IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

CHARLENE NORBERG and TIM CRAIG, individually and on behalf of all others similarly situated, *Plaintiffs*, v. FCA U.S. LLC., *Defendant*.	Case No.: **COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiffs Charlene Norberg and Tim Craig, individually and on behalf of all others similarly situated, bring this Complaint against FCA U.S. LLC ("Defendant" or "FCA"). Plaintiffs allege the following based on: (a) personal knowledge, (b) the investigation of counsel, and (c) information and belief.

INTRODUCTION

1. This consumer class action arises from a latent defect found in model year ("MY") 2025 RAM 1500 vehicles equipped with 3.0L Hurricane engines (the "Class Vehicles")[1] that were imported and distributed across the United States.

2. This action arises from Defendant's failure, despite their knowledge that the Class Vehicles contain a defectively designed, calibrated, and/or

[1] Plaintiffs reserve the right to amend the definition of Class Vehicles to include other models and model years as the case progresses.

manufactured Engine Control Module ("ECM") and/or Powertrain Control Module ("PCM") that causes persistent diagnostic trouble codes, check engine illumination, drivability issues, loss of engine power, loss of power brakes, and repeated repair attempts that fail to permanently resolve the issue (the "Defect"). When the Defect manifests, it can cause the engines in Class Vehicles to stall, hesitate, misfire, and/or lose power, including when the Class Vehicles are being operated. Owners and lessees of the Class Vehicles have complained that they have entirely lost power and control when driving on the highway.

3. The sudden stalling causes the Class Vehicles to unexpectedly hesitate, stop, stall, and/or misfire, posing a danger to the drivers and occupants of the Class Vehicles, and others who share the road with them, as other vehicles can collide with the Class Vehicles after they unexpectedly stop.

4. Not only did Defendant actively conceal the fact that the Class Vehicles were prone to the Defect, but it also did not reveal that this Defect would diminish the intrinsic and resale value of the Class Vehicles.

5. Although Defendant has long been aware of the Defect, Defendant has been unable or unwilling to adequately repair the Class Vehicles when the Defect manifests.

6. Owners and lessees of the Class Vehicles have communicated with Defendant to request that they remedy and/or address the Defect at Defendant's

expense. Some consumers have reportedly brought their Class Vehicles in for service as many as eight times for attempted repairs of the Defect but have yet to receive an adequate repair.

7. As a result of Defendant's unfair, deceptive, and/or fraudulent business practices, owners and/or lessees of the Class Vehicles, including Plaintiffs, have suffered an ascertainable loss of money and/or property and/or loss in value.

8. Despite notice and knowledge of the Defect from the numerous complaints they have received, information received from dealers, National Highway Traffic Safety Administration ("NHTSA") complaints and reports, and their own internal records, including pre-sale durability testing, Defendant has not recalled and/or offered an adequate repair to the Class Vehicles, offered their customers suitable repairs or replacements free of charge, or offered to reimburse their customers who have incurred out-of-pocket expenses to repair the Defect.

9. Had Plaintiffs and other Class Members known of the Defect at the time of purchase or lease, they would not have bought or leased the Class Vehicles or would have paid substantially less for them.

10. As a result of the Defect and the monetary costs associated with attempting to repair the Defect, Plaintiffs and the Class Members have suffered injury in fact, incurred damages, and have otherwise been harmed by Defendant's conduct.

11. This case seeks protection and relief for owners and lessees of the Class Vehicles for the harm they have suffered, and the safety risks they face, from Defendant's breaches of express and implied warranties and Defendant's unfair, unlawful, and deceptive trade practices.

JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.FC. §1332 of the Class Action Fairness Act of 2005 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) there is minimal diversity because at least one Plaintiff and one defendant are citizens of different states. This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

13. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391, because Defendant transacts business in this district and is subject to personal jurisdiction in this District, and therefore is deemed to be a citizen of this District. Additionally, Defendant FCA U.S. LLC's principal place of business is located in Auburn Hills, Michigan. A substantial part of the events or omissions giving rise to the claims occurred in this district. Defendant has advertised in this District, and Defendant has received substantial revenue and profits from their sales and/or leasing of Class Vehicles in this District.

14. This Court has personal jurisdiction over Defendant because it has conducted substantial business in this District, and intentionally and purposefully placed Class Vehicles into the stream of commerce within the state of Michigan and throughout the United States.

THE PARTIES

Plaintiff Charlene Norberg

15. Plaintiff Charlene Norberg is a citizen and resident of Wisconsin.

16. On or around August 28, 2024, Plaintiff Norberg purchased a new 2025 RAM 1500 from Portage Chrysler Dodge Jeep RAM, an authorized dealership located in Portage, Wisconsin. The VIN of Plaintiff's Class Vehicle is 1C6SRFJPXSN529627.

17. Prior to purchase, Plaintiff Norberg discussed the features of the vehicle with an authorized sales representative at Portage Chrysler Dodge Jeep RAM, researched RAM vehicles online, specifically on RAM's website, test drove the vehicle and reviewed the vehicle's window sticker. None of these sources disclosed the Defect to Plaintiff Norberg.

18. Plaintiff's Class Vehicle has stalled multiple times without any prior notice or warnings. On or about December 20, 2024, and again on or about April 28, 2025, Plaintiff's Class Vehicle stalled while in remote start, with her dashboard displaying a message stating "shift to park start," requiring her to completely shut

off and restart her vehicle before continuing to drive it. Plaintiff's Class Vehicle was taken back to Portage Chrysler Dodge Jeep RAM where they could not find anything wrong with the vehicle and no repairs were made. This subsequently occurred again on or about April 28, 2025, while in remote start.

19. On or about April 24, 2026, Plaintiff's Class Vehicle was taken back to Portage Chrysler Dodge Jeep RAM for a battery drain issue but they could not find anything wrong with the vehicle and no repairs were made.

20. However, again on or about May 13, 2026, Plaintiff's Class Vehicle was taken back again to Portage Chrysler Dodge Jeep RAM for another battery drain issue and the drivetrain control module was replaced.

21. On or about July 30, 2026, while Plaintiff Norberg was operating her vehicle on a highway in Necedah Wisconsin, the battery light illuminated on her Class Vehicle. A message indicated that the engine was overheating followed by another that the engine was very hot. Plaintiff's Class Vehicle suddenly and unexpectedly went into limp mode, and the air conditioning stopped working. Plaintiff immediately pulled over and shut off the Vehicle. Her Class Vehicle made a loud whirring noise and was very hot. It was towed back to Portage Chrysler Dodge Jeep RAM for further evaluation.

22. Plaintiff Norberg has suffered an ascertainable loss as a result of Defendant's omissions and/or misrepresentations associated with the Defect,

including, but not limited to, overpayment for the vehicle, diminished value of her vehicle, out-of-pocket costs, and other consequential damages.

23. Neither Defendant, nor any of its agents or other representatives informed Plaintiff Norberg of the existence of the Defect. Had Defendant disclosed the Defect to Plaintiff Norberg she would not have purchased her Class Vehicle or would have paid less for it.

Plaintiff Tim Craig

24. Plaintiff Tim Craig is a citizen and resident of Florida.

25. On or around May 17, 2025, Plaintiff Tim Craig purchased a new 2025 RAM 1500 Rebel from Firkins Chrysler Jeep Dodge Ram, an authorized dealership located in Bradenton, Florida. The VIN of Plaintiff's Class Vehicle is 1C6SRFLP0SN693661.

26. Prior to purchase, Plaintiff Tim Craig discussed the features of the vehicle with an authorized sales representative at Firkins Chrysler Jeep Dodge Ram, researched RAM vehicles online, specifically on RAM's website, test drove the vehicle and reviewed the vehicle's window sticker. None of these sources disclosed the Defect to Plaintiff Tim Craig.

27. On or around October 2025, with approximately 1,200 miles on the odometer, the dashboard lights illuminated in Plaintiff's Class Vehicle displaying a message that all of its safety features were no longer active.

28. Plaintiff's Class Vehicle was taken to SunCoast Chrysler Jeep Dodge Ram, an authorized dealership located in Seminole, Florida where it was detained for over a month for testing and digital brake bleeds. The entire brake booster was replaced after the service center could not identify the problem.

29. Plaintiff Tim Craig has suffered an ascertainable loss as a result of Defendant's omissions and/or misrepresentations associated with the Defect, including, but not limited to, overpayment for the vehicle, diminished value of his vehicle, out-of-pocket costs, and other consequential damages.

30. Neither Defendant, nor any of its agents or other representatives informed Plaintiff Tim Craig of the existence of the Defect. Had Defendant disclosed the Defect to Plaintiff Tim Craig, he would not have purchased his Class Vehicle or would have paid less for it.

Defendant

31. FCA is a Delaware Corporation with its principal place of business at 1000 Chrysler Drive, Auburn Hills, MI 48236.

32. FCA is a wholly owned subsidiary of Stellantis N.V., which is a Dutch corporation headquartered in Amsterdam, Netherlands.

33. FCA manufactures, distributes, markets, services, repairs, sells, and leases new, previously untitled Chrysler, Dodge, Jeep, and Ram brand motor vehicles, including Class Vehicles, which are distributed under Defendant's Ram

brand.

34. At all times material to this Complaint, Defendant has advertised, marketed, offered for sale, sold, offered for lease, leased, and distributed motor vehicles, including the Class Vehicles, to consumers in Michigan as well as throughout the United States.

35. Upon information and belief, the design, manufacture, distribution, service, repair, modification, installation, and decisions regarding the Class Vehicles were performed by Defendant.

36. Upon information and belief, Defendant develops the owners' manuals, warranty booklets, and information included in maintenance recommendations and/or schedules for the Class Vehicles.

37. Defendant engages in continuous and substantial business in Michigan as well as throughout the United States.

TOLLING OF STATUTES OF LIMITATIONS

38. Any applicable statute(s) of limitations has been tolled by Defendant's knowing and active concealment and denial of the facts alleged herein. Plaintiffs and members of the Class could not have reasonably discovered the true, latent nature of the Defect until shortly before this class action litigation was commenced.

39. Defendant was and remains under a continuing duty to disclose to Plaintiffs and members of the Class the true character, quality, and nature of the Class

Vehicles, that the Defect is a safety-related defect, and that it diminishes the resale value of the Class Vehicles. As a result of the active concealment by Defendant, any and all applicable statutes of limitations otherwise applicable to the allegations herein have been tolled.

FACTUAL ALLEGATIONS

A. The Nature of the Defect

40. The Class Vehicles are equipped with Stellantis's 3.0L Hurricane twin-turbocharged engine ("Hurricane Engine") and an integrated engine management system.

41. The Hurricane Engine relies heavily on integrated electronic control systems to manage air-fuel ratios, ignition timing, turbocharger boost pressure, and emissions compliance.

42. The Class Vehicles suffer from a uniform and systemic defect in the engine control and calibration system ("Defect"), including but not limited to the Engine Control Module ("ECM"), Powertrain Control Module ("PCM"), associated sensors, and related software programming and calibration strategies.

43. Upon information and belief, the Defect arises from improper calibration, programming, and/or integration within the ECM/PCM system and its interaction with engine sensors and turbocharger control components.

44. Improper calibration or sensor integration can result in erroneous fault

code generation, unstable combustion control, improper boost management, and unexpected transitions into reduced-power or shutdown modes.

45. The Defect causes the Class Vehicles to illuminate warning lights (including the check engine light), generate diagnostic trouble codes, misfire, hesitate, enter reduced power or "limp" modes, stall, shut down unexpectedly, and/or lose propulsion while in operation.

46. Owners of the Class Vehicles have experienced persistent check engine lights and recurring diagnostic trouble codes related to engine performance, combustion management, boost control, and sensor inputs.

47. Many owners report rough running, hesitation under acceleration, misfires, loss of power, and drivability instability.

48. In more severe cases, the vehicles unexpectedly stall, shut off, or enter limp mode while driving, sometimes at highway speeds, requiring towing and leaving drivers stranded.

49. The Defect manifests at low mileage, often within the first several thousand miles of ownership, and frequently results in repeated repair attempts that fail to permanently correct the condition.

50. Because the Defect is embedded within the engine control architecture and related software strategies, it is not remedied by ordinary repair attempts and instead requires fundamental correction of the underlying control logic and system

integration.

51. Dealerships commonly attempt to address these issues through software updates, module reprogramming, sensor replacements, or temporary recalibration. However, these measures frequently fail to resolve the underlying defect, resulting in repeated service visits.

52. The uniform nature of the complaints—including recurring warning lights, power loss events, repeated software updates, and inability to permanently repair the condition – demonstrates a systemic design or calibration defect rather than isolated mechanical failures.

B. Safety Implications

53. The Defect presents a serious safety hazard.

54. Vehicles that unexpectedly lose power, stall, or enter limp mode while in traffic expose drivers and passengers to an increased risk of collision, particularly at highway speeds or during acceleration.

55. A vehicle that unpredictably loses propulsion is not fit for its ordinary purpose of safe and reliable transportation.

56. Drivers have reported being stranded or requiring towing due to the Defect, underscoring the unreasonable safety risk posed by the Class Vehicles.

C. Defendant's Knowledge of the Defect

57. Defendant knew or should have known of the Defect through, inter alia:

a. Pre-production testing and validation data;

b. Warranty claims and field reports;

c. Dealership service records;

d. Diagnostic trouble code frequency analysis;

e. Customer complaints;

f. Internal quality tracking systems.

58. Despite this knowledge, Defendant failed to disclose the Defect to consumers at the time of sale and continues to market the vehicles as safe, reliable, and suitable for their intended use.

59. Defendant has an obligation to regularly monitor the NHTSA databases to identify potential defects in their vehicles, pursuant to the TREAD Act, Pub. L. No. 106-414, 114 Stat. 1800 (2000). The 2022 RAM 1500 trucks have been the subject of more than 100 NHTSA complaints from consumers detailing engine shut-offs while the vehicles were traveling at low speeds and other ECM/PCM-related issues. The complaints were so severe that the NHTSA has opened an investigation into Stellantis vehicles over engine shutdown issues in the 2022 vehicles.[2]

60. Upon information and belief, Class Vehicles utilize substantially

[2] Exhibit 1, https://www.cbtnews.com/nhtsa-opens-investigation-into-stellantis-vehicles-over-engine-shutdown-issues/#:~:text=The%20U.S.%20National%20Highway%20Traffic%20Safety%20Administration,to%20reports%20of%20engines%20shutting%20down%20unexpectedly..

similar software to the 2022 RAM 1500 vehicles.

61. Defendant touts its quality control and commitment to customer satisfaction in their "Dare Forward 2030" advertising materials:

> Our journey is fueled by a focus on innovation and engineering excellence that will put the latest technology into all our vehicles – from the most affordable to the high-performance and luxury – all offered through the extensive product portfolio of our incredible and unique house of brands. The customer is at the heart of everything we do. We aim to be No. 1 in customer satisfaction for our products and services in every market. We will pay exceptional attention to the full end-to-end experience, working to eliminate any friction throughout the value chain. We will lead the commercial vehicle market with the most efficient portfolio of products and services bringing exceptional solutions to our professional customers.[3]

62. Defendant further tout their quality control efforts:

> Ram outperformed every brand in the J.D. Power 2024 U.S. Initial Quality Study[SM] (IQS), remaining as the only truck-exclusive marque ever to do so.
>
> The result adds to an extraordinary string of top IQS finishes by Ram, which has ranked among the three leading brands in the industry four times in the last five years – a record that includes a first-place standing in 2021, the first such achievement by a truck-exclusive brand in the benchmark study's history.
>
> Capping this year's performance is the Ram 1500's win in the Full-size Light Duty Pickup segment, and a third-place finish among Heavy Duty Pickups for the Ram 2500/3500.
>
> This recognition is particularly uplifting because our customers are extremely demanding," says Ram-brand CEO Chris Feuell. "Satisfying them to the point where we rise above every other brand in the industry is testament to the boundless creativity of our designers and engineers, and the unwavering dedication of our assemblers and dealers."
>
> Such results mark greater significance because this year's study featured new

[3] Exhibit 2, https://www.media.stellantis.com/em-en/corporate-communications/press/dare-forward-2030-stellantis-blueprint-for-cutting-edge-freedom-of-mobility.

> metrics that better captured the voice of the customer.
>
> "Stellantis brands have enjoyed top IQS rankings for several years," noted Bill Kendell, Senior Vice President-North America Customer Experience at Stellantis. "But to achieve what Ram has achieved in this year's study, with its broader scope, is a clear demonstration that our team can and will deliver on the mission statement of our organization: Every Customer Counts, Every Journey Matters."
>
> Added Kendell: "For us, this new study marks a new beginning. We will use our past successes to build a better future for our customers."[4]

63. Additionally, Defendant has adopted ISO 26262, a global standard for functional safety in the automotive industry. The standard outlines the requirements for designing, developing, and testing automotive systems. Compliance with the standard is documented and subject to regular internal and external audits. By adhering to ISO 26262, Defendant is supposed to ensure that its vehicles, including the Class Vehicles, are designed and built with a systematic approach to safety. [5]

64. Stellantis moreover established a Product Safety Policy in 2024, intended to ensure that "[its] products and services comply with applicable regulatory requirements and meet safety expectations in the automotive market under normal or reasonably foreseeable conditions of use."[6]

65. The quick onset of engine failures following the sale and lease of the

[4] Exhibit 3, https://www.media.stellantis.com/em-en/ram/press/ram-1-industry-brand-j-d-power-initial-quality-study.
[5] Exhibit 4, https://www.stellantis.com/content/dam/stellantis-corporate/sustainability/esg-disclosures/Stellantis-Expanded-Sustainability-Statement-2024.pdf.
[6] *Id.*

Class Vehicles confirms the Defect was present and discoverable at the time of production.

D. Defendant Concealed the Defect from Consumers

66. Defendant describes the engines in their vehicles as "more powerful and more efficient" and their engines as the "[m]ost technologically advanced RAM 1500 ever."[7]

67. Defendant touts that: "Ram 1500 is part of Ram's significant contribution to Stellantis' Dare Forward 2030 strategic plan to lead the way the world moves by delivering innovative, clean, safe and affordable mobility solutions," and that the "[s]tate-of-the-art Hurricane engine family delivers big-engine power with more performance, improved fuel efficiency and reduced emissions."[8]

68. Defendant could have provided Class Vehicle owners and lessees with adequate and satisfactory notice of the Defect, including through their sales and marketing representations, their network of dealers, in owners' manuals, on their website, in Class Vehicle brochures, and on the window stickers. Instead of notifying the public and/or the Class of the Defect, Defendant actively concealed this material information and continued to sell and lease Class Vehicles.

[7] Exhibit 5, https://www.media.stellantis.com/em-en/ram/press/new-2025-ram-1500-with-more-powerful-more-fuel-efficient-hurricane-engine-family-unveiled.
[8] *Id.*

69. Despite Defendant's representations of powerful vehicle performance and safety, the Defect prevents the engines in the Class Vehicles from working as directed and poses a potential safety hazard for Class Members, who may experience unexpected stalling or stopping while operating their Class Vehicles.

70. Defendant failed to disclose to Plaintiffs and the Class the existence of the Defect. Defendant has also failed to develop an effective fix for the sudden failures the Defect causes.

71. As a consequence of Defendant's actions and inaction, Class Vehicle owners have been deprived of the benefit of their bargain, lost full use of their Class Vehicles, incurred lost time and out-of-pocket costs. The Class Vehicles have also suffered a diminution in value due to the Defect.

72. Had Plaintiffs and Class Members known about the Defect, they would not have purchased or leased their Class Vehicles or would have paid significantly less for them.

E. Complaints by Other Class Members

73. Plaintiffs' experiences are by no means isolated or outlying occurrences. Indeed, the internet is replete with complaints submitted to NHTSA, YouTube videos, and other websites where consumers have complained of the Defect in the Class Vehicles.

74. Moreover, consumers have complained of the Defect on popular

consumer forums. The following is just a small sampling of the many complaints by Class Vehicle owners. These publicly available complaints evidence Defendant's knowledge of the Defect, the negative experiences encountered by Class Members, and the financial burden this placed on them:[9]

a. On June 1, 2024, one consumer replied to a thread: "I recently purchased a 2025 RAM 1500 BIGHORN 3.0 I HURRICANE twin-turbo with 420HP. With less than 1,000 miles on it, I am incredibly frustrated to have encountered an issue with the check engine light for the second time. Despite using premium gas and driving conservatively, I have had to drop off my truck for service again.

The first time, they ran tests but found nothing. A week later, the light returned, and now my truck is back in service. The lack of online information only adds to my frustration, as I am left without any clear understanding of the cause. This is a brand-new vehicle, and such issues highlight a significant failure in the QA process. The company must address and resolve this problem promptly. This situation is unacceptable and cannot continue."[10]

b. The same consumer wrote on June 27, 2024: "I am writing to update you on the unresolved issue with my new truck. Today, 6/27/2024, the authorized RAM service center continues investigating the persistent check engine light that first appeared shortly after purchase. Despite the vehicle being under service since June 15, 2024, there has been no resolution.

Given the unusual nature of this situation, I have escalated the matter to Stellantis, requesting prioritization and immediate intervention. The lack of a functional vehicle and the inadequate response from the service center, including failure to return calls, is unacceptable.

[9] The following complaints are reproduced as they appear online. Any typographical errors and/or obscene language are attributable to the original author.

[10] Exhibit 6, https://5thgenrams.com/community/threads/2025-ram-1500-bighorn-3-0-i-hurricane-twin-turbo-so-420hp-check-engine-light.60378/.

I see that this is a common problem across the board, and it looks like a HUGE scandal will start soon when Stellantis starts firing its top engineers and exes for POOR CUSTOMER SERVICE and SUBSTANDARD products."[11]

c. Another customer replied on June 30, 2024: "Don't feel like the Lone Ranger. I've had my new truck for 3 weeks, and only drive it back and forth to work. It has less than 500 miles on it, and the light has come on 4 times now. The dealer has diagnosed it every time, it throws a plethora of codes (22 active and stored codes to date). The biggest re-occurring code is the cam timing sensor. They're trying to weasel out of fixing it, blaming the code(s) on the led tail light bulbs I installed, which is a load of crap. Any bulb issues will leave a code in the BCM, NOT the PCM . They supposedly completely wiped and re-installed the software on the PCM and did some kind of major update, didn't solve the problem. I have a co-worker that bought one, the check engine light came on before he even got it home."[12]

d. Yet another consumer wrote on July 1, 2024: "I leased a 2025 Ram 1500 Laramie with the 6 cyl twin turbo 420 hp. 6 days old the truck began running rough after starting it and engine light came on. I tool it on and the service lady said and I quote "Oh no, not another one!".

Service Mgr said 1,3 and 5 cylinders aren't firing, its a software issue. Engineers are working on it. He said we've known about this for about 2 weeks but never told me about it when I leased it. Yesterday it sputtered as I tried to merge into traffic! Service Mgr said there's nothing he can do until the solve the software issue."[13]

e. Another consumer wrote on Reddit last year: "8/2025 UPDATE: after 7 months of negotiating our lemon suit and we are officially settled and closed. I terminated my lease and returned the truck.
1/2025 UPDATE: truck was back in the shop for hesitation issue. Sat there for 3 weeks while specialists looked at it. They replicated

[11] Exhibit 7, https://5thgenrams.com/community/threads/2025-ram-1500-bighorn-3-0-i-hurricane-twin-turbo-so-420hp-check-engine-light.60378/page-3.
[12] Exhibit 8, https://5thgenrams.com/community/threads/2025-ram-1500-bighorn-3-0-i-hurricane-twin-turbo-so-420hp-check-engine-light.60378/page-4.
[13] Exhibit 9, https://5thgenrams.com/community/threads/2025-ram-1500-bighorn-3-0-i-hurricane-twin-turbo-so-420hp-check-engine-light.60378/page-5.

the issue once while driving it. Then they told me there's nothing wrong with it and that the trans is "learning until 10,000 miles". Absolute BS. I got it back and had it for less than 24 hours and now the engine is chirping again. This was fixed back in October and was a bad pulley. I am furious. Will be sending it back for a new belt and I guess I'll be waiting until 10,001 miles to knock on their door regarding the trans issues. I am also investing in a dash cam because this truck is absolutely going to get me into an accident. My tiktok is @half.finished.home if you want to follow this saga there. There's a whole playlist.

UPDATE: thought I would give you all an update. My truck has about 7000 miles on it and it has been in the shop now six times for over 40 days. The dealer cannot figure out why it has a hesitation, so I have hired an attorney to sue them. Stellantis offered me $4000 not to sue them, but would not take the vehicle back. I said no. My lawsuit is being filed tomorrow
Does anyone else have a 2025 1500 that is an absolute piece of shit? Since 500 miles the check engine light has been on. It's had its PCN replaced and 3 faulty fuel injectors. Just got it back from the shop, had it for 4 days and the light is back on. It has 4,000 miles on it. Lurches. Doesn't go when pressing the gas. Gets stuck in the wrong gear. Has almost gotten me into multiple wrecks because it doesn't respond. I f***ing hate this vehicle so much. I'm so tired of dealing with this shit"[14]

f. Another consumer wrote on Reddit: "Bought my first ever brand new truck. 2025 Laramie Hurricane I6. Super excited, proud of how far I've come in life to be able to do it. Picked it up Monday around 2pm and man was it great. Just overjoyed with feeling accomplished in life. End of the day came, locked it up and headed to bed. 9:30am Tuesday, I went to run some errands. My truck was as dead as dead could be. No clicks, no anything. Took an hour, but I finally got it to start and drove it straight to the dealer. Every warning light was on the dash. Every computer system was unavailable (4x4, power steering, ABS, etc). Called each day for an update, dealer has no

[14] Exhibit 10, https://www.reddit.com/r/ram_trucks/comments/1fb7glm/my_2025_ram_is_an_absolute_piece_of_shit_lemon/?utm_.

> luck finding the power draw yet. Today they updated me and said after spending the entire day on it, they're no closer to finding the problem than when I brought it in. I don't really know what my options are besides waiting for them to figure it out, but I suppose I wanted to give everyone a heads up, and see if maybe anyone else had similar problems."[15]

g. Multiple YouTube videos describe difficulties that consumers have had with Class Vehicles, including stalling and other problems related to the Defect.[16]

75. Defendant also knew of the Defect through complaints through an investigation into Stellantis vehicles over similar defects in 2022 RAM 1500 trucks and 2022 Jeep Wagoneers.[17]

76. NHTSA has received more than 100 complaints from consumers relating to this Defect, with complainants detailing incidents where their engine shut off, oftentimes while traveling at slow speeds. The complaints also mentioned that their "check engine" light came on repeatedly.[18] Below are just a few of the many consumer complaints:

NHTSA ID Number: 11666118
Incident Date: February 26, 2025
Complaint Date: June 10, 2025
Consumer Location: YORKTOWN, VA
Vehicle Identification Number: 1C6RRFGG7SN******
Summary of Complaint
Crash:NoFire:NoInjuries:0Deaths:0

[15] Exhibit 11, https://www.reddit.com/r/ram_trucks/comments/1fkvplo/2025_issues/?utm_.
[16] See, e.g., https://www.youtube.com/watch?v=fp0vrLPcaeo; https://www.youtube.com/watch?v=G2czpMu9JWg; https://www.youtube.com/watch?v=6zmu-gxUR9w.
[17] Exhibit 1
[18] *Id.*

The contact owns a 2025 Ram 1500. The contact stated while driving at an undisclosed speed, the engine warning light illuminated. The contact stated that the failure occurred six days after the vehicle was purchased. The vehicle was taken to the dealer where it was diagnosed with multi-engine misfire, DTC: P0300. The contact was informed that a software update was needed. The vehicle was repaired. In addition, the contact stated the software had been updated twice; however, the contact was informed that the software update was a temporary fix. The contact stated that the failure reoccurred. The contact stated that while driving at an undisclosed speed, the accelerator pedal was depressed; however, the vehicle failed to accelerate as intended. The dealer declined to update the software another time. Additionally, the dealer declined to buy back the vehicle. The manufacturer was made aware of the failure and a case was filed. The failure mileage was approximately 487.

NHTSA ID Number: 11679695
Incident Date: August 8, 2025
Complaint Date: August 10, 2025
Consumer Location: KATY, TX
Vehicle Identification Number: 1C6SRFJP4SN******
Summary of Complaint
WHILE DRIVING DOWN THE FREEWAY THE TRUCK WILL JUST SHUT OFF ALMOIST CAUSING A REAR end collision. this has happened 3 times and the truck will not start some times needing the battery to be disconnected in order for the truck to crank back up.

NHTSA ID Number: 11692267
Incident Date: October 9, 2025
Complaint Date: October 9, 2025
Consumer Location: REDFORD, MI
Vehicle Identification Number: 1C6RRFFG2SN******
Summary of Complaint
Bought 2025 Dodge Ram on 9/9/24. Since then I have had it into the shop 10+ times. There is a check engine light that comes on. Engine runs VERY rough and erratic. Had issues driving away from a stop light, chugging, lack of power. Making a left hand turn is taking my life in my hands! Each time at the dealership, they run the codes. P0300 is the primary. They just say its a known issue. Manufacture is working on it. IT HAS BEEN OVER A YEAR NOW!! They have never actually done anything to the vehicle other than run diagnostics and turn off the light. In fact the last time I picked up the vehicle 9/12/25, they didn't even turn off the light. Tech said, "whats the point?" I have elevated this with the

manufacture Case94136984. There reply was that its not dangerous and a fix is coming. Have you ever tried to make a left hand turn and the truck stops and starts chugging??? Even the dealership stated this IS a safety concern. Question of the day: This is a 2025 Dodge Ram. Are they STILL selling these vehicles with this known issue??? If they have fixed it in new sells, then FIX MINE! I have records of each time the light has come on, had it into the dealership, and been turned away because "there's nothing we can do, Dodge wont let us do more"

NHTSA ID Number: 11693731
Incident Date: October 12, 2025
Complaint Date: October 16, 2025
Consumer Location: PORT HUENEME, CA
Vehicle Identification Number: 1C6SRFJP1SN******
Summary of Complaint
On [XXX], while driving my 2025 Ram 1500 Laramie at approximately 60 mph on a dark rural road, the truck suddenly stalled without warning. The engine shut off, but all lights and electrical systems initially remained powered. I shifted into Neutral and attempted to restart while coasting, at which point the truck completely lost electrical power — headlights, dash, ignition button, and interior lighting all went dead. I initially thought I might have accidentally cycled the ignition button off, but repeated attempts to restart had no response. As I rolled to a stop, the vehicle automatically shifted itself into Park, causing a sudden and violent stop. Once stationary, the truck restarted normally as if nothing had happened. Prior to this event, there were multiple related issues: – On [XXX], the truck would crank but not start for about 30–40 minutes before finally starting normally. – On [XXX], a check engine light appeared during an hour drive to LAX. After parking and restarting, the light disappeared. – On September 29, 2025, I took the truck to Crown Dodge in Ventura County, CA, where a wireless OBD-II scan found no codes. I was advised to return if the problem persisted. – A few months prior, the truck stalled at low speed when pulling forward from a stop in a parking lot. The [XXX] incident was extremely dangerous, leaving me completely unpowered and invisible to oncoming traffic at night. These repeated, escalating failures suggest a serious intermittent electrical or control system defect that could result in a crash or injury. The dealer has not responded to my attempts to contact them on October 13, 2025. I was able to get ahold of their receptionist but get sent to voicemails when transferred. Some of the boxes were already full and others I left voicemails but no response back none the less. INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

NHTSA ID Number: 11704790

Incident Date: December 12, 2025
Complaint Date: December 12, 2025
Consumer Location: ROYSE CITY, TX
Vehicle Identification Number: 1C6SRFFP6SN******
Summary of Complaint
Vehicle shut off while driving several times. Light issues Powered down shifting This truck had done this several times and been returned to dealer. Dealer states take it somewhere else they doing what Stellantis told them

NHTSA ID Number: 11707577
Incident Date: April 29, 2025
Complaint Date: December 29, 2025
Consumer Location: HEIDELBERG, MS
Vehicle Identification Number: 1C6RREFP7SN******
Summary of Complaint
The contact owns a 2025 Ram 1500. The contact stated that upon accelerating from a complete stop, the engine revved up, but the vehicle failed to exceed 5 MPH. There was no warning light illuminated. The contact stated that the failure had occurred while in traffic on four occasions. The vehicle was taken to the dealer on several occasions, but the failure could not be duplicated. The vehicle was not diagnosed or repaired. The manufacturer was not notified of the failure. The failure mileage was approximately 2,000.

NHTSA ID Number: 11709486
Incident Date: November 25, 2025
Complaint Date: January 7, 2026
Consumer Location: SOUTHFIELD, MI
Vehicle Identification Number: 1C6SRFJP7SN******
Summary of Complaint
While operating the vehicle, the engine shut off unexpectedly and without warning while the vehicle was in traffic. In one incident, the vehicle was stopped at a traffic light and, when the accelerator was pressed after the light turned green, the engine cut off and the transmission automatically shifted into PARK. The vehicle became disabled in active traffic with other vehicles behind it. A similar incident occurred previously in a parking lot. The vehicle began sputtering and then shut off when shifted into reverse, again forcing the transmission into PARK. These events occurred after the vehicle had recently been returned from an authorized dealership where it was reported that all issues were repaired. The malfunction appears to involve the engine, electrical system, and powertrain, specifically a loss of engine power combined with an unintended automatic shift into PARK. The vehicle is

available for inspection upon request and is currently back at an authorized dealership for service. These failures placed my safety and the safety of others at risk by leaving the vehicle suddenly disabled in traffic, blocking lanes, and creating a risk of rear-end collision. One incident occurred during morning rush hour with surrounding vehicles, increasing the risk to other motorists. The problem has occurred multiple times and has been reported to and inspected by authorized dealerships on several occasions. Diagnostic testing, software/system updates, electrical inspections, and component replacements have been performed. Despite these inspections and repair attempts, the problem continues and has not been resolved. Prior to and during the failures, warning messages and alerts appeared on the dashboard, including repeated ParkSense warnings and other system alerts. In some instances, additional warning messages appeared at the time of the shutdown. These warnings have occurred intermittently since earlier service visits. The vehicle has been inspected by authorized dealers

NHTSA ID Number: 11712524
Incident Date: January 21, 2026
Complaint Date: January 21, 2026
Consumer Location: LUMBERTON, NC
Vehicle Identification Number: 1C6SRFKP9SN******
Summary of Complaint
For the sixth time, the vehicle has stopped in mid traffic. A couple of close incidents of almost getting hit in two lane traffic, at stop lights surrounded by traffic, on interstate. The incident today came after a supposed, "final fix" for the blind spot warning. It is not a warning, the vehicle completely hard brakes to a complete stop and shut down of all systems. We have to quickly respond, turn the button on quickly and hope it starts. I am now terrified to drive the vehicle. The original dealer told me to take to local dealer, they acted like I was crazy trying to describe these incidents, initially, but then 2 weeks ago, they had a service recall that stated exactly what I had experienced. It does not work. I am terrified to drive it and invested over 90,000 in a quality, American built truck to be dismissed, then believed and survived. I can't keep it, please help.

NHTSA ID Number: 11716539
Incident Date: February 8, 2026
Complaint Date: February 8, 2026
Consumer Location: CAPE CORAL, FL
Vehicle Identification Number: 1C6SRFJP5SN******
Summary of Complaint
I was driving at around 40mph, my vehicle turned off with all the lights in the

dashboard being turned on. I had no power steering or breaks in my vehicle. With no ability to break my moving car I pulled into a parking lot almost crashing with another vehicle. I couldn't turn out my car in parking and the lights in the dashboard stayed on.

NHTSA ID Number: 11717085
Incident Date: September 29, 2025
Complaint Date: February 10, 2026
Consumer Location: SPRING, TX
Vehicle Identification Number: 1C6SRFJP9SN******
Summary of Complaint
The contact owns a 2025 Ram 1500. The contact stated that while driving at a slow speed, the instrument panel went dark. The contact entered the parking lot of a grocery store, and the instrument panel was still dark. The vehicle was turned off and restarted after several minutes, but the instrument panel was still dark. The gear shift lever was shifted to drive(D), and the vehicle failed to move or function as intended. The gear shift lever was shifted to reverse(R), and the vehicle failed to function as intended. After several attempts, the vehicle was able to drive forward; however, the instrument panel was still dark. The vehicle was taken to the dealer but was not diagnosed. The vehicle was restarted to drive back to the residence, and the instrument panel illuminated as intended, and the gear lever operated as intended. On a separate occasion, the message "Warning Light Illumination Unavailable -Service Required" was displayed on the instrument panel. The vehicle was taken back to the dealer, where it was diagnosed that the instrument cluster had an intermittent internal fault and needed to be replaced. The instrument panel was replaced. The contact stated that on a separate occasion, the infotainment system failed to function as intended and displayed a blue screen. The vehicle was taken to the dealer. The infotainment screen was replaced. The contact stated that the system glitched. Most recently, while driving at 40-50 MPH, the transmission unexpectedly downshifted to first gear. The contact stated that the transmission was in manual mode and the engine made a revving sound. No warning lights were illuminated. The vehicle was pulled over to the side of the road and turned off. After a short while, the vehicle was restarted and functioned as intended. The vehicle was taken to the dealer; however, no cause for the failure was found. Most recently, the subwoofer failed to function as intended. The vehicle was taken back to the dealer, and the subwoofer was replaced. The contact stated that the failure with the infotainment screen and the subwoofer persisted. The contact stated that the battery had been replaced twice, and there was an abnormal sound coming from the brakes. The manufacturer was notified of the failure. The failure mileage was 4,768.

NHTSA ID Number: 11717918
Incident Date: February 13, 2026
Complaint Date: February 13, 2026
Consumer Location: ENGLEWOOD, FL
Vehicle Identification Number: 1C6SRFJP7SN******
Summary of Complaint
I stopped for red light and waited for about 2 minutes for light to turn green. I took my foot off the brake pedal and put it on the gas pedal. Truck refused to go forward. Message in IP flashed ad stated to go into to park then back to drive. I failed on first attempt and had to do the procedure again to get truck to move forward. I think this is equivalent to stalling out at a stop. This has happened to me about 4 times total, 2 times today. No warning lights stay ,like a check engine light. Luckily haven't been rear ended yet. unable to take picture since i have to get truck going in traffic. If my wife was driving she might panic and be stalled out in traffic.

NHTSA ID Number: 11720428
Incident Date: November 24, 2025
Complaint Date: February 25, 2026
Consumer Location: GLENWOOD, MD
Vehicle Identification Number: 1C6SRFJP5SN******
Summary of Complaint
There have been systemic cylinder misfires (each cylinder), anomalous electrical architecture behavior, and transmission calibration irregularities. The check engine light indicated multiple cylinder misfires, which I understand from the dealer is a common issue with the 2025 model. As the driver, there are a few major issues: Chassis Vibration-pronounced shaking or shuddering transmitted through the steering wheel and seat, particularly during the first engine start of the day or idling. Idle Instability-An erratic or surging idle, where the tachometer needle fluctuates noticeably without any throttle input. Throttle Hesitation-A distinct stumble, lethargy, or loss of power when attempting to accelerate from a stop or while merging. It also requires more energy to accelerate, and stops faster. This problem has been addressed at three (3) CDJR dealerships now, and is still ongoing. The car only has 26k miles on it.

NHTSA ID Number: 11720561
Incident Date: February 12, 2026
Complaint Date: February 25, 2026

Consumer Location: DURANGO, CO
Vehicle Identification Number: 1C6SRFFP4SN******
Summary of Complaint
While driving into town, the dashboard illuminated with every warning light before the vehicle suffered a total electronic and engine shutdown. This happened twice—the second time while I was mid-turn in an intersection. Several vehicles had to slam on their brakes to avoid a high-speed collision with my stalled truck. I had to get the vehicle towed as it is fundamentally unsafe to operate.

NHTSA ID Number: 11721354
Incident Date: February 25, 2026
Complaint Date: March 2, 2026
Consumer Location: KINCHELOE, MI
Vehicle Identification Number: 1C6SRFJP8SN******
Summary of Complaint
"When stopped for a short period of time like at a traffic light/ in a traffic back up driving 5-10 mph the truck will shut off and all electronic will shut off as well it takes 5-10 seconds to restart the truck which is very unsafe in heavy traffic"

NHTSA ID Number: 11724212
Incident Date: March 3, 2026
Complaint Date: March 13, 2026
Consumer Location: BRUNSWICK, OH
Vehicle Identification Number: 1C6RRFFG6SN******
Summary of Complaint
Misfire code check engine light on now once before only 4000 miles insturment panel went black odometer will flash one day the locks would not work Help

NHTSA ID Number: 11724513
Incident Date: March 6, 2026
Complaint Date: March 15, 2026
Consumer Location: PEARLAND, TX
Vehicle Identification Number: 1C6SRFKP8SN******
Summary of Complaint
On Friday evening, March 6th, while driving my new Ram 1500 Tungsten on a freeway, the engine warning light illuminated and the vehicle suddenly lost power. Almost immediately after the loss of power, gasoline began pooling underneath the truck. The vehicle was ultimately towed to a Ram dealership. As of the date of this report, the vehicle has been at the dealership for 6 days and has not yet been inspected or diagnosed. I personally visited the dealership and observed that the

vehicle is still sitting in the same location where it was placed when it was towed in.

NHTSA ID Number: 11725146
Incident Date: November 24, 2025
Complaint Date: March 18, 2026
Consumer Location: DEER PARK, NY
Vehicle Identification Number: 1C6RRFFG0SN******
Summary of Complaint
The engine light will come on and go off at various times for no apparent reason and the odometer/mileage will start flashing and do so for periods of time, When this occurs certain features become unavailable such as the remote start will not engage. The warranty item/part has been confirmed by dealership and they do not have the part to correct with no expected repair time for this warranty on this item. The car is only 6 months old and gas been at dealership 3 times with no fix.

NHTSA ID Number: 11727858
Incident Date: February 1, 2026
Complaint Date: March 30, 2026
Consumer Location: PALO ALTO, CA
Vehicle Identification Number: 1C6SRFHPXSN******
Summary of Complaint
First I would get a check engine light and infotainment screen would go black and odometer started blinking. Restart required. Reset the check engine light twice. The vehicle infotainment system and safety features that controls propulsion and ADAS intermittently started to fail and ultimately the truck started to stall. This stalling occurred 15 minutes after a service oil change and tire rotation at Sunnyvale Chrysler / RAM. Tech stalled on test drive after about 5 miles. RAM app still oddly indicates low battery, even though Sunnyvale replaced both batteries. The trailer tow module recall was not installed as scheduled, even though parts were checked and available, however due to parts shortage, dealer indicated sales vehicle get priorities for the modules at this time.

NHTSA ID Number: 11731306
Incident Date: April 15, 2026
Complaint Date: April 15, 2026
Consumer Location: WEBSTER, TX
Vehicle Identification Number: 1C6SRFLP0SN******
Summary of Complaint

Gear shift cluster lights up and flashes dash states service gear shift will not start or go in gear. Happened multiple times but never while at dealership. Now the dash cluster keeps randomly going black but never longer than 2 mins so I can't take it to the dealership while it happens."

NHTSA ID Number: 11731632
Incident Date: April 14, 2026
Complaint Date: April 16, 2026
Consumer Location: VAN METER, IA
Vehicle Identification Number: 1C6SRFJP6SN******
Summary of Complaint
I pressed on the brake pedal but the brakes didn't seem to be working well. The truck was not braking well at all. Alarmed, I pressed even harder on the brake pedal. I managed to finally get the truck stopped switching the gear selector out of Drive. I pressed the Stop button to stop the engine. The truck was still stopped and in Park with my foot still on the brake pedal. The engine had been revving trying to drive the truck forward even though I had my foot off the gas and on the brake!"

NHTSA ID Number: 11732827
Incident Date: February 24, 2026
Complaint Date: April 21, 2026
Consumer Location: COLUMBUS, OH
Vehicle Identification Number: 3C6SRFFP0S4******
Summary of Complaint
Cluster will go black then come back saying restart required before you can start driving and get out of harms way. It is also causing the transmission to get stuck in the current gear it is in not allowing for acceleration. You have to turn truck on and off to get the transmission to shift. Purchased truck in feb and has been at dealer for this issue to know repair 3 times now."

NHTSA ID Number: 11733968
Incident Date: July 1, 2025
Complaint Date: April 27, 2026
Consumer Location: CORINTH, TX
Vehicle Identification Number: 1C6SRFJP7SN******
Summary of Complaint
The contact stated that while idling at an intersection, the vehicle shut off without warning. The vehicle was towed to the dealer, and the battery was replaced. Soon after the repair, while driving 75 MPH, the Forward Collision Avoidance system activated erroneously, and the transmission unexpectedly downshifted. The local

dealer was made aware of the recall and informed the contact that parts were limited. The contact stated that the manufacturer had exceeded a reasonable amount of time for the recall repair. The contact attempted to take the vehicle for service, but was unable to contact a dealer. The vehicle was not repaired.

NHTSA ID Number: 11736043
Incident Date: June 23, 2025
Complaint Date: May 6, 2026
Consumer Location: AUSTIN, MN
Vehicle Identification Number: 1C6RRFFG4SN******
Summary of Complaint
The vehicle has a dangerous hesitation and delayed acceleration when I am coasting and then reapplying the accelerator. This occurs in scenarios such as approaching a yield, slowing for a left turn on a green light, or slowing to merge where I reduce speed but do not come to a complete stop. When I press the accelerator to resume speed, the vehicle does not respond for a significant period. The truck fails to accelerate even with substantial throttle input, including pressing the pedal to the floor. After the delay, power may return suddenly. This delayed response creates a serious safety hazard in traffic. The hesitation occurs at the exact time immediate acceleration is needed to clear an intersection or merge into traffic. This has created near-miss situations due to the vehicle not accelerating when expected. Warning lights and diagnostics: No check engine light is illuminated during the events. The issue occurs without any visible warning indicators on the instrument panel. Conditions: The hesitation is most noticeable during coasting and throttle reapplication at low to moderate speeds, especially when slowing but not stopping. It is not limited to one specific road or location. Service and repair attempts: The vehicle has been presented to a dealer on 06/30/2025, 07/09/2025, 07/17/2025, 08/01/2025, and 02/06/2026. Additionally, I called and confirm there was no software update, recall, or corrective action to be taken on 03/25/2026. The dealer stated they could replicate the issue but could not identify a solution. No permanent fix has been provided.

NHTSA ID Number: 11738461
Incident Date: April 23, 2026
Complaint Date: May 18, 2026
Consumer Location: CAPE CORAL, FL
Vehicle Identification Number: 1C6SRFJP3SN******
Summary of Complaint
While driving at normal highway speeds, the vehicle suddenly loses propulsion

without warning. The truck slows rapidly to about 5 mph, dealership verbally described as "limp mode" to protect itself, despite the engine continuing to rev at high RPMs. During these events, the dashboard and infotainment system display incorrect and erratic information, including: - Transmission indicator switching into 4WD, Park, or 1st gear while the vehicle is moving - Navigation activating on its own - Screen freezing, glitching, or displaying inaccurate data. Repair Attempts: I have taken the vehicle to an authorized Ram dealership on multiple occasions for the same issue: - Repair Attempt #1: 03/20/2025 - Repair Attempt #2: 10/02/2025 - Repair Attempt #3: 10/30/2025 - Repair Attempt #4: 11/17/2025 - Repair Attempt #5: 05/12 2026 The dealership has replaced PCM harness, transfer case control module, DTCM, performed software updates and claimed the issue was resolved, but the defect continues to occur. They have also stated they "cannot replicate" the problem, despite multiple documented incidents."

NHTSA ID Number: 11739079
Incident Date: January 31, 2026
Complaint Date: May 20, 2026
Consumer Location: Unknown
Vehicle Identification Number: 1C6SRFJPXSN******
Summary of Complaint
The contact owns a 2025 RAM 1500. The contact stated while driving his vehicle in bumper to bumper traffic, the gear shift would place itself in park while moving causing him to put it in drive back and forth. The vehicle was taken to the dealer on multiple occasions but have not received a diagnosis at this time. The vehicle was not repaired. The manufacturer was notified of the failure. The failure mileage was 45,262.

NHTSA ID Number: 11740108
Incident Date: May 26, 2026
Complaint Date: May 26, 2026
Consumer Location: KERRVILLE, TX
Vehicle Identification Number: 1C6SRFUP8SN******
Summary of Complaint
The vehicles Auto-Start-Stop (ESS) works intermittently. Multiple occasions where the system was turned off and the engine quit and would not restart without putting the vehicle in park. Recently the ESS has gone months without shutoff of the engine. However, occasionally it will shut off the engine. Multiple times the engine has shut off while the vehicle is moving, which was very dangerous. Typically after a stop at a traffic light, you begin to drive and the engine quits. This requires you to put the vehicle in park to attempt a restart."

NHTSA ID Number: 11740479
Incident Date: April 24, 2026
Complaint Date: May 27, 2026
Consumer Location: STATEN ISLAND, NY
Vehicle Identification Number: 1C6RRFFG5SN******
Summary of Complaint
Total brake failure and all electrical systems shut down and went offline while driving at 65 mph on highway. Had to swerve back and forth across road for a mile before coming to a hill and slowing enough to stop on side of road."

NHTSA ID Number: 11741864
Incident Date: June 1, 2025
Complaint Date: June 3, 2026
Consumer Location: STODDARD, WI
Vehicle Identification Number: 1C6SRFFP6SN******
Summary of Complaint
The contact owns a 2025 Ram 1500. Upon starting the vehicle, it was driven to another location but failed to restart. The brake pedal made a trembling sound. The instrument cluster was inoperable. While driving, the brakes had to be pumped for it to respond and stop. The contact called the local dealer. The vehicle was not diagnosed or repaired. The vehicle was later towed to the local dealer, where it was determined the vehicle was working as designed."

NHTSA ID Number: 11741985
Incident Date: June 4, 2026
Complaint Date: June 4, 2026
Consumer Location: NEW PORT RICHEY, FL
Vehicle Identification Number: 1C6SRFJP9SN******
Summary of Complaint
Engine shuts off while idling and also while driving. When the engine shuts off, the truck violently engages Auto Park while the vehicle is still in motion. The condition began after a software update performed by the dealership and has been occurring for several months. The vehicle has been returned to the selling dealership for diagnosis and repair on one prior occasion. Following the repair attempt, the condition has continued and appears to have become more frequent."

NHTSA ID Number: 11742711
Incident Date: May 27, 2026
Complaint Date: June 8, 2026

Consumer Location: Unknown
Vehicle Identification Number: 1C6RRFFG5SN******
Summary of Complaint
The vehicle has experienced repeated failures involving the gear shifter system, electrical system, battery system, and vehicle drive mode controls. In addition to this incident, the vehicle has experienced multiple gear shifter failures that have rendered the truck undrivable on numerous occasions. The vehicle has also experienced battery-related failures requiring roadside assistance on two occasions and a tow to a dealership. However, the vehicle has displayed various warning messages and symptoms associated with prior shifter and battery failures. The truck has been returned to the dealership multiple times for diagnosis and repair of the shifter system. The problems have been reproduced through repeated occurrences requiring dealership service. The vehicle has been inspected by authorized Ram dealerships on multiple occasions and repair attempts have been performed. The vehicle has required multiple repair attempts for safety-related issues and has been out of service for extended periods."

NHTSA ID Number: 11743590
Incident Date: June 7, 2026
Complaint Date: June 11, 2026
Consumer Location: Unknown
Vehicle Identification Number: 1C6SRFJPXSN******
Summary of Complaint
After sudden stop at sharp right turn, engine has no acceleration; appears to be in limp mode;. I have already had the cluster changed twice for other issues...seems to have a lot of electrical issues. Dealer did not inspect, just said they hadn't heard of it happening before.. this has happened twice in less than 6 months."

NHTSA ID Number: 11744424
Incident Date: August 12, 2025
Complaint Date: June 16, 2026
Consumer Location: GULF SHORES, AL
Vehicle Identification Number: 1C6SRFHP9SN******
Summary of Complaint
The engine bucks, stalls and misfires. It is a safety problem as it can stall when pulling out into traffic. The vehicle has been checked by the dealer three times. Since then I have taken the truck in 3 times for repair and each time the dealer has claimed a fix, but the problem continues. The dealer has already had my truck a sum total of about 2+ weeks and no fix."

NHTSA ID Number: 11748844
Incident Date: March 1, 2025
Complaint Date: July 7, 2026
Consumer Location: AUBURN, WA
Vehicle Identification Number: 1C6RRFFG8SN******
Summary of Complaint
The contact owns a 2025 Ram 1500. The contact stated that the engine experienced misfires during cold starts. The check engine warning light was illuminated. The vehicle was taken to a local dealer on three separate occasions, where diagnostic trouble code: P0300 was retrieved, indicating random or multiple cylinder misfires. The dealer advised that no repair was currently available, and the vehicle was not repaired.

NHTSA ID Number: 11751299
Incident Date: July 17, 2026
Complaint Date: July 18, 2026
Consumer Location: WHEELING, WV
Vehicle Identification Number: 1C6SRFRPXSN******
Summary of Complaint
I was in an active car wash and the truck stalled and engaged Auto-park and I was nearly hit by the car behind me in the car wash."

NHTSA ID Number: 11752398
Incident Date: November 12, 2025
Complaint Date: July 23, 2026
Consumer Location: LAS VEGAS, NV
Vehicle Identification Number: 1C6RRFFG0SN******
Summary of Complaint
The contact owns a 2025 Ram 1500. The contact became aware that the check engine warning light was illuminated. The contact stated that the vehicle failed to start while using the key fob. The contact manually restarted the vehicle. The vehicle was taken to the dealer, where the failure was diagnosed with a misfire at cold start. The contact stated that while driving at an undisclosed speed, the instrument cluster went blank. The contact was informed that the part to repair the vehicle was unavailable. The vehicle was not repaired; however, the computer was reset."

NHTSA ID Number: 11752721
Incident Date: June 25, 2026
Complaint Date: July 24, 2026

Consumer Location: DENMARK, WI
Vehicle Identification Number: 1C6SRFFP7SN******
Summary of Complaint
I purchased a new 2025 Ram 1500. Within the first week of ownership, the vehicle developed repeated engine misfires, check engine lights, and electrical issues, including a dead battery. The vehicle was repaired multiple times under warranty. The engine later suffered an internal failure that required complete engine replacement. After the engine replacement, the vehicle developed a new drivability problem. The truck now consistently shudders and hesitates during light acceleration and while maintaining a steady speed. The RPM has fluctuated unexpectedly, and the vehicle feels as though it is being fuel starved. This occurs without a check engine light. The dealership's technician reproduced the condition during a test drive and confirmed the shudder. The vehicle has been out of service for an extended period while diagnosis and repairs continue.

NHTSA ID Number: 11755396
Incident Date: August 6, 2026
Complaint Date: August 7, 2026
Consumer Location: NORTH DIGHTON, MA
Vehicle Identification Number: 1C6RRFFGXSN******
Summary of Complaint
On multiple occasions while pulling across/into traffic the vehicle had a delayed acceleration response with a 1-2 second hesitation causing close calls with unpredictable acceleration coming from a complete stop."

NHTSA ID Number: 11756088
Incident Date: August 9, 2026
Complaint Date: August 10, 2026
Consumer Location: Unknown
Vehicle Identification Number: 1C6RREBP7SN******
Summary of Complaint
When driving slowly throught a parking lot, the dashboard warned to put the car in park. I could not steer, speed up, or slow down. I managed to park the car diagonally, and went into park. The vehicle then shut off and I had to turn it back on. Both of my kids where in the car."

NHTSA ID Number: 11756045
Incident Date: August 10, 2026
Complaint Date: August 10, 2026

Consumer Location: Unknown
Vehicle Identification Number: 1C6RREBP7SN******
Summary of Complaint
While stopped at red light, waiting for the green light, the vehicle suddenly gave the park signal, once in park the vehicle shut down. It had to be restarted. My child was in the back seat.This occurred today 10 August 2026."

CLASS ACTION ALLEGATIONS

77. Plaintiffs bring this action individually and on behalf of the following class pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and/or 23(b)(3). Specifically, the proposed nationwide class is defined as follows:

> **Nationwide Class:**
> All persons or entities in the United States who are current or former owners and/or lessees of a Class Vehicle.

78. In the alternative to the Nationwide Class, and pursuant to Fed. R. Civ. P. 23(c)(5), Plaintiffs seek to represent the following state classes ("State Classes"):

> **Wisconsin Class:**
> All persons or entities who purchased or leased a Class Vehicle in Wisconsin.

> **Florida Class:**
> All persons or entities who purchased or leased a Class Vehicle in Florida.

79. Together, the Nationwide Class and the State Class(es) shall be collectively referred to herein as the "Classes."

80. Excluded from the Classes are Defendant, their affiliates, employees, officers and directors, persons or entities that purchased the Class Vehicles for resale, and the Judge(s) assigned to this case. Plaintiffs reserve the right to modify, change,

or expand the Class definitions after conducting discovery.

81. Numerosity: Upon information and belief, the class is so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the Class is unknown at this time, such information being in the sole possession of Defendant and obtainable by Plaintiffs only through the discovery process, Plaintiffs believe that tens of thousands of Class Vehicles have been sold and leased throughout the United States, including thousands within each of the State Classes.

82. Existence and Predominance of Common Questions of Fact and Law: Common questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting individual Class Members. These common legal and factual questions include, but are not limited to:

a) Whether the Class Vehicles are predisposed to the Defect;
b) Whether Defendant knowingly failed to disclose the existence and cause of the Defect;
c) When Defendant first learned of the Defect;
d) Whether Defendant violated Wis. Stat. § 100.18 in connection with their advertisement and marketing campaign of the Class Vehicles;
e) Whether Defendant violated Fla. Stat. § 501.201, *et seq.*, in connection with their advertisement and marketing campaign of the Class Vehicles;
f) Whether Defendant's conduct violates the Magnuson-Moss Warranty Act;
g) Whether Defendant's conduct constitutes a breach of express warranty;
h) Whether Defendant's conduct constitutes a breach of implied warranty;
i) Whether Defendant's conduct constitutes common law fraud;

j) Whether Defendant's conduct constitutes unjust enrichment; and
k) Whether Plaintiffs and Class Members are entitled to monetary damages and/or other remedies and, if so, the nature of any such relief.

83. Typicality: All of Plaintiffs' claims are typical of the claims of the Class because Plaintiffs and each member of the Class purchased or leased a Class Vehicle with the Defect. Furthermore, Plaintiffs and all members of the Class sustained monetary and economic injuries including, but not limited to, ascertainable loss arising out of Defendant's wrongful conduct. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all absent Class Members.

84. Adequacy: Plaintiffs are adequate representatives because their interests do not conflict with the interests of the Class that they seek to represent, they have obtained counsel that are competent and highly experienced in complex class action litigation, and they intend to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiffs and their counsel.

85. Superiority: A class action is superior to all other available means of fair and efficient adjudication of the claims of Plaintiffs and members of the Class. The injury suffered by each individual Class member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendant's conduct. It would be virtually impossible for members of the class to individually and effectively redress the

wrongs done to them. Even if the members of the Class could afford such individual litigation, the court system could not. Individualized litigation presents a potential for inconsistent or contradictory judgments. Individualized litigation also increases the delay and expense to all parties, and to the court system, presented by the complex legal and factual issues of the case. 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. Upon information and belief, members of the Class can be readily identified and notified based on, *inter alia*, Defendant's vehicle identification numbers (VINs), warranty claims, registration records, and the database of complaints.

86. Injunctive Relief: Pursuant to Fed. R. Civ. P. 23(b)(2), Defendants has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief, corresponding declaratory relief, or final equitable relief with respect to the Class as a whole.

FIRST CAUSE OF ACTION
VIOLATIONS OF THE WISCONSIN DECEPTIVE TRADE PRACTICES ACT
(Wis. Stat. § 110.18, et seq.)
(Brought by Plaintiff Norberg on Behalf of the Wisconsin Class)

87. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

88. Plaintiff Norberg brings this claim individually and on behalf of the

Wisconsin Class.

89. The Wisconsin Deceptive Trade Practices Act (the "Act" for purposes of this count) prohibits a "representation or statement of fact which is untrue, deceptive or misleading." Wis. Stat. § 100.18(1).

90. Defendant is a "person" as defined in the Act.

91. The Class are members of "the public" within the meaning of Wis. Stat. § 100.18(1).

92. 169. Section 100.18 of the Wisconsin Statutes ("Section 100.18") prohibits a company from making false, deceptive, or misleading advertisements to the public, with the intent to sell or distribute the company's products. The statute states in pertinent part that:

> [N]o person, firm, corporation or association, . . . with intent to sell, distribute, increase the consumption of or in any wise dispose of any . . . merchandise . . . or anything offered by such person, firm, corporation or association, . . . directly or indirectly, to the public for sale, hire, use or other distribution, or with intent to induce the public in any manner to enter into any contract or obligation relating to the purchase, sale, hire, use or lease of any . . . merchandise, . . . shall make, publish, disseminate, circulate, or place before the public, or cause, directly or indirectly, to be made, published, disseminated, circulated, or placed before the public, in this state, . . . an advertisement, announcement, statement or representation of any kind to the public relating to such purchase, sale, hire, use or lease of such . . . merchandise, . . . or to the terms or conditions thereof, which . . . contains any assertion, representation or statement of fact which is untrue, deceptive or misleading.

Wis. Stat. § 100.18(1).

93. Defendant had actual knowledge of the Defect in the Class Vehicles and thus had a duty to disclose the Defect to Plaintiff Norberg and the Wisconsin Class Members.

94. Defendant failed to disclose and/or actively concealed the Defect from Plaintiff Norberg and the Wisconsin Class.

95. Defendant knew that knowledge of the existence of the Defect in the Class Vehicles was material and that Plaintiff Norberg and the Wisconsin Class Members would reasonably rely on such information.

96. Defendant's unfair and deceptive practices were committed to profit from the sale of the Class Vehicles, to the detriment of Plaintiff Norberg and the Class.

97. As set forth above, Defendant's actions and inactions constituted unfair and/or deceptive trade practices under the Act.

98. Plaintiff Norberg and the Wisconsin Class relied upon and were deceived by Defendant's unfair and deceptive misrepresentations and/or omissions of material fact in deciding to purchase the Class Vehicles.

99. These acts and practices have deceived Plaintiff Norberg and are likely to deceive the public. Defendant, by the conduct, statements, and omissions described above, and by knowingly and intentionally concealing from Plaintiff Norberg and the Wisconsin Class that Class Vehicles suffer from the Defect (and the

costs, safety risks, and diminished value of Class Vehicles as a result of this problem), breached their duties to disclose these facts, violated the Act, and caused injuries to Plaintiff Norberg and the Wisconsin Class Members. The omissions and concealments pertained to information that was material to Plaintiff Norberg and Class Members, as it would have been to all reasonable consumers.

100. Defendant's conduct proximately caused injuries to Plaintiff Norberg and other Wisconsin Class Members. Had Plaintiff Norberg and the Wisconsin Class known about the defective nature of the Class Vehicles, they would not have purchased the Class Vehicles, would have paid less for them, or would have avoided the extensive repair costs associated therewith.

101. Plaintiff Norberg and the Wisconsin Class Members seek all monetary and non-monetary relief allowed by law, including damages, disgorgement, injunctive relief, and attorney's fees and costs.

102. Plaintiff Norberg and the Wisconsin Class are entitled to damages and other relief provided for under Wis. Stat. § 100.18(11)(b)(2). Because Defendant's conduct was committed knowingly and/or intentionally, Plaintiffs are entitled to treble damages.

103. Plaintiff Norberg and the Wisconsin Class also seek court costs and attorneys' fees under Wis. Stat. § 110.18(11)(b)(2).

104. Plaintiff Norberg provided notice to FCA of her claims by letter dated

August 21, 2026.

SECOND CAUSE OF ACTION
VIOLATIONS OF THE FLORIDA DECEPTIVE & UNFAIR TRADE PRACTICES ACT
(Fla. Stat. § 501.201, et seq.)
(Brought by Plaintiff Craig on Behalf of the Florida Class)

105. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

106. Plaintiff Craig brings this claim individually and on behalf of the Florida Class.

107. The Florida Deceptive & Unfair Trade Practices Act, Fla. Stat. § 501.201, et seq. ("FDUTPA") declares unlawful affirmative acts or misrepresentations, or the intentional failure to disclose a material fact, in connection with sale or advertisement of merchandise or real estate.

108. Plaintiff Craig is a "consumer" as defined by the FDUTPA.

109. Defendant concealed and/or failed to disclose the Defect in the Class Vehicles as described herein and otherwise engaged in activities with a tendency or capacity to deceive. FCA also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of a material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale of the Class Vehicles.

110. Defendant had actual knowledge of the Defect in the Class Vehicles and thus had a duty to disclose the Defect to Plaintiff Craig and the Florida Class Members.

111. Defendant failed to disclose and/or actively concealed the Defect from Plaintiff Craig and the Florida Class.

112. Defendant knew that knowledge of the existence of the Defect in the Class Vehicles was material and that Plaintiff Craig and the Florida Class Members would reasonably rely on such information.

113. Defendant's unfair and deceptive practices were committed to profit from the sale of the Class Vehicles, to the detriment of Plaintiff Craig and the Class.

114. As set forth above, Defendant's actions and inactions constituted unfair and/or deceptive trade practices under the FDTUPA.

115. Plaintiff Craig and the Florida Class relied upon and were deceived by Defendant's unfair and deceptive misrepresentations and/or omissions of material fact in deciding to purchase the Class Vehicles.

116. These acts and practices have deceived Plaintiff Craig and are likely to deceive the public. Defendant, by the conduct, statements, and omissions described above, and by knowingly and intentionally concealing from Plaintiff Craig and the Florida Class that Class Vehicles suffer from the Defect (and the costs, safety risks, and diminished value of Class Vehicles as a result of this problem), breached their

duties to disclose these facts, violated the FDUTPA, and caused injuries to Plaintiff Craig and Florida Class Members. The omissions and concealments pertained to information that was material to Plaintiff Craig and Florida Class Members, as it would have been to all reasonable consumers.

117. Defendant's conduct proximately caused injuries to Plaintiff Craig and other Florida Class Members. Had Plaintiff Craig and the Forida Class known about the defective nature of the Class Vehicles, they would not have purchased the Class Vehicles, would have paid less for them, or would have avoided the extensive repair costs associated therewith.

118. Plaintiff Craig and the Florida Class Members seek all monetary and non-monetary relief allowed by law, including damages, disgorgement, injunctive relief, and attorney's fees and costs. *See, e.g.*, Fla. Stat. § 501.211(2), § 501.2105(1).

119. Plaintiff Craig provided notice to FCA of his claims by letter dated August 21, 2026.

THIRD CAUSE OF ACTION
BREACH OF IMPLIED WARRANTY
(On Behalf of the Nationwide Class or, Alternatively, the State Classes)

120. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

121. Plaintiffs bring this cause of action on behalf of themselves and the Class against Defendant, or in the alternative, on behalf of all the State Classes

against Defendant.

122. Defendant was at all relevant times the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Defendant knew or had reason to know of the specific use for which the Class Vehicles were purchased.

123. Defendant provided Plaintiffs and the other Class Members with an implied warranty that the Class Vehicles and any parts thereof are merchantable and fit for the ordinary purposes for which they were sold. However, the Class Vehicles are not fit for their ordinary purpose of providing reasonably reliable and safe transportation at the time of sale or thereafter because, inter alia, the Class Vehicles suffer from the Defect, which causes the vehicles to experience premature engine stalling and electrical malfunction, causing significant safety risks. Therefore, the Class Vehicles are not fit for their particular purpose of providing safe and reliable transportation.

124. Defendant impliedly warranted that the Class Vehicles were of merchantable quality and fit for such use. This implied warranty included, among other things: (i) a warranty that the Class Vehicles and their engines were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles and their engines would be fit for their intended use while the Class Vehicles were being operated.

125. Contrary to the applicable implied warranties, the Class Vehicles and

their engines at the time of sale or thereafter were not fit for their ordinary and intended purpose of providing Plaintiffs and Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles suffer from manufacturing and/or design defects.

126. Defendant's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use.

FOURTH CAUSE OF ACTION
FRAUDULENT CONCEALMENT
(On Behalf of the Nationwide Class or, Alternatively, the State Classes)

127. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

128. Plaintiffs bring this cause of action on behalf of themselves and the Class against Defendant, or in the alternative, on behalf of the State Classes against Defendant.

129. At all relevant times, Defendant was engaged in the business of designing, manufacturing, distributing, and selling the Class Vehicles.

130. Defendant sold and/or leased the Class Vehicles throughout the United States.

131. Defendant willfully, falsely, and knowingly omitted various material facts regarding the quality and character of the Class Vehicles, including that they suffered from the Defect described herein.

132. Rather than inform consumers of the truth regarding the Defect, Defendant concealed material information related to the Defect.

133. Defendant's omissions were material because the Defect has a substantial impact not simply on the convenience and cost of vehicle maintenance, but also on the reliability and safety of the Class Vehicles over time.

134. Defendant omitted this material information to drive up sales and maintain their market power, as consumers would not have purchased the Class Vehicles, or would have paid substantially less for them, had they known the truth.

135. Plaintiffs and Class Members had no way of knowing about the Defect.

136. Plaintiffs and Class Members could not have discovered the above information on their own, because Defendant was in the exclusive possession of such information.

137. Although Defendant has a duty to ensure the accuracy of information regarding the performance of its Class Vehicles, it did not fulfill these duties.

138. Plaintiffs and Class Members sustained injury due to the purchase of Class Vehicles that suffered from the Defect.

139. Defendant's acts were done maliciously, oppressively, deliberately, and with intent to defraud, and in reckless disregard of Plaintiffs and Class Members' rights and well-being, and in part to enrich themselves at the expense of consumers. Defendant's acts were done to gain commercial advantage over competitors, and to

drive consumers away from consideration of competitor's vehicles. Defendant's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future.

FIFTH CAUSE OF ACTION
UNJUST ENRICHMENT
(On Behalf of the Nationwide Class or, Alternatively, the State Classes)

140. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

141. Plaintiffs bring this cause of action on behalf of themselves and the Class against Defendant, or in the alternative, on behalf of the State Classes against Defendant.

142. This claim is pled in alternative to Plaintiffs' contract-based claims.

143. Defendant knew or should have known that Plaintiffs and the Class paid for the Class Vehicles with the expectation that they would perform as represented and were free from defects.

144. Plaintiffs and the Class conferred substantial benefits on Defendant by purchasing the defective Class Vehicles. Defendant knowingly and willingly accepted and enjoyed those benefits.

145. Defendant's retention of these benefits is inequitable.

146. As a direct and proximate cause of Defendant's unjust enrichment, Plaintiffs and the Class are entitled to an accounting, restitution, attorneys' fees,

costs, and interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of members of the Classes defined above, respectfully request that the Court enter judgment against Defendant 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 Plaintiffs' counsel as counsel for the Classes;

B. An order enjoining Defendant from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint, including, without limitation, an order that requires Defendant to

1. Repair, recall, and/or replace the Class Vehicles,

2. Extend the applicable warranties to a reasonable period of time and to so notify the Classes,

3. Stop selling Class Vehicles with the misleading information and omissions and Defect, and

4. Provide Plaintiffs and Class Members with appropriate curative notice regarding the existence and cause of the Defect;

C. An order granting declaratory relief, including without limitation, a declaration

1. Requiring Defendant to comply with the various provisions of law cited above and to make all required disclosures; and

2. Stating that Defendant is financially responsible for all Class notice and the administration of Class relief;

D. An award of appropriate damages to repair or replace the Class

Vehicles, including damages for economic loss including loss of the benefit of the bargain, overpayment damages, diminished value, and out-of-pocket losses;

E. An order requiring disgorgement, for the benefit of the Class, the ill-gotten profits Defendant received from the sale or lease of the Class Vehicles, or full restitution to Plaintiffs and members of the Classes;

F. An order awarding any applicable statutory damages, civil penalties, and punitive and exemplary damages;

G. An award of costs, expenses, and attorneys' fees;

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

I. Such other or further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all issues so triable.

Dated: August 25, 2026

Respectfully submitted,

/s/ Dennis A. Lienhardt
E. Powell Miller (P39487)
Dennis A. Lienhardt (P81118)
THE MILLER LAW FIRM PC
950 W. University Drive, Suite 300
Rochester, MI 48307
Telephone: (248) 841-2200
epm@millerlawpc.com
dal@millerlawpc.com

Matthew D. Schelkopf
Joseph B. Kenney
SAUDER SCHELKOPF LLC
1109 Lancaster Avenue
Berwyn, PA 19312
Tel: (610) 200-0581

mds@sstriallawyers.com
jbk@sstriallawyers.com

Attorneys for Plaintiffs and the Putative Class

INDEX OF EXHIBITS

Exhibit 1: NHTSA opens investigation into Stellantis vehicles over engine shutdown issues, CBT News, July 22, 2024

Exhibit 2: Dare Forward 2020: Stellantis' Blueprint for Cutting-Edge Freedom of Mobility, Stellantis Media, March 1, 2022

Exhibit 3: Ram #1 Industry Brand J.D. Power Initial Quality Study, Stellantis Media, June 28, 2024

Exhibit 4: Stellantis 2024 Expanded Sustainability Statement

Exhibit 5: New 2025 Ram 1500 with More Powerful, More Fuel-efficient Hurricane Engine Family Unveiled, Stellantis Media, Nov. 7, 2023

Exhibit 6: 2025 RAM 1500 BIGHORN 3.0 HURRICANE twin-turbo, SO, 420HP – check engine light, 5thGenRams Forum, June 15, 2024

Exhibit 7: 2025 RAM 1500 BIGHORN 3.0 HURRICANE twin-turbo, SO, 420HP – check engine light, Page 3, 5thGenRams Forum, June 15, 2024

Exhibit 8: 2025 RAM 1500 BIGHORN 3.0 HURRICANE twin-turbo, SO, 420HP – check engine light, Page 4, 5thGenRams Forum, June 15, 2024

Exhibit 9: 2025 RAM 1500 BIGHORN 3.0 HURRICANE twin-turbo, SO, 420HP – check engine light, Page 5, 5thGenRams Forum, June 15, 2024

Exhibit 10: Reddit Thread Regarding Ram Issues

Exhibit 11: Reddit Thread Regarding Ram Issues