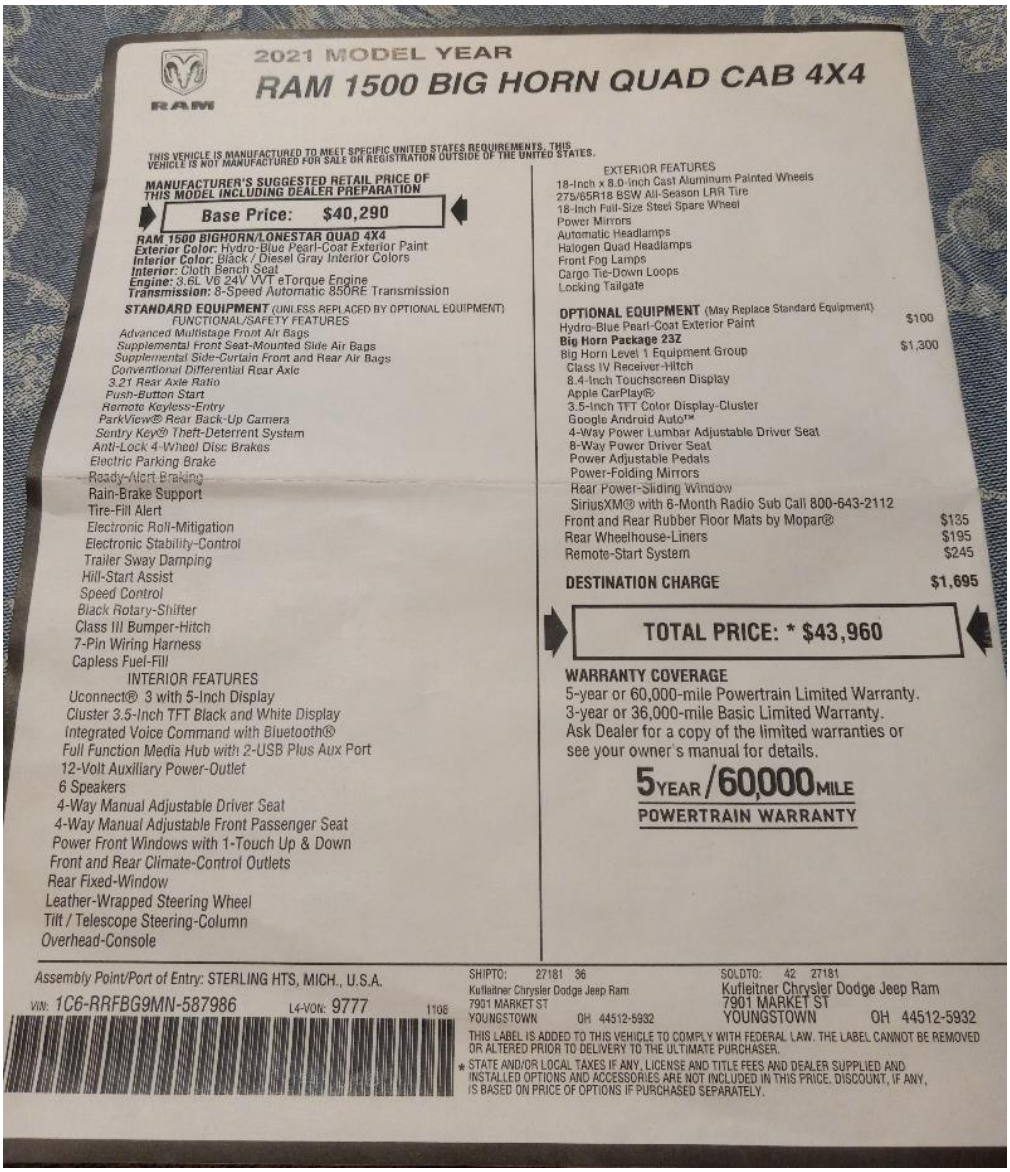
54. Neither Defendants, nor any of their dealers or other representatives informed Plaintiff, during or after purchase, of the fact that the destination charge contained phantom freight.

Plaintiff Robert Collingwood

55. Plaintiff Robert Collingwood is a citizen of Ohio and currently resides in Struthers, Ohio.

56. Plaintiff purchased a new 2021 Ram 1500 Big Horn on or about January 4, 2021, from Kufleitner Chrysler Dodge Jeep Ram, an authorized Ram dealer and repair center located in Boardman, Ohio. Plaintiff paid a total purchase price of $44,187.

57. When Plaintiff purchased the subject vehicle, Plaintiff viewed the Monroney Sticker affixed to the window. Plaintiff referenced the document, a photo of which is depicted below, for the feature and applicable pricing information it contained:



2021 MODEL YEAR

RAM 1500 BIG HORN QUAD CAB 4X4

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $40,290

RAM 1500 BIGHORN/LONESTAR QUAD 4X4
Exterior Color: Hydro-Blue Pearl-Coat Exterior Paint
Interior Color: Black / Diesel Gray Interior Colors
Interior: Cloth Bench Seat
Engine: 3.6L V6 24V VVT eTorque Engine
Transmission: 8-Speed Automatic 850RE Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES
Advanced Multistage Front Air Bags
Supplemental Front Seat-Mounted Side Air Bags
Supplemental Side-Curtain Front and Rear Air Bags
Conventional Differential Rear Axle
3.21 Rear Axle Ratio
Push-Button Start
Remote Keyless-Entry
ParkView® Rear Back-Up Camera
Sentry Key® Theft-Deterrent System
Anti-Lock 4-Wheel Disc Brakes
Electric Parking Brake
Ready-Alert Braking
Rain-Brake Support
Tire-Fill Alert
Electronic Roll-Mitigation
Electronic Stability-Control
Trailer Sway Damping
Hill-Start Assist
Speed Control
Black Rotary-Shifter
Class III Bumper-Hitch
7-Pin Wiring Harness
Capless Fuel-Fill

INTERIOR FEATURES
Uconnect® 3 with 5-Inch Display
Cluster 3.5-Inch TFT Black and White Display
Integrated Voice Command with Bluetooth®
Full Function Media Hub with 2-USB Plus Aux Port
12-Volt Auxiliary Power-Outlet
6 Speakers
4-Way Manual Adjustable Driver Seat
4-Way Manual Adjustable Front Passenger Seat
Power Front Windows with 1-Touch Up & Down
Front and Rear Climate-Control Outlets
Rear Fixed-Window
Leather-Wrapped Steering Wheel
Tilt / Telescope Steering-Column
Overhead-Console

EXTERIOR FEATURES
18-Inch x 8.0-Inch Cast Aluminum Painted Wheels
275/65R18 BSW All-Season LRR Tire
18-Inch Full-Size Steel Spare Wheel
Power Mirrors
Automatic Headlamps
Halogen Quad Headlamps
Front Fog Lamps
Cargo Tie-Down Loops
Locking Tailgate

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Hydro-Blue Pearl-Coat Exterior Paint $100
Big Horn Package 23Z $1,300
Big Horn Level 1 Equipment Group
Class IV Receiver-Hitch
8.4-Inch Touchscreen Display
Apple CarPlay®
3.5-Inch TFT Color Display-Cluster
Google Android Auto™
4-Way Power Lumbar Adjustable Driver Seat
8-Way Power Driver Seat
Power Adjustable Pedals
Power-Folding Mirrors
Rear Power-Sliding Window
SiriusXM® with 6-Month Radio Sub Call 800-643-2112
Front and Rear Rubber Floor Mats by Mopar® $135
Rear Wheelhouse-Liners $195
Remote-Start System $245

DESTINATION CHARGE $1,695

TOTAL PRICE: * $43,960

WARRANTY COVERAGE
5-year or 60,000-mile Powertrain Limited Warranty.
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY

Assembly Point/Port of Entry: STERLING HTS, MICH., U.S.A.

VIN: 1C6-RRFBG9MN-587986 L4-VON: 9777 1106

SHIPTO: 27181 36
Kufleitner Chrysler Dodge Jeep Ram
7901 MARKET ST
YOUNGSTOWN OH 44512-5932

SOLDTO: 42 27181
Kufleitner Chrysler Dodge Jeep Ram
7901 MARKET ST
YOUNGSTOWN OH 44512-5932

THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

58. Among other things, the Monroney Sticker referenced a destination charge of $1,695, which in reality, was materially higher than the delivery cost for Plaintiff's vehicle.

59. Plaintiff purchased (and still owns) this vehicle, which is used for personal, family, or household uses. Plaintiff's vehicle bears Vehicle Identification Number: 1C6-RRFBG9MN-587986.

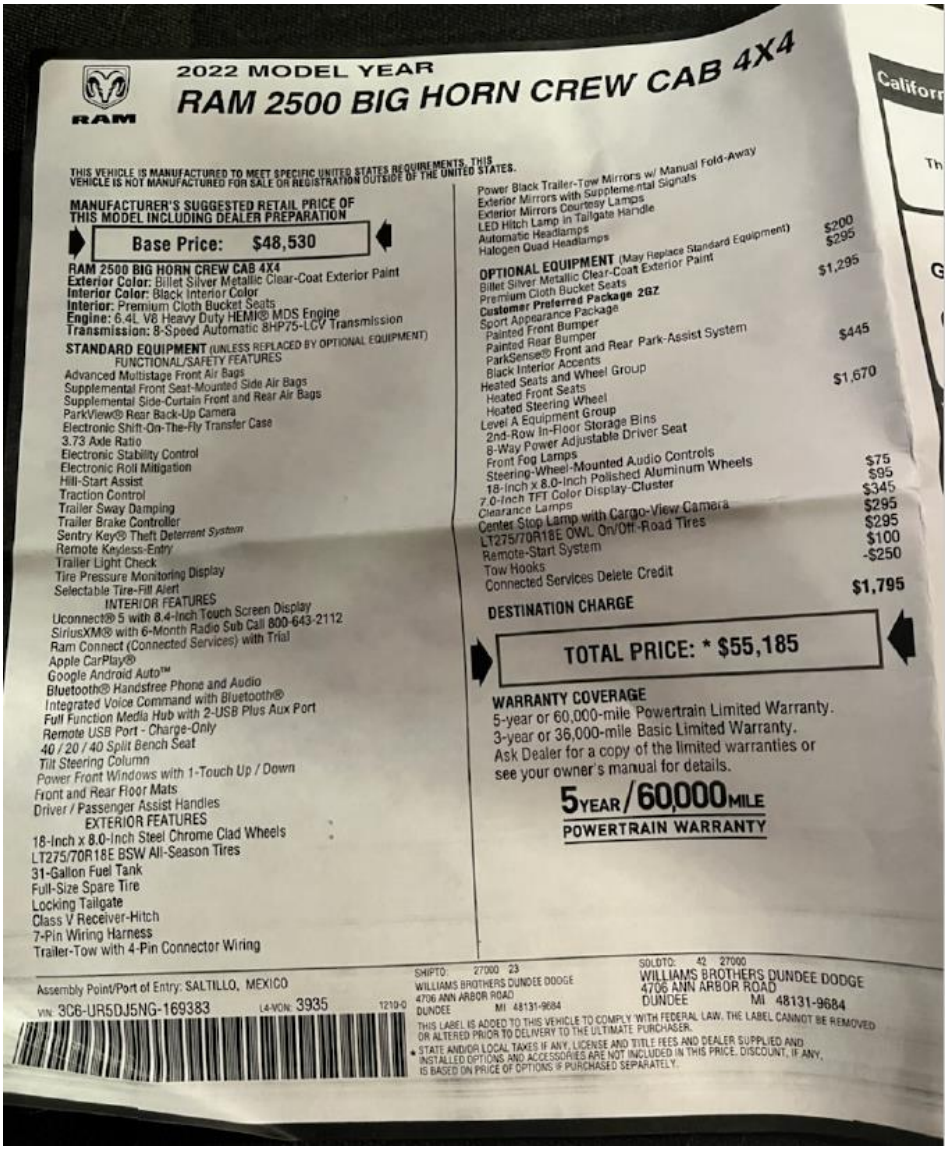
60. Neither Defendants, nor any of their dealers or other representatives informed Plaintiff, during or after purchase, of the fact that the destination charge contained phantom freight.

Plaintiff Scott Cook

61. Plaintiff Scott Cook is a citizen of Michigan and currently resides in Tecumseh, Michigan.

62. Plaintiff leased a new 2022 Ram 2500 Big Horn Crew Cab on or about March 2, 2022, from Williams Brothers Chrysler Dodge Jeep Ram, an authorized Ram dealer and repair center located in Dundee, Michigan. Plaintiff agreed to a 48-month lease for a total payment of $36,574.55.

63. When Plaintiff leased the subject vehicle, Plaintiff viewed the Monroney Sticker affixed to the window. Plaintiff referenced the document, a photo of which is depicted below, for the feature and pricing information it contained:



2022 MODEL YEAR

RAM 2500 BIG HORN CREW CAB 4X4

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $48,530

RAM 2500 BIG HORN CREW CAB 4X4
Exterior Color: Billet Silver Metallic Clear-Coat Exterior Paint
Interior Color: Black Interior Color
Interior: Premium Cloth Bucket Seats
Engine: 6.4L V8 Heavy Duty HEMI® MDS Engine
Transmission: 8-Speed Automatic 8HP75-LCV Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES
Advanced Multistage Front Air Bags
Supplemental Front Seat-Mounted Side Air Bags
Supplemental Side-Curtain Front and Rear Air Bags
ParkView® Rear Back-Up Camera
Electronic Shift-On-The-Fly Transfer Case
3.73 Axle Ratio
Electronic Stability Control
Electronic Roll Mitigation
Hill-Start Assist
Traction Control
Trailer Sway Damping
Trailer Brake Controller
Sentry Key® Theft Deterrent System
Remote Keyless-Entry
Trailer Light Check
Tire Pressure Monitoring Display
Selectable Tire-Fill Alert

INTERIOR FEATURES
Uconnect® 5 with 8.4-Inch Touch Screen Display
SiriusXM® with 6-Month Radio Sub Call 800-643-2112
Ram Connect (Connected Services) with Trial
Apple CarPlay®
Google Android Auto™
Bluetooth® Handsfree Phone and Audio
Integrated Voice Command with Bluetooth®
Full Function Media Hub with 2-USB Plus Aux Port
Remote USB Port - Charge-Only
40 / 20 / 40 Split Bench Seat
Tilt Steering Column
Power Front Windows with 1-Touch Up / Down
Front and Rear Floor Mats
Driver / Passenger Assist Handles

EXTERIOR FEATURES
18-Inch x 8.0-Inch Steel Chrome Clad Wheels
LT275/70R18E BSW All-Season Tires
31-Gallon Fuel Tank
Full-Size Spare Tire
Locking Tailgate
Class V Receiver-Hitch
7-Pin Wiring Harness
Trailer-Tow with 4-Pin Connector Wiring

Power Black Trailer-Tow Mirrors w/ Manual Fold-Away
Exterior Mirrors with Supplemental Signals
Exterior Mirrors Courtesy Lamps
LED Hitch Lamp in Tailgate Handle
Automatic Headlamps $200
Halogen Quad Headlamps $295

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Billet Silver Metallic Clear-Coat Exterior Paint $1,295
Premium Cloth Bucket Seats
Customer Preferred Package 2GZ
Sport Appearance Package
Painted Front Bumper
Painted Rear Bumper
ParkSense® Front and Rear Park-Assist System $445
Black Interior Accents
Heated Seats and Wheel Group $1,670
Heated Front Seats
Heated Steering Wheel
Level A Equipment Group
2nd-Row In-Floor Storage Bins
8-Way Power Adjustable Driver Seat
Front Fog Lamps $75
Steering-Wheel-Mounted Audio Controls $95
18-Inch x 8.0-Inch Polished Aluminum Wheels $345
7.0-Inch TFT Color Display-Cluster $295
Clearance Lamps
Center Stop Lamp with Cargo-View Camera $295
LT275/70R18E OWL On/Off-Road Tires $100
Remote-Start System -$250
Tow Hooks
Connected Services Delete Credit $1,795

DESTINATION CHARGE

TOTAL PRICE: * $55,185

WARRANTY COVERAGE
5-year or 60,000-mile Powertrain Limited Warranty.
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR / 60,000 MILE POWERTRAIN WARRANTY

Assembly Point/Port of Entry: SALTILLO, MEXICO
VIN: 3C6-UR5DJ5NG-169383 L4-VON: 3935 1210-0

SHIPTO: 27000 23
WILLIAMS BROTHERS DUNDEE DODGE
4706 ANN ARBOR ROAD
DUNDEE MI 48131-9684

SOLDTO: 43 27000
WILLIAMS BROTHERS DUNDEE DODGE
4706 ANN ARBOR ROAD
DUNDEE MI 48131-9684

THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

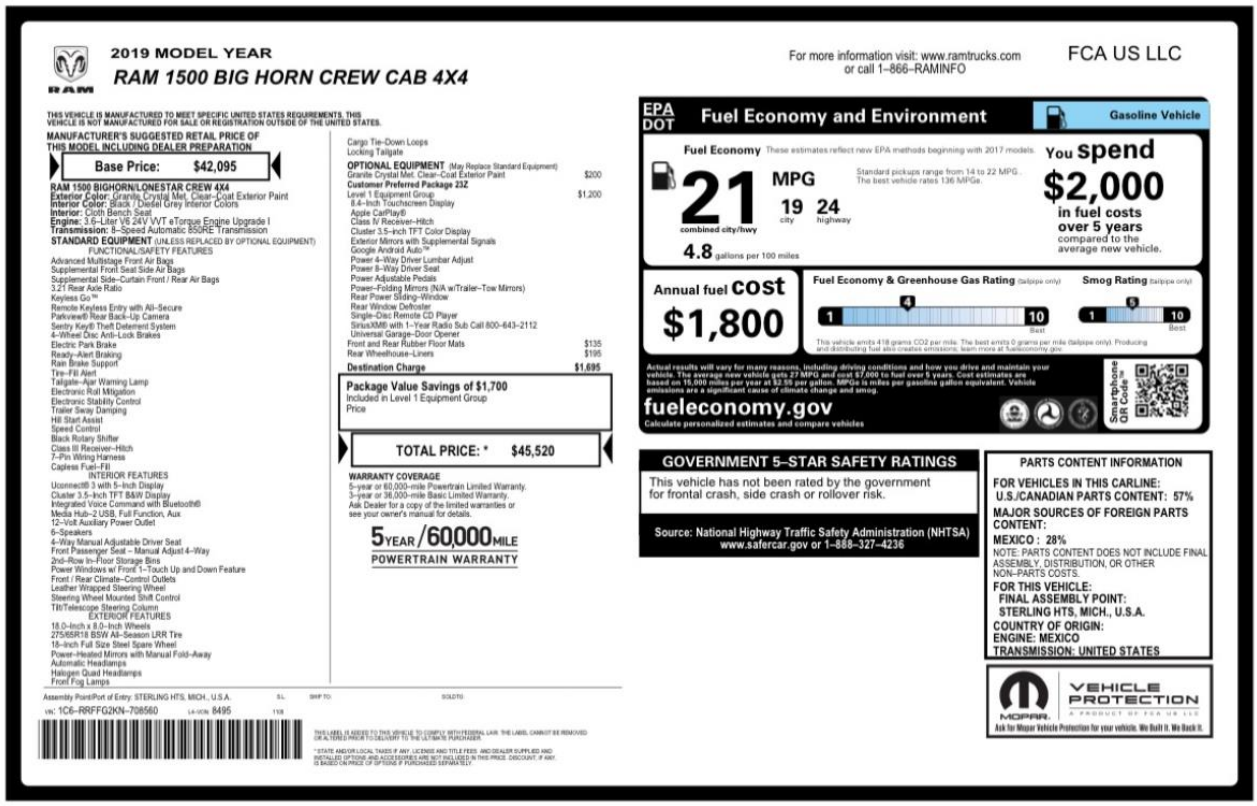
* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

64. Among other things, the Monroney Sticker referenced a destination charge of $1,795, which in reality, was materially higher than the delivery cost for Plaintiff's vehicle.

65. Plaintiff leased (and still uses) this vehicle for personal, family, or household uses. Plaintiff's vehicle bears Vehicle Identification Number: 3C6-UR5DJ5NG-169383.

66. Plaintiff also leased a new 2019 Ram 1500 Big Horn Crew Cab on or about November 23, 2018, from Szott M-59 Dodge Ram, an authorized Ram dealer and repair center located in Highland Charter Township, Michigan. Plaintiff agreed to a 36-month lease for a total payment of $22,024.

67. When Plaintiff leased the subject vehicle, Plaintiff viewed the Monroney Sticker affixed to the window. Plaintiff referenced the document, an exemplar of which is depicted below, for the feature and pricing information it contained:



2019 MODEL YEAR
RAM 1500 BIG HORN CREW CAB 4X4

For more information visit: www.ramtrucks.com or call 1-866-RAMINFO

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $42,095

RAM 1500 BIGHORN/LONESTAR CREW 4X4
Exterior Color: Granite Crystal Met. Clear-Coat Exterior Paint
Interior Color: Black / Diesel Grey Interior Colors
Interior: Cloth Bench Seat
Engine: 3.6-Liter V6 24V VVT eTorque Engine Upgrade I
Transmission: 8-Speed Automatic 850RE Transmission
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES
Advanced Multistage Front Air Bags
Supplemental Front Seat Side Air Bags
Supplemental Side-Curtain Front / Rear Air Bags
3.21 Rear Axle Ratio
Keyless Go™
Remote Keyless Entry with All-Secure
ParkView® Rear Back-Up Camera
Sentry Key® Theft Deterrent System
4-Wheel Disc Anti-Lock Brakes
Electric Park Brake
Ready-Alert Braking
Rain Brake Support
Tire-Fill Alert
Tailgate-Ajar Warning Lamp
Electronic Roll Mitigation
Electronic Stability Control
Trailer Sway Damping
Hill Start Assist
Speed Control
Black Rotary Shifter
Class III Receiver-Hitch
7-Pin Wiring Harness
Capless Fuel-Fill

INTERIOR FEATURES
Uconnect® 3 with 5-Inch Display
Cluster 3.5-Inch TFT B&W Display
Integrated Voice Command with Bluetooth®
Media Hub-2 USB, Full Function, Aux
12-Volt Auxiliary Power Outlet
6-Speakers
4-Way Manual Adjustable Driver Seat
Front Passenger Seat - Manual Adjust 4-Way
2nd-Row In-Floor Storage Bins
Power Windows w/ Front 1-Touch Up and Down Feature
Front / Rear Climate-Control Outlets
Leather Wrapped Steering Wheel
Steering Wheel Mounted Shift Control
Tilt/Telescope Steering Column

EXTERIOR FEATURES
18.0-Inch x 8.0-Inch Wheels
275/65R18 BSW All-Season LRR Tire
18-Inch Full Size Steel Spare Wheel
Power-Heated Mirrors with Manual Fold-Away
Automatic Headlamps
Halogen Quad Headlamps
Front Fog Lamps
Cargo Tie-Down Loops
Locking Tailgate

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Granite Crystal Met. Clear-Coat Exterior Paint $200
Customer Preferred Package 23Z $1,200
Level 1 Equipment Group
8.4-Inch Touchscreen Display
Apple CarPlay®
Class IV Receiver-Hitch
Cluster 3.5-Inch TFT Color Display
Exterior Mirrors with Supplemental Signals
Google Android Auto™
Power 4-Way Driver Lumbar Adjust
Power 8-Way Driver Seat
Power Adjustable Pedals
Power-Folding Mirrors (N/A w/Trailer-Tow Mirrors)
Rear Power Sliding-Window
Rear Window Defroster
Single-Disc Remote CD Player
SiriusXM® with 1-Year Radio Sub Call 800-643-2112
Universal Garage-Door Opener
Front and Rear Rubber Floor Mats $135
Rear Wheelhouse-Liners $195
Destination Charge $1,695

Package Value Savings of $1,700
Included in Level 1 Equipment Group
Price

TOTAL PRICE: * $45,520

WARRANTY COVERAGE
5-year or 60,000-mile Powertrain Limited Warranty.
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5YEAR/60,000MILE
POWERTRAIN WARRANTY

Assembly Point/Port of Entry: STERLING HTS, MICH., U.S.A.
VIN: 1C6-RRFFG2KN-708560

EPA DOT Fuel Economy and Environment — Gasoline Vehicle

Fuel Economy These estimates reflect new EPA methods beginning with 2017 models.
21 MPG combined city/hwy (19 city, 24 highway)
Standard pickups range from 14 to 22 MPG. The best vehicle rates 136 MPGe.
4.8 gallons per 100 miles

You spend $2,000 in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $1,800

Fuel Economy & Greenhouse Gas Rating (tailpipe only) 1 4 10 Best
Smog Rating (tailpipe only) 1 9 10 Best
This vehicle emits 418 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at fueleconomy.gov

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and cost $7,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $2.50 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles
Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS
This vehicle has not been rated by the government for frontal crash, side crash or rollover risk.
Source: National Highway Traffic Safety Administration (NHTSA) www.safercar.gov or 1-888-327-4236

PARTS CONTENT INFORMATION
FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 57%
MAJOR SOURCES OF FOREIGN PARTS CONTENT:
MEXICO : 28%
NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.
FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
STERLING HTS, MICH., U.S.A.
COUNTRY OF ORIGIN:
ENGINE: MEXICO
TRANSMISSION: UNITED STATES

MOPAR VEHICLE PROTECTION
A PRODUCT OF FCA US LLC
Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

68. Among other things, the Monroney Sticker referenced a destination charge of $1,695, which in reality, was materially higher than the delivery cost for Plaintiff's vehicle.

69. Plaintiff leased this vehicle for personal, family, or household uses. Plaintiff's vehicle bears Vehicle Identification Number: 1C6-RRFFG2KN-708560.

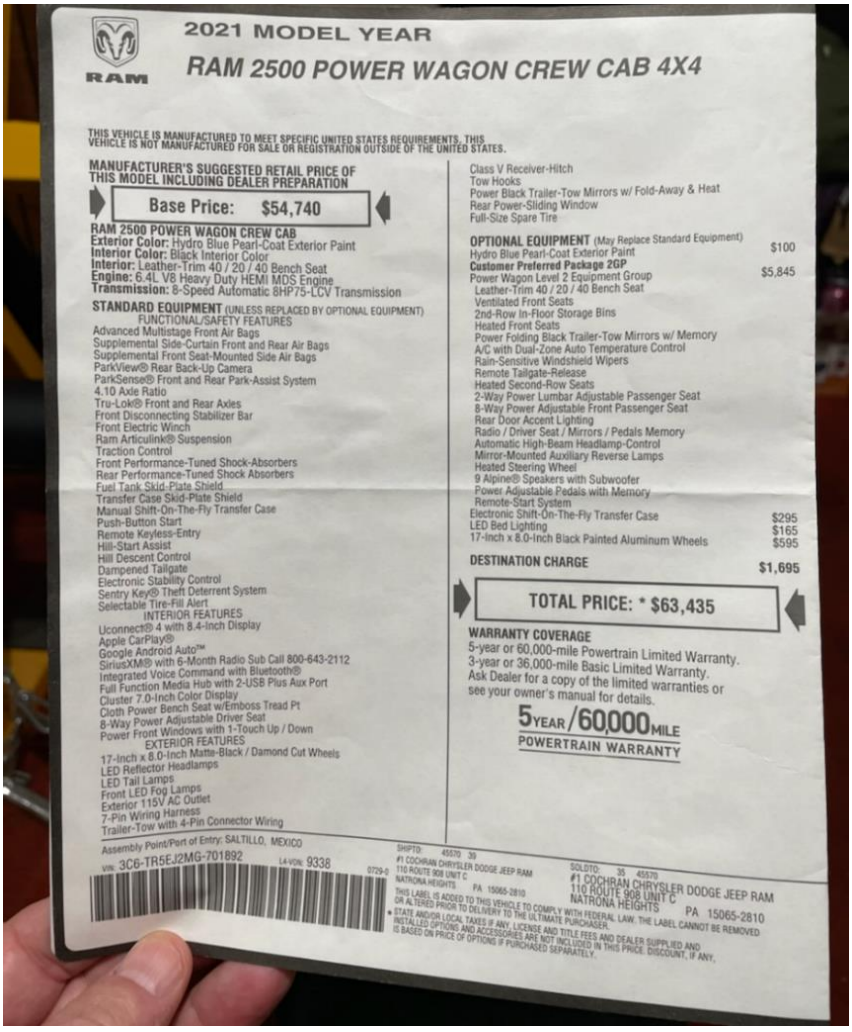
70. Neither Defendants, nor any of their dealers or other representatives informed Plaintiff, during or after purchase, of the fact that the destination charge contained phantom freight.

Plaintiff Gary Dutkowski

71. Plaintiff Gary Dutkowski is a citizen of Pennsylvania and currently resides in Pittsburgh, Pennsylvania.

72. Plaintiff purchased a new 2021 Ram 2500 Power Wagon on or about September 9, 2021, from Cochran Chrysler Dodge Jeep Ram, an authorized Ram dealer and repair center located in Natrona Heights, Pennsylvania. Plaintiff paid a total purchase price of approximately $63,469.82.

73. When Plaintiff purchased the subject vehicle, Plaintiff viewed the Monroney Sticker affixed to the window. Plaintiff referenced the document, a photo of which is depicted below, for the feature and pricing information it contained:



2021 MODEL YEAR

RAM 2500 POWER WAGON CREW CAB 4X4

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $54,740

RAM 2500 POWER WAGON CREW CAB
Exterior Color: Hydro Blue Pearl-Coat Exterior Paint
Interior Color: Black Interior Color
Interior: Leather-Trim 40 / 20 / 40 Bench Seat
Engine: 6.4L V8 Heavy Duty HEMI MDS Engine
Transmission: 8-Speed Automatic 8HP75-LCV Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)
FUNCTIONAL/SAFETY FEATURES
Advanced Multistage Front Air Bags
Supplemental Side-Curtain Front and Rear Air Bags
Supplemental Front Seat-Mounted Side Air Bags
ParkView® Rear Back-Up Camera
ParkSense® Front and Rear Park-Assist System
4.10 Axle Ratio
Tru-Lok® Front and Rear Axles
Front Disconnecting Stabilizer Bar
Front Electric Winch
Ram Articulink® Suspension
Traction Control
Front Performance-Tuned Shock-Absorbers
Rear Performance-Tuned Shock Absorbers
Fuel Tank Skid-Plate Shield
Transfer Case Skid-Plate Shield
Manual Shift-On-The-Fly Transfer Case
Push-Button Start
Remote Keyless-Entry
Hill-Start Assist
Hill Descent Control
Dampened Tailgate
Electronic Stability Control
Sentry Key® Theft Deterrent System
Selectable Tire-Fill Alert
INTERIOR FEATURES
Uconnect® 4 with 8.4-Inch Display
Apple CarPlay®
Google Android Auto™
SiriusXM® with 6-Month Radio Sub Call 800-643-2112
Integrated Voice Command with Bluetooth®
Full Function Media Hub with 2-USB Plus Aux Port
Cluster 7.0-Inch Color Display
Cloth Power Bench Seat w/Emboss Tread Pt
8-Way Power Adjustable Driver Seat
Power Front Windows with 1-Touch Up / Down
EXTERIOR FEATURES
17-Inch x 8.0-Inch Matte-Black / Damond Cut Wheels
LED Reflector Headlamps
LED Tail Lamps
Front LED Fog Lamps
Exterior 115V AC Outlet
7-Pin Wiring Harness
Trailer-Tow with 4-Pin Connector Wiring

Class V Receiver-Hitch
Tow Hooks
Power Black Trailer-Tow Mirrors w/ Fold-Away & Heat
Rear Power-Sliding Window
Full-Size Spare Tire

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Hydro Blue Pearl-Coat Exterior Paint $100
Customer Preferred Package 2GP
Power Wagon Level 2 Equipment Group $5,845
Leather-Trim 40 / 20 / 40 Bench Seat
Ventilated Front Seats
2nd-Row In-Floor Storage Bins
Heated Front Seats
Power Folding Black Trailer-Tow Mirrors w/ Memory
A/C with Dual-Zone Auto Temperature Control
Rain-Sensitive Windshield Wipers
Remote Tailgate-Release
Heated Second-Row Seats
2-Way Power Lumbar Adjustable Passenger Seat
8-Way Power Adjustable Front Passenger Seat
Rear Door Accent Lighting
Radio / Driver Seat / Mirrors / Pedals Memory
Automatic High-Beam Headlamp-Control
Mirror-Mounted Auxiliary Reverse Lamps
Heated Steering Wheel
9 Alpine® Speakers with Subwoofer
Power Adjustable Pedals with Memory
Remote-Start System
Electronic Shift-On-The-Fly Transfer Case $295
LED Bed Lighting $165
17-Inch x 8.0-Inch Black Painted Aluminum Wheels $595

DESTINATION CHARGE $1,695

TOTAL PRICE: * $63,435

WARRANTY COVERAGE
5-year or 60,000-mile Powertrain Limited Warranty.
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR / 60,000 MILE POWERTRAIN WARRANTY

Assembly Point/Port of Entry: SALTILLO, MEXICO
VIN: 3C6-TR5EJ2MG-701892 L4 VDN: 9338 0729-0
SHIPTO: 45570 39 #1 COCHRAN CHRYSLER DODGE JEEP RAM 110 ROUTE 908 UNIT C NATRONA HEIGHTS PA 15065-2810
SOLDTO: 35 45570 #1 COCHRAN CHRYSLER DODGE JEEP RAM 110 ROUTE 908 UNIT C NATRONA HEIGHTS PA 15065-2810
THIS LABEL IS AFFIXED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.
* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

74. Among other things, the Monroney Sticker referenced a destination charge of $1,695, which in reality, was materially higher than the delivery cost for Plaintiff's vehicle.

75. Plaintiff purchased (and still owns) this vehicle, which is used for personal, family, or household uses. Plaintiff's vehicle bears Vehicle Identification Number: 3C6-TR5EJ2MG-701892.

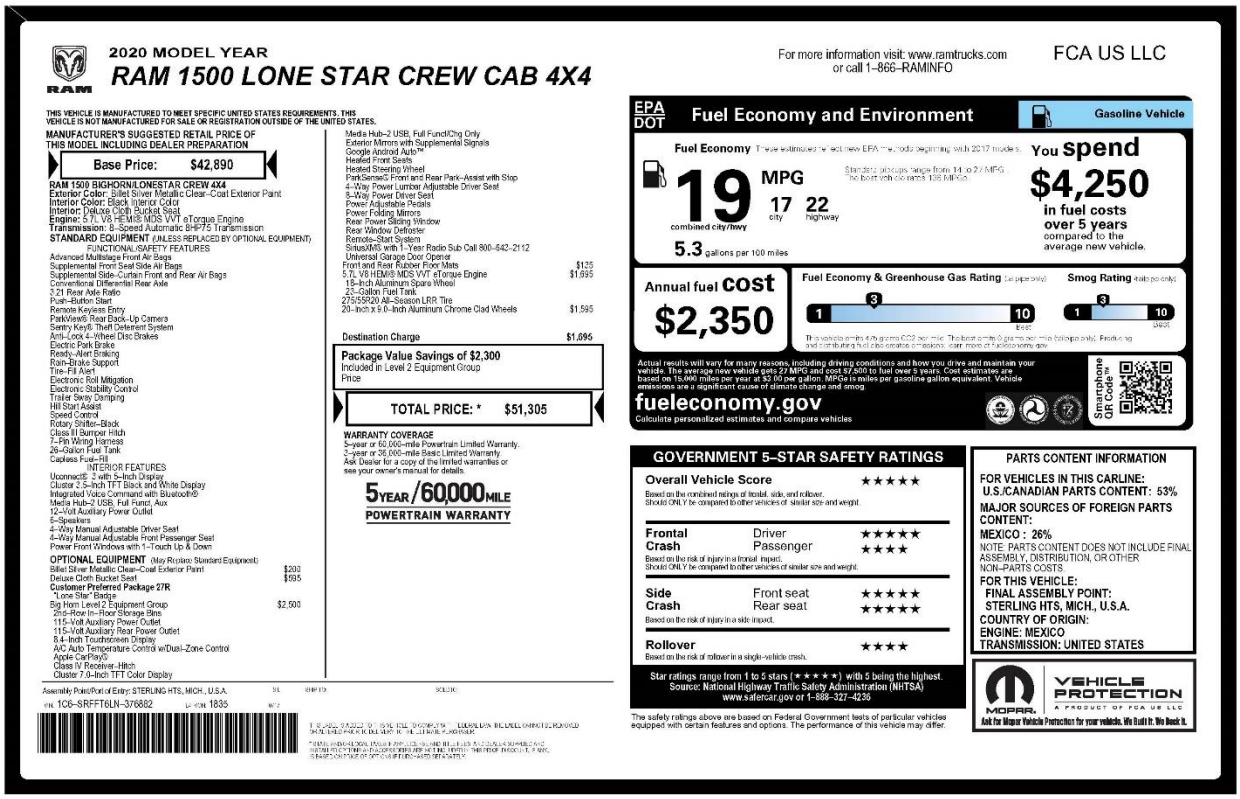
76. Neither Defendants, nor any of their dealers or other representatives informed Plaintiff, during or after purchase, of the fact that the destination charge contained phantom freight.

Plaintiff Billy E. Rowles Jr.

77. Plaintiff Billy E. Rowles Jr. is a citizen of Texas and currently resides in Lumberton, Texas.

78. Plaintiff purchased a new 2020 Ram 1500 Lone Star Crew Cab on or about October 21, 2020, from Winnie Chrysler Dodge Jeep Ram, an authorized Ram dealer and repair center located in Winnie, Texas. Plaintiff paid a total purchase price of $48,108.10.

79. When Plaintiff purchased the subject vehicle, Plaintiff viewed the Monroney Sticker affixed to the window. Plaintiff referenced the document, an exemplar of which is depicted below, for the feature and applicable pricing information it contained:



2020 MODEL YEAR
RAM 1500 LONE STAR CREW CAB 4X4

For more information visit: www.ramtrucks.com or call 1–866–RAMINFO

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DELIVERY PREPARATION

Base Price: $42,890

RAM 1500 BIGHORN/LONESTAR CREW 4X4
Exterior Color: Billet Silver Metallic Clear–Coat Exterior Paint
Interior Color: Black Interior Color
Interior: Deluxe Cloth Bucket Seat
Engine: 5.7L V8 HEMI® MDS VVT eTorque Engine
Transmission: 8–Speed Automatic BHP75 Transmission
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)
FUNCTIONAL/SAFETY FEATURES
Advanced Multistage Front Air Bags
Supplemental Front Seat Side Air Bags
Supplemental Side–Curtain Front and Rear Air Bags
Conventional Differential Rear Axle
3.21 Rear Axle Ratio
Push–Button Start
Remote Keyless Entry
ParkView® Rear Back–Up Camera
Sentry Key® Theft Deterrent System
Anti–Lock 4–Wheel Disc Brakes
Electric Park Brake
Ready–Alert Braking
Ram–Brake Support
Tire–Fill Alert
Electronic Roll Mitigation
Electronic Stability Control
Trailer Sway Damping
Hill Start Assist
Speed Control
Rotary Shifter–Black
Class III Bumper Hitch
7–Pin Wiring Harness
26–Gallon Fuel Tank
Capless Fuel–Fill
INTERIOR FEATURES
Uconnect® 3 with 5–Inch Display
Cluster 2.5–Inch TFT Black and White Display
Integrated Voice Command with Bluetooth®
Media Hub–2 USB, Full Funct, Aux
12–Volt Auxiliary Power Outlet
6–Speakers
4–Way Manual Adjustable Driver Seat
4–Way Manual Adjustable Front Passenger Seat
Power Front Windows with 1–Touch Up & Down
OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Billet Silver Metallic Clear–Coat Exterior Paint $200
Deluxe Cloth Bucket Seat $595
Customer Preferred Package 27R
"Lone Star" Badge
Big Horn Level 2 Equipment Group $2,500
2nd–Row In–Floor Storage Bins
115–Volt Auxiliary Power Outlet
115–Volt Auxiliary Rear Power Outlet
8.4–Inch Touchscreen Display
A/C Auto Temperature Control w/Dual–Zone Control
Apple CarPlay®
Class IV Receiver–Hitch
Cluster 7.0–Inch TFT Color Display
Media Hub–2 USB, Full Funct/Chg Only
Exterior Mirrors with Supplemental Signals
Google Android Auto™
Heated Front Seats
Heated Steering Wheel
ParkSense® Front and Rear Park–Assist with Stop
4–Way Power Lumbar Adjustable Driver Seat
8–Way Power Driver Seat
Power Adjustable Pedals
Power Folding Mirrors
Rear Power Sliding Window
Rear Window Defroster
Remote–Start System
SiriusXM® with 1–Year Radio Sub Call 800–642–2112
Universal Garage Door Opener
Front and Rear Rubber Floor Mats $125
5.7L V8 HEMI® MDS VVT eTorque Engine $1,695
18–Inch Aluminum Spare Wheel
23–Gallon Fuel Tank
275/55R20 All–Season LRR Tire
20–Inch x 9.0–Inch Aluminum Chrome Clad Wheels $1,595
Destination Charge $1,695

Package Value Savings of $2,300
Included in Level 2 Equipment Group Price

TOTAL PRICE: * $51,305

WARRANTY COVERAGE
5–year or 60,000–mile Powertrain Limited Warranty.
3–year or 36,000–mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5YEAR/60,000MILE
POWERTRAIN WARRANTY

Assembly Point/Port of Entry: STERLING HTS, MICH., U.S.A.
VIN: 1C6–SRFFT6LN–376882

EPA DOT Fuel Economy and Environment — Gasoline Vehicle

Fuel Economy
19 MPG combined city/hwy
17 city 22 highway
5.3 gallons per 100 miles
You spend $4,250 in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $2,350

Fuel Economy & Greenhouse Gas Rating (1=worst, 10=best)
Smog Rating (1=worst, 10=best)

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and cost $7,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $2.50 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone Shortcut

GOVERNMENT 5–STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side, and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★★ — Passenger ★★★★
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat ★★★★★ — Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single–vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1–888–327–4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

PARTS CONTENT INFORMATION
FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 53%
MAJOR SOURCES OF FOREIGN PARTS CONTENT:
MEXICO : 26%
NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON–PARTS COSTS.
FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
STERLING HTS, MICH., U.S.A.
COUNTRY OF ORIGIN:
ENGINE: MEXICO
TRANSMISSION: UNITED STATES

MOPAR VEHICLE PROTECTION
A PRODUCT OF FCA US LLC
Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

80. Among other things, the Monroney Sticker referenced a destination charge of $1,695, which in reality, was materially higher than the delivery cost for Plaintiff's vehicle.

81. Plaintiff purchased (and still owns) this vehicle for personal use. Plaintiff's vehicle bears Vehicle Identification Number: 1C6-SRFFT6LN-376882.

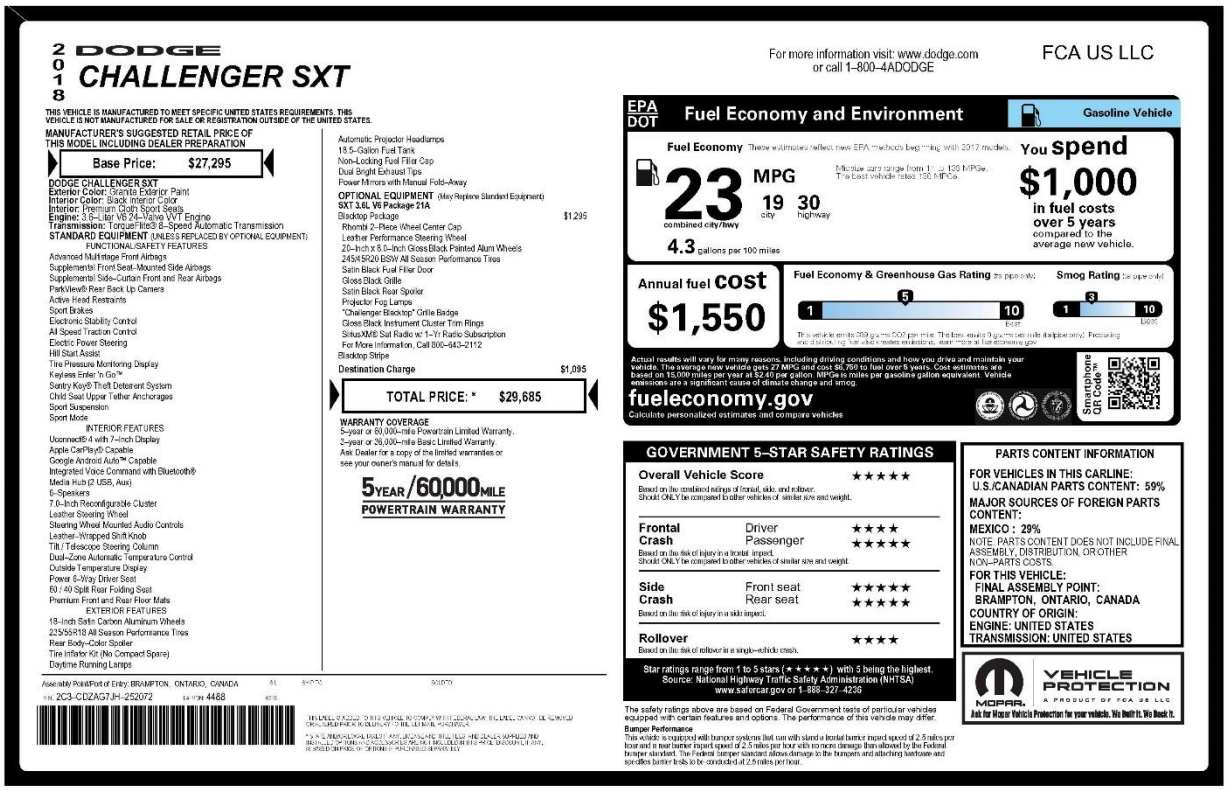
82. Neither Defendants, nor any of their dealers or other representatives informed Plaintiff, during or after purchase, of the fact that the destination charge contained phantom freight.

Plaintiff Darell Upshaw

83. Plaintiff Darell Upshaw is a citizen of Florida and currently resides in Perry, Florida.

84. Plaintiff purchased a new 2018 Dodge Challenger SXT on or about April 25, 2018, from Cass Burch Chrysler Jeep Dodge, an authorized Dodge dealer and repair center located in Valdosta, Georgia. Plaintiff paid a total purchase price of $29,685.

85. When Plaintiff purchased the subject vehicle, Plaintiff viewed the Monroney Sticker affixed to the window. Plaintiff referenced the document, an exemplar of which is depicted below, for the feature and applicable pricing information it contained:



2018 DODGE CHALLENGER SXT

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $27,295

DODGE CHALLENGER SXT
Exterior Color: Granite Exterior Paint
Interior Color: Black Interior Color
Interior: Premium Cloth Sport Seats
Engine: 3.6–Liter V6 24–Valve VVT Engine
Transmission: TorqueFlite® 8–Speed Automatic Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)
FUNCTIONAL/SAFETY FEATURES
Advanced Multistage Front Airbags
Supplemental Front Seat–Mounted Side Airbags
Supplemental Side–Curtain Front and Rear Airbags
ParkView® Rear Back Up Camera
Active Head Restraints
Sport Brakes
Electronic Stability Control
All Speed Traction Control
Electric Power Steering
Hill Start Assist
Tire Pressure Monitoring Display
Keyless Enter 'n Go™
Sentry Key® Theft Deterrent System
Child Seat Upper Tether Anchorages
Sport Suspension
Sport Mode
INTERIOR FEATURES
Uconnect® 4 with 7–Inch Display
Apple CarPlay® Capable
Google Android Auto™ Capable
Integrated Voice Command with Bluetooth®
Media Hub (2 USB, Aux)
6–Speakers
7.0–Inch Reconfigurable Cluster
Leather Steering Wheel
Steering Wheel Mounted Audio Controls
Leather–Wrapped Shift Knob
Tilt / Telescope Steering Column
Dual–Zone Automatic Temperature Control
Outside Temperature Display
Power 8–Way Driver Seat
60 / 40 Split Rear Folding Seat
Premium Front and Rear Floor Mats
EXTERIOR FEATURES
18–Inch Satin Carbon Aluminum Wheels
225/55R18 All Season Performance Tires
Rear Body–Color Spoiler
Tire Inflator Kit (No Compact Spare)
Daytime Running Lamps
Automatic Projector Headlamps
18.5–Gallon Fuel Tank
Non–Locking Fuel Filler Cap
Dual Bright Exhaust Tips
Power Mirrors with Manual Fold–Away

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
SXT 3.6L V6 Package 21A $1,295
Blacktop Package
Rhomb 2–Piece Wheel Center Cap
Leather Performance Steering Wheel
20–Inch x 8.0–Inch Gloss Black Painted Alum Wheels
245/45R20 BSW All Season Performance Tires
Satin Black Fuel Filler Door
Gloss Black Grille
Satin Black Rear Spoiler
Projector Fog Lamps
"Challenger Blacktop" Grille Badge
Gloss Black Instrument Cluster Trim Rings
SiriusXM® Sat Radio w/ 1–Yr Radio Subscription
For More Information, Call 800–643–2112
Blacktop Stripe

Destination Charge $1,095

TOTAL PRICE: * $29,685

WARRANTY COVERAGE
5–year or 60,000–mile Powertrain Limited Warranty.
2–year or 24,000–mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR / 60,000 MILE POWERTRAIN WARRANTY

Assembly Point/Port of Entry: BRAMPTON, ONTARIO, CANADA
VIN: 2C3-CDZAG7JH-252072

For more information visit: www.dodge.com or call 1-800-4ADODGE

FCA US LLC

EPA DOT Fuel Economy and Environment — Gasoline Vehicle

Fuel Economy
23 MPG combined city/hwy
19 city 30 highway
4.3 gallons per 100 miles

You spend $1,000 in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $1,550

Fuel Economy & Greenhouse Gas Rating (as pipe is vb) 1 5 10 Best
Smog Rating (as pipe is vb) 1 3 10 Best

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and cost $6,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $2.40 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code

GOVERNMENT 5–STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side, and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★ — Passenger ★★★★★
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat ★★★★★ — Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single–vehicle crash.

Star ratings range from 1 to 5 stars (★ ★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) www.safercar.gov or 1–888–327–4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

Bumper Performance
This vehicle is equipped with bumper systems that can withstand frontal barrier impact speed of 2.5 miles per hour and rear barrier impact speed of 2.5 miles per hour with no more damage than allowed by the Federal bumper standard. The Federal bumper standard allows damage to the bumpers and attaching hardware and specifies better tests to be conducted at 2.5 miles per hour.

PARTS CONTENT INFORMATION
FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 59%
MAJOR SOURCES OF FOREIGN PARTS CONTENT:
MEXICO : 29%
NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON–PARTS COSTS.
FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
BRAMPTON, ONTARIO, CANADA
COUNTRY OF ORIGIN:
ENGINE: UNITED STATES
TRANSMISSION: UNITED STATES

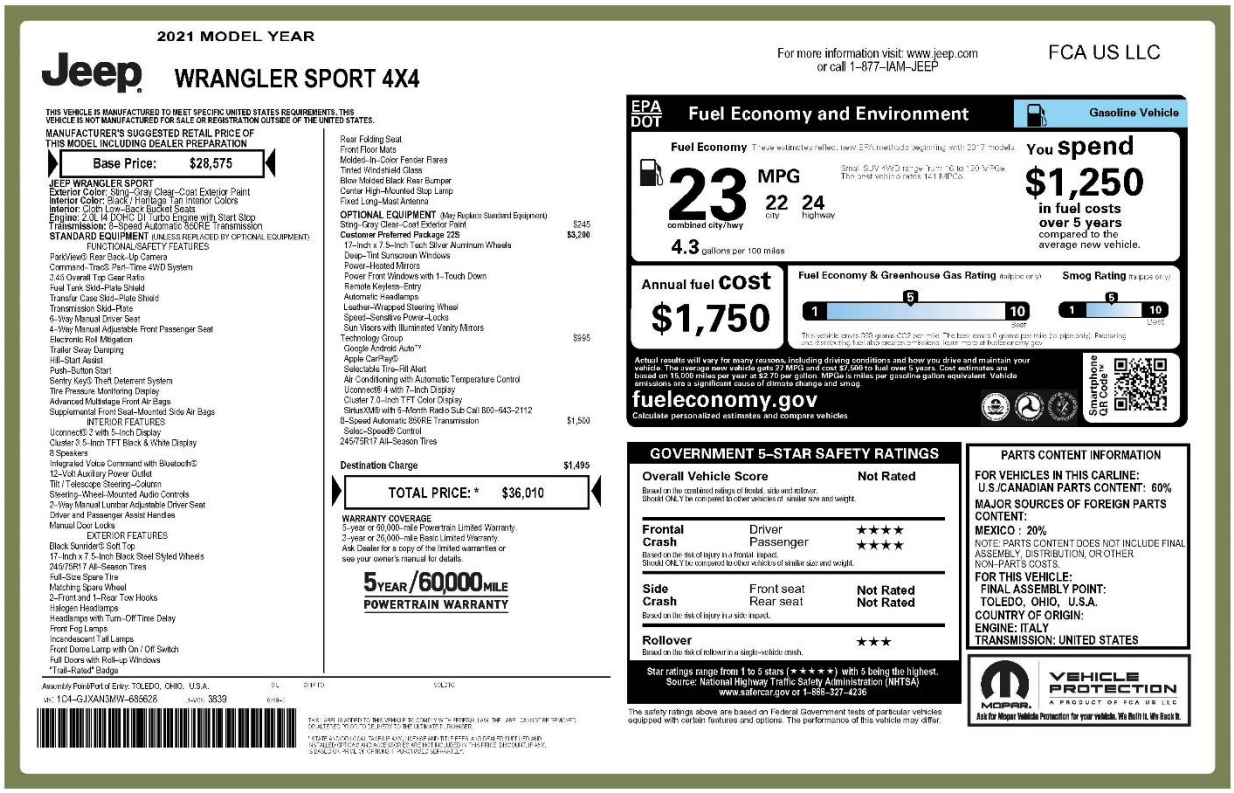
MOPAR VEHICLE PROTECTION
A PRODUCT OF FCA US LLC
Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

86. Among other things, the Monroney Sticker referenced a destination charge of $1,095, which in reality, was materially higher than the delivery cost for Plaintiff's vehicle.

87. Plaintiff purchased this vehicle for personal, family or household uses. Plaintiff's vehicle bears Vehicle Identification Number: 2C3-CDZAG7JH-252072.

88. Plaintiff also purchased a new 2021 Jeep Wrangler Sport on or about June 12, 2021, from Walt's Live Oak Chrysler Jeep Dodge, an authorized Jeep dealer and repair center located in Live Oak, Florida. Plaintiff paid a total purchase price of $40,533.50.

89. When Plaintiff purchased the subject vehicle, Plaintiff viewed the Monroney Sticker affixed to the window. Plaintiff referenced the document, an exemplar of which is depicted below, for the feature and applicable pricing information it contained:



2021 MODEL YEAR

Jeep WRANGLER SPORT 4X4

For more information visit: www.jeep.com or call 1-877-IAM-JEEP

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $28,575

JEEP WRANGLER SPORT
Exterior Color: Sting-Gray Clear-Coat Exterior Paint
Interior Color: Black/ Heritage Tan Interior Colors
Interior: Cloth Low-Back Bucket Seats
Engine: 2.0L I4 DOHC DI Turbo Engine with Start Stop
Transmission: 8-Speed Automatic 850RE Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES
ParkView® Rear Back-Up Camera
Command-Trac® Part-Time 4WD System
2.45 Overall Top Gear Ratio
Fuel Tank Skid-Plate Shield
Transfer Case Skid-Plate Shield
Transmission Skid-Plate
6-Way Manual Driver Seat
4-Way Manual Adjustable Front Passenger Seat
Electronic Roll Mitigation
Trailer Sway Damping
Hill-Start Assist
Push-Button Start
Sentry Key® Theft Deterrent System
Tire Pressure Monitoring Display
Advanced Multistage Front Air Bags
Supplemental Front Seat-Mounted Side Air Bags

INTERIOR FEATURES
Uconnect® 3 with 5-Inch Display
Cluster 3.5-Inch TFT Black & White Display
8 Speakers
Integrated Voice Command with Bluetooth®
12-Volt Auxiliary Power Outlet
Tilt / Telescope Steering-Column
Steering-Wheel-Mounted Audio Controls
2-Way Manual Lumbar Adjustable Driver Seat
Driver and Passenger Assist Handles
Manual Door Locks

EXTERIOR FEATURES
Black Sunrider® Soft Top
17-Inch x 7.5-Inch Black Steel Styled Wheels
245/75R17 All-Season Tires
Full-Size Spare Tire
Matching Spare Wheel
2-Front and 1-Rear Tow Hooks
Halogen Headlamps
Headlamps with Turn-Off Time Delay
Front Fog Lamps
Incandescent Tail Lamps
Front Dome Lamp with On / Off Switch
Full Doors with Roll-up Windows
"Trail-Rated" Badge
Rear Folding Seat
Front Floor Mats
Molded-In-Color Fender Flares
Tinted Windshield Glass
Blow Molded Black Rear Bumper
Center High-Mounted Stop Lamp
Fixed Long-Mast Antenna

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Sting-Gray Clear-Coat Exterior Paint $245
Customer Preferred Package 22S $3,200
17-Inch x 7.5-Inch Tech Silver Aluminum Wheels
Deep-Tint Sunscreen Windows
Power-Heated Mirrors
Power Front Windows with 1-Touch Down
Remote Keyless-Entry
Automatic Headlamps
Leather-Wrapped Steering Wheel
Speed-Sensitive Power-Locks
Sun Visors with Illuminated Vanity Mirrors
Technology Group $995
Google Android Auto™
Apple CarPlay®
Selectable Trac-Rite Alert
Air Conditioning with Automatic Temperature Control
Uconnect® 4 with 7-Inch Display
Cluster 7.0-Inch TFT Color Display
SiriusXM® with 6-Month Radio Sub Call 800-643-2112
8-Speed Automatic 850RE Transmission $1,500
Selec-Speed® Control
245/75R17 All-Season Tires

Destination Charge $1,495

TOTAL PRICE:* $36,010

WARRANTY COVERAGE
5-year or 60,000-mile Powertrain Limited Warranty.
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5YEAR/60,000MILE POWERTRAIN WARRANTY

Assembly Point/Port of Entry: TOLEDO, OHIO, U.S.A.

VIN: 1C4-GJXAN3MW-685628

EPA DOT Fuel Economy and Environment — Gasoline Vehicle

Fuel Economy

23 MPG combined city/hwy (22 city, 24 highway)

4.3 gallons per 100 miles

You spend $1,250 in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $1,750

Fuel Economy & Greenhouse Gas Rating (1 worst, 5 best, 10 best)

Smog Rating (1 worst, 5 best, 10 best)

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and cost $2,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $2.70 per gallon. MPGe is miles per gasoline gallon-equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score: Not Rated
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★ — Passenger ★★★★
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat: Not Rated — Rear seat: Not Rated
Based on the risk of injury in a side impact.

Rollover ★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) www.safercar.gov or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 60%
MAJOR SOURCES OF FOREIGN PARTS CONTENT:
MEXICO : 20%
NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.
FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
TOLEDO, OHIO, U.S.A.
COUNTRY OF ORIGIN:
ENGINE: ITALY
TRANSMISSION: UNITED STATES

MOPAR VEHICLE PROTECTION
A PRODUCT OF FCA US LLC
Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

90. Among other things, the Monroney Sticker referenced a destination charge of $1,495, which in reality, was materially higher than the delivery cost for Plaintiff's vehicle.

91. Plaintiff purchased (and still owns) this vehicle for personal, family, or household uses. Plaintiff's vehicle bears Vehicle Identification Number: 1C4-GJXAN3MW-685628.

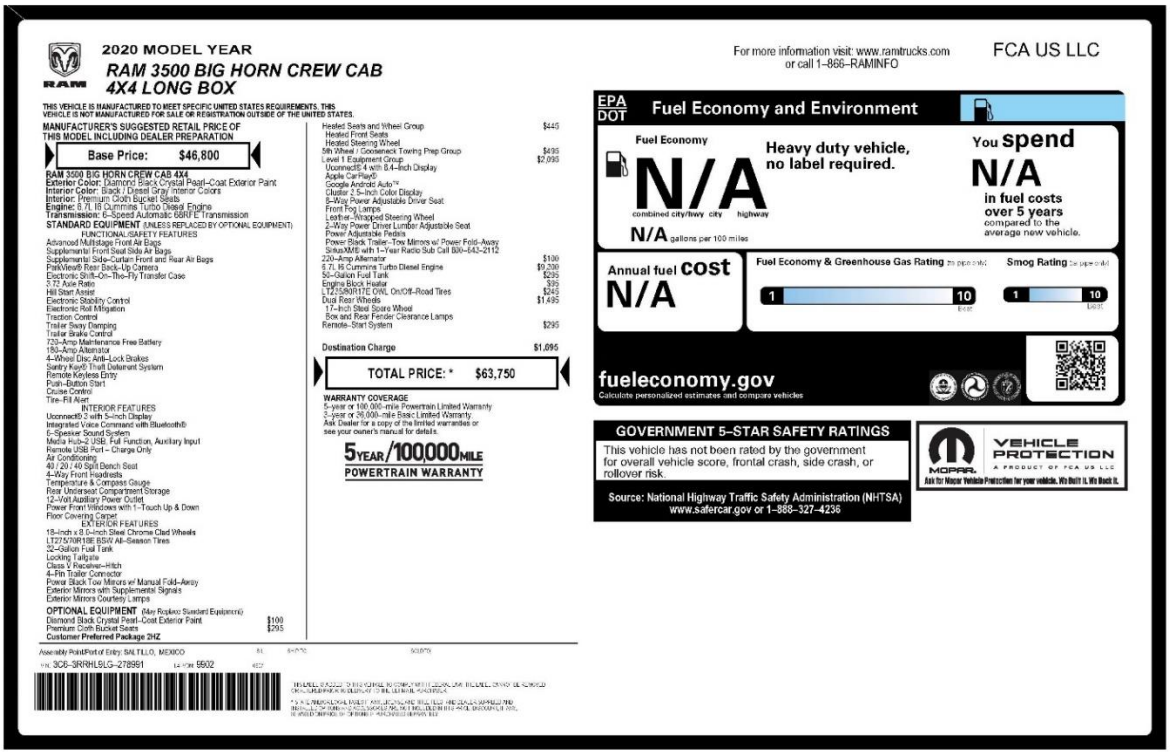
92. Neither Defendants, nor any of their dealers or other representatives informed Plaintiff, during or after purchase, of the fact that the destination charge contained phantom freight.

Plaintiff Jeff Vance

93. Plaintiff Jeff Vance is a citizen of North Carolina and currently resides in Winston-Salem, North Carolina.

94. Plaintiff purchased a new 2020 Ram 3500 Big Horn Crew Cab on or about November 2, 2020, from M&L Chrysler Dodge Jeep Ram, an authorized Ram dealer and repair center located in Lexington, North Carolina. Plaintiff paid a total purchase price of $61,742.84.

95. When Plaintiff purchased the subject vehicle, Plaintiff viewed the Monroney Sticker affixed to the window. Plaintiff referenced the document, an exemplar of which is depicted below, for the feature and pricing information it contained:



2020 MODEL YEAR
RAM 3500 BIG HORN CREW CAB
4X4 LONG BOX

For more information visit: www.ramtrucks.com or call 1-866-RAMINFO

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $46,800

RAM 3500 BIG HORN CREW CAB 4X4
Exterior Color: Diamond Black Crystal Pearl-Coat Exterior Paint
Interior Color: Black / Diesel Gray Interior Colors
Interior: Premium Cloth Bucket Seats
Engine: 6.7L I6 Cummins Turbo Diesel Engine
Transmission: 6-Speed Automatic 68RFE Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES
Advanced Multistage Front Air Bags
Supplemental Front Seat Side Air Bags
Supplemental Side-Curtain Front and Rear Air Bags
ParkView® Rear Back-Up Camera
Electronic Shift-On-The-Fly Transfer Case
3.73 Axle Ratio
Hill Start Assist
Electronic Stability Control
Electronic Roll Mitigation
Traction Control
Trailer Sway Damping
Trailer Brake Control
730-Amp Maintenance Free Battery
180-Amp Alternator
4-Wheel Disc Anti-Lock Brakes
Sentry Key® Theft Deterrent System
Remote Keyless Entry
Push-Button Start
Cruise Control
Tire-Fill Alert

INTERIOR FEATURES
Uconnect® 3 with 5-inch Display
Integrated Voice Command with Bluetooth®
6-Speaker Sound System
Media Hub-2 USB, Full Function, Auxiliary Input
Remote USB Port – Charge Only
Air Conditioning
40 / 20 / 40 Split Bench Seat
4-Way Front Headrests
Temperature & Compass Gauge
Rear Underseat Compartment Storage
12-Volt Auxiliary Power Outlet
Power Front Windows with 1-Touch Up & Down
Floor Covering Carpet

EXTERIOR FEATURES
18-inch x 8.0-inch Steel Chrome Clad Wheels
LT275/70R18E BSW All-Season Tires
32-Gallon Fuel Tank
Locking Tailgate
Class V Receiver-Hitch
4-Pin Trailer Connector
Power Black Tow Mirrors w/ Manual Fold-Away
Exterior Mirrors with Supplemental Signals
Exterior Mirrors Courtesy Lamps

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Diamond Black Crystal Pearl-Coat Exterior Paint $100
Premium Cloth Bucket Seats $295
Customer Preferred Package 2HZ
Heated Seats and Wheel Group $445
Heated Front Seats
Heated Steering Wheel
5th Wheel / Gooseneck Towing Prep Group $495
Level 1 Equipment Group $2,095
Uconnect® 4 with 8.4-inch Display
Apple CarPlay®
Google Android Auto™
Cluster 2.5-Inch Color Display
8-Way Power Adjustable Driver Seat
Front Fog Lamps
Leather-Wrapped Steering Wheel
2-Way Power Driver Lumbar Adjustable Seat
Power Adjustable Pedals
Power Black Trailer-Tow Mirrors w/ Power Fold-Away
SiriusXM® with 1-Year Radio Sub Call 800-643-2112
220-Amp Alternator $100
6.7L I6 Cummins Turbo Diesel Engine $9,200
50-Gallon Fuel Tank $295
Engine Block Heater $95
LT235/80R17E OWL On/Off-Road Tires $245
Dual Rear Wheels $1,495
17-Inch Steel Spare Wheel
Box and Rear Fender Clearance Lamps
Remote-Start System $295

Destination Charge $1,695

TOTAL PRICE: * $63,750

WARRANTY COVERAGE
5-year or 100,000-mile Powertrain Limited Warranty
3-year or 36,000-mile Basic Limited Warranty
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5YEAR/100000MILE
POWERTRAIN WARRANTY

Assembly Point/Port of Entry: SALTILLO, MEXICO

VIN: 3C6-3RRHL9LG-278991

EPA DOT Fuel Economy and Environment

Fuel Economy
N/A
combined city/hwy city highway
N/A gallons per 100 miles

Heavy duty vehicle, no label required.

You spend
N/A
in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost
N/A

Fuel Economy & Greenhouse Gas Rating 1 10

Smog Rating 1 10

fueleconomy.gov
Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS
This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash, or rollover risk.
Source: National Highway Traffic Safety Administration (NHTSA) www.safercar.gov or 1-888-327-4236

MOPAR VEHICLE PROTECTION
A PRODUCT OF FCA US LLC
Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

96. Among other things, the Monroney Sticker referenced a destination charge of $1,695, which in reality, was materially higher than the delivery cost for Plaintiff's vehicle.

97. Plaintiff purchased (and still owns) this vehicle for personal use. Plaintiff's vehicle bears Vehicle Identification Number: 3C6-3RRHL9LG-278991.

98. Neither Defendants, nor any of their dealers or other representatives informed Plaintiff, during or after purchase, of the fact that the destination charge contained phantom freight.

B. Defendants

99. Defendant FCA US, LLC, is a Delaware limited liability company with its principal place of business at 1000 Chrysler Drive, Auburn Hills,

Michigan. The Class Vehicles at issue here are part of the FCA US, LLC, family of companies, which is, in turn, part of Stellantis N.V.

100. Defendant Stellantis N.V. is a Dutch corporation with its headquarters in Amsterdam, Netherlands. At present, Stellantis is the ninth largest automaker in the world with annual revenue of nearly 100 billion dollars. Below, unless otherwise specified, Stellantis and FCA US, LLC, are referred to collectively as "FCA."

101. FCA engages in interstate commerce by marketing and distributing vehicles for sale under the Chrysler, Jeep, Dodge, Ram, Fiat and Maserati brands through its authorized dealers located in every state of the United States, including within this District.

FACTUAL ALLEGATIONS

A. The Mid-20th Century Deception: Price Packing and "Phantom Freight"

102. About 70 years ago, Congress diagnosed unfair and deceptive practices that were being used to prey on U.S. consumers. The practices existed in the market for the sale of new automobiles to U.S. consumers. Among them was a practice known as price "packing." 7A Am. Jur. 2d Automobiles § 42 (2022).

103. As a federal appellate court in the 1960s described it, "Price packing is the practice of marking up or adding charges over and above the normal recognized markup from the wholesale price at which a dealer purchases a new

automobile from a manufacturer." Baltimore Luggage Co. v. FTC, 296 F.2d 608, 612 (4th Cir. 1961).

104. The chief concern pertained to the inflated markup of the charge for transporting new vehicles to dealerships for sale to consumers. This inflated cost was pervasive and problematic enough that it garnered a name: "phantom freight."

105. Congress held a series of hearings relating to pricing information for automobiles. The hearings were held by the Interstate and Foreign Commerce Committees in both the United States House of Representatives and United States Senate. A number of these hearings discussed the problem of phantom freight.

106. The hearings involved a great deal of testimony and submissions from various stakeholders, including automobile manufacturers and related trade organizations, consumers, the Federal Trade Commission, the Better Business Bureau, the American Automobile Association, and many others.

107. In a hearing held on July 6, 1955, Representative Carl Hinshaw of California explained the problem in a colloquy with Admiral Frederick Bell, Executive Vice President of the National Automobile Dealers Association:

> Mr. Hinshaw: Admiral, in discussing my bill, which has to do ***with phantom freight,*** you point out that ***the packing of freight charges requires the public to pay an inflated and unrealistic fee for freight charges that are not in fact incurred.*** Is that charge made to the dealer first and passed on from the dealer to the consumer, or is it made directly to the consumer?

> Mr. Bell: It is made first to the dealer, sir, and then to the consumer. The dealer pays cash on the barrel for his automobiles.
>
> Mr. Hinshaw: And he has to pay that phantom freight in conjunction with the purchase of the automobile. And naturally he passes it on to the consumer.
>
> Mr. Bell: That is correct sir.

Automobile Marketing Legislation, A Bill to Amend Section 5(A) of the Federal Trade Commission Act with Respect to Certain Unfair Methods of Competition in Connection with the Sale of Motor Vehicles: Hearing on H.R. 528 Before a Subcomm. of the Comm. on Interstate & Foreign Com., 84th Cong. 20 (1955) (emphasis added).

108. The cost to consumers due to manufacturers' charging of phantom freight was massive in the 1950s—even by today's standards. In the hearing excerpted above, Rep. Hinshaw went on to explain, "I was informed by a very substantial person in the automobile business, who did not wish his name to be disclosed, that certainly one large automobile manufacturer claimed that he made between $300 million and $350 million a year on nothing but spurious freight charges." *Id.*

B. Congress Solves the Problem—Temporarily—in the 1950s.

109. Congress's concern about the "inflated and unrealistic fee for freight charges that are not in fact incurred" but are nevertheless "passe[d] on to the consumer," led to legislative action. In addition to the hearings and other

legislative pressure imposed on the industry, Congress passed the Automobile Information Disclosure Act of 1958, which led to the now-ubiquitous "Monroney Sticker" that is required to appear on every new vehicle sold in the U.S.

110. The Monroney Sticker is named for Senator Monroney, former congressman and senator from Oklahoma. Senator Monroney was a member of the Interstate and Foreign Commerce Committee during the 1950s. In 1955, the Chairman of the Committee, Warren Magnuson, appointed Senator Monroney to lead the Subcommittee on Automobile Marketing. In the wake of the hearings discussed above, which investigated a number of sharp business practices, Senator Monroney championed and sponsored the Automobile Information Disclosure Act (the "Act"). The Act established uniform disclosure requirements for all new vehicles sold in the United States.

111. The purpose of the Act is to provide transparency to automobile purchasers in a way that would eradicate unfair practices like charging phantom freight. To advance this purpose, automobile manufacturers are federally mandated to affix a Monroney Sticker on each and every new vehicle, which includes specific and detailed information, including the price for delivery of the vehicle to the dealership.

112. In the Congressional Record, May 14, 1958, Senator Monroney discussed the purpose of the bill, highlighting the need for transparency, as follows:

> This bill, Mr. President, will not compel the manufacturer to do anything except to show the suggested retail price of the car, plus the price of each factory installed accessory and the delivery cost, if any, which was charged to the dealer for the transportation of the car from the factory. ***This will be the delivered price with accessories in a plain honest-to-goodness figure*** on the windshield or window of the car, where every buyer can see it.

104 Cong. Rec. 8700 (1958) (emphasis added).

113. As Congress intended, domestic automotive manufacturers did in fact capitulate and cease charging phantom freight. In a hearing held on April 24, 1958, Senator Monroney stated, "We know that Ford was the first to abandon phantom freight although they denied there was such a thing, they led the path that got this thing out of the automobile picture." Destination Charge Hr'g at 157.

114. FCA, then known as the Chrysler Corporation, followed suit—with apparent reluctance. The New York Times reported that Chrysler "followed the lead today of its two chief competitors [GM and Ford] in eliminating so-called phantom freight charges on new cars."[3] The article reported that Chrysler was

[3] *Chrysler Ends Charge: Follows Rivals in Eliminating 'Phantom Freight' Cost*, N.Y. TIMES (February 29, 1956), https://timesmachine.nytimes.com/timesmachine/1956/02/29/86534118.html?pageNumber=24.

reducing "[d]estination charges" for its vehicles by as much as $74[4] per vehicle. Concurrently, Chrysler raised the prices of the vehicles by as much as $35 per vehicle.

115. After the manufacturers ceased collecting phantom freight, Senator Monroney policed their continued compliance. For example, the Congressional Record for the Act includes a letter from Senator Monroney to GM's president in February 1958, just months before passage of the Act. Destination Charge Hr'g at 147 (letter from Senator Monroney to Harlow E. Curtice, President of General Motors Corp.). Senator Monroney wrote that his committee had received "several inquiries" in recent months "regarding freight charges on automobile being increased by your corporation." *Id.* He said he had been under the impression that his subcommittee's … investigation into the practices of General Motors" had led GM to "immediately reduce[ ] … freight on new cars from the phantom rate to the proper destination charge." *Id.* GM responded by confirming Senator Monroney's understanding, assuring him that it had not resumed its practice of charging phantom freight. *Id.* at 147–48 (letter from H.E. Curtice to Senator Monroney). Rather, GM explained that "actual freight rates and vehicle weights have increased, with resulting increases in transportation costs," but that "[s]o-called phantom freight is [still] eliminated." *Id.* Senator Monroney's use of the phrase "destination

[4] $74 in 1956 equates to over $700 when adjusted to the present value of a dollar.

charge"—the very same phrase used in the Act—leaves no doubt that the legislators' expectation was that the "proper destination charge" would not include secret profit.

116. Much of Congress's scrutiny was directed at manufacturers' practices in particular, not just dealers'. As one senator remarked in response to a statement by a Ford executive: "You say … that the [AIDA] legislation is directed at practices imposed upon the industry by relatively few dealers…. I don't think it was all actually the dealers. I think there was a lot to be said on both sides of the question…." *Id.* at 154 (statement of Walker A. Williams, Ford Motor Co.). Earlier in the same hearing, Senator Monroney highlighted Congress's achievement in eliminating phantom freight. He noted that Congressional pressure had led automotive manufacturers—not dealerships—to reform their practices, emphasizing the "major reforms … voluntarily entered into by the automobile manufacturers as a result of the spotlight which the subcommittee put upon this problem." *Id.* at 1 (opening statement of Senator Monroney). Senator Monroney would continue to underline the importance of Congress's efforts to restrain manufacturers' conduct, writing in a report concerning the automobile labeling bill that:

> The Subcommittee on Automobile Marketing was appointed over 3 years ago by Chairman Magnuson of the Interstate and Foreign Commerce Committee. It has made the most extensive study of automobile marketing practices every undertaken by Congress. . . the

> focus of public attention upon the factory dealer relationships and ***the abuses thereof by the manufacturers*** brought about some 49 major reforms in the manufacturer-dealer relationship…now [] the time to improve the relationship between the industry and the public has arrived. That is what this bill [AIDA] attempts to do.

Senator A. S. Monroney, *Rep. on the Automobile Labeling Bill*, S. Rep. No. 85-1555, at 3 (1958) (emphasis added).

117. One such abuse, as Senator Monroney explained, was that the manufacturers had previously imposed a delivery charge that assumed all vehicles were being shipped from Detroit, even though new plants had been opened elsewhere in the U.S., driving down delivery costs. Destination Charge Hr'g at 1.

118. During Congressional hearings, manufacturers themselves acknowledged that the "growth of outlying assembly plants effected reductions in transportation costs." Digest of Testimony Relative to Hr'gs on the Auto. Mktg. Subcomm. of the Comm. on Interstate & Foreign Com., 84th Cong. 94 (1956) (summary of statement of Fredric G. Donner of General Motors Corp.). As a result, the "economic benefits" from the costs lowered by "outlying assembly plants are now being shared [with] customers … and so-called phantom freight has been eliminated." *Id.* at 95.

119. As Senator Monroney described it, the new "transportation charge [was] the result of a lot of work by this committee of getting the abandonment of the old phantom freight that bore no relationship whatever to the distance from the

factory and a lot of other things." Destination Charge Hr'g at 146. The subcommittee's and GM's counsel, both present at the hearing, agreed: "the charge now, transportation, destination charge, is within a few dollars of what it costs to go from the assembly plant to any given area." *Id.*

120. Savings from the elimination were passed on to consumers irrespective of whether manufacturers calculated their delivery costs on average or on a per-vehicle basis. With manufacturers to "averag[ing] out" the "destination charge," the result was "to save the customer millions of dollars in abandoning phantom freight." *Id.* at 145.

C. Auto Manufacturers Such as FCA Have Used "Phantom Freight" Because It Allows Them to Deceptively Inflate the Revenue They Can Generate from New Vehicle Sales.

121. The fact that Chrysler in the 1950s—seeking to make up for the fact that it was losing up to $74 per vehicle in abandoned phantom freight charges—was only able to raise vehicle prices by a maximum of $35 per vehicle is illuminating.

122. The market for new vehicles in the U.S. has long been highly competitive, with demand for vehicles turning in large part on the price (typically the MSRP) of those vehicles.

123. But whereas increases and decreases in the MSRP of new vehicles can be expected to be understood and reacted to rationally by consumers, the charging of phantom freight falls into a group of less transparent practices such as drip pricing and partition pricing. Drip pricing refers to purchases where consumers are first presented with an element of the price upfront—like a new vehicle's MSRP, which is mentioned universally in vehicle marketing and advertising—and then learn about compulsory price increments (like a destination charge) later in the buying process. When price is separated in this way, it is also sometimes called partitioned pricing.[5]

124. It has long been known that the use of drip pricing and partitioned pricing can cause reasonable consumers to misperceive the total costs they will bear as compared to when presented with the same transaction using "all-in" pricing. Companies like FCA can thus cause consumers to perceive the cost of new vehicles as less than it actually is.[6]

125. The destination charge on FCA vehicles is particularly capable of preying on consumer heuristics. Market research has shown that consumers' perceived fairness when it comes to surcharge increases turns in large part on the

[5] Gorkan Ahmetoglu et al., *Pricing Practices: A Critical Review of their Effects on Consumer Perceptions and Behaviour*, 21 J. RETAILING & CONSUMER SERV. 696 (2014); *see also* David Adam Friedman, *Regulating Drip Pricing*, 31 STAN. L. & POL'Y REV. 51 (2020).

[6] Eric Greenleaf et al., The Price Does Not Include Additional Taxes, Fees, and Surcharges: A Review of Research on Partitioned Pricing, 26 J. CONSUMER PSYCHOL. 105 (2016).

purpose of the increase. Because it is generally understood that vehicles need to be transported to dealerships for consumers' benefit, and that the transport is not cost free, consumers perceive as fair the surcharges tied to transporting new automobiles to dealerships. At the same time, they would perceive a comparable surcharge as unfair if it was nominally attributed to something more amorphous, like "dealer preparation" or something else that appeared to be aimed at nothing more than securing extra revenue from the transaction without providing additional benefit.[7] So, by using an inflated destination surcharge, FCA preys on the fact that partition pricing will leave consumers underestimating the full cost of the transaction while being duped into perceiving the surcharge as a fair cost of delivery rather than as phantom freight (the only purpose of which is for the company to sneak more profit out of the transaction).

126. Per Jack Gillis, executive director of the Consumer Federation of America who was quoted by *Consumer Reports*, "There is no reason why destination charges are not incorporated into the cost of the vehicle," and thus the MSRP, "except that it enables the manufacturer to charge more."[8]

[7] Vicki Morwitz et al., Divide and Prosper: Effects on Partitioned Prices on Consumers' Price Recall and Demand, 35 J. MARKETING RES., 453 (1998).

[8] Monticello, *supra* note 1.

127. Accordingly, as Chrysler's 1950s-era practices showed, when the company was forced to abandon the practice of misleadingly inflating its prices using phantom freight to the tune of nearly $75 a vehicle, and it tried to make up for the lost revenue by increasing vehicle prices, it could only raise vehicle prices by less than half of the amount it had been securing as phantom freight.

D. In Recent Years, FCA Has Again Begun Packing Phantom Freight into Its Pricing by Artificially Inflating the Destination Charges for New Vehicles.

128. With decades having passed since the 1950s, the Automobile Information Disclosure Act has evolved since it was signed into law by President Eisenhower in July of 1958. But more than 63 years later, the Act persists. Required disclosures have only increased with time to include information regarding, among other things, fuel efficiency and crash safety.

129. Although no legislative activity has transpired in the intervening decades suggesting Congress has in any way abandoned the goals of its efforts in the 1950s, changed circumstances have seen FCA regress back to its use of phantom freight with an evolved scheme.

130. In addition to companies like FCA developing a better understanding of how to use non-negotiable surcharges to manipulate consumer behavior, the

business practices of FCA and its dealerships have changed. Whereas dealerships once paid cash upfront for vehicles, it is now common for them to acquire vehicles on credit, paying FCA the full amount of the destination charge as a line item on the dealer invoice, but only after selling the vehicles. One ramification is that dealerships no longer have the same incentives to resist inflated destination charges—they do not bear the cost of those charges in the same way upon taking possession of the vehicles. So, they have little reason to complain as the charges have increased substantially in recent years, recognizing that it is not them, but consumers who pay the costs in the first instance.

131. Seizing on its ability to manipulate the market in these ways, since at least the 2018 model year, FCA has reengaged in the systematic practice of charging inflated destination charges for Class Vehicles. These newly inflated destination charges reflect a return to the price packing and phantom freight charging that were endemic in the early 20th century.

132. FCA's destination charges for Class Vehicles are substantially higher than the true cost of delivering the vehicles to dealerships for sale. Rather than charging the true cost of delivery, FCA inflates the charges to generate additional profit for itself through a mechanism that consumers do not understand and against which consumers cannot reasonably protect themselves (since the charges are

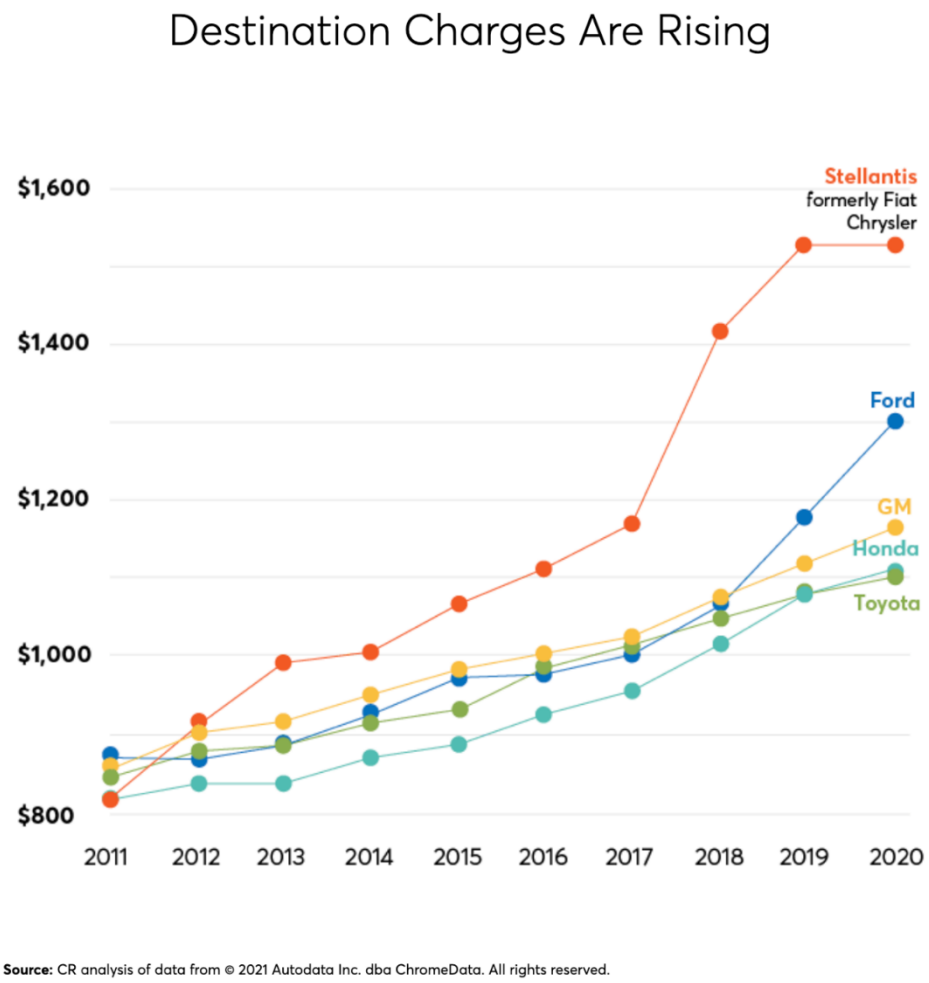
misleadingly labeled on Monroney Stickers and are not subject to negotiation as is the base sales price).

133. Just as it did in the 1950s, FCA is using these inflated destination charges to effectively lower its MSRPs, misleading the public into underappreciating the cost of Class Vehicles, and thereby achieving greater revenues. If FCA were to act lawfully, by increasing MSRPs (if desired) and lowering destination charges to eliminate phantom freight, FCA would be unable to charge as much per vehicle and would also decrease the overall demand for its vehicles. Only by engaging in these unfair, deceptive, and unlawful practices is FCA able to sell the volume of Class Vehicles it has sold and at the prices it has sold them.

134. *Consumer Reports* reported in its April 2021 issue on the substantially inflated destination charges for Class Vehicles. Per the article, "[d]estination fees rose an average of 90 percent on Chrysler, Dodge and Jeep vehicles; 74 percent on Ram trucks since 2011; and 114 percent on Fiats since 2012."[9] The following chart from *Consumer Reports* reflecting the average destination surcharges among top manufacturers demonstrates both the concerning industry-wide growth of this

[9] *Id.*

inflated fee, and the degree to which FCA (referred to by the parent company name, Stellantis) is winning the race to the bottom:[10]



135. Although other manufacturers may also have returned to the practice of charging phantom freight, the chart above shows how FCA has inflated its destination charges at rates that are substantially outpacing all other manufacturers. Given the market realities impacting all these manufacturers, none has the

[10] *Id.*

incentive to impose destination surcharges in amounts less than the cost to transport their vehicles to dealerships for sale. Indeed, *Consumer Reports* found that destination surcharges among "mainstream automakers" had increased "more than 2.5 times the rate of inflation" between 2011 and 2020.[11] Yet FCA consistently charges hundreds of dollars more per vehicle than all of the other manufacturers identified by *Consumer Reports*.

136. In addition to substantially outpacing its competition in ratcheting up destination surcharges, FCA is consistently outpacing inflation. To cite one example, using the Ram 1500 pickup truck as a frame of reference, the rate of increase of the destination charges has substantially outpaced transportation costs generally. The chart below summarizes the destination charge for the last seven years. Over a seven-year period, FCA's destination charges on the Ram 1500 have increased over 50%.

Model Year	Transportation Fee on Monroney Sticker
2022	$1,795
2021	$1,695
2020	$1,695
2019	$1,695
2018	$1,395
2017	$1,395
2016	$1,195

[11] *Id.*

137. The Ram 1500 is no outlier among destination charges on FCA vehicles. Indeed, if anything, it represents a conservative demonstration of the problem. As noted above, of the FCA brands referenced by the *Consumer Reports* article, Ram trucks have seen the most modest increase (74% since 2011). Another FCA model, the Jeep Cherokee, saw its destination charge rise 50 percent during a mere three-year span recently.

138. Review of publicly available industry transportation costs demonstrates the meteoric rise in FCA destination charges over the last few years, which cannot plausibly be attributed only to price inflation.

139. One widely recognized measuring stick for transportation costs is the IRS published mileage reimbursement rate. The IRS describes "[t]he standard mileage rate for business use [as] based on an annual study of the fixed and variable costs of operating an automobile."[12] The table below summarizes the rate over the same period as above: 2016-22. The table below demonstrates that from 2016 to 2022, the IRS mileage reimbursement rate has increased just 7.4%. Notably, when prices for transportation dropped, FCA did not drop the price of the destination charge.

[12] I.R.S. News Release IR-2021-251 (Dec. 17, 2021).

Year	IRS Mileage Reimbursement Rate
2022	58.5 cents per mile
2021	56 cents per mile
2020	57.5 cents per mile
2019	58 cents per mile
2018	54.5 cents per mile
2017	53.5 cents per mile
2016	54 cents per mile

140. In a similar vein, the United States Bureau of Transportation Statistics publishes data concerning Average Freight Revenue per Ton-Mile. From 2016-20—the most recent data available—the cost went from 3.99 cents (2016) to 4.40 cents (2020).[13] This data indicates an increase of just 10.3%.

141. Trains and trucks are the primary means by which passenger cars and trucks are transported to market for sale. As the information above demonstrates, the increases in transportation costs do not remotely reflect the rate of increase in FCA's destination charges for vehicles since 2016.

142. In the words of a *Consumer Reports* executive, "If [companies like FCA] had a valid reason beyond just driving up the price, they would actually be able to point us toward specific examples of costs that have gone up within the

[13] U.S. Bureau of Transportation Statistics, Average Freight Revenue per Ton-Mile, https://www.bts.gov/content/average-freight-revenue-ton-mile.

shipping process."[14] With no such explanation given, *Consumer Reports* concluded the ratcheted-up destination charges are "little more than a stealthy way for automakers to raise prices without fully owning up to it."[15]

TOLLING OF THE STATUTE OF LIMITATIONS AND ESTOPPEL

143. Any applicable statute of limitations has been tolled by FCA's knowing and active concealment of the true cost of transporting Class Vehicles. Through no fault or lack of diligence, Plaintiffs and members of the proposed classes were deceived regarding the destination charge and could not reasonably discover the deception with respect to the destination charge.

144. Plaintiffs and members of the proposed classes did not discover and did not know of any facts that would have caused a reasonable person to suspect that FCA was misrepresenting or concealing the true cost of transporting Class Vehicles. As alleged herein, the overcharge was and is material to Plaintiffs and members of the proposed classes at all relevant times. Within the time period of any applicable statutes of limitations, Plaintiffs and members of the proposed classes could not have discovered through the exercise of reasonable diligence that FCA was concealing the actual destination charge for the Class Vehicles.

[14] Monticello, *supra* note 1.

[15] *Id.*

145. As such, all applicable statutes of limitation have been tolled by FCA's knowing, active, and ongoing affirmative concealment of the facts alleged herein including the actual destination charge. Plaintiffs and members of the proposed classes reasonably relied on FCA's knowing, active, and ongoing affirmative concealment.

146. At all times, FCA was and is under a continuous duty to disclose on the Monroney Sticker the actual cost of transporting Class Vehicles to the dealerships where they were sold. Instead, FCA actively concealed the true costs of delivery using the claimed destination charge as a profit center. Plaintiffs and members of the proposed classes reasonably relied on FCA's misrepresentation and concealment of the facts alleged herein.

147. Plaintiffs were only able to discover the truth about FCA's practices with respect to the destination charges because of the online publication of the *Consumer Reports* article in February 2021 (and its subsequent print publication in April 2021). Accordingly, the statutes of limitations should be tolled at minimum through the date on which that article was originally published online.

148. For these reasons, all applicable statutes of limitation have been tolled based on the discovery rule and FCA's fraudulent concealment; further, Defendants are estopped from relying on any statutes of limitations in defense of this action.

CLASS ALLEGATIONS

149. Plaintiffs bring this action, pursuant to the provisions of Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of themselves and the following proposed Classes:

Florida Class
All persons and entities who purchased or leased a new Class Vehicle in Florida.

Georgia Class
All persons and entities who purchased or leased a new Class Vehicle in Georgia.

Georgia Fair Business Practices Act Class ("GFBPA Class")
All persons who purchased or leased a new Class Vehicle in Georgia for personal, household, or family purposes.

Illinois Class
All persons and entities who purchased or leased a new Class Vehicle in Illinois.

Illinois Consumer Fraud and Deceptive Business Practices Act Class ("Illinois CFA Class")
All persons who purchased or leased a new Class Vehicle in Illinois for personal, household, or family purposes.

Iowa Class
All persons and entities who purchased or leased a new Class Vehicle in Iowa.

Iowa Consumer Frauds Act Class ("Iowa CFA Class")
All persons and entities who purchased or leased a new Class Vehicle in Iowa for personal, family, or household purposes.

Michigan Class
All persons and entities who purchased or leased a new Class Vehicle in Michigan.

Michigan Consumer Protection Act Class ("Michigan CPA Class")
All person and entities who purchased or leased a new Class Vehicle in Michigan for personal, family, or household purposes.

Missouri Class
All persons and entities who purchased or leased a new Class Vehicle in Missouri.

Missouri Merchandising Practices Act Class ("Missouri MPA Class")
All persons and entities who purchased or leased a new Class Vehicle in Missouri for personal, family, or household purposes.

New York Class
All persons and entities who purchased or leased a new Class Vehicle in New York.

North Carolina Class
All persons and entities who purchased or leased a new Class Vehicle in North Carolina.

Ohio Class
All persons and entities who purchased or leased a new Class Vehicle in Ohio.

Ohio Consumer Sales Practices Act Class ("Ohio CSPA Class")
All persons who purchased or leased a new Class Vehicle in Ohio for personal, family, or household purposes.

Pennsylvania Class
All persons and entities who purchased or leased a new Class Vehicle in Pennsylvania.

Pennsylvania Unfair Trade Practices and Consumer Protection Law Class ("Pennsylvania CPL Class")
All persons who purchased or leased a new Class Vehicle in Pennsylvania for personal, household, or family purposes.

Texas Class
All persons and entities who purchased or leased a new Class Vehicle in Texas.

150. Excluded from the Classes are FCA, its employees, officers, directors, legal representatives, heirs, successors, parent, subsidiaries, and affiliates; FCA dealers; proposed class counsel and their employees; the judicial officers and associated court staff assigned to this case and their immediate family members; all persons who make a timely election to be excluded from any class; and governmental entities.

151. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claim.

152. This action has been brought and may be properly maintained on behalf of the proposed Classes under Federal Rule of Civil Procedure 23.

153. **Numerosity.** Federal Rule of Civil Procedure 23(a)(1): The members of the Classes are so numerous and geographically dispersed that individual joinder of Class members is impracticable. Defendants sell an average of approximately 2,000,000 Class Vehicles per year in the United States, and the populations of the states of Florida, Georgia, Illinois, Iowa, Michigan, Missouri, New York, North Carolina, Ohio, Pennsylvania, and Texas are all sufficiently sizable that there are at least thousands of class members within each proposed Class. Class members may be notified of the pendency of this action by recognized, Court-approved notice

dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

154. **Commonality and Predominance.** Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3): This action involves common questions of law and fact which predominate over any questions affecting individual Class members, including, without limitation:

a. Whether FCA has systematically inflated its destination charges for Class Vehicles, charging substantially more than the actual cost of delivery to dealerships;

b. Whether the money FCA received in the form of destination charges was required to be used for the benefit of consumers, or used to transport their vehicles to local dealerships;

c. Whether FCA is obligated to return to consumers the excess amounts it charged in the form of destination charges, which is to say the amounts that went beyond the actual cost of transporting vehicles to dealerships for sale;

d. Whether FCA's conduct is unfair in that it violates the policy aims of the Automobile Information Disclosure Act and because the harm caused by the conduct outweighs any corresponding benefit;

e. Whether FCA has been unjustly enriched to the detriment of Plaintiffs and Class members;

f. Whether FCA's practice of charging phantom freight in the form of "destination charges" constitutes deceptive and misleading conduct;

g. Whether the hundreds of dollars in excess costs imposed by FCA through its practice of charging phantom freight are material to reasonable consumers; and

h. Whether Plaintiffs and members of each Class are entitled to equitable relief, including, but not limited to, restitution or injunctive relief.

155. **Typicality.** Federal Rule of Civil Procedure 23(a)(3): Plaintiffs' claims are typical of each Class members' claims because, among other things, all Class members were comparably injured through FCA's wrongful conduct as described in this complaint.

156. **Adequacy.** Federal Rule of Civil Procedure 23(a)(4): Plaintiffs are adequate class representatives because their interests do not conflict with the interests of the other members of the Classes they seek to represent; Plaintiffs have retained counsel competent and experienced in complex class action litigation; and Plaintiffs intend to prosecute this action vigorously. Plaintiffs and their counsel will fairly and adequately protect the interests of the Classes .

157. **Declaratory and Injunctive Relief.** Federal Rule of Civil Procedure 23(b)(2): FCA has acted or refused to act on grounds generally applicable to Plaintiffs and members of the Classes, thereby making appropriate final injunctive relief and declaratory relief with respect to the Classes as a whole. Plaintiffs have an interest in buying vehicles in the future, often see marketing for FCA vehicles, and will consider purchasing FCA vehicles in the future if possible, but have no way of determining whether destination charges have been inflated and will thus be unable to rely on the information set forth in Monroney Stickers in the future. Moreover, Defendants' alleged misconduct is ongoing and therefore damages are not certain or prompt and thus are an inadequate remedy to address the conduct that injunctions are designed to prevent.

158. **Superiority.** Federal Rule of Civil Procedure 23(b)(3): A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiffs and other Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against FCA, so it would be impracticable for the members of the Classes to individually seek redress for Defendants' wrongful conduct. Even if Class members could afford individual litigation, the court system could not.

Individualized litigation creates a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

VIOLATIONS ALLEGED

COUNT I
MONEY HAD AND RECEIVED
(Plaintiff Upshaw on behalf of the proposed Florida Class
Plaintiffs Cole and Upshaw on behalf of the proposed Georgia Class
Plaintiffs Perry and Wendy Beeney on behalf of the proposed Illinois Class
Plaintiff Benefield on behalf of the proposed Iowa and Missouri Classes
Plaintiffs Childs and Cook on behalf of the proposed Michigan Class
Plaintiff Bucalo on behalf of the proposed New York Class
Plaintiff Vance on behalf of the proposed North Carolina Class
Plaintiff Collingwood on behalf of the proposed Ohio Class
Plaintiff Dutkowski on behalf of the proposed Pennsylvania Class
Plaintiff Rowles on behalf of the proposed Texas Class)

159. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

160. Plaintiffs Upshaw, Cole, Beeney, Benefield, Childs, Cook, Bucalo, Vance, Collingwood, Dutkowski, and Rowles bring this Count on their own behalf and on behalf of their respective Classes under the law of the state in which they purchased or leased their Class Vehicle(s).

161. FCA received money that was intended to be used for the benefit of Plaintiffs and the Classes. In particular, FCA charges destination charges for Class

Vehicles, which the dealership pays and passes onto the consumer. FCA thereby derives money intended to benefit Plaintiffs and Class members by receiving money that exceeds the cost of delivering Class Vehicles to dealerships for sale.

162. FCA failed to use the money for the benefit of Plaintiffs and Class members. As alleged above, rather than charging destination charges to pay for the true cost of delivery, FCA has inflated the destination charges in order to generate additional profit for itself, which it has not spent for the benefit of Plaintiffs and the Classes.

163. Before filing this complaint, Plaintiffs sent multiple letters to FCA on behalf themselves and the proposed classes, notifying FCA that Defendants' conduct violates the applicable states' laws, and demanding full refunds of destination charges that exceed the actual cost of delivery, among other remedies.

164. Despite Plaintiffs' repeated demands for repayment, FCA has not returned that money to any Plaintiff or the Classes.

165. As a result, FCA has received money which belongs to Plaintiffs and the Classes, which in equity and good conscience should be paid over to Plaintiffs and the Classes, but which FCA has instead unlawfully retained.

166. Plaintiffs and the Classes are therefore entitled to recover the excess money they paid in the form of destination charges because that money was paid by mistake, oppression, or where an undue advantage was taken of Plaintiffs' and

Class members' situation whereby money was exacted to which FCA had no legal right.

167. To the extent this claim is deemed to arise in equity by any state law, for the purpose of the claim brought under that state's law, the corresponding Plaintiff(s) bring this Count in the alternative to any Counts brought for legal remedies and expressly allege that for purposes of this Count they lack adequate remedies at law.

COUNT II
VIOLATIONS OF THE FLORIDA
DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
F.S.A. §§ 501.201, *et seq.*
(Plaintiff Upshaw on behalf of the Florida Class)

168. Plaintiff Upshaw incorporates by reference all preceding allegations as though fully set forth herein.

169. Plaintiff Upshaw brings this Count on behalf of himself and on behalf of the Florida Class.

170. Florida's Deceptive and Unfair Trade Practices Act ("FDUPTA") prohibits "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce …." F.S.A. § 501.204.

171. At all relevant times, Plaintiff and Florida Class members were "consumers" within the meaning of the FDUTPA. F.S.A. § 501.203(7).

172. FCA's conduct, as set forth herein, occurred in the conduct of "trade or commerce" within the meaning of the FDUTPA. F.S.A. § 501.203(8).

173. FCA's acts and practices relating to destination charges, as alleged in this complaint, constitute unfair and/or unconscionable acts or practices. FCA's practice of employing price packing and charging phantom freight is unethical, unscrupulous, and substantially injurious to new-vehicle purchasers/consumers, and thus constitutes an unfair practice under the FDUTPA. FCA's practice is also unfair because it is contrary to legislatively declared and public policies that seek to protect consumers from misleading statements, as reflected by the Automobile Information Disclosure Act.

174. FCA's acts and practices relating to destination charges, as alleged in this complaint, also constitute fraudulent business practices in that, as Congress recognized in the 1950s, the use of price packing and phantom freight charges is likely to deceive and harm reasonable consumers. The practice is designed to prey on the heuristics of reasonable consumers and to mislead them into underestimating the full cost of Class Vehicles, boosting both overall demand for vehicles and consumers' willingness to pay the prices charged. FCA misrepresents its phantom freight charges as "destination charges" and fails to disclose that the surcharges are not reflective of the actual cost of delivery and instead include

additional amounts that FCA adds in to generate additional and hidden profit. The phantom freight charges are material to reasonable consumers.

175. As a direct and proximate result of FCA's business practices, Plaintiff and Florida Class members suffered a loss, because they purchased or leased more Class Vehicles than they otherwise would have and paid prices they would not otherwise have paid.

176. Pursuant to Fla. Stat. Ann. § 501.2105, Plaintiff and the Florida Class seek these damages, together with all other appropriate damages, attorneys' fees, and costs of suit.

COUNT III
VIOLATIONS OF THE GEORGIA FAIR BUSINESS PRACTICES ACT
Ga. Code Ann. § 10-1-390, *et seq*.
(Plaintiffs Cole and Upshaw on behalf of the GFBPA Class)

177. Plaintiffs Cole and Upshaw incorporate by reference all preceding allegations as though fully set forth herein.

178. Plaintiffs Cole and Upshaw bring this Count on behalf of the GFBPA Class.

179. Georgia's Fair Business Practices Act ("GFBPA") prohibits any "unfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce…" Ga. Code An§ 10-1-393.

180. FCA's conduct, as set forth herein, occurred in the context of a "consumer transaction" within the meaning of the GFPBA. Ga. Code Ann. § 10-1-392(a)(10).

181. FCA's acts and practices relating to destination charges, as alleged in this complaint, constitute unfair business practices, in violation of the GFBPA. FCA's practice of employing price packing and charging phantom freight is unethical, unscrupulous, and substantially injurious to new-vehicle purchasers and lessees, and thus constitutes an unfair practice under the GFPBA. FCA's practice is also unfair because it is contrary to legislatively declared and public policies that seek to protect consumers from misleading statements, as reflected by the Automobile Information Disclosure Act.

182. FCA's acts and practices also constitute fraudulent practices in that, as Congress recognized in the 1950s, the use of price packing and phantom freight charges is likely to deceive and harm reasonable consumers. The practice is designed to prey on the heuristics of reasonable consumers and to mislead them into underestimating the full cost of Class Vehicles, boosting both overall demand for vehicles and consumers' willingness to pay the prices charged. FCA misrepresents its phantom freight charges as "destination charges" and fails to disclose that the surcharges are not reflective of the actual cost of delivery and

instead include additional amounts that FCA adds in to generate additional and hidden profit. The phantom freight charges are material to reasonable consumers.

183. Plaintiffs Cole, Upshaw, and the GFPBA Class members reasonably relied on FCA's misrepresentations regarding "destination charges" paid in connection with the purchase or lease of the Class Vehicles.

184. FCA's acts and practices, as alleged above, impacted the sale of all Class Vehicles in the Class Period, and therefore have harmed the general public, and pose a continuing harm to the general public.

185. As a direct and proximate result of FCA's business practices, Plaintiff Cole, Upshaw, and the GFBPA Class members suffered injury and/or damages because they purchased or leased more Class Vehicles than they otherwise would have and paid prices they would not otherwise have paid.

186. Plaintiffs' investigation and research to date indicates that FCA is not registered to do business in Georgia and does not maintain a place of business or keep assets in Georgia.

187. Plaintiffs and the GFPBA Class members also seek attorneys' fees and any other just and proper relief available under Ga. Code Ann. § 10-1-390 *et seq.*

COUNT IV
VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
815 ILCS 505/1, *et seq*., 720 ILCS 295/1A
(Plaintiffs Perry and Wendy Beeney on behalf of the Illinois CFA Class)

188. Plaintiffs Perry and Wendy Beeney incorporate by reference all preceding allegations as though fully set forth herein.

189. Plaintiffs Perry and Wendy Beeney bring this Count on behalf of the Illinois CFA Class.

190. The Illinois Consumer Fraud and Deceptive Business Practices Act ("Illinois CFA") prohibits "unfair or deceptive acts or practices….in the conduct of trade or commerce… whether any person has in fact been misled or damaged thereby." 815 ICLS 505/2.

191. Defendants are "person[s]" as that term is defined in 815 ILCS 505/1(c).

192. At all relevant times, Illinois CFA Class members were "consumers" within the meaning of the ILCS. 815 ILCS 505/1(e).

193. FCA's acts and practices relating to destination charges, as alleged in this complaint, constitute unfair business practices. FCA's practice of employing price packing and charging phantom freight is unethical, unscrupulous, and substantially injurious to new-vehicle purchasers and lessees. The practice is so oppressive that consumers have little choice but to submit to it and it causes

consumers substantial injury. FCA's practice is also unfair because it is contrary to legislatively declared and public policies that seek to protect consumers from misleading statements, as reflected by the Automobile Information Disclosure Act.

194. FCA's acts and practices also constitute fraudulent practices in that, as Congress recognized in the 1950s, the use of price packing and phantom freight charges is likely to deceive and harm reasonable consumers. The practice is designed to prey on the heuristics of reasonable consumers and to mislead them into underestimating the full cost of Class Vehicles, boosting both overall demand for vehicles and consumers' willingness to pay the prices charged. FCA misrepresents its phantom freight charges as "destination charges" and fails to disclose that the surcharges are not reflective of the actual cost of delivery and instead include additional amounts that FCA adds in to generate additional and hidden profit. The phantom freight charges are material to reasonable consumers.

195. FCA engaged in these unfair and deceptive acts and practices with intent that Plaintiffs and Class members rely upon their misleading statements in connection with the sale of the Class Vehicles. Due to FCA's specific and superior knowledge regarding the true "destination charges" incurred in the delivery of the Class Vehicles, its false representations regarding the "destination charges" paid by Illinois CFA Class members for Class Vehicles, and reliance by Illinois CFA Class members on these material representations, FCA had a duty to disclose to Illinois

CFA Class members the actual "destination charges" incurred in the delivery of the Class Vehicles.

196. Due to FCA's specific and superior knowledge regarding the true "destination charges" incurred in the delivery of the Class Vehicles, its false representations regarding the "destination charges" paid by Illinois CFA Class members for Class Vehicles, and reliance by Illinois CFA Class members on these material representations, FCA had a duty to disclose to Illinois CFA Class members the actual "destination charges" incurred in the delivery of the Class Vehicles.

197. As a direct and proximate result of FCA's business practices, Plaintiffs and Illinois Class members suffered actual damage, because they purchased or leased more Class Vehicles than they otherwise would have and paid prices they would not otherwise have paid.

198. Before filing this complaint, Plaintiffs Perry and Wendy Beeney sent a copy of the original complaint in this action to the Illinois Attorney General, as required by 815 ILCS 505/10a(d).

199. FCA's acts and conduct present a continuing risk to Plaintiffs and Illinois CFA Class members as well as to the general public. FCA's unlawful acts and practices alleged herein affect the public interest.

200. Pursuant to 815 ILCS 505/10a(a), Plaintiffs and the Illinois CFA Class members seek monetary relief FCA in the amount of actual damages.

201. Plaintiffs and the Illinois CFA Class members also seek attorneys' fees, and any other just and proper relief available under 815 ILCS § 505/1, *et seq.*

COUNT V
VIOLATIONS OF THE IOWA CONSUMER FRAUDS ACT
Iowa Code Ann. §§ 714H.1, *et seq.*
(Plaintiff Benefield on behalf of the Iowa CFA Class)

202. Plaintiff Benefield incorporates by reference all preceding allegations as though fully set forth herein.

203. Plaintiff Benefield, a natural person, is a "consumer" within the meaning of Iowa Code Ann. § 714H.2.

204. Plaintiff's Class Vehicle purchased in Iowa constitutes "consumer merchandise," within the meaning of Iowa Code Ann. § 714H.2.

205. The Iowa Consumer Frauds Act prohibits a variety of unfair, deceptive, and fraudulent practices. Iowa Code Ann. § 714H.3.

206. FCA's practice of employing price packing and charging phantom freight causes substantial, unavoidable injury to consumers that is not outweighed by any consumer or competitive benefits which the practice produces, and the practice thus constitutes an "unfair practice" under Iowa Code Ann. § 714.16. FCA's practice is also unfair because it is contrary to legislatively declared and

public policies that seek to protect consumers from misleading statements, as reflected by the Automobile Information Disclosure Act.

207. FCA's acts and practices also constitute fraudulent practices in that, as Congress recognized in the 1950s, the use of price packing and phantom freight charges is likely to deceive and harm reasonable consumers. The practice is designed to prey on the heuristics of reasonable consumers and to mislead them into underestimating the full cost of Class Vehicles, boosting both overall demand for vehicles and consumers' willingness to pay the prices charged. FCA knowingly, so as to induce reliance, misrepresents its phantom freight charges as "destination charges" and fails to disclose that the surcharges are not reflective of the actual cost of delivery and instead include additional amounts that FCA adds in to generate additional and hidden profit. The phantom freight charges are material to reasonable consumers.

208. As a direct and proximate result of FCA's business practices, Plaintiff and Iowa Consumer Frauds Act Class members suffered an ascertainable loss of money or property, because they purchased or leased more Class Vehicles than they otherwise would have and paid prices they would not otherwise have paid.

209. Before filing this Complaint, Plaintiff Benefield sent a letter to the Iowa Attorney General seeking approval to file a class action under the Iowa

Consumer Frauds Act, as required by Iowa Code Ann. § 714.H7. The Attorney General approved Plaintiff Benefield's request.

210. Plaintiff and the Iowa Consumer Frauds Act Class members also seek attorneys' fees, and any other just and proper relief available under Iowa Code Ann. § 714H.5.

COUNT VI
VIOLATIONS OF THE MICHIGAN CONSUMER PROTECTION ACT
Mich. Comp. Laws § 445.901, *et seq.*
(Plaintiffs Childs and Cook on behalf of the Michigan CPA Class)

211. Plaintiffs Childs and Cook incorporate by reference all preceding allegations as though fully set forth herein.

212. Plaintiffs Childs and Cook bring this Count on behalf of themselves and on behalf of the Michigan Class.

213. Michigan's Consumer Protection Act ("MCPA") prohibits "[u]nfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce." Mich. Comp. Laws § 445.903(a).

214. At all relevant times, Plaintiffs Child, Cook, and Michigan CPA Class members were "persons" within the meaning of the MCPA. Mich. Comp. Laws § 445.902(1)(d).

215. FCA's conduct, as set forth herein, occurred in or affected "trade or commerce" within the meaning of the MCPA. Mich. Comp. Laws § 445.902(1)(g).

216. FCA's acts and practices relating to destination charges, as alleged in this complaint, constitute unfair, unconscionable, and deceptive methods, acts, or practices in the conduct of trade or commerce. FCA's practice of employing price-packing and charging phantom freight is unethical, unscrupulous, and substantially injurious to new-vehicle purchasers/consumers and thus constitutes an unfair, unconscionable, and deceptive act or practice under the MCPA. FCA's practice is also unfair, unconscionable, and deceptive because it is contrary to legislatively declared and public policies that seek to protect consumers from misleading statements, as reflected by the Automobile Information Disclosure Act.

217. FCA's acts and practices relating to destination charges, as alleged in this complaint, also constitute unfair, unconscionable, and deceptive acts or practices in the conduct of trade and commerce in that, as Congress recognized in the 1950s, the use of price-packing and phantom-freight charges is likely to deceive and harm reasonable consumers. The practice is designed to prey on the heuristics of reasonable consumers and to mislead them into underestimating the full cost of Class Vehicles, boosting both overall demand for vehicles and consumers' willingness to pay the prices charged. FCA misrepresents its phantom-freight charges as "destination charges" and fails to disclose that the surcharges do not reflect the actual cost of delivery and instead include additional amounts that

FCA adds in to generate additional and hidden profit. The phantom-freight charges are material to reasonable consumers.

218. As a direct and proximate result of FCA's business practices, Plaintiffs Childs, Cook, and the Michigan CPA Class members suffered a loss because they purchased more Class Vehicles than they otherwise would have and paid prices they would not otherwise have paid.

219. Pursuant to Mich. Comp. Laws § 445.911, Plaintiffs Childs, Cook, and the Michigan CPA Class seek these damages, together with all other appropriate damages, attorneys' fees, and costs of suit.

COUNT VII
VIOLATIONS OF THE MISSOURI MERCHANDISING PRACTICES ACT
Mo. Rev. Stat. §§ 407.010-407.307 (2000) *et seq.*
(Plaintiff Benefield on behalf of the Missouri MPA Class)

220. Plaintiff Benefield incorporates by reference all preceding allegations as though fully set forth herein.

221. Plaintiff Benefield brings this Count on behalf of the Missouri MPA Class.

222. The Missouri Merchandising Practices Act (MMPA), Mo. Rev. Stat. §§ 407.010-407.307 (2000), *et seq.* makes unlawful the act, use or employment of any deception, fraud, false pretense, false promise, 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 § 407.020.1.

223. Plaintiff Benefield and the Missouri MPA Class members acted a reasonable consumers would in light of all the circumstances. The methods, acts, and practices by FCA would and did cause reasonable persons to enter into the transactions that resulted in damages.

224. FCA's acts and practices relating to destination charges, as alleged in this complaint, constitute unfair business practices, in violation of the MMPA. FCA's practice of employing price packing and charging phantom freight is unethical, unscrupulous, and substantially injurious to new-vehicle purchasers or lessees, and thus constitutes an unfair practice under the MMPA. FCA's practice is also unfair because it is contrary to legislatively declared and public policies that seek to protect consumers from misleading statements, as reflected by the Automobile Information Disclosure Act.

225. FCA's acts and practices also constitute fraudulent practices in that, as Congress recognized in the 1950s, the use of price packing and phantom freight charges is likely to deceive and harm reasonable consumers. The practice is designed to prey on the heuristics of reasonable consumers and to mislead them into underestimating the full cost of Class Vehicles, boosting both overall demand for vehicles and consumers' willingness to pay the prices charged. FCA

misrepresents its phantom freight charges as "destination charges" and fails to disclose that the surcharges are not reflective of the actual cost of delivery and instead include additional amounts that FCA adds in to generate additional and hidden profit. The phantom freight charges are material to reasonable consumers.

226. As a direct and proximate result of FCA's business practices, Plaintiff and the MMPA Class members suffered an ascertainable loss of money or property, because they purchased or leased more Class Vehicles than they otherwise would have and paid prices they would not otherwise have paid.

227. Plaintiff and the Missouri MPA Class members also seek attorneys' fees, and any other just and proper relief available under Mo. Rev. Stat. § 407.025(1).

COUNT VIII
VIOLATIONS OF THE NEW YORK GENERAL BUSINESS LAW
N.Y. Gen. Bus. Law §§ 349-350
(Plaintiff Bucalo on behalf of the New York Class)

228. Plaintiff Bucalo incorporates by reference all preceding allegations as though fully set forth herein.

229. Plaintiff Bucalo brings this Count on behalf himself and on behalf of the New York Class.

230. The New York General Business Law ("New York GBL") § 349(a) prohibits deceptive acts or practices in the conduct of any business, trade, or commence or in the furnishing of any service in the state of New York.

231. New York GBL § 350 prohibits false and deceptive advertising in the conduct of any business, trade, or commerce or in the furnishing of any service in the state of New York. New York GBL § 350-a defines false advertising as "advertising, including labeling, of a commodity . . . if such advertising is misleading in a material respect."

232. Plaintiff and the New York Class members are persons under New York GBL § 349(h) and § 350(e)(3).

233. In the conduct of its business, trade, and commerce, and in furnishing services in New York, FCA's actions were directed at consumers and were consumer-oriented.

234. FCA's acts and practices relating to destination charges, as alleged in this complaint, constitute false and deceptive practices, in violation of the New York GBL. As Congress recognized in the 1950s, the use of price packing and phantom freight charges is likely to deceive and harm reasonable consumers. The practice is designed to prey on the heuristics of reasonable consumers and to mislead them into underestimating the full cost of Class Vehicles, boosting both overall demand for vehicles and consumers' willingness to pay the prices charged. FCA misrepresents its phantom freight charges as "destination charges" and fails to disclose that the surcharges are not reflective of the actual cost of delivery and

instead include additional amounts that FCA adds in to generate additional and hidden profit. The phantom freight charges are material to reasonable consumers.

235. As a direct and proximate result of FCA's business practices, Plaintiff and New York Class members suffered actual injury, because they purchased or leased more Class Vehicles than they otherwise would have and paid prices they would not otherwise have paid.

236. FCA engaged in these practices to the detriment of Plaintiff and New York Class members, and in willful disregard of their rights.

237. FCA's deceptive acts and practices regarding charging phantom freight in connection with Class Vehicle sales were objectively unreasonable and likely to mislead reasonable consumers acting reasonably under the circumstances.

238. FCA's deceptive and unfair acts and practices present a continuing risk to Plaintiff and Class members as well as to the general public. FCA's deceptive and unfair acts and practices alleged herein affect the public interest and consumers at large.

239. Plaintiff and New York Class members seek relief under the New York GBL §§ 349(h) and 350(e)(3) including, but not limited to, actual damages, treble damages, statutory damages, injunctive relief, and attorney's fees and costs. Plaintiff lacks an adequate remedy at law for the risk of future harm.

COUNT IX
VIOLATIONS OF THE NORTH CAROLINA UNFAIR AND DECEPTIVE TRADE PRACTICES ACT
N.C. Gen. Stat. § 75-1.1, *et seq.*
(Plaintiff Vance on behalf of the North Carolina Class)

240. Plaintiff Vance incorporates by reference all preceding allegations as though fully set forth herein.

241. Plaintiff Vance brings this Count on behalf of himself and on behalf of the North Carolina Class.

242. North Carolina's Unfair and Deceptive Trade Practices Act ("NCUDTPA") prohibits "[u]nfair or deceptive acts or practices in or affecting commerce." N.C. Gen. Stat. § 75-1.1.

243. At all relevant times, Plaintiff and North Carolina Class members were "persons" within the meaning of the NCUDTPA. N.C. Gen. Stat. § 75-16.

244. FCA's conduct, as set forth herein, occurred in or affected "commerce" within the meaning of the NCUDTPA. N.C. Gen. Stat. § 75-1.1.

245. FCA's acts and practices relating to destination charges, as alleged in this complaint, constitute unfair or deceptive acts or practices affecting commerce. FCA's practice of employing price-packing and charging phantom freight is unethical, unscrupulous, and substantially injurious to new-vehicle purchasers/consumers and thus constitutes an unfair or deceptive act or practice under the NCUDTPA. FCA's practice is also unfair or deceptive because it is

contrary to legislatively declared and public policies that seek to protect consumers from misleading statements, as reflected by the Automobile Information Disclosure Act.

246. FCA's acts and practices relating to destination charges, as alleged in this complaint, also constitute unfair or deceptive acts or practices affecting commerce in that, as Congress recognized in the 1950s, the use of price-packing and phantom-freight charges is likely to deceive and harm reasonable consumers. The practice is designed to prey on the heuristics of reasonable consumers and to mislead them into underestimating the full cost of Class Vehicles, boosting both overall demand for vehicles and consumers' willingness to pay the prices charged. FCA misrepresents its phantom-freight charges as "destination charges" and fails to disclose that the surcharges do not reflect the actual cost of delivery and instead include additional amounts that FCA adds in to generate additional and hidden profit. The phantom-freight charges are material to reasonable consumers.

247. As a direct and proximate result of FCA's business practices, Plaintiff Vance and the North Carolina Class members suffered a loss because they purchased more Class Vehicles than they otherwise would have and paid prices they would not otherwise have paid.

248. Pursuant to N.C. Gen. Stat. § 75-16, Plaintiff Vance and the North Carolina Class seek treble money damages, together with all other appropriate damages, attorneys' fees, and costs of suit.

COUNT X
VIOLATIONS OF THE OHIO CONSUMER SALES PRACTICES ACT OHIO REV. CODE ANN. § 1345.01, *et seq*.
(Plaintiff Collingwood on behalf of the Ohio CSPA Class)

249. Plaintiff Collingwood incorporates by reference all preceding allegations as though fully set forth herein.

250. Plaintiff Collingwood brings this Count on behalf of the Ohio CSPA Class.

251. Plaintiff Collingwood and the Ohio CSPA Class members are "consumers" as defined by the Ohio Consumer Sales Practices Act, Ohio Rev. Code Ann. § 1345.01 ("Ohio CSPA"), FCA is a "supplier" as defined by the Ohio CSPA, and Plaintiff's and class members' purchases or leases of Class Vehicles were "consumer transactions" within the meaning of the Ohio CSPA.

252. The Ohio CSPA provides that "no supplier shall commit an unfair or deceptive act or practice in connection with a consumer transaction." Oh. Rev. Code § 1345.02.

253. FCA's practice of employing price packing and charging phantom freight violates the Ohio CSPA's prohibition on unfair acts and practices because:

(1) it causes substantial injury to consumers, without offsetting benefits, and which consumers cannot reasonably avoid; (2) it is marked by injustice and partiality; (3) it is not equitable in business dealings; and (4) it is contrary to legislatively declared and public policies that seek to protect consumers from misleading statements, as reflected by the Automobile Information Disclosure Act.

254. FCA's acts and practices also constitute unlawfully deceptive practices in that, as Congress recognized in the 1950s, the use of price packing and phantom freight charges is likely to deceive and harm reasonable consumers. The practice is designed to prey on the heuristics of reasonable consumers and to mislead them into underestimating the full cost of Class Vehicles, boosting both overall demand for vehicles and consumers' willingness to pay the prices charged. FCA misrepresents its phantom freight charges as "destination charges" and fails to disclose that the surcharges are not reflective of the actual cost of delivery and instead include additional amounts that FCA adds in to generate additional and hidden profit. The phantom freight charges are material to reasonable consumers.

255. Due to FCA's specific and superior knowledge regarding the true "destination charges" incurred in the delivery of the Class Vehicles, its false representations regarding the "destination charges" paid by Ohio CSPA Class members for Class Vehicles, and reliance by Ohio CPSA Class members on these

material representations, FCA had a duty to disclose to Ohio CSPA Class members the actual "destination charges" incurred in the delivery of the Class Vehicles.

256. As a direct and proximate result of FCA's business practices, Plaintiff and Ohio CSPA Class members suffered injury, because they purchased or leased more Class Vehicles than they otherwise would have, and paid prices they would not otherwise have paid.

257. The Ohio Attorney General made available for public inspection prior state court decisions which have held that the practices of FCA as detailed above, violate Ohio's Consumer Sales Practices Act. These cases include, but are not limited to, the following:

a. *Richardson v. Car Lot Co.*, 462 N.E.2d 459 (1983)

b. *Charlie's Dodge, Inc. v. Celebrezze*, 596 N.E.2d 486 (6th Dist. 1991)

c. *Motzer Dodge Jeep Eagle v. Ohio Attorney Gen.*, 642 N.E.2d 20 (12th Dist. 1994)

d. *Burns v. Spitzer Mgmt.*, 941 N.E.2d 1256 (8th Dist. 2010)

258. Pursuant to Ohio Rev. Code Ann. § 1345.09, Plaintiffs seek actual damages, plus an amount not exceeding $5,000 in noneconomic damages, an order enjoining FCA's deceptive and unfair conduct, court costs and attorneys' fees as a result of Defendant's violations of the Ohio CSPA.

COUNT XI
VIOLATIONS OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW
73 P.S. § 201-1, *et seq.*
(Plaintiff Dutkowski on behalf of the Pennsylvania CPL Class)

259. Plaintiff Dutkowski incorporates by reference all preceding allegations as though fully set forth herein.

260. Plaintiff Dutkowski brings this Count on behalf himself and the Pennsylvania CPL Class.

261. Plaintiff Dutkowski and the Pennsylvania CPL Class members purchased or leased their Class Vehicles primarily for personal, family or household purposes within the meaning of 73 P.S. § 201-9.2.

262. FCA's acts alleged herein were perpetrated in the course of trade or commerce within the meaning of 73 P.S. § 201-2(3).

263. The Pennsylvania Unfair Trade Practices and Consumer Protection Law ("Pennsylvania CPL") prohibits fraudulent and deceptive acts and practices, including "[e]ngaging in … fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding." 73 P.S. § 201-2(4).

264. FCA's acts and practices constitute fraudulent or deceptive practices in that, as Congress recognized in the 1950s, the use of price packing and phantom freight charges is likely to deceive and harm reasonable consumers. The practice is designed to prey on the heuristics of reasonable consumers and to mislead them

into underestimating the full cost of Class Vehicles, boosting both overall demand for vehicles and consumers' willingness to pay the prices charged. FCA misrepresents its phantom freight charges as "destination charges" and fails to disclose that the surcharges are not reflective of the actual cost of delivery and instead include additional amounts that FCA adds in to generate additional and hidden profit. The phantom freight charges are material to reasonable consumers.

265. FCA knowingly engaged in these unfair and deceptive acts and practices with intent that Plaintiffs and Class members rely upon their misleading statements in connection with the sale of the Class Vehicles

266. Due to FCA's specific and superior knowledge regarding the true "destination charges" incurred in the delivery of the Class Vehicles, its false representations regarding the "destination charges" paid by Pennsylvania CPL Class members for Class Vehicles, and reliance by Pennsylvania CPL Class members on these material representations, FCA had a duty to disclose to Pennsylvania CPL Class members the actual "destination charges" incurred in the delivery of the Class Vehicles.

267. Plaintiff and Pennsylvania CPL Class members reasonably relied on FCA's misrepresentations regarding "destination charges" paid in connection with the purchase or lease of the Class Vehicles.

268. As a direct and proximate result of FCA's business practices, Plaintiff and Pennsylvania Class members suffered an ascertainable loss of money or property, because they purchased or leased more Class Vehicles than they otherwise would have, and paid prices they would not otherwise have paid.

269. Pursuant to 73 P.S. § 201-9.2(a), FCA is liable to Plaintiff and the Pennsylvania CPL Class members for treble their actual damages or $100, whichever is greater, and attorneys' fees and costs.

COUNT XII
VIOLATIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT CONSUMER PROTECTION ACT
TEXAS BUS. & COM. CODE § 17.41, *et seq*.
(Plaintiff Rowles on behalf of the Texas Class)

270. Plaintiff Rowles incorporates by reference all preceding allegations as though fully set forth herein.

271. Plaintiff Rowles brings this Count on behalf himself and the Texas Class.

272. Plaintiff Rowles and the Texas Class members 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).

273. Defendants are "person[s]" within the meaning of Tex. Bus. & Com. Code § 17.45(3).

274. Defendants are engaged in "trade" or "commerce" or "consumer transactions" within the meaning Tex. Bus. & Com. Code § 17.46(a).

275. The Texas Deceptive Trade Practices – Consumer Protection Act ("Texas DTPA") prohibits an "unconscionable action or course of action by any person." Tex. Bus. & Com. Code § 17.50(a)(2) & (3), Tex. Bus. & Com. Code § 17.4. The Act defines "unconscionable" acts as "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). Under the Act, "false, misleading, or deceptive acts or practices" include, but are not limited to, "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed." Tex. Bus. & Com. Code § 17.46(24).

276. FCA's acts and practices relating to destination charges, as alleged in this complaint, constitute an unconscionable act. FCA's practice of employing price packing and charging phantom freight is to consumers' detriment and takes advantage of the lack of knowledge, ability, experience, or capacity of consumers

to a grossly unfair degree. The practice is also contrary to legislatively declared and public policies that seek to protect consumers from misleading statements, as reflected by the Automobile Information Disclosure Act.

277. FCA's acts and practices also constitute misleading and deceptive practices in that, as Congress recognized in the 1950s, the use of price packing and phantom freight charges is likely to deceive and harm reasonable consumers. The practice is designed to prey on the heuristics of reasonable consumers and to mislead them into underestimating the full cost of Class Vehicles, boosting both overall demand for vehicles and consumers' willingness to pay the prices charged. FCA misrepresents its phantom freight charges as "destination charges" and fails to disclose that the surcharges are not reflective of the actual cost of delivery and instead include additional amounts that FCA adds in to generate additional and hidden profit. The phantom freight charges are material to reasonable consumers.

278. Due to FCA's specific and superior knowledge regarding the true "destination charges" incurred in the delivery of the Class Vehicles, its false representations regarding the "destination charges" paid by Texas Class members for Class Vehicles, and reliance by Texas Class members on these material representations, FCA had a duty to disclose to Texas Class members the actual "destination charges" incurred in the delivery of the Class Vehicles.

279. As a direct and proximate result, and as a producing cause, of FCA's business practices, Plaintiff and Texas Class members suffered economic damages, because they purchased or leased more Class Vehicles than they otherwise would have, and paid prices they would not otherwise have paid.

280. Before filing this complaint, Plaintiffs served written notice on Defendants of their specific complaints as required by Tex. Bus. & Com. Code § 17.505(a). A copy of the letter was also sent to the Texas Attorney General.

281. Pursuant to Tex. Bus. & Com. Code § 17.50, Plaintiff and the Texas Class members seek an order enjoining FCA unfair and/or deceptive acts or practices, damages, multiple damages for knowing and intentional violation. Pursuant to § 17.50(b)(1), Plaintiff and the Class members seek attorneys' fees, costs, and any other just and proper relief available under the Texas DTPA.

COUNT XIII
UNJUST ENRICHMENT
(Plaintiff Upshaw on behalf of the proposed Florida Class
Plaintiffs Cole and Upshaw on behalf of the proposed Georgia Class
Plaintiffs Perry and Wendy Beeney on behalf of the proposed Illinois Class
Plaintiff Benefield on behalf of the proposed Iowa and Missouri Classes
Plaintiffs Childs and Cook on behalf of the proposed Michigan Class
Plaintiff Bucalo on behalf of the proposed New York Class
Plaintiff Vance on behalf of the proposed North Carolina Class
Plaintiffs Collingwood on behalf of the proposed Ohio Class
Plaintiff Dutkowski on behalf of the proposed Pennsylvania Class
Plaintiff Rowles on behalf of the proposed Texas Class)

282. Plaintiffs incorporate by reference all preceding allegations as though fully Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

283. Plaintiffs bring this Count on behalf of their respective Classes under the law of the state(s) in which they purchased or leased their Class Vehicle(s), and do so in the alternative to any Counts brought for legal remedies and expressly allege that for purposes of this Count they lack adequate remedies at law.

284. Plaintiffs and Class members have no contract with FCA. Nevertheless, Plaintiffs and Class members conferred a benefit upon FCA by purchasing or leasing Class Vehicles. Although the Class Vehicles are sold by authorized dealers, the destination charge is a direct pass through and FCA directly profits from the sale of each Class Vehicle and the payment for each concomitant destination charge. Plaintiffs and members of the Classes paid FCA for destination charges in amounts that were hundreds of dollars higher than the actual cost of

transporting the Class Vehicles to dealerships for sale. Through this practice, moreover, FCA was able to artificially inflate demand for its vehicles, selling a greater volume of Class Vehicles than it otherwise would have.

285. FCA had knowledge that these improper benefits were conferred upon it.

286. FCA, having received these benefits, is required to provide remuneration under the circumstances. It is unjust for FCA to retain such monies obtained by the illegal conduct described above. Such money or property belongs in good conscience to Plaintiffs and Class members and can be traced to funds or property in FCA's possession. Plaintiffs' and Class members' detriment and FCA's enrichment are related to and flow from the conduct challenged in this complaint.

287. Plaintiffs and Class members are entitled to all available restitution and disgorgement of revenues, as it would be inequitable and unjust for FCA to retain such benefits, and other remedies and claims may not permit them to obtain such relief, leaving them without an adequate remedy at law.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of members of the Classes, respectfully request that the Court enter judgment against Defendants and in favor of Plaintiffs and the Classes, and award the following relief:

A. Certification of this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure, declaring Plaintiffs as the representatives of the Classes, and appointing Plaintiffs' counsel as counsel for the Classes;

B. An order awarding declaratory relief and temporarily and/or permanently enjoining FCA from continuing the unlawful, deceptive, and unfair business practices alleged in this complaint;

C. A declaration that FCA is financially responsible for providing notice to the Classes and for administering relief to the Classes;

D. An order requiring FCA to pay all available monetary relief to the Classes, including in the form of damages, statutory damages, and treble damages, and to repay Class members in the amount of all destination charges it received for Class Vehicles exceeding the cost of delivering those vehicles to dealerships for sale;

E. An order requiring FCA to pay restitution to the Classes and to be disgorged of its ill-gotten gains;

F. An order requiring FCA to pay both pre- and post-judgment interest on any amounts awarded;

G. An award of costs, expenses, and attorneys' fees as permitted by law; and

H. Such other or further relief as the Court may deem appropriate, just, and equitable.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial for all claims so triable.

Dated: October 21, 2022

Respectfully submitted,

/s/ Ian Connor Bifferato
Ian Connor Bifferato (DE Bar No. 3273)
THE BIFFERATO FIRM
1007 N Orange Street, 4th Floor
Wilmington, DE 19801
Telephone: (302) 429-0907
cbifferato@tbf.legal

William H. Anderson (*pro hac vice*)
HANDLEY FARAH & ANDERSON PLLC
5353 Manhattan Circle
Suite 204
Boulder, CO 80303
Telephone: (303) 800-9109
wanderson@hfajustice.com

Rebecca P. Chang (*pro hac vice*)
HANDLEY FARAH & ANDERSON PLLC
33 Irving Street
New York, NY 10003
Telephone: (347) 480-1030
Facsimile: (844) 300-1952
rchang@hfajustice.com

Rosemary M. Rivas (*pro hac vice*)
David Stein (*pro hac vice*)
Kyla J. Gibboney (*pro hac vice*)
GIBBS LAW GROUP LLP
1111 Broadway, Suite 2100
Oakland, CA 94607
Telephone: (510) 350-9700
Facsimile: (510) 350-9701
rmr@classlawgroup.com
ds@classlawgroup.com
kjg@classlawgroup.com

Jon M. Herskowitz
BARON & HERSKOWITZ
9100 S. Dadeland Blvd.
Suite 1704
Miami, FL 33156
Telephone: (305) 670-0101
Facsimile: (305) 670-2393
jon@bhfloridalaw.com

Attorneys for Plaintiffs and the Proposed Classes