

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT OF QUEBEC
(CLASS ACTION)

No.: 500-06-001393-251

M.K.

Plaintiff

vs.

FCA CANADA INC.

-and-

FCA US LLC

Defendants

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

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

Introduction:

1. Plaintiff wishes to institute a class action on behalf of the following Group of which Plaintiff is a member:

<p>Class:</p> <p>All persons in Canada who own, purchased, lease, leased and/or used one or more of the Subject Vehicles, namely:</p> <ul style="list-style-type: none"> • <u>2022-2026</u> (...) Jeep Grand Cherokee 4xe Plug-In Hybrid Electric Vehicle (PHEV); • <u>2021-2026 Jeep Wrangler 4xe Plug-In Hybrid Electric Vehicle</u> 	<p>Groupe:</p> <p>Toutes les personnes au Canada qui possèdent, ont acheté, louent, ont loué, et/ou utilisé un ou plusieurs des véhicules en cause, à savoir :</p> <ul style="list-style-type: none"> • <u>2022-2026</u> (...) Jeep Grand Cherokee 4xe véhicule hybride électrique rechargeable (VHR); • <u>2021-2026 Jeep Wrangler</u>
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<p><u>(PHEV);</u> or any other Group(s) or Sub-Group(s) to be determined by the Court.</p>	<p><u>4xe véhicule hybride électrique rechargeable (VHR);</u> ou tout autre groupe ou sous-groupe à déterminer par le Tribunal.</p>
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(hereinafter referred to as the “**Plaintiff(s)**”, the “**Class Member(s)**”, the “**Class**”, the “**Group Member(s)**”, the “**Group**”, the “**consumer(s)**”).

2. Plaintiff is a consumer within the meaning of Quebec’s *Consumer Protection Act*, CQLR, c. P-40.1 (“**CPA**”);
3. Plaintiff communicates herewith a copy of the *Registraire des entreprises du Québec* (REQ) report on Defendant FCA Canada Inc. (hereinafter “**FCA Canada**”), as **Exhibit P-1**.
4. Plaintiff communicates extracts from the Defendant FCA US LLC (hereinafter “**FCA US**”) websites, together with a copy of the State of Delaware, Division of Corporation Entity details report and a copy of the Search summary of the State of Michigan Corporation Division regarding Defendant FCA US LLC, *en liasse*, as **Exhibit P-2**.
5. The Defendants will sometimes collectively be referred to as “**FCA**” hereinbelow.
6. At all material times to the cause of action herein, Defendant FCA Canada was and is a wholly owned and/or controlled subsidiary of the Defendant FCA US, which, *inter alia*, designs, manufacturers, tests, assembles, markets, distributes, supplies, sells, wholesales and/or leases the Subject Vehicles, in Canada and within the Province of Quebec, as more fully detailed below.
7. At all material times to the cause of action herein, Defendants shared the common purpose of, *inter alia*, designing, developing, manufacturing, testing, assembling, marketing, advertising, distributing, supplying, selling, and/or leasing the Subject Vehicles in Canada and within the Province of Quebec.

Further, the business and interests of the Defendants are interwoven with that of the other, such that each is the agent of the other.

7.1. We note that the Subject Vehicles (listed at paragraphs 1 and 8) can be operated in 3 different “modes” that the driver is supposed to be able to select, namely:

(i) E-save mode which is the gas-only mode;

(ii) Hybrid electric assisted mode which uses both the gas engine and the high-voltage electric battery modes; and

(iii) Electric-only mode, which only uses the electric high-voltage battery.

7.2. In addition, the Subject Vehicles are apparently pre-programed by FCA to automatically switch into Fuel and Oil Refresh Mode (“**FORM**”) when the vehicle is operated for extended periods without running the gas engine, in which case FCA represents that the fuel within the tank can become stale and/or the engine oil’s lubricating properties can be reduced as the vehicle’s engine is not operating under its normal engine operating temperatures. FCA therefore pre-programs the Subject Vehicles to automatically switch into FORM in such specific scenarios, for what is supposed to be a brief period. There is no button permitting users to engage or disengage the FORM mode, and therefore, this FORM mode cannot be selected by the driver.

8. The “**Subject Vehicles**” means the model years 2022-2026 (...) Jeep Grand Cherokee 4xe Plug-In Hybrid Electric Vehicles and model years 2021-2026 Jeep Wrangler 4xe Plug-In Hybrid Electric Vehicle (or “**PHEV**”), designed, manufactured, tested, assembled, marketed, advertised, distributed, supplied, wholesaled, leased and/or sold by Defendants FCA, which are equipped with defective software and hardware which (a) dangerously cause the vehicle to inexplicably and without warning switch out of electric-only or electric assisted hybrid mode and lose acceleration power and torque for a period of time, while

driving either in the city or on highway, and/or (b) automatically, improperly, inexplicably and frequently switch into or lock into the Fuel and Oil Refresh Mode (“FORM”) for extended periods of time, which makes electric-only or electric assisted hybrid driving impossible (collectively the “Defect(s)”. Plaintiff reserves the right to amend these proceedings in order to include any other vehicle models sold by Defendants which have the same defects.

- 8.1. We also note that the FORM related Defect is particularly prevalent in cold weather and once this FORM related Defect triggers, Class Members such as the Plaintiff report having almost no access to electric-only or electric assisted hybrid vehicle operation for days, weeks, or months at a time, particularly, but not exclusively, during colder temperatures.
- 8.2. FCA commercialized and sold the Subject Vehicles in Quebec and the rest of Canada, which is well-known for having extremely cold weather/winters, without informing the Plaintiff and the Class Members of this FORM related Defect and in fact misrepresenting and advertising that the Subject Vehicles are designed to operate properly, effectively and efficiently in the Canadian climate, which is false (the whole representing additional misrepresentations and faults by FCA).
- 8.3. All the Defects therefore involve the Subject Vehicles inexplicably and often dangerously switching out of electric-only mode and/or electric assisted hybrid mode, putting the Class Members, the passengers and the public at risk of crash and costing the Class Members more in gas costs as well.
- 8.4. The Jeep Grand Cherokee 4xe Subject Vehicles and the Jeep Wrangler 4xe Subject Vehicles all use the same and/or substantially similar plug-in-hybrid powertrains and EV batteries, and they all suffer from the same above-detailed Defects.
- 8.5. FCA concealed these Defects for years and never informed or warned the Plaintiff and Class Members of these Defects.

The Situation:

9. This case concerns a concealed, dangerous and lingering defects in thousands of Subject Vehicles in Canada, namely Plug-In Hybrid Electric Vehicles (“PHEV”) which were designed, manufactured, marketed, and sold by FCA.
10. FCA marketed these plug-in hybrid Subject Vehicles as safe, reliable, and high performing vehicles that remained true to the rugged Jeep image and performance, while avoiding the gas guzzling propensities of other SUVs before it. Plaintiff and the Class Member paid a substantial premium (approximately \$5,000 and \$10,000 plus taxes, *à la carte*) for the Subject Vehicles, compared to similar models that were not plug-in hybrids (gas-only models).
11. FCA represents to consumers and Class Members that the “Plug-In Hybrid Electric Vehicles (PHEV) offer the best of both worlds: lower emissions and a fuel-saving electric motors combined with a range-expanding gasoline engine”¹.
12. What FCA failed to disclose and concealed, however, is that the Subject Vehicles are equipped with defective software and hardware which dangerously cause the vehicle to inexplicably and without warning switch out of electric-only or electric assisted hybrid mode and suddenly lose acceleration power and torque for a period of time (lasting approximately 30 seconds until the vehicle switches into gas only mode and can accelerate again), while driving (sometimes at relatively high speeds on highways, but also at low speeds in the city or when starting to drive after having been stopped at a red stop light). As mentioned above, the Subject Vehicles also automatically, improperly, inexplicably and frequently switch into or lock into the Fuel and Oil

¹ The whole as more fully appears from various extracts from the FCA Canada website regarding the 2023-2025 Jeep Grand Cherokee 4xe PHEV, copies of which are communicated herewith, *en liasse*, as **Exhibit P-24**.

Refresh Mode (“FORM”) for extended periods of time, which makes electric-only or electric assisted hybrid driving impossible (hereinafter collectively the “Defect(s)”).

13. As mentioned, the Defects cause the Subject Vehicles to suddenly lose acceleration power and torque, without warning while driving, and the vehicles then start slowing down uncontrollably. This represents a serious safety hazard since the sudden loss of acceleration power and torque can prevent the driver from completing required and very time sensitive manoeuvres such as speeding up, changing lanes, overtaking/passing another vehicle, avoiding obstacles or debris, avoiding an oncoming vehicle, avoiding a pedestrian, avoiding an animal, etc.
14. Indeed, during normal driving conditions, drivers must always be ready and able to speed up and have access to their vehicle’s full acceleration power and torque, in order to safely operate the vehicle and avoid crashes and other hazards. The Defects to the Subject Vehicles prevent this, representing a serious safety risk for the drivers, passengers and pets riding in the Subject Vehicles, for other drivers on the road, for pedestrians, and for the public in general.
15. Aside from this sudden and very dangerous loss of acceleration power and loss of torque, when the Defect occurs, the Subject Vehicle switches to gas-only mode and cannot be switched back to electric or hybrid mode during the same drive, which obviously increases the gas consumption costs for this plug-in hybrid vehicles, the whole representing additional damages suffered by Plaintiff and the Class Members.
16. The Defect has therefore not only put Plaintiff, Class Members, passengers, and members of the public in danger (as detailed hereinabove), it has also deprived the owners/lessees/users/consumers of the proper and normal use of their vehicles and of the very fuel efficiency and other benefits FCA touted.
17. When the Defects manifest themselves, the Subject Vehicles do not even

register a “code”, meaning the Subject Vehicles do not even register and record that something unusual has occurred, making it even harder on the Class Members to describe and demonstrate what has occurred when bringing in their vehicle for service, as evidenced by the Plaintiff’s personal fact pattern below (wherein the FCA dealership was unable or unwilling to recognize the existence of the issue/Defects, until Plaintiff was forced to show it to them by way of video and by personally test driving the vehicle with the FCA technician).

18. This compounds and aggravates the faults and negligence of FCA, by putting the onus and aggravation (and loss of time) on the consumer to demonstrate the existence of the Defects, which Defects are already well known by the Defendants, as detailed below.
19. Moreover, when trying and failing to address this issue, the FCA dealerships and service centers may provide gas-only loaner or rental cars to the Class Members (as was done for the Plaintiff), once against increasing the Class Members’ gas consumption costs and depriving them of the use of their plug-in hybrid vehicle (which is supposed to be more gas efficient and therefore less expensive to operate). This also represents additional damages and faults by FCA, claimed herein.
20. Despite knowing of the serious safety risks from the Defect, FCA continues to sell and lease the Subject Vehicles to Plaintiff and Class Members without disclosing the Defect, and Defendants have still not yet addressed the root cause of the Defect. Indeed, FCA does not currently have a remedy or fix to address the Defects, and FCA has not bought back the Subject Vehicles from the Class Members and the Plaintiff.
21. However, and notwithstanding this important safety risk and danger for users, for passengers and for the public at large, as at the date of the filing of the original Application for Authorization to Institute a Class action herein on July 7, 2025, FCA (...) had not announced a recall of the Subject Vehicles.
22. Instead, FCA negligently permits the Class Members to continue driving these

dangerous and hazardous Subject Vehicles, representing further faults which also warrant an award of punitive damages herein.

23. Finally, as mentioned above, we note that the Subject Vehicles can be operated in 3 different “modes”, namely: (i) E-save mode which is the gas-only mode, (ii) Hybrid electric assisted mode which uses both the gas engine and the high-voltage electric mode, and (iii) Electric-only mode, which only uses the electric high-voltage battery. The Subject Vehicles indeed have 3 buttons permitting the users to choose which of these three modes they want to use. However, when the Defect manifests itself, the users cannot change modes during that same drive.
24. In addition, as mentioned above, FCA uses the acronym “FORM” which stands for “Fuel and Oil Refresh Mode”. The Subject Vehicles are apparently pre-programmed by FCA to switch into “FORM” mode when the vehicle is operated for extended periods without running the gas engine, in which case FCA represents that the fuel within the tank can become stale and/or the engine oil’s lubricating properties can be reduced as the vehicle’s engine is not operating under its normal engine operating temperatures. FCA therefore pre-programs the Subject Vehicles to switch into FORM in such scenarios. There is no button permitting users to engage or disengage the FORM mode.
25. Switching into FORM mode therefore engages the gas-only mode, which therefore increases the gas consumption costs of the Subject Vehicles.
26. The Defects alleged herein also include the Subject Vehicles inexplicably remaining in gas-only mode for no reason (for instance during winter months) and/or the Subject Vehicles switching into FORM mode, without warning or reason, even when the gas engine has recently been used and/or when new oil has been added or replaced into the Subject Vehicle (making a switch to FORM mode not required), the whole as evidenced by the Plaintiff’s specific fact pattern detailed hereinbelow.

26.1. Concerning this particular FORM related Defect, the Plaintiff communicates herewith, as though recited at length herein for the purposes of further fulfilling the burden to demonstrate an arguable case pursuant to Article 575 C.C.P., the Consolidated Amended Class Action Complaint filed on December 20, 2023 before the United States District Court for the District of Delaware, in the file of *Crowell et al v. FCA U.S. LLC*, bearing case number 1:23-cv-00013, as **Exhibit P-25** (the “**US FORM Class Action**”).

26.2. In addition, the Plaintiff also communicates herewith, as though recited at length herein, the September 27, 2024 Order and Memorandum Opinion of the Honorable Justice Maryellen Noreika of the United States District Court for the District, which mostly dismissed FCA US LLC’s motion to dismiss the US FORM Class Action Complaint, as **Exhibits P-26.1 and P-26.2**;

26.3. To date, FCA has not issued a recall concerning the FORM related Defect and has not been able to fix this FORM related Defect, which Defect was also experienced by the Plaintiff, as more fully detailed below.

26.4. The US FORM Class Action was initially instituted in Delaware USA on or about January 5, 2023, although Plaintiff was only made aware of its existence after having instituted the present class action proceedings (in which original Application for Authorization Plaintiff already described and alleged the FORM related Defect that he had himself experienced).

26.5. FCA was already aware of and concealed the FORM related Defect and was already aware of the US FORM Class Action before selling the Subject Vehicle to the Plaintiff in December 2024 (as detailed below) and before selling or leasing other Subject Vehicles to other Class Members herein, the whole without fixing the said FORM Defect and without warning or informing the Plaintiff and Class Members (representing additional intentional faults, negligence and omissions).

26.6. As confirmed at paragraph 80 of the US FORM Class Action, FCA also issued an internal Technical Service Bulletin (“TSB”) regarding the FORM related Defect on December 23, 2022 that indicates that FORM cycles may be extended due to an issue with the PCM software, and provides for reprogramming that module, as appears from the following picture:

STELLANTIS PARTS & SERVICES		Technical Service Bulletin (TSB) Flash: Powertrain Control Module (PCM) Updates			
REFERENCE:	TSB: 18-162-22 GROUP 18 - Vehicle Performance	Date:	December 23, 2022	REVISION:	-
VEHICLES AFFECTED:	2022 (JL) Jeep Wrangler This bulletin applies to vehicles equipped with a 2.0L I4 DOHC DI Turbo PHEV Engine (Sales Code ECX).	MARKET APPLICABILITY: <input checked="" type="checkbox"/> NA <input checked="" type="checkbox"/> MEA <input checked="" type="checkbox"/> SA <input checked="" type="checkbox"/> IAP <input checked="" type="checkbox"/> EE <input checked="" type="checkbox"/> CH			
CUSTOMER SYMPTOM:	Customers may experience one or more of the following: <ul style="list-style-type: none"> Vehicle may not be able to enter electric mode driving while Fuel Oil Refresh Mode (FORM) is active. FORM staying on too long. 				
CAUSE:	PCM software				
REPAIR SUMMARY: This bulletin involves reprogramming the PCM with the latest available software.					
NOTE: Additional module flashes are required for this update to be effective, the following modules are all to be updated along with this PCM update: <ul style="list-style-type: none"> Hybrid Control Processor (HCP), Auxiliary Hybrid Control Processor (AHCP) also known as the Power Inverter Module (PIM). Transmission Control Module (TCM). 					
CLAIMS DATA:					
Labor Operation No:	Labor Description	Skill Category	Labor Time		
18-19-06-FX	Module, Powertrain Control (PCM) - Reprogram (0 - Introduction)	1 - Engine Repair and Performance	0.3 Hrs.		
Failure code	CC	Customer Concern			
RELATED TIME ALLOWANCE:					

the whole as more fully appears from paragraph 80 of the US FORM Class Action and from the online forum which posted the above picture, namely <https://www.jlwranglerforums.com/forum/threads/form.106822/>, a copy of which is communicated herewith, as **Exhibit P-27**.

26.7. However, this 2022 TSB and software reprogramming clearly did not resolve the FORM related Defect which was later experienced by the Plaintiff in his subsequent 2025 Model Year (MY) Jeep Grand Cherokee 4xe, as detailed below, and by other Class Members and consumers while driving their Subject Vehicles (who are unable to drive in electric-only or hybrid mode for long periods of time when the FORM related Defect occurs, especially during cold weather).

26.8. Accordingly, and notwithstanding this prior knowledge by FCA of the existence of the FORM related Defect, FCA continued to manufacture, commercialize and sell the subsequent model years of the Subject Vehicles without actually remedying this FORM related Defect and without issuing a recall, representing additional intentional faults, negligence and omissions by FCA.

27. Plaintiff therefore brings this class action on behalf of himself and the proposed Class of owners, lessees and users of a Subject Vehicle, to hold FCA accountable for its defective products and the damages these consumers, owners, lessees or users have incurred as a result, including without limitation the decrease in value of the vehicle, gas costs, transportation costs, parking charges, parking tickets, towing costs, repair costs, rental costs, aggravation, inconvenience, fear, stress, loss of time, etc.

28. The Defects expose Plaintiffs and Class Members, as well as the public at large, to an unreasonable risk of accident, injury, death, or property damage from the Subject Vehicles.

29. The serious danger from the Defect is real and ongoing.

- 29.1. As appears from the Court record herein, the original Application for Authorization to Institute a Class Action was filed on July 4, 2025 (following months of Plaintiff's Subject Vehicle remaining in FCA's authorized dealership's possession, without being fixed (as more fully detailed in the next section below).
- 29.2. To the present date (December 15, 2025), Plaintiff's Subject Vehicle has still not been fixed nor returned to the Plaintiff (as detailed in the next section below as well).
- 29.3. However, two months after the present class proceedings were filed, namely on September 4, 2025, Defendants finally announced a recall admitting to the existence of the loss of drive power Defects mentioned above, for only some of the Subject Vehicles, but offering no solution and no remedy to Plaintiff or the Class Members.
- 29.4. Indeed, on September 4, 2025, Defendants issued their FCA Recall 73C in both Canada and the United-States.
- 29.5. In Canada, FCA Recall 73C is associated to the Transport Canada's Recall Number 2025-453, the whole as more fully appears from a copy of the Transport Canada Recall 2025-453, communicated herewith as **Exhibit P-28**.
- 29.6. Said P-28 Transport Canada Recall 2025-453 confirms the existence of the loss of drive power Defects affecting 3,476 Jeep Grand Cherokee 4xe Subject Vehicles in Canada, that the Defects increase the risk of a crash, and that Defendants still do not have a remedy for said Defects, the whole as follows:

"Recall Description

Issue:

On certain vehicles, a software problem in the hybrid control processor could cause a loss of power to the wheels.

Note: This recall only affects plug-in hybrid (PHEV) models.

Safety Risk:

A sudden loss of power to the wheels could increase the risk of a crash.

Corrective Actions:

FCA Canada will notify owners in writing. The corrective actions for this recall are under development.”

29.7. In the United-States, FCA Recall 73C is associated to the National Highway Traffic Safety Administration (hereinafter “NHTSA”) Recall No 25V576, the whole as more fully appears the various documents presently on the NHTSA website in relation to said NHTSA Recall No 25V576000, communicated herewith, *en liasse*, as **Exhibit P-29**.

29.8. The NHTSA “Part 573 Safety Recall Report 25V576” document dated September 4, 2025, which is included in Exhibit P-29, confirms the following:

- a) That 2022-2026 model years (“MY”) Jeep Grand Cherokee Plug-In Hybrid Electric Vehicles (“PHEV”) are affected by the Defects, namely admitting that: “Some 2022-2026 MY Jeep Grand Cherokee Plug-In Hybrid Electric Vehicles (“PHEV”) may experience an overloading of the Battery Pack Control Module (“BPCM”) microprocessor resulting in a BPCM reset. During some BPCM resets, the Hybrid Control Processor (“HCP”) incorrectly interprets a signal from the BPCM.”;
- b) That the affected Subject Vehicles date back to at least the 2021 model year when the Jeep Wrangler 4xe models were introduced:

“The suspect period began on July 23, 2021, when suspect HCP software was introduced in vehicle production.”;

- c) “A BPCM reset which is incorrectly interpreted by the HCP may cause a loss of propulsion.”;
- d) “An unexpected loss of propulsion can cause a vehicle crash without prior warning.”;
- e) “As of August 18, 2025, FCA US is aware of 96 customer assistance records, 110 field reports, and 320 other service records potentially relating to this issue for all markets with dates of receipt ranging from December 23, 2024, to August 8, 2025.”;
- f) “On August 28, 2025, FCA US determined, through the Vehicle Regulations Committee, a defect affecting motor vehicle safety potentially exists on all affected vehicles.”;
- g) That FCA does not have a remedy available: “Remedy under development”;
- h) “**09/04/2025: FCA US will notify dealers on or about 09/11/2025 and begin notifying owners on or about 10/23/2025.”.

29.9. The “FCA US LLC Recall Part Numbers” document dated September 4, 2025, which is included in Exhibit P-28, confirms that 2022-2026 MY Jeep Grand Cherokee Plug-In Hybrid Electric Vehicles (“PHEV”) are all affected by the Defects.

29.10. The NHTSA letter to Chrysler (FCA US, LLC) dated September 5, 2025, which is included in Exhibit P-29, confirms the following:

- a) “Chrysler (FCA US, LLC) is recalling certain 2022-2026 Jeep Grand Cherokee Plug-In Hybrid Electric (PHEV) vehicles. A software error within the hybrid control processor may result in a loss of drive power.”;

- b) “A loss of drive power increases the risk of a crash.”;
- c) “The remedy is currently under development.”;
- d) “Remedy Not Supplied”.

29.11. The FCA US LLC “New Safety Recall Advanced Communication – 73C”, which FCA issued internally to its US FCA dealers and not to consumers, dated 09/05/2025, which is included in Exhibit P-29, confirms the following:

- a) “Some of the above Vehicles may experience an overloading of the Battery Pack Control Module (BPCM) microprocessor resulting in a BPCM reset. During some BPCM resets, the Hybrid Control Processor (HCP) incorrectly interprets a signal from the BPCM. A BPCM reset which is incorrectly interpreted by the HCP may cause a loss of propulsion. An unexpected loss of propulsion can cause a vehicle crash without prior warning.”;
- b) “The remedy for this condition is currently under development and not available.”;
- c) “This recall is estimated to launch in 4th Quarter of 2025.”.

29.12. The FCA US LLC “New Safety Recall Advanced Communication – 73C” document, which FCA issued internally to its US FCA dealers and not to consumers, dated 09/11/2025, which is included in Exhibit P-29, confirms the following:

- a) “FCA US LLC (FCA US) has announced a safety recall on certain 2022-2026 model year (WL) Jeep Grand Cherokee Plug-In Hybrid Electric Vehicles (PHEV).”;
- b) VINs identified as being involved in this campaign are currently live and searchable. **Stop sale is in effect for the above-identified vehicles.**”;

- c) “Vehicles impacted by a stop sale are eligible for reimbursement allowance through the Recall Floorplan Reimbursement Policy (RFPRP), which can be requested upon recall claim submission.” (this reimbursement being apparently offered internally to FCA dealers and not to consumers and Class Members);
- d) “Some of the above Vehicles may experience an overloading of the Battery Pack Control Module (BPCM) microprocessor resulting in a BPCM reset. During some BPCM resets, the Hybrid Control Processor (HCP) incorrectly interprets a signal from the BPCM. A BPCM reset which is incorrectly interpreted by the HCP may cause a loss of propulsion. An unexpected loss of propulsion can cause a vehicle crash without prior warning.”;
- e) “FCA US will conduct a voluntary safety recall on all affected vehicles to reprogram the HCP. The remedy for this condition is not currently available. Dealers will be notified of the launch of this safety recall by way of established communication methods. This recall is estimated to launch in 4th Quarter of 2025.”.

29.13. Accordingly, this FCA US LLC “New Safety Recall Advanced Communication – 73C”, dated 09/11/2025 (which is included in Exhibit P-29) *inter alia* confirms that a “Stop sale is in effect for the above-identified vehicles.”.

29.14. The FCA Recall 73C does not include the Jeep Wrangler 4xe Subject Vehicles, although they too suffer from said Defects.

29.15. Notwithstanding this above-detailed FCA Recall 73C, which FCA only announced on September 4, 2025 (namely 2 months after the present class action was instituted), and as more fully detailed below in the next section below, as of the date of the present amendment on December 15, 2025, Defendants have still not repaired and returned the Plaintiff’s Subject Vehicle, since FCA is unable to properly address all of the Defects affecting

the Subject Vehicles and FCA is unable to confirm that the Plaintiff's Subject Vehicle is indeed safe.

29.16. As confirmed below, Plaintiff's Subject Vehicle has continuously been in the Defendants' authorized dealership's possession since April 30, 2025.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PLAINTIFF

30. Plaintiff previously leased a 2021 Jeep Wrangler 4xe plug-in hybrid vehicle also manufactured by FCA, which was riddled with a series of ineffective recalls regarding its high-voltage battery, which defects to this date are also not resolved by FCA and render the vehicles unsafe to drive. That is already the focus of a separate still pending authorized class action proceeding bearing Court number 500-06-001342-241 (which concerns FCA's 2021-2025 (...) Jeep Wrangler 4xe plugin hybrids and FCA's 2022-2025 (...) Jeep Grand Cherokee 4xe plug-in hybrids). In this regard, Plaintiff decided to terminate the lease for his said unsafe 2021 Jeep Wrangler 4xe, incurring a loss of over \$6,000, and Plaintiff is therefore a class member included in that other class action proceeding.
31. That being said, because of his previous experience driving the FCA 2021 Jeep Wrangler 4xe plug-in hybrid for many years, Plaintiff was and is well aware and accustomed to how such hybrid vehicles are supposed to function and operate.
32. On December 19, 2024, Plaintiff therefore cancelled the lease for his 2021 Jeep Wrangler 4xe vehicle (because of the battery-related defects affecting that vehicle, which are the focus of that other Class Action) and returned said vehicle to the Des Sources Dodge Chrysler Jeep dealership, which is located in Dollard des Ormeaux, Montreal, Quebec (hereinafter the "**Des Sources FCA Dealership**"), an authorized FCA dealership.
33. That same day of December 19, 2024, Plaintiff met with Sebastien Carty, the sales manager at the Des Sources FCA Dealership, who showed him a brand-new 2025 Jeep Grand Cherokee Altitude 4xe plug-in hybrid, which they had

apparently just received.

34. The said sales manager and the dealership's owner represented to the Plaintiff that the said 2025 Jeep Grand Cherokee Altitude 4xe plug-in hybrid was much better than Plaintiff's previous 2021 Jeep Wrangler 4xe plug-in hybrid. The sales manager and dealership owner also conducted (in front of the Plaintiff) a computer search for any recalls regarding said 2025 Jeep Grand Cherokee Altitude 4xe plug-in hybrid, representing and confirming that no recalls are outstanding on said new vehicle and that any issues which were plaguing the previous 4xe plug-in hybrid models were not affecting this so-called new and improved 2025 Jeep Grand Cherokee 4xe model. (As detailed below, these representations were indeed false and incorrect, since FCA ultimately announced its FCA Recall 68C which includes the Plaintiff's 2025 Grand Cherokee 4xe under the same battery defects).

34.1. Moreover, the sales manager did not inform or warn Plaintiff about the FORM related Defect either, although FCA was already well aware of it and had not fixed the issue in question in any previous model years, as mentioned above.

35. In addition, the sales manager pressured Plaintiff, suggesting that Plaintiff needed to decide extremely quickly, since certain government (Quebec and Federal) grants for hybrid vehicles were expiring as of early January 2025. This meant that waiting until 2025 to purchase a new vehicle would cost more since it would not offer such government grants to reduce the purchase price.
36. Plaintiff believed and relied upon all the above which was represented to him by the sales manager on December 19, 2024.
37. Accordingly, that same day of December 19, 2024, Plaintiff signed a "*Contrat de vente – véhicule neuf*" with the Des Sources FCA Dealership (signed by said Sebastien Carty), for the purchase of a brand-new 2025 Jeep Grand Cherokee Altitude 4xe plug-in hybrid, bearing vehicle identification number ("**VIN**"): [REDACTED], for the total purchase price of **\$86,292.14**, the whole as more fully appears from a copy of the Plaintiff's said purchase contract,

communicated herewith as **Exhibit P-3**.

38. Only a mere 4 days after purchasing his brand-new Subject Vehicle, namely as of December 23, 2024, Plaintiff started intermittently seeing either the “Service Hybrid System” and/or “Electric Mode Temporarily Unavailable” warning lights appearing on the dash screen of his Subject Vehicle, coupled with the said vehicle struggling in hybrid or electric mode then passing inexplicably and without warning into gas-only mode. This occurred multiple times between December 23, 2024 and January 7, 2025 (while Plaintiff was on a road trip in New York (USA) during the holiday season).
39. On January 7, 2025, the Plaintiff brought in his said Subject Vehicle back to the Des Sources FCA Dealership to have this “Service Hybrid System” and/or “Electric Mode Temporarily Unavailable” warning lights issue addressed and fixed (since the vehicle was less than a month old – i.e. brand new).
40. The Des Sources FCA Dealership’s service department purported to inspect the Plaintiff’s Subject Vehicle and misrepresented to the Plaintiff that all was operating normally and that no “codes” had been registered by the vehicle, indicating:
 - a) “NO FAULT FOUND”, “CHECK WITH WI-TECH NO MESSAGE FOUND, NO CODE, CAN NOT DUPLICATE THE PROBLEM”, and
 - b) “check customer complaint, cannot duplicate the problem, no code”.
41. The Des Sources FCA Dealership’s service department therefore returned the Subject Vehicle to the Plaintiff the next day, on January 8, 2025, without having conducted any repairs whatsoever.
42. Plaintiff communicates as **Exhibit P-4**, the January 8, 2025 Des Sources FCA Dealership’s Service Invoice bearing number 72067.
43. Plaintiff believed and relied on the Des Sources FCA Dealership’s service department misrepresentations on January 8, 2025 to the effect that his Subject

Vehicle was safe and did not require repairs, which is indeed false. This visit represents additional damages in aggravation and loss of time for the Plaintiff, claimed herein against FCA.

44. It should be noted that during that January 7-8, 2025 service visit (Exhibit P-4), the Des Sources FCA Dealership's service department apparently added 362 KMs on the Plaintiff's Subject Vehicle (the said Service Invoice confirming the odometer reading at 2,000 KMs when the vehicle was brought in by the Plaintiff and the odometer reading at 2,362 KMs when the vehicle was returned to the Plaintiff the next day). This addition of extra kilometers represents additional wear and tear on Plaintiff's vehicle and a reduction in the vehicle's resale value (since pre-owned vehicles with more kilometers are worth less than the same vehicles with less kilometers). Therefore, in this regard, Plaintiff refers to extracts from the *Revenu Québec* website, communicated herewith as **Exhibit P-5**, confirming that kilometers can be charged at \$0.72 per kilometer. Accordingly, 362 KMs multiplied by \$0.72 = **\$260.64**, which Plaintiff subsidiarily claims from Defendants herein, *sauf à parfaire* (the amount of this claim may be adjusted following an eventual expert report on the merits which would *inter alia* confirm the actual reduction in resale value caused by the Defects and the addition of extra unnecessary kilometers).
45. Plaintiff drove his Subject Vehicle during that winter 2025 noticing that the neither the fully Electric Mode nor the Hybrid Mode would engage during many / most drives, and therefore the gas-only mode was engaged most of the time (therefore circulating both the gas and oil in the vehicle). However, Plaintiff also noticed that the Subject Vehicle would sometimes inexplicably switch into "FORM" mode as well, which made absolutely no sense since he was driving in gas-only mode most of the time that winter, namely the FORM related Defect, as mentioned above.
46. Plaintiff therefore visited the Des Sources FCA Dealership's service department, on multiple occasions during that 2025 winter (representing additional damages in aggravation and loss of time for the Plaintiff, claimed

herein). Each time, Plaintiff reiterated and explained these issues that he was experiencing and enquired as to what they can do to fix the situation.

47. Plaintiff was told each time by the Des Sources FCA Dealership's service department that this is all normal during winter / cold months. The FCA Dealership did not inform Plaintiff of the existence of the US FORM Class Action and obviously did not mention to Plaintiff that his Subject Vehicle was experiencing the FORM related Defect that had been plaguing previous model years of the Subject Vehicles, to FCA's knowledge.
48. During one said instance, "Jenny" at the Des Sources FCA Dealership's service department also indicated and represented that this was all normal since Plaintiff's 2025 Jeep Grand Cherokee 4xe Subject Vehicle was programmed differently than Plaintiff's previous 2021 Jeep Wrangler 4xe hybrid vehicle (which Wrangler would operate more often in Electric Mode and/or Hybrid Mode during winter/cold months). Plaintiff believed and relied upon the said service department's misrepresentations, not knowing that the Defects were causing these issues as well.
49. However, by April 2025 which was obviously a warmer month, the Defects and issues were still being experienced by the Plaintiff.
50. Indeed, between April 24 and 27, 2025, Plaintiff experienced the loss of drive power Defects at least three (3) different times while driving and Plaintiff recorded videos of said occurrences, Plaintiff each time showing and vocalizing what he was seeing and experiencing, copies of said videos are communicated herewith, as though recited at length, as **Exhibit P-6.1, P-6.2 and P-6.3**.
51. Therefore, on April 28, 2025, Plaintiff diligently brought in his new Subject Vehicle back to the Des Sources FCA Dealership's service department in order to change the oil and oil filter, in order to install summer tires, and in order to formally have inspected and addressed the Defects and issues in question, which cause the hybrid and electric modes to not function properly, the loss of acceleration power and torque, and the issue wherein the Subject Vehicle

would switch into FORM mode without warning and for no apparent reason.

52. The Des Sources FCA Dealership's service department took in the Plaintiff's Subject Vehicle and purported that it had reprogrammed the Battery Pack Control Module (BPCM) with new software and purported to having road tested the Subject Vehicle in electric mode.
53. The Des Sources FCA Dealership's service department therefore represented to the Plaintiff that it had properly addressed the issues and that the new software update had fixed said issues, which was once again false.
54. The Des Sources FCA Dealership's service department therefore returned the Subject Vehicle to the Plaintiff the next day, on April 29, 2025. This visit represents additional damages in aggravation and loss of time for the Plaintiff, claimed herein against FCA.
55. Plaintiff communicates, as **Exhibit P-7**, the April 29, 2025 Des Sources FCA Dealership's Service Invoice bearing number 75909.
56. Surprisingly, although said P-7 Service Invoice mentions a "road test ok on electric mode", it does not indicate even one single kilometer having been driven during that April 28-29, 2025 service visit (indicating both the "in" and "out" odometer readings at 8,919 KMs). This discrepancy further demonstrates that FCA and its FCA dealerships are well-aware of the Defects but do nothing to remedy them.
57. The April 29, 2025 Service Invoice (P-7) states the following, which confirms that Plaintiff had remitted to "Jenny" at said dealership a copy of his personal video evidencing the Defects he had been experienced:

**** ELECTRICITE**** C/S THE HYBRID DOESNT WORK,
SOMETIMES FORM KICKS IN AND A FEW MINUTES AFTER
DISENGAGES – see Jenny – video has been taken”.

58. The very next day after retaking back his apparently "fixed" Subject Vehicle from the Des Sources FCA Dealership's service department, namely on April

30, 2025, Plaintiff experienced the same exact loss of drive power Defect and issues once again with his Electric and Hybrid modes being unavailable and the Subject Vehicle struggling and losing acceleration power and torque.

59. Plaintiff therefore immediately brought back his Subject Vehicle to the Des Sources FCA Dealership's service department that day (April 30, 2025).
60. Plaintiff's Subject Vehicle has remained in the possession of the Des Sources FCA Dealership ever since April 30, 2025 including up until the date of the present amendment on December 15, 2025, and said dealership has been unable to fix the issues (namely over 2 months as at the date of the filing of the (...) original Application to Authorize the Bringing of a Class Action and over seven (7) months to date).
61. Approximately a week later, namely on May 8, 2025, Plaintiff visited the Des Sources FCA Dealership to ask for an update about his Subject Vehicle. The Des Sources FCA Dealership's service manager, Jean-Marc Quesnel, told Plaintiff that the FCA service department had found nothing wrong with the vehicle since they could not recreate the issue (after apparently test-driving the vehicle for many kilometers).
62. Plaintiff refused to accept this "explanation" since he had himself experienced the Defects multiple times and in fact provided the FCA dealership with details and a video recording of said loss of drive power Defects manifesting themselves, as mentioned above.
63. The Des Sources FCA Dealership's service manager, Jean-Marc Quesnel, then shockingly told Plaintiff that the Subject Vehicle was not meant to be driven in electric mode, which is not only wildly abusive and wrong, but which would signify that FCA had commercialized and advertised the Subject Vehicles as having a fully electric mode² (with a designated button to engage said electric mode), whereas the Subject Vehicles were actually not meant to

² The whole as more fully appears from various extracts from the FCA Canada website regarding the 2023-2025 Jeep Grand Cherokee 4xe PHEV (**Exhibit P-24, en liasse**).

be driven in fully electric mode³. Plaintiff refused to accept these new assertions by the service manager.

64. Plaintiff therefore immediately went to see (that same day) the sales manager Sebastien Carty who had sold him the vehicle in December 2025, in order to relay what Mr. Quesnel had just told him. Mr. Carty then proceeded to the service department to speak to Mr. Quesnel directly.
65. Mr. Carty then met with Plaintiff again. Plaintiff asked him to take back the Subject Vehicle and cancel the sale, since the vehicle was clearly defective. Mr. Carty refused to do so and asked Plaintiff to contact FCA Canada directly.
66. This visit represents additional damages in aggravation and loss of time for the Plaintiff, claimed herein against FCA.
67. That same day (May 8, 2025), Plaintiff indeed contacted the FCA Canada Customer Care department, explaining the Defects he was experiencing with his Subject Vehicle and asking for assistance with his clearly defective Subject Vehicle, namely asking FCA to take back the Subject Vehicle.
68. Plaintiff received an automated response email on May 8, 2025 confirming his case number as being #92937406, a copy of which email is communicated herewith as **Exhibit P-8**. FCA is summoned to communicate to the undersigned attorneys and to file into the Court record all reports, communications, audio recordings, videos, and notes included in said FCA case #92937406 in relation to the Plaintiff's case and Subject Vehicle.
69. The next day, namely on May 9, 2025, Plaintiff received a call from "Joriel" at FCA Canada Customer Service, who confirmed that he had been assigned to Plaintiff's case. Plaintiff asked Joriel to confirm his contact information by email, which Joriel did that same day, as appears from the May 9, 2025 exchange of emails between Joriel at FCA Canada and Plaintiff, communicated

³ This would further justify annulling the sales or lease agreements for the Subject Vehicles.

herewith as **Exhibit P-9**.

70. Plaintiff did not hear back from anyone regarding his Subject Vehicle.
71. Accordingly, on May 15, 2025, Plaintiff visited the Des Sources FCA Dealership once again to ask for an update about his Subject Vehicle. The service department manager, Mr. Quesnel, once again told Plaintiff that they could not recreate the loss of drive power issue and that he had been instructed by FCA Canada to “kick the car back to” the Plaintiff, meaning to return the vehicle back to Plaintiff without repairing it.
72. Plaintiff refused to accept to retake possession of this still defective and unsafe vehicle.
73. Plaintiff therefore insisted on taking the vehicle out for a further test-drive together with the same technician who had apparently driven his vehicle for days. Approximately 30 minutes into said test-drive together with the FCA technician, Plaintiff experienced the loss of drive power Defects and the said technician witnessed and confirmed the existence of the Defects as well. Plaintiff and the technician then returned to the Des Sources FCA Dealership.
74. The Des Sources FCA Dealership service department representative could therefore no longer deny that Plaintiff’s Subject Vehicle was affected by the Defects, although FCA still had no remedy or fix for same.
75. The Des Sources FCA Dealership service department representative suggested that Plaintiff take back his vehicle and only drive it in gas-only mode, which is again wildly abusive and unreasonable, and which would have stripped Plaintiff of the very hybrid and gas efficiency attributes which prompted him to purchase this hybrid vehicle in the first place (at an approximate \$10,000 premium).
76. This also confirmed once again that FCA and their dealership agents (namely the Des Sources FCA Dealership) where unable to fix the issue and Defects. This long visit and test drive represent additional damages in aggravation and

loss of time for the Plaintiff, claimed herein against FCA.

77. Having still not heard back from Joriel at FCA Canada since the May 9, 2025 emails (P-9), Plaintiff sent a further email that same day of May 15, 2025, asking to be contacted, the whole as more fully appears from a copy of said May 15, 2025 email, communicated herewith, as **Exhibit P-10**.
78. FCA and Joriel did not respond and did not contact Plaintiff.
79. Having still not heard back from Joriel at FCA Canada, Plaintiff sent a further email on May 30, 2025 confirming that Joriel / FCA had failed to contact him in 3 weeks, that his Subject Vehicle had remained at the FCA dealership for a month without being fixed, specifically asking and putting FCA Canada on notice to buy back his Subject Vehicle, and putting FCA on notice that it would be held liable for Plaintiff's additional fuel (gas) costs, the whole as more fully appears from a copy of said May 30, 2025 email, communicated herewith, as **Exhibit P-11**.
80. FCA and Joriel did not respond and did not contact Plaintiff further to this P-11 email either.
81. Having still not heard back from Joriel at FCA Canada once again, Plaintiff sent a further email on June 5, 2025 at 9:33 AM, confirming that Plaintiff had left Joriel / FCA "several messages both by email and telephone", that Joriel / FCA had never responded to these messages, that Plaintiff's Subject Vehicle had been at the FCA dealership since April 30, 2025, and neither FCA nor the dealership have given him any updates (which Plaintiff confirmed is unacceptable). Plaintiff therefore demanded to be contacted before the end of that day, with a confirmation as to whether FCA can repair the vehicle in a timely manner or whether FCA would take back his Subject Vehicle. Plaintiff communicates the said June 5, 2025 email, as **Exhibit P-12**.
82. On June 6, 2025 the Des Sources FCA Dealership's service manager Jean-Marc Quesnel left the following voice message for Plaintiff, a copy of which is

communicated herewith as **Exhibit P-13**:

"Hi [REDACTED],

It's Jean-Marc from Des Sources. We got news back from the engineers. They found the fault in the software that's causing your issue. Now they're working on a software update to fix it. I have no ETA when that update will be coming out though. So it could be next week, it could be in a month, I honestly have no clue. So we have two options. One, you stay in the replacement car until the software update comes out, or two, you pick it up and we let you know when the software update's out and you bring it back to us."

83. Accordingly, the Des Sources FCA Dealership's service manager had now confirmed that there was indeed a Defect affecting Plaintiff's Subject Vehicle, that FCA was still unable to fix it and that FCA had no reasonable timeline (ETA) as to if and when it can properly address the Defect. Notwithstanding these admissions, FCA has continued to refuse to buy back / take back Plaintiff's dangerous defective Subject Vehicle.
84. Having still not heard back from anyone, Plaintiff sent a further email on June 17, 2025 to Jean-Marc Quesnel at the Des Sources FCA Dealership, asking for a status update for his Subject Vehicles, the whole as more fully appears from a copy of said June 17, 2025 email, communicated herewith, as **Exhibit P-14**.
85. No one contacted Plaintiff that day.
86. The next day, on June 18, 2025, Plaintiff sent a further email to Jean-Marc Quesnel at the Des Sources FCA Dealership, requesting once again a status update regarding his Subject Vehicle, the whole as more fully appears from a copy of said June 18, 2025 email, communicated herewith, as **Exhibit P-15**.
87. That same day of June 18, 2025, Jean-Marc Quesnel responded to Plaintiff confirming that he had "reached out to the engineers, they are still working on the update". Plaintiff wrote back immediately asking for a more specific timeline, the whole as more fully appears from a copy of said June 18, 2025

exchange of emails, communicated herewith, as **Exhibit P-16**.

88. Having still not received any detailed responses, updates or timeline, on June 19, 2025, Plaintiff wrote to Jean-Marc Quesnel at the Des Sources FCA Dealership asking for a copy of the complete service history for Plaintiff's Subject Vehicle.
89. Jean-Marc Quesnel at the Des Sources FCA Dealership provided the history reports regarding the Plaintiff's Subject Vehicle that same day of June 19, 2025, and also confirmed that "The engineers answered back unfortunately they do not have a (sic) ETA for the software update".
90. Plaintiff wrote back that same day (June 19, 2025), asking for the missing current work order (since his Subject Vehicle was still at the Des Sources FCA Dealership since April 30, 2025) and asking further follow-up questions regarding the issues effective the Subject Vehicles and the timeline for a remedy.
91. Plaintiff communicates the June 19, 2025 exchange of emails in question, together with the previous service history documents provided by Jean-Marc Quesnel at the Des Sources FCA Dealership (which are already communicated above as Exhibits P-4 and P-7), communicated herewith, *en liasse*, as **Exhibit P-17**.
92. Having not received a further response from Jean-Marc Quesnel that day, Plaintiff sent him a follow up email the next day, June 20, 2025, a copy of which is communicated herewith as **Exhibit P-18**.
93. On June 23, 2025, Joriel at FCA Canada sent a relatively useless email to Plaintiff, merely confirming how Plaintiff can contact FCA Canada (either online or by mail) but Joriel failed to provide any further updates regarding Plaintiff's Subject Vehicle, the whole as more fully appears from a copy of the June 23, 2025 email, communicated herewith, as **Exhibit P-19**.
94. On June 25, 2025, Jean-Marc Quesnel at the Des Sources FCA Dealership

provided Plaintiff with a copy of the current (ongoing) work order for Plaintiff's still unfixed Subject Vehicle and admitted the following:

Good morning, here is the current work order, the software update is being developed by the engineers... It is affecting grand Cherokee 4xe 23 to 25 that we have seen so far not just yours. Unfortunately, I do not have a timeline when this software update will come out. Hopefully not months! As for what is happening to your vehicle after a certain time of driving for some reason the car will code and you will lose your gas pedal when you're in electric mode until your car kicks into gas mode.

For the reimbursement of the extra gas, you are using it will have to be with FCA Canada not with the dealer itself. I believe you already have a case open with them.

I will have a hybrid hornet available later today.

Thank you have a good day!

the whole as more fully appears from the June 25, 2025 exchange of emails between Jean-Marc Quesnel at the Des Sources FCA Dealership and Plaintiff, together a copy of the "current work order" as at that date (which was sent to the Plaintiff in the form of an invoice bearing Service Invoice number 76045 and dated June 25, 2025 (although he vehicle was not returned to Plaintiff), communicated herewith, *en liasse*, as **Exhibit P-20.1 and P-20.2 respectively**.

95. Accordingly, as appears from the Exhibit P-20.1 email, FCA through its agent Jean-Marc Quesnel, the Service Manager at the Des Sources FCA Dealership, has admitted and confirmed the following:

a) "*As for what is happening to your vehicle after a certain time of driving for some reason the car will code and you will lose your gas pedal when you're in electric mode until your car kicks into gas mode*", therefore specifically confirming the existence of the Defects as experienced by the Plaintiff and as more fully detailed hereinabove;

- b) *“It is affecting grand Cherokee 4xe 23 to 25 that we have seen so far not just yours”*, confirming that this is a widespread common Defect affecting not only Plaintiff’s Subject Vehicle but also all other Subject Vehicles, namely all 2023 to 2025 FCA Jeep Grand Cherokee 4xe plug-in hybrid vehicles, and confirming that FCA and its dealers have already previously encountered these same Defects for other Class Members and Subject Vehicles included in the Class (without recalling the vehicles);
- c) *“the software update is being developed by the engineers” -AND- “Unfortunately, I do not have a timeline when this software update will come out. Hopefully not months!”*, which confirms that FCA still has no fix or remedy for the Defects affecting the Subject Vehicles and that it may take months, if not longer (accordingly, Defendants have defaulted in providing and having available non-defective replacement parts for the Subject Vehicles within reasonable and/or legal delays);
- d) *“For the reimbursement of the extra gas, you are using it will have to be with FCA Canada not with the dealer itself”*, confirming that FCA does not presently have any program to compensate Plaintiff and the other Class Members for the losses and expenses caused by the Defect, including extra gas (fuel) charges.

96. As for the “current work order” provided by Mr. Quesnel, Exhibit P-20.2, it specifically confirms and admits that the:

“(problem is in the program of hybrid system) no up-date available for yet”.

97. In addition, the “current work order” provided by Mr. Quesnel, Exhibit P-20.2, also confirms that 857 KMs had apparently been added to the Plaintiff’s Subject Vehicle in test drives since April 30, 2025. This addition of extra kilometers represents additional wear and tear on Plaintiff’s vehicle and a reduction in the vehicle’s resale value (since pre-owned vehicles with more kilometers are worth less than the same vehicles with less kilometers). Therefore, in this regard, Plaintiff’s once again refers to extracts from the *Revenu Québec*

website, Exhibit P-5, confirming that kilometers can be charged at \$0.72 per kilometer. Accordingly, 857 KMs multiplied by \$0.72 = **\$617.04**, which Plaintiff subsidiarily claims from Defendants herein, *sauf à parfaire* (the amount of this claim may be adjusted following an eventual expert report on the merits which would *inter alia* confirm the actual reduction in resale value caused by the Defects and/or addition of extra unnecessary kilometers).

98. On June 27, 2025, Plaintiff went to the Des Sources FCA Dealership to pick up a replacement hybrid loaner vehicle, as opposed to the series of different gas-only rental vehicles which had been provided to Plaintiff since April 30, 2025.
99. During that June 27, 2025 visit, Plaintiff reiterated his request to the Des Sources FCA Dealership owner and sales director to buy back / take back his defective Subject Vehicle. He was once again recommended to write to FCA Canada directly in this regard.
100. Accordingly, that same day, Plaintiff wrote a further formal demand letter to FCA Canada President, Jeff Hines (President - Canada, Stellantis North America), demanding for them to take back his Subject Vehicle and therefore annul his purchase contract, and asking for FCA to compensate him for all damages suffers, the whole within 7 days, since his Subject Vehicle is presently defective and unfixable, the whole as more fully appears from a copy of Plaintiff's June 27, 2025 email to Jeff Hines, communicated herewith, as **Exhibit P-21**.
101. On June 30, 2025, Plaintiff received a telephone call and follow up email from Connor (Top Care Specialist at FCA Canada Inc.), confirming Plaintiff's new case number as being #93489436, and promising an update. FCA is summoned to communicated to the undersigned attorneys and to file into the Court record all reports, communications, audio recordings, videos, and notes included in said FCA case #93489436 in relation to the Plaintiff's case and Subject Vehicle.

102. On July 3, 2025, Plaintiff received a call from Connor, the Top Care Specialist at FCA Canada Inc. During said call:
- a) FCA Canada (through Connor) confirmed that it was not sure what the ETA would be to repair Plaintiff's Subject Vehicle (confirming however that a repair is required);
 - b) FCA Canada (through Connor) took note of Plaintiff's repeated requests for FCA to buy back Plaintiff's defective Subject Vehicle and reimburse Plaintiff for all amounts paid or disbursed to date purchasing said vehicle (Plaintiff referring Connor to "Quebec Law" in general);
 - c) FCA Canada (through Connor) confirmed that FCA was nonetheless refusing to buy back Plaintiff's Subject Vehicle;
 - d) Connor confirmed that he was not even aware of the fact that Plaintiff's Subject Vehicle had remained at the Des Sources FCA Dealership since April 30, 2025, which is abusive;
 - e) Plaintiff asked Connor to confirm the content of that conversation in writing and Connor indicated that he could not confirm whether he is authorized to do so, since FCA apparently "typically" only "communicate[s] through phone" (for some reason).
103. FCA has therefore refused and failed to confirm the buy back of the Plaintiff's Subject Vehicle and FCA is still unable to properly remedy the Defects affecting the Plaintiff's and the other Class Members's Subject Vehicles, which Defects renders said vehicles unsafe, dangerous and more expensive to operate, let alone greatly reducing the driveability and enjoyment of using such vehicles.
104. Given the above and given that:
- (i) there has been over "three unsuccessful attempts" by FCA (through

its authorized FCA dealership - the Des Sources FCA Dealership) to repair the said Defects;

- (ii) that FCA still cannot repair the Defects;
- (iii) that the Plaintiff's Subject Vehicle has continuously remained in the possession of the FCA's authorized dealership for well over 30 days (namely at all times since April 30, 2025), without being repaired;
- (iv) that the Defects appeared within 3 years of the purchase of the Plaintiff's Subject Vehicle, namely within mere days of purchase (and indeed all the Subject Vehicles in the Class are less than 3 years old);
- (v) that the Plaintiff's Subject Vehicle (and likely all or most of the relatively new Subject Vehicles in the Class) has not covered more than 60,000 KMs, and
- (vi) that the Defects have rendered the Subject Vehicles unfit for their ordinarily intended purposes and/or substantially diminished their usefulness;

the Subject Vehicles are a "seriously defective automobiles" pursuant to the statutory definition provided for at Section 53.1 of the CPA. As such, the Subject Vehicles are deemed to be afflicted with a latent defect.

105. Indeed and as such, the Plaintiff's Subject Vehicle is a lemon (as are the remaining Subject Vehicles includes in the Class);

106. Plaintiff further invokes and relies upon the following legislative provisions (on his behalf and/or on behalf of the Class Members):

- Sections 37-42, 53, 53.1, 54, 215, 216, 218-221, 228, 261, 270 and

272 of the Consumer Protection Act, R.S.Q., c. P-40.1 (the “**CPA**”);

- Articles 1457, 1458, 1465, 1468, 1469, 1726, 1728-1730 of the Civil Code of Quebec, chapter CCQ-1991 (the “**CCQ**”);
- Sections 6 and 49 of the Quebec Charter of human rights and freedoms, chapter C-12 (the “**Quebec Charter**”);

107. Defendants, as manufacturer and distributor of the Subject Vehicles, are solidarily and directly liable towards Plaintiffs and the Class Members.

108. The Quebec CPA is a matter of protective public order.

109. As a professional seller, FCA has presumed and has actual knowledge of the Defects in their Subject Vehicles;

110. The Defects have and will further decrease the resale value of the Subject Vehicles.

111. In addition, driving the Subject Vehicles in gas-only mode would render useless the purchase of these hybrid vehicles, since that would strip the Class Members of the plug-in hybrid vehicle (PHEV) capabilities, benefits and fuel costs savings, and that would also render useless and worthless the premium paid by the Class Members when purchasing said vehicles, a further claim against FCA herein.

112. Accordingly, FCA presently cannot repair the Plaintiff’s and the Class Members Subject Vehicles, which remain unsafe and cannot be used as the plug-in hybrid vehicle Plaintiff and the Class Members bargained for.

113. In addition, FCA has failed to develop and announce (...) proper recalls regarding the Subject Vehicles in this regard.

114. Indeed, as at the date of the Plaintiff's original Application for Authorization to Institute a Class Action herein, filed on July 4, 2025, there were (...) no open or pending recalls regarding Plaintiff's Subject Vehicle VIN. In this regard, Plaintiff communicates:

- a) The Safety Issues & Recalls report dated July 3, 2025 from the US National Highway Traffic Safety Administration ("**NHTSA**") website, confirming that there are no open recalls regarding the Plaintiff's particular vehicle VIN, as **Exhibit P-22**; and
- b) July 3, 2025 extracts from the Defendants' own mopar.com website (which can be accessed via Defendants' Jeep.ca website, by clicking on TABS: Owners – Resources – Vehicle Recalls, and then being redirected to a VIN search tool), which confirm once again that FCA (...) had no open or outstanding "safety recalls", "emissions recalls", "Customer Satisfaction Notices" or "Warranty Extensions" regarding Plaintiff's particular VIN, as **Exhibit P-23**.

114.1. As mentioned above, a few months after the institution of the present class action proceedings, FCA announced its Recall 73C (Exhibits P-28 and P-29);

114.2. Accordingly, as appears from the December 14, 2025 extracts from the Defendants' own mopar.com website (which can be accessed via Defendants' Jeep.ca website, by clicking on TABS: Owners – Resources – Vehicle Recalls, and then being redirected to a VIN search tool), FCA now confirms that said Recall 73C is indeed applicable to Plaintiff's particular VIN and was indicated as being "Complete", the whole as more fully appears December 14, 2025, extracts from the Defendants' mopar.com website regarding the recalls affecting Plaintiff's VIN, communicated herewith as **Exhibit P-30**.

114.3. We note that although P-30 seems to confirm that Recall 73C had been completed on Plaintiff's Subject Vehicle, the Des Sources FCA Dealership has

not returned the Subject Vehicle to Plaintiff since it is not able to confirm that Plaintiff's Subject Vehicle is safe to drive and operate. The Plaintiff's Subject Vehicle is still in the possession of said Des Sources FCA Dealership since April 30, 2025, as already mentioned.

114.4. Accordingly, when comparing Exhibits P-23 and P-30, we note that since the institution of the present class action proceedings on July 4, 2025 and up until the date of the present amendment on December 15, 2025, three (3) different FCA recalls have been announced regarding Plaintiff's particular Subject Vehicle and VIN, namely FCA Recall 73C on September 4, 2025, FCA Recall 68C on October 10, 2025, and FCA Recall 78C on November 6, 2025.

114.5. FCA is shockingly unable to remedy and fix any of these three (3) recalls affecting Plaintiff's Subject Vehicle, since FCA has merely announced all three (3) recalls after the present class action was filed, without having any proper remedies available.

114.6. In this regard, we note that the FCA Recall 73C, announced on September 4, 2025, is related to the loss of drive power Defect which Plaintiff experienced, which is alleged in detail above and confirmed in Exhibits P-28 and P-29. FCA cannot remedy this Defect affecting Plaintiff's Subject Vehicle.

114.7. We also note that FCA Recall 68C, announced on October 10, 2025, is related to the battery defects which are already the subject of a separate authorized class action proceeding bearing Court number 500-06-001342-241 (which concerns FCA's 2021-2025 Jeep Wrangler 4xe plug-in hybrids and FCA's 2022-2025 Jeep Grand Cherokee 4xe plug-in hybrids), as alleged at paragraphs 30 and following above. As alleged in said paragraphs above, Plaintiff had only agreed to purchase his 2025 Jeep Grand Cherokee 4xe Subject Vehicle because the FCA dealership sales manager had misrepresented and erroneously confirmed that said battery defects (which had plagued Plaintiff's previous Jeep Wrangler 4xe vehicle) was not also affecting Plaintiff's 2025 Subject Vehicle, which ended up being a blatant lie.

114.8. Finally, FCA's Recall 78C, announced on November 6, 2025, details a further engine defect that can lead to a "catastrophic engine failure" leading to fire, unexpected and unrecoverable loss of drive power, crash without warning, injuries and property damages. Once again, FCA has merely announced this recall without having any remedies available. This recall will surely be the object of either a further amendment herein or a separate class action proceeding.

Plaintiff's Additional Facts Since the Initial Institution of these Class Action Proceedings on July 4, 2025:

114.9. On August 4 and 5, 2025, Plaintiff sent a request for a status update to FCA through its agents Jean-Marc Quesnel (the Service Manager) and Mr. Benny Bouganim (the General Manager) at the Des Sources FCA Dealership. The response he received was that they were still awaiting an update, the whole as more fully appears from the exchange emails in question, communicated herewith, as **Exhibit P-31**.

114.10. On August 4, 2025, the undersigned attorneys therefore put FCA on demand (through its attorneys) to confirm the exact plan and timeline for fixing the Plaintiff's Subject Vehicle, failing which to cancel the purchase and take back the said Subject Vehicle, within 7 days, a copy of the August 4, 2025 email is communicated herewith, as **Exhibit P-32**. FCA's attorneys did not respond to this email.

114.11. On August 8, 2025, Plaintiff went in person to the Des Sources FCA Dealership in order to ask for an update on his Subject Vehicle. He met with Mr. Quesnel and Mr. Bouganim, who both confirmed that other Class Members were also experiencing the same Defects and that there was still no remedy available.

114.12. On August 25, 2025, Plaintiff wrote the following email to both Mr. Quesnel and Mr. Bouganim at the Des Sources FCA Dealership:

“Good morning, Gentlemen,

Today is the 118th consecutive day that my car is parked in your yard.
That is over 47% of the time I have owned this vehicle.

Please send me a status update as soon as possible.”

the whole as more fully appears from a copy of said email, communicated
herewith, as **Exhibit P-33.**

114.13. As such, on August 25 and 29, 2025, the undersigned attorneys put FCA
on demand again (through its attorneys), asking them each time to reply to the
previous August 4, 2025 email (Exhibit P-32), a copy of the August 25 and 29,
2025 emails are communicated herewith, as **Exhibit P-34.** Thereafter, FCA
through its attorneys merely responded that the Plaintiff’s Subject Vehicle was
in the possession of the Des Sources FCA Dealership and that they would
send an update as soon as they have one.

114.14. As mentioned, the FCA Recall 73C was then announced on September 4,
2025. However, FCA has no proper remedy to the said Defects and the
Plaintiff’s Subject Vehicle still remains at the Des Sources FCA Dealership, as
mentioned above.

114.15. As such, on September 8, 2025, the Plaintiff exchanged emails with Mr.
Quesnel inquiring about a fix for his Subject Vehicle and Mr. Quesnel
confirmed that the FCA engineers had confirmed that day that “they still have
no ETA on the software update”, a copy of said September 8, 2025 emails are
communicated herewith, as **Exhibit P-35.**

114.16. On September 29, 2025, Mr. Quesnel wrote an email to Plaintiff confirming
that “the software update is finally available for your grand Cherokee” and that
they would be completing it that same day or next morning. Plaintiff replied
that that when picking up the vehicle, he wanted to conduct a further test-drive
with their technician in order to confirm that the loss of power Defect had

indeed been resolved. A copy of said September 29, 2025 exchange of emails is communicated herewith, as **Exhibit P-36**.

114.17. On October 13, 2025 (with a follow up email on October 16, 2025), Plaintiff wrote the following email to Mr. Quesnel:

“Jean-Marc,

I have heard many reports that the 73C recall fix is causing battery draining issues, someone even stated that the dealership was instructed to stop installing the fix.

Are you aware of these issues and can you guarantee that when you install it i won't experience these problems?

I checked the vin today and it shows incomplete so I would appreciate if you could address my questions above.”

114.18. On October 16, 2025, and notwithstanding what he had written on September 29, 2025 (Exhibit P-36), Mr. Quesnel replied that “after further review with FCA the update is not available yet for the 2025 only 22-24”.

114.19. Plaintiff replied that same day of October 16, 2025, as follows:

“Once the update is installed, I would like to go on a road test with the tech to be sure the update was successful in resolving my issue. I would also like to do a charge test with you at your premises we can charge it up to 100% and then park it overnight unplugged in your yard and see if it is retaining its charge. A poll online today showed that 20% of people who have received the update are experiencing this new battery issue.”

the whole as more fully appears from the October 13-16, 2025 exchange of emails, a copy of which is communicated, as **Exhibit P-37**.

114.20. On October 23, 2025, Plaintiff met with Mr. Quesnel at the Des Sources FCA Dealership and confirmed the content of their meeting by email later on that same day, as follows:

“Jean-Marc,

Good morning. Following up on our discussion earlier today at your counter, my understanding is that the software update related to Recall 73C has been installed on my vehicle.

You also confirmed this morning that the software update does not address the recurring “red wrench” and “service hybrid system” warnings lights issue that have been present since day one, and that these issues may persist until another software update becomes available. Could you please confirm that I understood this properly and please provide a timeline as to when that next update will be installed on my vehicle?

As discussed, once the vehicle is fully repaired and you think ready to be returned to me, I would like to perform two tests before retaking possession of my vehicle:

1. Conduct a test drive with the technician, following the same route we used previously when I demonstrated the issue.
2. Charge the battery to 100%, disconnect it, and leave the vehicle in your yard overnight to verify that there is no battery drain issue, as is being reported online.”

the whole as more fully appears from the October 23, 2025 email, a copy of which is communicated herewith, as **Exhibit P-38**.

114.21. Mr. Quesnel did not respond to the P-38 email and did not confirm that Plaintiff could safely take back possession of his Subject Vehicles, since FCA

is incapable to repair said vehicle in accordance with Plaintiff's reasonable requests in his P-38 email.

114.22. On November 10, 2025, Plaintiff wrote the following further email to Mr.

Quesnel:

"Jean-Marc,

I hope you're doing well. I wanted to follow up regarding the three outstanding recalls for my Jeep Grand Cherokee 4xe.

Could you please confirm whether the 73C recall has been completed, and if the DSM has provided confirmation on whether the vehicle is safe to drive?

Please note that I will not be retaking possession of the vehicle until the 68C recall concerning the hybrid batteries has been resolved. As we discussed previously regarding my former Wrangler and the similar 95B recall, I will not risk operating the vehicle with my child on board until there is no potential fire hazard.

Lastly, could you please advise whether my vehicle will be affected by the 78C recall, and if so, when further details will be available?"

the whole as more fully appears from the November 10, 2025 email, a copy of which is communicated herewith as **Exhibit P-39**.

114.23. The Des Sources FCA Dealership did not respond at all to that email either, and as mentioned above did not return the Plaintiff's Subject Vehicle to the Plaintiff.

114.24. FCA and its dealership are clearly unable to repair and render safe the Plaintiff's Subject Vehicle and have retained said vehicle continuously since April 30, 2025 (it being reminded that Plaintiff purchased his Subject Vehicle on December 19, 2024, experienced the Defects immediately on December 23, 2024 and multiple times again thereafter, brought in the Subject Vehicle to

the FCA authorized dealership multiple times without FCA being able to repair it, and said Subject Vehicle has remained in the FCA authorized dealership's possession, unfixed, since April 30, 2025).

114.25. Between April 30, 2025 and December 15, 2025 inclusively, Plaintiff was also forced to go to the Des Sources FCA Dealership, at their request on at least ten (10) different occasions, in order to change loaner or rental vehicles, since FCA has failed to fix and return his Subject Vehicle. Plaintiff lost a significant amount of time on said visits in order to drive to and back from the dealership in order to switch loaner/rental vehicles. Plaintiff claims additional loss of time compensatory damages from FCA solidarily in this regard.

115. Plaintiff had experienced serious fear and anxiety whenever driving his Subject Vehicle and whenever the Defects manifested themselves, as more fully detailed above, considering the serious safety risks caused by the Defects. Plaintiff confirms that he has not sought medical or psychological assistance dealing with this stress and anxiety, nor has he taken any medication in relation thereto. That being said, the stress, fear and anxiety was real, severe, ongoing and solely caused by the Defects affecting his Subject Vehicle and Defendants' continued failure to remedy the Defect whereas Plaintiff had brought it into the service department of the Des Sources FCA Dealership multiple times.

116. Plaintiff claims annulment of his purchase contract and therefore the buy-back by FCA of his defective Subject Vehicle and the payment as damages of all amounts paid for said purchase, as detailed in the P-3 contract.

117. Subsidiarily, Plaintiff claims a reduction of his obligations and compensatory damages suffered including without limitation for the loss or reduction of resale value of the Subject Vehicle and addition of unnecessary kilometers, as detailed above.

117.1. Indeed, considering the FCA recalls now affecting the Subject Vehicles (without actual remedies available) and considering the unresolved FORM related Defects as well, the resale value of the Subject Vehicles has been greatly reduced, if there is any resale value left at all. In addition, the FCA Recall 73C already included a stop sell order, as detailed above (Exhibit P-29).

118. Plaintiff claims compensatory and moral damages from Defendants, solidarily, presently estimated at **\$12,500**, *sauf à parfaire*, including for the great loss of time, stress, and aggravation detailed above.

119. Plaintiff claims compensatory damages from Defendants, solidarily for extra gas (fuel) costs paid, in the amount of **\$1,112.98**.

119.1. In addition, from August 9, 2025 to December 3, 2025 inclusively, Plaintiff has also incurred a total of **\$1,305.44** in additional gas (fuel) costs that he would not have incurred had it not been for the Defects and the fact that he was now forced to drive a series of gas guzzling loaner vehicles from the Des Sources FCA Dealership. Plaintiff therefore claims as additional compensatory damages this amount of \$1,305.44, *sauf à parfaire*, from FCA solidarily, reserving his right to also claim additional gas costs incurred.

119.2. Plaintiff communicates herewith, *en liasse*, as **Exhibit P-40**, his various gas receipts, *sauf à parfaire*.

120. Plaintiff also claims punitive damages from Defendants, solidarily, in the amount of \$5,000, *sauf à parfaire*, on his behalf and on behalf of each Class Members.

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

121. Each Class Member has purchased, leased or used a Subject Vehicle and/or has suffered damages, such as the decrease in value of the Subject Vehicle, inability to sell the Subject Vehicle, decrease in the driveability / smoothness of the Subject Vehicles as detailed above, additional wear or damages to the vehicle, great inconvenience, stress, aggravation, fear, loss of time, extra costs, extra fees, parking costs, extra gas charges, taxis, ubers, etc., other disbursements, or car rental fees, etc.
122. Users of the Subject Vehicle, for example children of the vehicle owners, etc., will also incur costs and suffer damages, such as additional gas charges due to the Defect.
123. Plaintiffs' and the Class Members' consent when purchasing or leasing the Subject Vehicle was vitiated as a result of the discovery of these serious Defects and security/safety risks, as described hereinabove, including without limitation the fact that the hybrid and electric modes do not properly engage (and stay engaged) when they should (and as represented and advertised by FCA).
124. Plaintiffs and the Class Members would not have purchased or leased the Subject Vehicle had they been made aware of the Defects mentioned above.
125. The safety of the current owners, lessees, or users of the Subject Vehicles, and their passengers, pets, etc. is at great risk due to the serious Defects mentioned above.
126. Defendants' malicious intention to refuse to properly and timely repair the Subject Vehicles or to buy back the Subject Vehicles and resiliate the purchase or lease agreements, over many months/years, notwithstanding their knowledge of the Defects, show an intentional, malicious, oppressive and/or

high-handed conduct that represents a marked departure from ordinary standards of decency when dealing with customers. In that event, and reiterating all the allegations above, punitive damages should be awarded to Plaintiff and the Class Members, independently from the compensatory damages claimed by Plaintiff and the Class Members.

127. Indeed, Defendants have merely transferred the damages and inconvenience to the consumers and users of the Subject Vehicles, by refusing and/or failing to properly remedy the Defects while telling the consumers and users that the Defects are inexistent, as occurred with the Plaintiff.
128. In addition, the Defendants intentionally, abusively and in bad faith continued to sell the Subject Vehicles to unsuspecting consumers, after Defendants had been made aware of the Defects. All Class Members who purchased or leased the Subject Vehicles after this time were even more severely and blatantly duped and misled by Defendants. They now have no choice but to endure this grave safety risk for even longer (with longer lease terms remaining, greater loss of value for new vehicles, etc.).
129. All this post-knowledge conduct, and the intentional faults and negligence by the Defendants (up until the time Defendants ultimately recall and properly remedy the Defects or buy-back all the Subject Vehicles and indemnify the Class Members), represent further facts and reasons warranting a condemnation in punitive damages against the Defendants herein.
130. Punitive damages are appropriate in this situation in order to send a strong message to vehicle manufacturers that vehicle owners should never have to wait for months (or longer) for safety repairs to be performed and that manufacturers should not conceal safety issues and defects from their customers and the public at the time of sale. Indeed, punitive damages (provided for in Section 272 CPA) have a preventive objective, namely to discourage the repetition of such undesirable conduct.

131. Moreover, Section 6 of Quebec's Charter of Human Rights and Freedoms guarantees that every person has a right to the peaceful enjoyment of his/her property and Section 49 of the Quebec Charter stipulates that moral and punitive damages can be awarded in the case of an unlawful and intentional interference of this right. FCA's conduct and knowledge, as detailed above, qualifies its conduct as "intentional".

131.1. In addition, FCA clearly had prior knowledge of the FORM related Defect, as detailed above, namely as confirmed in and by way of the US FORM Class Action and in the above-detailed 2022 FCA TSB, all of which confirms that FCA concealed this Defect and nonetheless continued to manufacture, commercialize and sell the defective Subject Vehicles to the Plaintiff and other Class Members, the whole further warranting a condemnation for punitive damages herein.

CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

132. The composition of the Group makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings (Article 575 (3) C.C.P.) for the following reasons:

133. Plaintiff is unaware of the specific number of persons who purchased, leased or used the Subject Vehicles, however, it is safe to estimate that it is in the ten of thousands across the country. Indeed, the P-28 Transport Canada Recall 2025-453 already confirms that there 3,476 Jeep Grand Cherokees 4xe models in Canada included in that recall alone.

134. Class Members are numerous and are scattered across the entire province and country.

135. In addition, given the costs and risks inherent to litigation before the Courts,

many people will hesitate to institute an individual action against the Defendants. Even if the Class Members themselves could afford such individual litigation, the Court system could not handle it as it would be overloaded. Further, individual litigation of the factual and legal issues raised by the conduct of the Defendants would increase delay and expense to all parties and to the Court system.

136. Moreover, a multitude of actions instituted risk leading to contradictory judgments on questions of fact and law that are similar or related to all Class Members.
137. These facts demonstrate that it would be impractical, if not impossible, to contact each individual Class Member to obtain mandates and to join them in one action.
138. In these circumstances, a class action is the only appropriate procedure for all the Class Members to effectively access justice and pursue their respective rights.
139. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely Defendants' defectively designed and/or manufactured Subject Vehicles.
140. The claims of the Class Members raise identical, similar or related issues of law and fact (Article 575 (1) C.C.P.), namely:
 - a) Do the Subject Vehicles suffer from common latent design and/or manufacturing defects?
 - b) Did Defendants know of these issues and fail to warn Class Members of these defects and if they knew, when they knew or should have known?

- c) Did Defendants fail to disclose material information to Class Members?
- d) Are Defendants' omission of material facts misleading and/or reasonably likely to deceive a Class Member?
- e) Are Defendants legally obligated to make the recall available and properly repair the Subject Vehicles with new non-defective replacement parts and software?
- f) Do the Subject Vehicles perform or not in accordance with the standard of fitness for the purposes for which the Subject Vehicles are normally used?
- g) Do the Subject Vehicles perform or not in accordance with the standard of durability for normal use for a reasonable length of time, having regard to the price, terms of the contract and conditions of use for the Subject Vehicles?
- h) Did Defendants default in providing and having available non-defective replacement parts and software for the Subject Vehicles within reasonable and/or legal delays?
- i) Have Defendants failed to satisfy the requirements of the CPA, the CCQ and/or the Quebec Charter?
- j) Should the sale or lease contracts signed by the Class Members for the Subject Vehicles be annulled or resiliated, and should all amounts paid by the Class Members be reimbursed in full, or subsidiarily in part?
- k) Are Defendants liable to pay compensatory and/or moral damages to the Class Members, and if so, in what amounts, including without limitation for the reimbursement of the purchase or lease price (or a portion thereof), any repair costs disbursed, rental car fees,

transportation costs, parking costs, gas costs, other disbursements incurred, loss of time, fear, stress, anxiety, loss of use of the Subject Vehicle, and inconvenience?

- l) Are Defendants liable to pay exemplary and/or punitive damages to the Class Members, and if so, in what amount?
141. The majority of the issues to be dealt with are issues common to every Class Member.
142. The interests of justice favor that this Application be granted in accordance with its conclusions.

NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

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

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

ORDER Defendants to properly conduct a recall of the Subject Vehicles and to repair them free of charge;

ANNUL the sale or lease contract signed by Plaintiffs and the Class Members for the Subject Vehicles and **ORDER AND CONDEMN** Defendants to reimburse the total amounts paid by Plaintiff and the Class Members for their Subject Vehicle and **ORDER** Defendants to then retake possession and ownership of the said vehicles, at Defendants' costs;

CONDEMN the Defendants to pay to Plaintiff and each of the Class Members a sum to be determined in compensatory damages, including

without limitation for the reimbursement of the purchase or lease price (or portion thereof), loss of value of the Subject Vehicle, any repair costs disbursed, rental costs paid, transportation costs, parking costs, gas charges, other disbursements incurred, loss of time, inconvenience, loss of use of the Subject Vehicle, and **ORDER** collective recovery of these sums;

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

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

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

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

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

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

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

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

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

- a. Many Class Members (including the Plaintiff) are domiciled in the District of Montreal;
- b. Defendant FCA Canada has declared an establishment located in

the District of Montreal (Exhibit R-1) and Defendants sell and attempt to repair the Subject Vehicles in the District of Montreal;

- c. The undersigned attorneys practice law in the District of Montreal;
- d. FCA has attorneys in the District of Montreal, *inter alia* in the separate class action proceeding bearing Court number 500-06-001342-241.

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

- a. is a member of the class who purchased a Subject Vehicle and suffered damages as a result of the Defects, as detailed above;
- b. understands the nature of the action and has the capacity and interest to fairly and adequately protect and represent the interests of the Class Members;
- c. is available to dedicate the time necessary for the present action before the Courts of Quebec and to collaborate with Class Counsel in this regard;
- d. is ready and available to manage and direct the present action in the interest of the Class Members and is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class Members;
- e. does not have interests that are antagonistic to those of other Class Members;
- f. has given the mandate to the undersigned attorneys to obtain all relevant information to the present action and intend to keep informed of all developments;
- g. has given the mandate to the undersigned attorneys to post the

present matter on their firm website in order to keep the Class Members informed of the progress of these proceedings and in order to more easily be contacted or consulted by said Class Members, Plaintiff reserving the right to file under seal and confidentially the list of Class Members having contacted the undersigned Class Counsel (with the Class Members' comments);

- h. sought out the undersigned attorneys in order to institute the present class action proceedings on his behalf and on behalf of the Class Members;
- i. is, with the assistance of the undersigned attorneys, ready and available to dedicate the time necessary for this action and to collaborate with other Class Members and to keep them informed;

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

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present Application;

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

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

<p>Class:</p> <p>All persons in Canada who own, purchased, lease, leased and/or used one or more of the Subject Vehicles, namely:</p> <ul style="list-style-type: none"> • <u>2022-2026</u> (...) Jeep Grand Cherokee 4xe Plug-In Hybrid Electric Vehicle (PHEV); • <u>2021-2026 Jeep Wrangler 4xe Plug-In Hybrid Electric Vehicle (PHEV);</u> <p>or any other Group(s) or Sub-Group(s) to be determined by the Court.</p>	<p>Groupe:</p> <p>Toutes les personnes au Canada qui possèdent, ont acheté, louent, ont loué, et/ou utilisé un ou plusieurs des véhicules en cause, à savoir :</p> <ul style="list-style-type: none"> • <u>2022-2026</u> (...) Jeep Grand Cherokee 4xe véhicule hybride électrique rechargeable (VHR); • <u>2021-2026 Jeep Wrangler 4xe véhicule hybride électrique rechargeable (VHR);</u> <p>ou tout autre groupe ou sous-groupe à déterminer par le Tribunal.</p>
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IDENTIFY the principal issues of law and fact to be treated collectively as the following:

- a) Do the Subject Vehicles suffer from common latent design and/or manufacturing defects?
- b) Did Defendants know of these issues and fail to warn Class Members of these defects and if they knew, when they knew or should have known?
- c) Did Defendants fail to disclose material information to Class Members?
- d) Are Defendants' omission of material facts misleading and/or reasonably likely to deceive a Class Member?

- e) Are Defendants legally obligated to make the recall available and properly repair the Subject Vehicles with new non-defective replacement parts and software?
- f) Do the Subject Vehicles perform or not in accordance with the standard of fitness for the purposes for which the Subject Vehicles are normally used?
- g) Do the Subject Vehicles perform or not in accordance with the standard of durability for normal use for a reasonable length of time, having regard to the price, terms of the contract and conditions of use for the Subject Vehicles?
- h) Did Defendants default in providing and having available non-defective replacement parts and software for the Subject Vehicles within reasonable and/or legal delays?
- i) Have Defendants failed to satisfy the requirements of the CPA, the CCQ and/or the Quebec Charter?
- j) Should the sale or lease contracts signed by the Class Members for the Subject Vehicles be annulled or resiliated, and should all amounts paid by the Class Members be reimbursed in full, or subsidiarily in part?
- k) Are Defendants liable to pay compensatory and/or moral damages to the Class Members, and if so, in what amounts, including without limitation for the reimbursement of the purchase or lease price (or a portion thereof), any repair costs disbursed, rental car fees, transportation costs, parking costs, gas costs, other disbursements incurred, loss of time, fear, stress, anxiety, loss of use of the Subject Vehicle, and inconvenience?
- l) Are Defendants liable to pay exemplary and/or punitive damages to the

Class Members, and if so, in what amount?

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

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

ORDER Defendants to properly conduct a recall of the Subject Vehicles and to repair them free of charge;

ANNUL the sale or lease contract signed by Plaintiffs and the Class Members for the Subject Vehicles and **ORDER AND CONDEMN** Defendants to reimburse the total amounts paid by Plaintiff and the Class Members for their Subject Vehicle and **ORDER** Defendants to then retake possession and ownership of the said vehicles, at Defendants' costs;

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

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

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

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

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

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

liquidation;

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

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

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

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

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

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

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

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

MONTREAL, (...) December 15, 2025

(s) *Lex Group Inc.*

Lex Group Inc.

Per: David Assor

Class Counsel / Attorneys for Plaintiff

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