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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

FIRE CHIEF TRANSPORT LLC; HAPPYCAT TRANSPORT LLC, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

DAIMLER TRUCK NORTH AMERICA LLC; DETROIT DIESEL CORPORATION; and WESTERN STAR TRUCKS SALES, INC.,

Defendants.

Case No.: 3:26-cv-1314

CLASS ACTION ALLEGATION COMPLAINT

DEMAND FOR JURY TRIAL

I. INTRODUCTION

1. This case concerns an engine calibration defect in nearly 200,000 heavy-duty diesel trucks equipped with Gen5 DD15 engines ("Class Trucks"), designed and manufactured by Defendants Daimler Truck North America LLC ("DTNA"), Detroit Diesel Corporation, and Western Star Trucks Sales, Inc. (collectively, "Defendants").[1] Specifically, the defective engine calibration in the Class Trucks reduces engine performance, which progressively and prematurely damages the aftertreatment system components that are designed to limit the production of particulate matter and harmful emissions.

2. At a high level, the defective engine calibration causes the Class Trucks to generate excessive soot. Soot or particulate matter is a tar-like substance composed of fine carbon particles that form during incomplete fuel burning in internal combustion engines.[2] That soot accumulates in the diesel particulate filter ("DPF"), a component of the truck's emissions-control system designed to capture particulate matter before it is released into the atmosphere.[3] As soot accumulates, the DPF must undergo more frequent regeneration cycles, during which exhaust temperatures are significantly increased to burn the accumulated soot from the filter.

3. Although regeneration is a normal feature of diesel emissions-control systems, the excessive soot generated by the defective engine calibration causes regeneration to occur far

[1] The Class Trucks are those equipped with model year 2021 through 2025 Gen5 DD15 engines (model 472.912), produced between January 15, 2020, and February 21, 2025.

[2] Minimizing soot generation and removing soot from the exhaust stream are particularly problematic for diesel engines. *See* Amsoil, *Engine Soot: It's Harmful Effects & How to Prevent*, performanceoiltechnology.com/amsoil-resources/the-harmful-effects-of-engine-soot, last viewed May 13, 2026.

[3] Daimler Truck North America, *Field Service Campaign D25M3-2025 HDEP MCM Software Reprogramming*, July 22, 2025, *available at* https://static.oemdtc.com/NHTSA-PDFs/MC-11027201-0001.pdf], p. 1 ("DETROIT® has found Diesel Particulate Filter failures due to excessive temperatures occurring from faster than expected particulate matter [soot] buildup.").

more frequently than is necessary, subjecting the DPF, the downstream selective catalytic reduction ("SCR") catalyst, and related aftertreatment components to excessive heat and thermal stress that accelerate their degradation. These excessively frequent regeneration events also create safety hazards by increasing the risk of fires during parked regeneration and, in severe cases, engine fires caused by excessively clogged DPFs.

4. The defective engine calibration has also caused and will continue to cause economic harm to owners of the Class Trucks. Their economic losses include frequent and costly DPF cleanings and replacements, increased downtime, and reduced vehicle reliability, accelerated aging of the DPFs, SCRs, and related aftertreatment components, and out-of-pocket repair expenses for damaged aftertreatment components.

5. Recognizing there was a problem with the engine calibration, on July 22, 2025[4] DTNA initiated Field Service Campaign D25M3 (the "Campaign"), which applies to nearly 200,000 Class Trucks. Through the Campaign, Defendants admitted that the DPF failures in Class Trucks were caused by unexpected, accelerated particulate matter buildup within the DPFs and excessively frequent high-temperature regeneration cycles.

6. The Campaign attempts to address the defective engine calibration through reprogramming (a "reflash") of the Motor Control Module ("MCM"), including modifications to engine fuel maps intended to reduce the rate of soot accumulation and regeneration-related thermal stresses imposed on the aftertreatment system.[5] However, Defendants' proposed remedy

[4] The reflash was revised in December 2025 purportedly to address some software "bugs" that were causing unwanted secondary issues. *See* DTNA, *DDC D25M3-Reactivated and Revised Bulletin*, December 15, 2025, *available at* https://static.oemdtc.com/NHTSA-PDFs/MC-11027202-0001.pdf.

[5] *Field Service Campaign D25M3* ("Updated programming of the Motor Control Module (MCM) will correct this issue" by modifying fuel maps).

fails to address the cumulative degradation and premature aging already suffered by the DPFs, SCRs, and related aftertreatment components before implementation of the MCM reflash and does not compensate Plaintiffs for excessively frequent and costly cleanings of the DPFs.

7. Critically, the Campaign does not require dealers to replace the DPFs or even to inspect them for thermal fatigue, degradation of the DPFs' filter element ("substrate"), or filter cracking that may already have occurred after prolonged operation under the defective engine calibration. Because the DPF filter substrate is enclosed within a metal housing, owners cannot themselves readily determine whether the filter elements have been damaged or compromised. Even where owners possess the technical ability to remove and disassemble a DPF for inspection, the process requires substantial labor and expensive replacement of associated clamps, gaskets, and seals before the DPF can be reassembled and reinstalled.

8. Additionally, Defendants' proposed remedy fails to address accelerated aging of and degradation to the DPFs, SCRs, and related aftertreatment components resulting from excessively frequent regeneration cycles over several years of vehicle operation. While the MCM reflash may reduce regeneration frequency going forward, the Campaign does not account for the extent of the damage already caused by excessive soot generation or provide compensation for DPFs, SCRs, and related aftertreatment components that have already suffered premature degradation, thermal fatigue, cracking of DPF substrates, or other damage warranting replacement.

9. The updated MCM fuel maps also raise concerns regarding potential impacts to performance and operating metrics that were material to purchasers of the Class Trucks. Upon information and belief, the revised calibrations may adversely affect DD15 engine responsiveness, torque delivery, horsepower, acceleration, and other performance characteristics.

At minimum, the revised calibrations adversely affect the Class Trucks' fuel economy, meaning that Plaintiffs and members of the proposed classes face increased operating costs. For obvious reasons, operating costs generally, and fuel costs specifically, are of utmost importance to businesses operating long-haul vehicles like the Class Trucks.

10. Defendants failed to disclose any of these operational and economic tradeoffs associated with the reflash, and provide no compensation for any resulting increase in fuel costs.

11. Defendants could and should have identified the defective engine calibration and the resulting harm to the aftertreatment system years before acknowledging elevated DPF failure rates through the Campaign. Using standard engineering validation processes, including modeling and simulation tools, engine and aftertreatment dynamometer testing, and reliability, durability and road validation testing, would have revealed that excessive soot generation was resulting in excessively frequent regeneration cycles that imposed stresses on the DPFs, SCRs, and related aftertreatment components.

12. Plaintiffs bring this action on behalf of themselves and all others similarly situated to recover damages caused by Defendants' defective Gen5 DD15 engines in Class Trucks and inadequate remedy, and to obtain injunctive relief compelling Defendants to fully remedy the Defect.

II. THE PARTIES

A. Plaintiffs

Plaintiff Fire Chief Transport LLC

13. Plaintiff Fire Chief Transport LLC is a California Limited Liability Company with its principal place of business located in Claremont, California. Plaintiff owns the following Class Truck: 2024 Western Star 57X Chassis Truck-Tractor. Plaintiff purchased the Class Truck used from Premier Truck Group of Dallas.

14. Plaintiff decided to purchase the Class Truck in part because of Defendants' representations regarding engine performance, fuel economy, after-treatment system reliability and durability, reduced regeneration frequency, safety, and low operating costs. During the three months prior to purchasing his Class Truck, Plaintiff did exhaustive research into the various heavy-duty truck options and frequently viewed all the videos and other marketing materials on the websites of Defendants Detroit Diesel and Western Star. He specifically viewed claims that his Class Truck, powered by the Gen 5 DD15 engine, would enjoy a three percent increase in fuel efficiency and require fewer and shorter active regeneration cycles because of new and improved engine and aftertreatment features. He also was motivated to purchase the Class Truck because of Detroit Diesel's general reputation for producing reliable and durable engines and because the DD15 and aftertreatment system were covered by extensive warranties. At the time of purchase, Plaintiff did not know, and had no reasonable way of knowing, that his Class Truck was originally sold with a defective engine calibration that caused excessive soot generation, unnecessarily frequent regeneration events, accelerated degradation of the DPF, SCR, and related aftertreatment components, increased operating costs, additional safety risks, and fuel efficiency that would be reduced by the Field Service Campaign. Defendants' many misrepresentations and omissions were material to Plaintiff's purchasing decision. Had Plaintiff known the true nature of the defect and its consequences, Plaintiff would not have purchased the Class Truck or would have paid substantially less for it. As a direct and proximate result of Defendants' misconduct, Plaintiff suffered economic injury, including overpayment at the point of sale, premature degradation and reduced useful life of the DPF, SCR, and related aftertreatment components, and increased operating costs associated with the defect and Defendants' inadequate remedy.

15. Plaintiff did not receive notice that its Class Truck required Field Service Campaign D25M3.

Plaintiff Happycat Transport LLC

16. Plaintiff Happycat Transport LLC is a Wyoming Limited Liability Company with its principal place of business located in Sheridan, Wyoming. Plaintiff owns the following Class Truck: 2022 Western Star 5700 Truck-Tractor. Plaintiff purchased the Class Truck used from TAG Truck Center of Memphis.

17. Plaintiff decided to purchase the Class Truck in part because of Defendants' representations regarding engine performance, fuel economy, after-treatment system reliability and durability, reduced regeneration frequency, safety, and low operating costs. Because of the considerable investment, Plaintiff did extensive research prior to purchasing his Class Truck including visiting the Western Star website on multiple occasions. He noticed that the marketing claims and presentations on that website were similar to those he saw on the websites of the other Defendants. The claim that his Class Truck achieved superior fuel efficiency was a key factor in the purchase as well as Defendants' claims that the truck and its engine were very reliable, durable, powerful, and required less frequent engine-related maintenance than other heavy-duty trucks. At the time of purchase, Plaintiff did not know, and had no reasonable way of knowing, that his Class Truck was originally sold with a defective engine calibration that caused excessive soot generation, unnecessarily frequent regeneration events, accelerated degradation of the DPF, SCR, and related aftertreatment components, increased operating costs, additional safety risks, and fuel efficiency that would be reduced by the Field Service Campaign. Defendants' misrepresentations and omissions were material to Plaintiff's purchasing decision. Had Plaintiff known the true nature of the defect and its consequences, Plaintiff would not have

purchased the Class Truck or would have paid substantially less for it. As a direct and proximate result of Defendants' misconduct, Plaintiff suffered economic injury, including overpayment at the point of sale, premature degradation and reduced useful life of the DPF, SCR, and related aftertreatment components, and increased operating costs associated with the defect and Defendants' inadequate remedy.

18. Plaintiff did not receive notice that its Class Truck required Field Service Campaign D25M3.

B. Defendants

19. Defendant **Daimler Truck North America LLC** ("DTNA") is a Delaware limited liability company with its principal place of business located at 4555 N. Channel Avenue, Portland, OR 97217. DTNA is one of the largest manufacturers of commercial vehicles in North America and is engaged in the business of designing, manufacturing, marketing, distributing, and selling heavy-duty trucks throughout the United States. DTNA operates through various divisions, including: the Detroit Powertrain Division, which is responsible for the manufacture, sale, and servicing of the Class Trucks; and its Freightliner Trucks Division, which is responsible for designing, manufacturing, marketing, distributing, and selling Freightliner brand heavy-duty trucks in Oregon and throughout the United States.

20. Defendant **Detroit Diesel Corporation** ("Detroit Diesel") is a Delaware corporation with its principal place of business located at 13400 Outer Drive West, Detroit, MI 48239. Detroit Diesel is a subsidiary of DTNA and designs, develops, manufactures, and sells diesel engines for use in commercial trucks, including the Gen5 DD15 engines (model 472.912) at issue in this action. Detroit Diesel directs its parts and services to Oregon through its parts and

distribution network for installation and use in Class Trucks.[6] Detroit Diesel boasts that "[w]ith 11 strategically located Parts Distribution Centers (PDCs) throughout North America and more than 900 dealer and retail locations stocking Detroit parts, customers can easily access the components they need — when and where they need them."[7]

21. Defendant **Western Star Trucks Sales, Inc.** ("Western Star") is a Washington corporation with its principal place of business located at 4555 N. Channel Avenue, Portland, OR 97217. Western Star is a wholly owned subsidiary of DTNA. Western Star is engaged in the business of designing, manufacturing, marketing, distributing, and selling heavy-duty trucks throughout the United States. Vehicles manufactured by Western Star are powered by DD15 engines manufactured by Detroit Diesel and are among the Class Trucks affected by the defective engine calibration.

22. Defendants are jointly and severally liable for the acts and omissions alleged herein. Each Defendant acted as the agent, servant, partner, joint venturer, and/or alter ego of each of the other Defendants with respect to the acts, violations, and common course of conduct alleged herein. Defendants worked together in the design, marketing and sale of the Class Trucks, and are intimately aware of their divisions of labor and responsibilities therein. Each Defendant ratified, approved, and/or authorized the wrongful acts of the other Defendants.

[6] Detroit Diesel Corporation, *Oregon Dealers*, available at https://www.demanddetroit.com/dealer-search/united-states/oregon/, last visited June 9, 2026; Detroit Diesel Corporation, *United States Dealers*, available at https://www.demanddetroit.com/dealer-search/united-states/, last visited June 9, 2026.

[7] Detroit Diesel Corporation, *Our Company*, available at https://www.demanddetroit.com/our-company, last visited June 9, 2026.

III. SUBJECT MATTER JURISDICTION AND VENUE

23. This Court has subject matter jurisdiction over this case pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because some members of the proposed Classes are citizens of states different from Defendants' home states, and the aggregate amount in controversy exceeds $5,000,000, exclusive of interest and costs.

24. Furthermore, this Court has supplemental jurisdiction over Plaintiffs' state law claims under 28 U.S.C. § 1367.

25. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial part of the events and/or omissions giving rise to the claims occurred in this District, and because Defendants have caused harm to Class members residing in this District. Defendants have marketed, advertised, sold, and leased the Class Trucks from authorized dealers located in this District, such as Freightliner Northwest.

IV. FACTUAL ALLEGATIONS

A. The DD15 Engine and Its Applications

26. Defendant DTNA designs and manufactures the Gen5 DD15 engine, a 6-cylinder, 14.8-liter diesel engine, through its powertrain division, Defendant Detroit Diesel Corporation. First introduced in 2007, the DD15 is widely used in Freightliner and Western Star trucks. The engine powers a variety of commercial vehicles, including Class 8 long-haul trucks and large motorcoaches that operate under demanding conditions, such as sustained highway driving and heavy-load hauling. The DD15 engine, and some of the trucks in which it is installed, are depicted below.

DD15 Gen 5 Engine[8]



Freightliner Cascadia



[8] Detroit Diesel Corporation, *Detroit DD15® Engine*, available at http:/www.demanddetroit.com/engines/dd15, last visited June 5, 2026.

Western Star Heavy Duty Truck



B. The DD15 Aftertreatment System

27. The DD15 engine uses an emissions-control aftertreatment system designed to reduce, capture, and eliminate harmful gaseous emissions and particulate matter generated during combustion.[9] The aftertreatment system consists of three principal components[10]:

a. A **diesel oxidation catalyst** or "**DOC**." The DOC is a catalytic converter that converts certain harmful and regulated emissions, such as carbon

[9] Modern heavy-duty diesel aftertreatment systems are designed to reduce multiple categories of emissions, including oxides of nitrogen ("NOx"), nitrous oxide ("N_2O"), carbon monoxide, hydrocarbons, and particulate matter ("soot"). Particulate matter is a powdery black substance that is formed when carbon in the diesel fuel is not completely combusted in the engine's cylinders.

[10] Detroit Diesel Corporation, *DD Heavy Duty Platform Operators Manual (Models: DD13, DD15, DD16)*, revised March 5, 2024, *available a*t dtnacontent-dtna.prd.freightliner.com/content/dam/public/dtna-servicelit/ddc/pdfs/OperatorsManual/DDPlatform/DDC-SVC-MAN-0189_2025, p. 92.

monoxide and hydrocarbons into less harmful pollutant emissions, such as carbon dioxide and water vapor;[11]

b. A **diesel particulate filter** or "**DPF**." The DPF captures and stores soot particles generated during diesel engine operation in a porous ceramic or cordierite substrate.[12] Because the DPF has a finite soot-storage capacity, accumulated soot must periodically be burned into ash through a process known as "regeneration,"[13] discussed further below; and

c. A **selective catalytic reduction** or "**SCR**." The SCR removes oxides of nitrogen through the injection of diesel exhaust fluid ("DEF"). Ammonia contained in the DEF reacts with NOx in the presence of the SCR catalyst to convert NOx into nitrogen and water.[14]

28. In the Class Trucks, the DOC, DPF, and SCR are integrated into a compact "One-Box" aftertreatment system (shown below) designed to reduce emissions while minimizing space and weight.[15] The One-Box also contains components associated with the DEF storage and delivery system, together with temperature, pressure, and gas concentration sensors used to control aftertreatment system performance.

[11] Detroit Deisel Corp., *Detroit After-treatment Support*, *available at* httpes://www.demanddetroit.com/parts-service/Detroit-genuine-parts-program/aftertreatment-support, last viewed June 5, 2026.

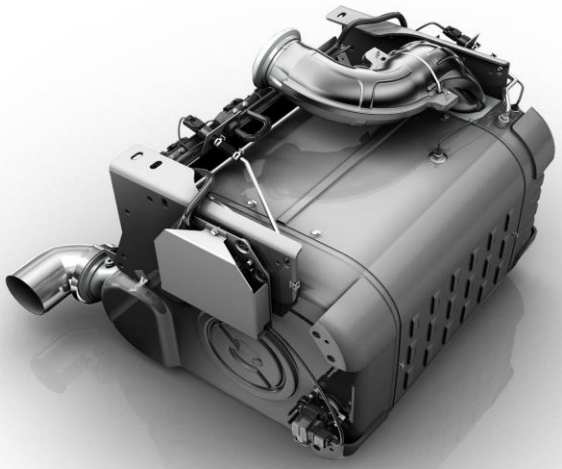
[12] Environmental Protection Agency, *Diesel Particulate Filter General Information* (EPA-420-10-029), May 2010, *available at* https://www.epa.gov/sites/default/files/2016-03/documents/420f10029.pdf.

[13] *Detroit After-treatment Support*.

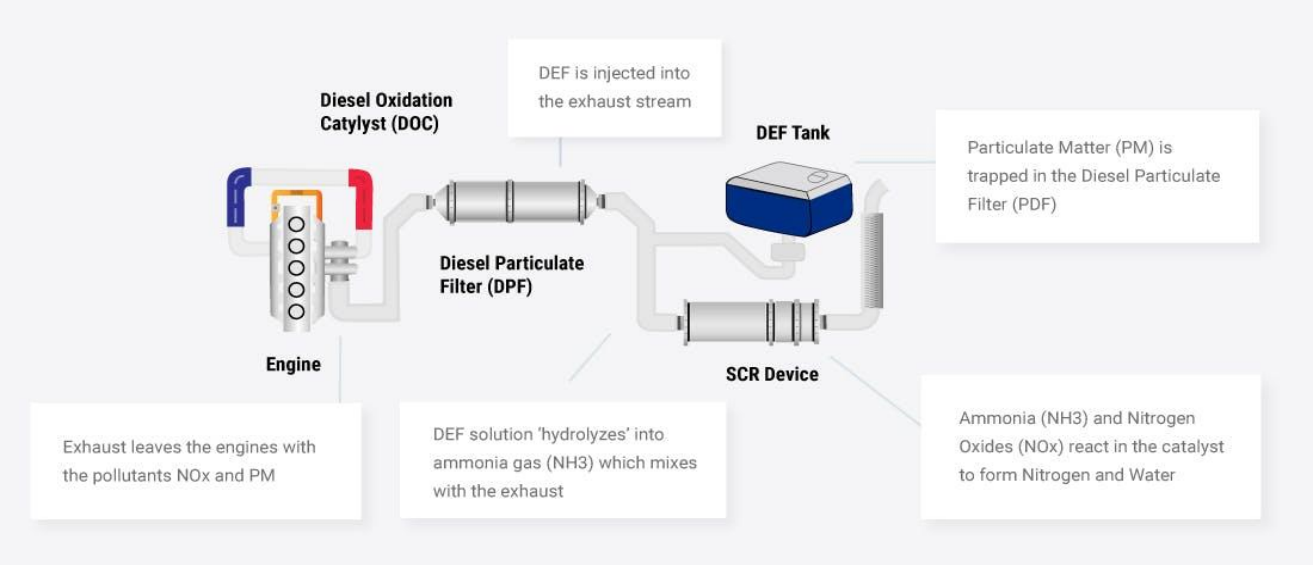
[14] *Id.*

[15] *Id.*; *DD Heavy Duty Platform Operators Manual*, pp. 88-92.

DD 15 One-Box Aftertreatment System Assembly[16]



DD 15 Aftertreatment System Component Architecture[17]



29. As shown above, exhaust gases leaving the engine first pass through the DOC, where catalytic reactions convert certain harmful emissions into less harmful compounds. The

[16] *Id*.

[17] *Detroit After-treatment Support*. Note that the One-Box houses two DOCs and two DPFs.

exhaust gases then pass through the DPF, which captures soot particles while allowing exhaust gases to continue flowing through the aftertreatment system. After exiting the DPF, the exhaust enters the SCR, where ammonia supplied through the DEF system converts NOx emissions into nitrogen and water. The aftertreatment system is monitored and controlled by an electronic control module known as the Aftertreatment Control Module ("ACM"), which uses data from various sensors to regulate system performance and emissions levels.

30. As alleged above, the DPF is designed to capture particulate matter, commonly referred to as soot, generated during diesel engine operation. Soot forms when diesel fuel does not completely combust within the engine's cylinders. The DPF contains a ceramic honeycomb filter with thousands of narrow channels and microscopic pores that allow exhaust gases to pass through while trapping soot within the filter structure.

31. The DD15's DPF has a finite soot-storage capacity. As soot accumulates, exhaust flow becomes increasingly restricted, creating backpressure within the aftertreatment system and causing the engine to work harder to expel exhaust gases out the tailpipe. To monitor soot accumulation, the ACM uses pressure measurements and soot accumulation models to estimate the amount of soot trapped within the DPF. Once soot loading reaches elevated levels, the accumulated soot must be removed through regeneration.[18]

32. The DD15's aftertreatment system uses both passive and active regeneration to remove accumulated soot from the DPF.[19] Passive regeneration occurs without driver action during sustained higher-temperature operating conditions, such as highway driving or heavy-load operation, when elevated exhaust temperatures naturally oxidize or burn soot within the DPF

[18] *DD Heavy Duty Platform Operators Manual*, p. 92; *Detroit After-Treatment Support*.
[19] *Detroit After-Treatment Support*.

without further action needed from the vehicle or driver.[20] During passive regeneration, exhaust temperature does not rise to levels that can result in significant thermal stress to the DPF or degradation of the SCR's catalyst.

33. When passive regeneration is insufficient and soot loading continues to increase, active regeneration is initiated. During active regeneration, the Motor Control Module ("MCM") injects additional fuel into the exhaust stream. That fuel oxidizes within the DOC, substantially increasing exhaust and DPF temperatures in order to burn accumulated soot from the filter. As soot accumulation increases, active regeneration cycles become more frequent.

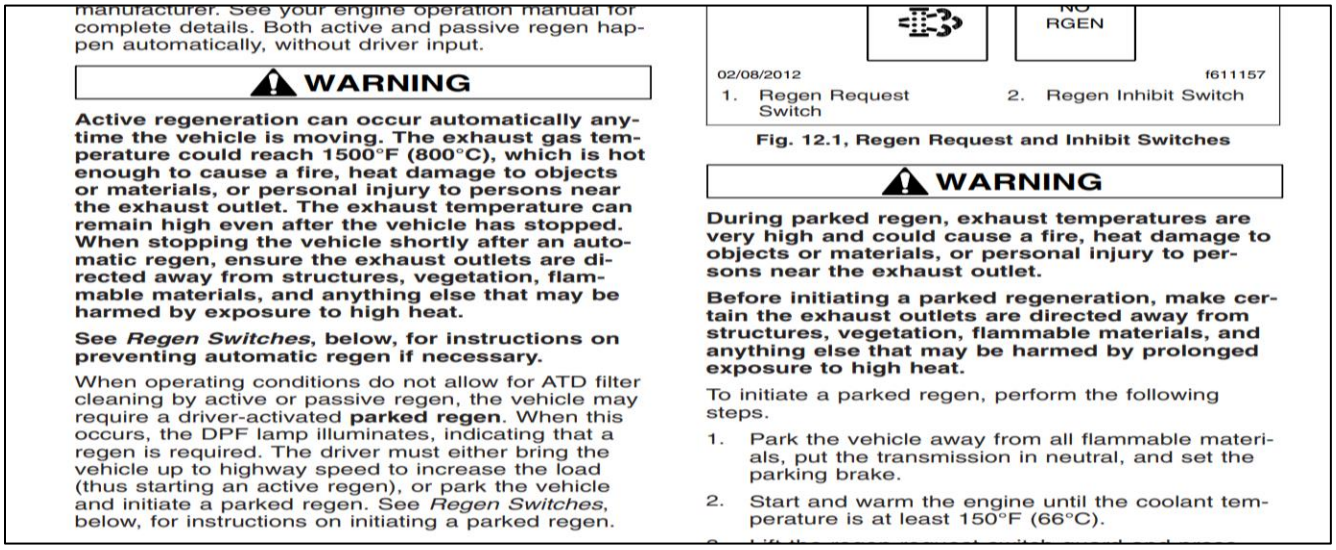
34. If soot loading continues to rise to critically high levels (*i.e.* 80% to 90% of maximum design capacity), drivers are instructed through dashboard warnings to stop their vehicles in a safe location and manually initiate a stationary or "parked" regeneration cycle. Parked regenerations can last from approximately twenty minutes to over an hour, excluding the additional time required for drivers to leave their route, locate an appropriate and safe location, complete the regeneration process, and return the truck to service. If parked regeneration is not performed, the DD15 may enter into a reduced-power or "limp" mode. In severe cases, soot loading may become so excessive that regeneration can no longer be safely performed, requiring the vehicle to be towed so the DPF can be removed, cleaned, or replaced.

35. DPF soot loading can rise to levels that impact the safety of the driver, the truck, and the areas where parked regenerations occur. For example, the very high DPF temperatures reached during parked regeneration can result in the combustion of dry grass, leaves, and other

[20] *See* Perkins, UK, *Passive Regeneration in a DPF*, available at http://www. Perkins.com/en_GB/products/emissions-technology/passive-regeneration.html, last visited May 12, 2026; *Aftertreatment Support* webpage.

combustible debris located near the truck.[21] The intense heat—up to 1500 degrees Fahrenheit—generated during automatic active regeneration events can also ignite a truck's hydraulic lines, electrical wiring, or fuel lines. [22] In some cases, DPFs that become excessively saturated with soot can experience a "runaway" regeneration event and combust. In rare instances, the elevated backpressure associated with severely clogged DPFs can result in engine fires.[23]

Regeneration-Related Warnings for Cascadia Trucks[24]



manufacturer. See your engine operation manual for complete details. Both active and passive regen happen automatically, without driver input.

⚠ WARNING

Active regeneration can occur automatically anytime the vehicle is moving. The exhaust gas temperature could reach 1500°F (800°C), which is hot enough to cause a fire, heat damage to objects or materials, or personal injury to persons near the exhaust outlet. The exhaust temperature can remain high even after the vehicle has stopped. When stopping the vehicle shortly after an automatic regen, ensure the exhaust outlets are directed away from structures, vegetation, flammable materials, and anything else that may be harmed by exposure to high heat.

See *Regen Switches*, below, for instructions on preventing automatic regen if necessary.

When operating conditions do not allow for ATD filter cleaning by active or passive regen, the vehicle may require a driver-activated **parked regen**. When this occurs, the DPF lamp illuminates, indicating that a regen is required. The driver must either bring the vehicle up to highway speed to increase the load (thus starting an active regen), or park the vehicle and initiate a parked regen. See *Regen Switches*, below, for instructions on initiating a parked regen.

RGEN

02/08/2012 f611157

1. Regen Request Switch
2. Regen Inhibit Switch

Fig. 12.1, Regen Request and Inhibit Switches

⚠ WARNING

During parked regen, exhaust temperatures are very high and could cause a fire, heat damage to objects or materials, or personal injury to persons near the exhaust outlet.

Before initiating a parked regeneration, make certain the exhaust outlets are directed away from structures, vegetation, flammable materials, and anything else that may be harmed by prolonged exposure to high heat.

To initiate a parked regen, perform the following steps.

1. Park the vehicle away from all flammable materials, put the transmission in neutral, and set the parking brake.
2. Start and warm the engine until the coolant temperature is at least 150°F (66°C).

[21] Daimler Truck North America, *Cascadia Driver's Manual*, *available at* https://dtnacontent-dtna.prd.freightliner.com/content/dam/public/dtna-servicelit/dtna/pdfs/en_us/freightliner/drivers-manuals/Cascadia%20Driver's%20Manual_pdf, p. 12.2 ("During parked regen, exhaust temperatures are very high and could cause a fire, heat damage to objects or materials, or personal injury to person near the exhaust outlet. Before initiating a parked regeneration, make certain the exhaust outlets are directed away from structures, vegetation, flammable materials, and anything else that may be harmed by prolonged exposure to high heat.").

[22] *Id.* ("Active regeneration can occur automatically anytime the vehicle is moving. The exhaust gas temperature could reach 1500F (800C) which is hot enough to cause a fire, heat damage to objects or materials, or personal injury to person near the exhaust outlet.").

[23] *See* Work Safe BC, *Risk Advisory: Explosion or fire from diesel particulate filter (DPF) systems*, *available at* https://www.worksafebc.com/en/resources/health-safety/risk-advisory/explosion-or-fire-from-diesel-particulate-filter-dpf-systems, January 2015, last viewed June 6, 2026.

[24] *See Cascadia Drivers Manual*, p. 12-2.

36. Beyond the safety concerns associated with excessively high soot loading and regeneration temperatures, unnecessarily frequent regeneration events increase the thermal and chemical stresses imposed on the aftertreatment system. As discussed below, the defective engine calibration in the Class Trucks causes regeneration to occur more frequently than intended, accelerating degradation of the DPF, the downstream SCR catalyst, and related aftertreatment components.

37. Regeneration reduces accumulated soot from the DPF but leaves residual ash that gradually builds up within the DPF over time. Eventually, the DPF must be removed from the One-Box and professionally cleaned or replaced. Cleaning and replacement procedures are costly and operationally disruptive. Cleaning costs can range from several hundred to over a thousand dollars. Because the defective engine calibration increases soot accumulation and regeneration frequency, owners of the Class Trucks have been forced to clean and sometimes replace their DPFs more frequently than would otherwise be necessary. Likewise, replacement of heavily ash-loaded or damaged DPFs can cost several thousand dollars.

C. DPF Damage Caused by the Defective Engine Calibration

38. As previously explained, the defective engine calibration causes the DD15 engines to generate excessive soot. The excessive soot accumulation within the DPF increases both the frequency and duration of high-temperature regeneration cycles, including automatic active regeneration and manual stationary or parked regeneration events.[25] As regeneration frequency increases, the DPF is exposed to elevated temperatures and repeated thermal cycling far more often than would occur during properly calibrated engine operation. Over time, the

[25] EPA, *Particulate Filter General Information* ("An engine emitting excessive P[articulate] M[atter] . . . will cause a DPF to require more frequent" regeneration cycles and cleanings.).

cumulative effects of this repeated heat exposure and thermal stress degrade the DPF filter substrate, accelerate DPF aging, and shorten the useful life of the DPF.[26]

39. The damage caused by excessive regeneration cycles is cumulative. Defendants themselves acknowledged the risk of progressive DPF damage in Field Service Campaign D25M3. DTNA warned that "[o]wners may be liable for any progressive damage that results from failure to complete campaigns within a reasonable time after receiving notification."[27] The Campaign's "Copy of Notice to Owners" similarly warned that "DTNA highly recommends having the campaign completed as soon as possible. To avoid incurring additional downtime and expenses from progressive damages please complete . . . in a timely manner."[28] Defendants' own Field Service Campaign warnings confirm that continued operation with the defective engine calibration results in ongoing and progressive damage to the aftertreatment system.

D. SCR Damage Caused by the Defective Engine Calibration

40. The SCR reduces NOx emissions by using ammonia contained in the diesel exhaust fluid to convert oxides of nitrogen into harmless compounds. The SCR contains a catalytic substrate that facilitates this chemical conversion and is a critical component of the DD15's aftertreatment system.

41. Because the SCR is located downstream from the DPF within the DD15's One-Box aftertreatment system, it is exposed to the elevated temperatures generated during active and parked regeneration events. Excessively frequent regeneration cycles subject the SCR to repeated thermal cycling and elevated temperatures that accelerate aging and degradation of the SCR

[26] For illustration purposes, the thermal cycle during an active regeneration generally starts at typical exhaust temperatures of about 550-800 degrees Fahrenheit, increases to 1100-1500 during the regeneration period, and then returns to 550-800 after the regeneration is complete.
[27] *See Field Service Campaign D25M3*, p. 1.
[28] *See id.* at 4.

catalyst. The same excessive regeneration events also increase thermal and chemical stresses on related aftertreatment components located within the One-Box system.

42. Excessively frequent high-temperature regeneration cycles can degrade the SCR's ability to convert NOx into nitrogen and water. As regeneration frequency and temperatures increase, the cumulative thermal stress accelerates aging of the SCR catalyst and shortens the component's useful service life. In the worst instances, extremely high temperatures can cause the SCR's substrate to melt or for the catalyst to flake away from the SCR's interior walls.

43. As a result, the defective engine calibration subjects the SCRs in the Class Trucks to accelerated aging and degradation beyond what would occur under properly calibrated engine operation. Excessively frequent regeneration cycles similarly accelerate wear and degradation of related aftertreatment components exposed to elevated temperatures and repeated thermal cycling.[29]

E. The Defective Engine Calibration is the Root Cause of the Aftertreatment System Damage

44. Defendants' Campaign materials indicate that the problem originates in the DD15's engine control software calibrations and fuel-mapping strategy, rather than from ordinary wear and tear of the aftertreatment system. Defendants' chosen remedy—a reflash of the MCM software with revised fuel maps without inspection or replace of aftertreatment system components—demonstrates that Defendants identified the defective engine calibration as a significant contributor to the excessive soot accumulation, unnecessarily frequent regeneration cycles, and resulting damage to the aftertreatment system. The revised engine calibration is

[29] How the NOx conversion efficiency, or performance, of an SCR degrades over time is measured by deterioration factor ("DF") testing and reported to emissions regulators.

intended to reduce the rate of soot accumulation and the thermal stress associated with excessive regeneration cycles.[30]

45. Defendants' Field Service Campaign is inadequate because it does not address damage and degradation already sustained by the Class Trucks' DPFs, SCRs, and related aftertreatment components during the years of operation under the defective engine calibration. The Campaign modifies only the engine calibration in an effort to reduce future soot accumulation and regeneration frequency. It does not provide for inspection of the DPFs or SCRs to evaluate thermal fatigue damage, substrate or catalyst degradation, cracking, excessive ash accumulation, or other damage caused by prolonged operation under the defective engine calibration.

46. While the Campaign may alter future engine operation, it does not evaluate or remediate the effects of years of excessive soot accumulation, elevated regeneration temperatures, and unnecessarily frequent thermal cycling. Many Class Trucks accumulated substantial mileage before Defendants implemented the Campaign, exposing the DPFs, SCRs, and related aftertreatment components to prolonged and frequent periods of thermal stresses. The Campaign does not assess the extent of that damage nor restore affected components to their expected service life.

47. Defendants also failed to provide an extended warranty, replacement coverage, or other protection against future premature aftertreatment system component failures attributable to the defective engine calibration. As a result, owners and operators remain responsible for the substantial maintenance costs, repair expenses, downtime, and other operational disruptions associated with degraded or failing DPFs, SCRs, and related aftertreatment components.

[30] *See Field Service Campaign D25M3*, p. 1.

F. Defendants' Misrepresentations Regarding Engine Efficiency, Aftertreatment System Reliability and Durability, and Fuel Economy

48. Defendants marketed the DD15 engine and its aftertreatment system as technologically superior to competing products, emphasizing fuel economy,[31] reduced ownership costs,[32] durability and reliability of the aftertreatment system, reduced regeneration frequency, and superior engineering design.[33] Detroit Diesel Corporation represents that the DD15s deliver "the best of the best in diesel engine technology and engineering," featuring an "innovative aftertreatment system," and providing increased "efficiency, durability and performance."[34] Defendants further represented that the aftertreatment system "shorten[s] regen cycles."[35] DTNA promotes that the DD15's "Ultra-high compression ratios . . . create better combustion" and

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[31] *See, e.g.*, Detroit Diesel Corporation, *DD 15 Gen 5 Engine: New Level On-Highway Efficiency*, *available at* https://www.youtube.com/watch?v=FosMTsNoJI, last visited June 5, 2026 (video claiming engine controls allow faster achievement of peak power and improved fuel efficiency).

[32] Daimler Truck North America, Instagram (May 26, 2020), *available at* https://www.instagram.com/p/CAp9mxqJ9yT, lasted viewed June 5, 2026 (The DD15 is [b]uilt on proven technology and fine-tuned for enhanced performance and durability, the next generation of efficiency has arrived.); Daimler Truck North America, Facebook (May 26, 2020), *available at* https://www.facebook.com/DaimlerTruckNorthAmerica/posts/introducing-the-latest-innovations-from-demand-detroit-the-dd15-gen-5-engine-and/3303526502992887 (same).

[33] Detroit Trucks North America, *With new power ratings, improved fuel economy and the rock-solid reliability you expect from Detroit®, the DD15® Gen 5 is equipped for any job, available at* https://dtnacontent-dtna.prd.freightliner.com/content/dam/enterprise/documents/DDCPWR%2015904%20-%20DD15%20Gen%205%20Engine%20Vocational%20Spec%20Sheet_3.0.pdf ("A new and innovative feature shortens regen cycles by preventing aftertreatment system cooldown during coasting.")

[34] Detroit Diesel Corporation, *Detroit DD15 Engine*, *available at* www.demanddetroit.com/engines/dd15, last visited on June 5, 2026.

[35] *Id.*; Detroit Diesel Corporation, Facebook (April 5, 2021), facebook.com, *available at* https://www.facebook.com/demanddetroit/videos/its-whats-on-the-inside-that-counts-the-dd15-gen-5-has-been-re-engineered-and-re/830659134195967, last viewed June 5, 2026 (claiming that new engine and aftertreatment system features shorten regen cycles, leading to more uptime for operators); Detroit Diesel Corporation, Facebook (October 2, 2020), facebook.com, *available at* https://www.facebook.com/demanddetroit/videos/dd15-gen-5-in-the-western-star-49x/3418144861576204, last viewed June 5, 2026 (claiming that "fuel in the DD15 gen five burns more completely," leading to improved aftertreatment system reliability).

achieve "up to 3% better fuel economy than previous generations"—a big selling point for businesses operating long-haul trucks.[36] Acknowledging the importance of engine power and responsiveness to their customer base, Detroit Diesel Corporation claims that the DD15 reaches "peak power and torque . . . faster, which gets payloads moving without compromising efficiency."[37]

49. The following brochure is an example of the representations to the public Defendants made regarding the Class Trucks:[38]

[36] Daimler Truck North America, *Western Star Introduces All-New 57X, available at* https://northamerica.daimlertruck.com/news-stories/2022/western-star-introduces-all-new-57x *last viewed June 5, 2026* (making a variety of claims regarding improved "fuel economy" and that the DD15-equipped 57X truck "provides safety, efficiency, durability, and prestige . . . .")

[37] *See Detroit DD15 Engine.*

[38] Daimler Truck North America, *Detroit DD15 Gen 5 Vocational Technical Specs*, *available at* https://dtnacontent-dtna.prd.freightliner.com/content/dam/enterprise/documents/DDCPWR%2015904%20-%20DD15%20Gen%205%20Engine%20Vocational%20Spec%20Sheet_3.0.pdf, last viewed June 15, 2026.



50. Defendant Detroit Diesel provides particularly unambiguous misrepresentations in one of its videos regarding superior combustion performance and resulting lower DPF soot

loading. Detroit Diesel claims that "Fuel in the DD15 Gen 5 burns more completely, achieving maximum power from every piston stroke ***with the added benefit of less fuel wasted and less soot through the DPF***."[39] The video goes on to claim, incorrectly, that new features "increase engine performance and aftertreatment reliability" and "result[] in less regens, longer replacement intervals, and reduced replacement costs."[40] This is the exact opposite of the facts revealed in materials explaining Field Service Campaign D25M3.

51. Defendant Western Star highlights similar characteristics of the DD15 engine. Western Star claims, for example, that the DD15 is "designed with the best in cutting-edge diesel engine technology for optimized power, durability, productivity, and efficiency.[41] It also claims its Model 49X is the "industry leading heavy-duty truck for durability, safety, and getting the job done."[42] On social media, Western Star claims the "#AllNew47 has got the power. The Demand Detroit #DD15 Gen 5 engine was designed with vocational-specific features including new power ratings and improved aftertreatment system to decrease regens."[43] Finally, it represents that the "Demand Detroit #DD15 Gen 5 . . . bring[s] efficiency and performance to the next level. It offers the best in cutting-edge diesel engine technology and engineering, resulting in the

[39] Detroit Diesel Corporation, *The DD15 Gen 5 Engine: Vocational Features*, *available at* https://www.youtube.com/watch?v=pmrCWrdxsNA, last viewed on June 5, 2026, at 0:00:18 to 0:00:30 (emphasis added).

[40] *Id.* at 0:00:53 to 0:01:02.

[41] Western Star Trucks, *Model 47X: Western star offers components that deliver the power and reliability you can count on*, *available at* https://www.westernstartrucks.com/powertrain, last viewed June 10, 2026.

[42] Western Star Trucks, *Model 49X:Turning mountains into molehills*, *available at* https://www.westernstartrucks.com/powertrain, last viewed June 10, 2026.

[43] Western Star Trucks, Facebook (March 3, 2021), facebook.com, *available at* https://www.facebook.com/westernstartrucks/photos/the-allnew49x-has-got-the-power-the-demand-detroit-dd15-gen-5-engine-was-designe/10158850350963293/?locale=bs_BA, last viewed June 8, 2026.

most reliable engine for your Western Star."[44] In general, the striking similarities between the marketing materials published by DTNA, Detroit Diesel Corporation, and Western Star suggests a high degree of coordination regarding the scope and contours of Defendants' representations about the Class Trucks and the DD15 engines.

52. Defendants' marketing specifically emphasizes the reliability and performance of the DD15's aftertreatment system in marketing directed to commercial trucking operators, whose purchasing decisions are heavily influenced by fuel economy, uptime, reliability, durability, total cost of ownership, and vehicle safety.[45] For example, Defendant DTNA's Freightliner Trucks Division represents that Defendants had "continued to develop cutting-edge innovation on diesel particulate filters and aftertreatment systems, with the goal of decreasing potential [aftertreatment system] problems and increasing uptime,"[46] and further claimed that a "new aftertreatment system is able to do more with less space, increasing [aftertreatment system] maintenance intervals."[47] Defendants also claimed the DD15s delivered "power, uptime, and optimum fuel economy."[48] Heavy-duty trucks equipped with DD15 engines are designed and marketed for high-mileage commercial use, where even modest increases in fuel consumption, downtime, maintenance frequency, or repair costs materially affect operating profitability.

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[44] Western Star Trucks, Facebook (October 11, 2020), facebook.com, *available at* https://www.facebook.com/westernstartrucks/videos/dd15-gen-5-western-star-trucks/796786477587357, last viewed June 9, 2026.

[45] Freightliner, *The Detroit DD15: The Next Generation of Efficiency*, *available at* https://www.freightliner.com/demand-detroit/engines/dd15, last viewed June 5, 2026 ("The DD15 ® engine touts impressive power ratings, an innovative aftertreatment system and other key features to increase efficiency, durability and performance. Designed with enhanced down speeding for better fuel economy and a swirl piston design for maximum combustion.").

[46] *Id.*

[47] *Id.*

[48] Detroit Diesel Corporation, *Integrated Detroit Powertrain*, *available at* www.demanddetroit.com/idp, last visited May 12, 2026.

53. The consequences of the defective engine calibration undermine Defendants' marketing representations. Rather than reducing regeneration frequency and duration, increasing aftertreatment system reliability and durability, and lowering operating costs, the defect causes excessive soot accumulation, more frequent regeneration events, accelerated degradation of the DPFs and SCRs, increased DPF maintenance, and reduced vehicle reliability. Plaintiffs and Class members incurred more frequent DPF cleanings and replacements, downtime, and other operational disruptions in direct conflict with Defendants' representations regarding durability, efficiency, uptime, and reduced ownership costs.

54. Defendants' representations regarding the DD15's engineering, fuel efficiency, reliability, durability, and aftertreatment-system performance were material to Plaintiffs' and Class Members' purchasing decisions. For commercial trucking operators, fuel economy is among the most significant factors in vehicle selection because it is the key driver of total cost of ownership. Even if the Campaign's reduction in fuel economy proves modest, any decreases in fuel efficiency translate into substantial increases in operating costs over hundreds of thousands of miles these working trucks are driven in their lifetimes. Plaintiffs and Class members paid premium prices for vehicles equipped with DD15 engines and aftertreatment systems but did not receive the performance, durability, reliability, and reduced operating costs Defendants promised. The Defect therefore deprived Plaintiffs and Class members of the benefit of their bargain.

G. The Software Reflash Will Increase Fuel Consumption and Reduce Engine Performance

55. The Campaign attempts to reduce soot accumulation and regeneration frequency by revising the DD15's engine calibration. The fundamental premise of the reflash is that modifying the engine calibration will reduce engine-out soot production. However, changes to

engine calibrations necessarily involve engineering tradeoffs that will adversely affect fuel economy and other performance characteristics valued by owners and operators of the Class Trucks.

56. In diesel-engine design and calibration, soot production, fuel economy, NOx emissions, power output, and engine responsiveness are closely interrelated. Reducing soot production typically requires changes to fuel-injection timing, injection pressure, air-fuel ratios, or other combustion parameters. Although such changes may reduce DPF soot loading and regeneration frequency, they can also produce unintended consequences, including:

- Increased fuel consumption due to more complete combustion strategies designed to reduce soot by injecting fuel after the power stroke is complete;
- Reduced torque or horsepower under certain operating conditions; and
- Changes in drivability characteristics, including throttle response, turbo lag, or power delivery.

57. The Campaign bulletin identifies the remedy solely as updating the MCM's fuel maps[49] but it does not disclose whether the revised calibration affects fuel economy, horsepower, torque, drivability, or other performance characteristics. On information and belief, the Campaign's revised fuel maps reduce fuel efficiency by injecting some fuel after the main combustion stroke is complete in order to burn up some of the soot before the exhaust enters the DPF. For commercial trucking operators, even modest reductions in fuel economy or performance can have significant economic consequences. For example, a typical long-haul

[49] *Field Service Campaign D25M3*, p. 5.

truck driver covering 100,000 miles per year with a DD15-powered rig would see operating costs increase approximately $1,400 per year for a two percent drop in fuel efficiency.[50]

V. CLASS ACTION ALLEGATIONS

58. Plaintiffs bring this lawsuit as a class action pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), (b)(3), and/or (c)(4) on behalf of themselves and all others similarly situated as members of the following Nationwide Class and State Classes (collectively, the "Classes"). The Class Trucks implicated by this Complaint include all of those equipped with a model year 2021 through 2025 Gen5 DD15 engine (model 472.912) produced between January 15, 2020, and February 21, 2025 (the "Class Trucks").

59. The proposed Classes are defined as:

Nationwide Class: All persons and entities who purchased or leased a Class Truck in the United States, including its territories.

California State Class: All persons and entities who purchased or leased a Class Truck in California.

Kentucky State Class: All persons and entities who purchased or leased a Class Truck in Kentucky.

Pennsylvania State Class: All persons and entities who purchased or leased a Class Truck in Pennsylvania.

Texas State Class: All persons and entities who purchased or leased a Class Truck in Texas.

60. Excluded from the Classes are:

[50] Assumes current average national price of $5.20/gallon for diesel fuel with a base fuel efficiency of 7.5 MPG.

a. Defendants' officers, directors, employees; Defendants' affiliates and affiliates' officers, directors, and employees; Defendants' distributors and distributors' officers, directors, and employees; and

b. Judicial officers and their immediate family members and associated court staff assigned to this case.

61. Plaintiffs reserve the right to amend the Class definitions if discovery and further investigation reveal that any Class should be expanded, reduced, divided into additional subclasses under Rule 23(c)(5), or modified in any other way.

62. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence as would be used in individual actions alleging the same claims. This action may also, in the Court's discretion, be maintained as a class action with respect to particular common issues.

63. This action has been brought and may be properly maintained on behalf of each of the Classes proposed herein under Federal Rule of Civil Procedure 23 and satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of its provisions.

A. Numerosity: Federal Rule of Civil Procedure 23(a)(1)

64. The members of the Classes are so numerous and geographically dispersed that individual joinder of all Class members is impracticable. Plaintiffs are informed and believe that there are approximately hundreds of thousands of members of the Nationwide Class, and at least hundreds or thousands of members in each State Class. The precise number and identities of Nationwide Class and State Class members may be ascertained from Defendants' records. Class members may be notified of the pendency of this action by recognized, Court-approved notice

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

B. Commonality and Predominance: Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3)

65. This action involves common questions of law and fact, which predominate over any questions affecting individual Class members, including, without limitation:

a. Whether the original DD15 engine calibration was defective and caused the Class Trucks to generate excessive soot;

b. Whether excessive soot accumulation caused unnecessarily frequent active and parked regeneration events;

c. Whether the defective engine calibration accelerated degradation of the DPFs, SCRs, and related aftertreatment components;

d. Whether the defective engine calibration created a dangerous safety risk;

e. Whether Defendants knew or should have known of the defective engine calibration and resulting aftertreatment-system damage and, if so, when;

f. Whether Defendants adequately disclosed the defect and its consequences to purchasers of the Class Trucks;

g. Whether Defendants' Field Service Campaign D25M3 adequately remedies the defect and resulting aftertreatment-system damage;

h. Whether Defendants' representations regarding fuel economy, regeneration frequency, aftertreatment-system reliability, durability, uptime, operating costs, and safety were false or misleading;

i. Whether Defendants violated the consumer protection, warranty, and other laws asserted herein;

j. Whether Plaintiffs and Class members suffered an ascertainable loss or damages as a result of the defect;

k. Whether Plaintiffs and Class members are entitled to damages, restitution, equitable relief, injunctive relief, or other relief; and

l. The proper measure of damages and other relief.

C. Typicality: Federal Rule of Civil Procedure 23(a)(3)

66. Plaintiffs' claims are typical of the claims of the members of the proposed classes whom they seek to represent under Fed. R. Civ. P. 23(a)(3) because Plaintiffs and each Class member purchased or leased a Class Truck and were comparably injured through Defendants' wrongful conduct as described above. Plaintiffs and the other Class members suffered damages as a direct proximate result of the same wrongful practices by Defendants. Plaintiffs' claims arise from the same practices and courses of conduct that give rise to the claims of the other Class members. Plaintiffs' claims are based upon the same legal theories as the claims of the other Class members.

D. Adequacy: Federal Rule of Civil Procedure 23(a)(4)

67. Plaintiffs will fairly and adequately represent and protect the interests of the Classes as required by Fed. R. Civ. P. 23(a)(4). Plaintiffs' interests do not conflict with the interests of the Class members. Plaintiffs have retained counsel experienced in complex class action litigation, including vehicle emissions litigation and other complex consumer protection litigation. Plaintiffs intend to prosecute this action vigorously. Neither Plaintiffs nor their counsel have interests that conflict with the interests of the other Class members. Therefore, the interests of the Class members will be fairly and adequately protected.

E. Declaratory and Injunctive Relief: Federal Rule of Civil Procedure 23(b)(2)

68. Defendants have acted or refused to act on grounds generally applicable to Plaintiffs and other members of each Class, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to each Class as a whole.

F. Superiority: Federal Rule of Civil Procedure 23(b)(3)

69. A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in its management. While Class members have suffered significant economic harm, the cost and burden of individually litigating these claims against Defendants would be substantial and would make individual actions impractical for many Class members.

70. Even if Class members could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

VI. ANY APPLICABLE STATUTES OF LIMITATION ARE TOLLED

A. Discovery Rule Tolling

71. For the following reasons, any otherwise-applicable statutes of limitation have been tolled by the discovery rule with respect to all claims.

72. Through the exercise of reasonable diligence, and within any applicable statutes of limitation, Plaintiffs and members of the proposed Class could not have discovered that Defendants were concealing the defective engine calibration in the Class Trucks and the resulting aftertreatment system damage. The defect involved sophisticated engine control software that was not accessible to or understandable by ordinary consumers.

73. Plaintiffs and the other Class members could not have reasonably discovered, and did not know of facts that would have caused a reasonable person to suspect, that Defendants intentionally failed to report information within their knowledge to federal and state authorities, dealerships, or consumers until—at the earliest—July 22, 2025, when Defendants first publicly disclosed the existence of the defect through Field Service Campaign D25M3. Plaintiffs did not discover Defendants' wrongful conduct until after that date, upon receiving notification of the campaign and/or learning of the defect in connection with retaining counsel.

74. Likewise, a reasonable and diligent investigation could not have disclosed that Defendants had information in their possession about the existence of the defective engine calibration and its effect on the Class Trucks' aftertreatment components, and that they concealed that information, which Plaintiffs only discovered shortly before this action was filed.

B. Tolling Due to Fraudulent Concealment

75. Throughout the relevant time period, all applicable statutes of limitation have been tolled by Defendants' knowing and active fraudulent concealment of the facts alleged in this Complaint.

76. Upon information and belief, before publicly disclosing the defect through Field Service Campaign D25M3, Defendants knew of the defective engine calibration in the Class Trucks, and the resulting excessive soot accumulation, excessive regeneration frequency, and aftertreatment system damage, but continued to allow Plaintiffs and Class members to purchase and operate the Class Trucks with the defective calibration. In so doing, Defendants concealed and/or failed to disclose the true nature of the defect and its consequences to Plaintiffs and Class members.

77. Instead of disclosing the defect, Defendants continued to manufacture, market, and sell Class Trucks without disclosing that the defective engine calibration caused excessive

engine soot production leading to failures and accelerated aging of the Class Trucks' aftertreatment components.

78. Any otherwise-applicable statutes of limitation have therefore been tolled by Defendants' exclusive knowledge and active concealment of the facts alleged herein.

C. Estoppel

79. Defendants were and are under a continuous duty to disclose to Plaintiffs and Class members the true character, quality, and nature of the Class Trucks, including the performance and reliability and durability of their aftertreatment systems, and their compliance with applicable federal and state law.

80. Although Defendants had the duty throughout the relevant period to disclose to Plaintiffs and Class members that the Class Trucks contained a defective engine calibration causing excessive soot production, excessive regeneration frequency, and damage to the aftertreatment system, Defendants did not disclose this information and did not correct their other disclosures with respect to the Class Trucks. Defendants actively concealed the true character, quality, and nature of the defect in the Class Trucks, and made misrepresentations about the quality, reliability, characteristics, and/or performance of the Class Trucks.

81. Defendants actively concealed the true character, quality, performance, and nature of the defect in the Class Trucks, and Plaintiffs and the Class members reasonably relied upon Defendants' knowing and active concealment of these facts.

82. Based on the foregoing, Defendants are estopped from relying on any statutes of limitations in defense of this action.

VII. CLAIMS

A. Claims Asserted on Behalf of the Nationwide Class

1. NATIONWIDE COUNT I: Fraud by Concealment (Common Law)

83. Plaintiffs Fire Chief Transport LLC and Happycat Transport LLC (hereinafter referred to in this Count as "Plaintiffs") re-allege and incorporate by reference all paragraphs as though fully set forth herein.

84. Plaintiffs bring this Count on behalf of themselves and the Nationwide Class under Oregon law or, in the alternative, under the laws of all fifty states and Puerto Rico, against all Defendants. In the alternative, Plaintiffs bring claims on behalf of the State Classes under the respective State laws against all Defendants.

85. Defendants are liable for both fraudulent concealment and nondisclosure. *See, e.g.*, Restatement (Second) of Torts §§ 550-51 (1977).

86. Specifically, Defendants committed fraud by:

a. knowingly and intentionally failing to disclose to Plaintiffs and Nationwide Class members material information about the Class Trucks' true engine performance, fuel efficiency, regeneration frequency, reliability, durability, operating costs, and safety, while obtaining money from Nationwide Class members;

b. misrepresenting the Class Trucks as free from defects affecting engine performance, fuel efficiency, regeneration frequency, aftertreatment-system reliability and durability, and engine-related safety risks;

c. knowingly designing and manufacturing the Class Trucks in an unsafe manner that caused them to achieve worse performance, reliability, and

durability than what was represented to individuals and entities who purchased them, and failing to adequately remedy the defect and resulting aftertreatment-system damage; and

d. knowingly and intentionally omitting that Field Service Campaign D25M3 may adversely affect fuel efficiency and other performance characteristics.

87. Defendants had a duty to disclose the engine calibration defect and the detrimental effects it has on soot accumulation, regeneration frequency, fuel efficiency, and the reliability and durability of the aftertreatment system because they:

a. possessed exclusive knowledge due to their involvement in the design and testing of the engine control software and validation and durability testing of the aftertreatment system in Class Trucks. Defendants also knew that these technical facts were not known to or reasonably discoverable by Plaintiffs and the Classes;

b. possessed exclusive knowledge that Field Service Campaign D25M3 would be necessary and may adversely affect fuel economy and other performance characteristics and fails to address the cumulative degradation and premature aging already suffered by the DPFs, SCRs, and related aftertreatment components before implementation of the Campaign reflash;

c. intentionally concealed the foregoing from Plaintiffs and Nationwide Class members; and

d. made affirmative statements and incomplete representations about the Class Trucks with respect to engine performance, fuel efficiency, reduced

regeneration cycles, and aftertreatment system reliability and durability while purposefully withholding material facts about the engine calibration defect. In uniform advertising and marketing materials provided with the Class Trucks, Defendants intentionally concealed, suppressed, and failed to disclose to Plaintiffs and the Classes the engine calibration defect and its effects on soot accumulation, regeneration frequency, fuel efficiency, and aftertreatment system reliability and durability.

88. Defendants knew that these facts about the Class Trucks would be important to customers deciding to purchase them. Defendants ensured that Plaintiffs and the Classes did not discover this information through actively concealing it. Defendants intended for Plaintiffs and the Classes to rely on their misrepresentations and omissions—which they did by paying for the Class Trucks.

89. Plaintiffs' and Nationwide Class members' reliance on Defendants' concealed facts, omissions, and false or misleading representations was reasonable because a reasonable customer would not have expected that their Class Trucks contain dangerously defective engine calibrations that do not provide the represented and reasonably expected engine performance, safety, fuel efficiency, and aftertreatment system reliability and durability. A reasonable consumer would have considered these facts important in deciding whether to purchase the Class Trucks or to pay a lesser price.

90. In breach of their duty to disclose material facts about the engine calibration defect, Defendants' deceptive actions harmed Plaintiffs and the Classes. Because Defendants fraudulently concealed the truth about the Class Trucks, Plaintiffs and other customers who paid for the Class Trucks suffered economic losses. Plaintiffs suffered damages including but not

limited to overpaying for vehicles that did not perform as represented and reasonably expected, increased fuel consumption, frequent and costly DPF cleanings and replacements, accelerated degradation of DPFs, SCRs, and related aftertreatment components, increased downtime, reduced vehicle reliability, and out-of-pocket repair expenses. Accordingly, Defendants are liable to Plaintiffs and the Classes for damages in an amount to be proven at trial.

91. Defendants' acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud; in reckless disregard of the rights of Plaintiffs and the Classes; and to enrich themselves. Their misconduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount shall be determined according to proof at trial.

2. NATIONWIDE COUNT II: Unjust Enrichment (Common law)

92. Plaintiffs Fire Chief Transport LLC and Happycat Transport LLC (hereinafter referred to in this Count as "Plaintiffs") re-allege and incorporate by reference paragraphs 1-82 as though fully set forth herein.

93. Plaintiffs bring this Count on behalf of themselves and the Nationwide Class under Oregon law or, in the alternative, under the laws of all fifty states and Puerto Rico, against all Defendants. In the alternative, Plaintiffs bring claims on behalf of the State Classes under the respective State laws against all Defendants.

94. By reason of their conduct, Defendants caused damages to Plaintiffs and the Classes. Plaintiff and the Classes conferred a benefit on Defendants by overpaying for Class Trucks at prices that were artificially inflated by Defendants' misrepresentations, concealment, and omissions regarding the true nature of the Class Trucks' engine performance, fuel efficiency,

regeneration frequency, and aftertreatment system durability and reliability, as well as the existence of the dangerous engine calibration defect.

95. As a result of Defendants' fraud and deception, Plaintiffs and members of the Classes were not aware of the true facts concerning the Class Trucks.

96. Plaintiffs and members of the Classes did not benefit from the Defendants' misconduct.

97. Defendants knowingly benefitted from their unjust conduct. They sold and leased the Class Trucks for more than what the vehicles were worth, and/or accepted the inflated benefits from the sale and lease of the Class Trucks, at the expense of Plaintiffs and the Classes.

98. Plaintiffs and the Classes conferred tangible and material economic benefits upon Defendants when they purchased or leased the Class Trucks. Defendants profit from sales and leases of Class Trucks, including through Defendants' authorized dealership network.

99. Defendants readily accepted and retained these benefits from Plaintiffs and the Classes. Plaintiffs and the Classes would not have purchased or leased the Class Trucks, or would have paid less for them, had they known the truth about these vehicles at the time of purchase or lease. Therefore, Defendants profited from the sale and lease of the Class Trucks to the detriment and expense of Plaintiffs and the Classes.

100. It is inequitable and unconscionable for Defendants to retain these benefits because they misrepresented and concealed material facts regarding the Class Trucks' engine performance, fuel efficiency, regeneration frequency, and aftertreatment system reliability and durability. Defendants further concealed the existence and consequences of the engine calibration defect. Plaintiffs and members of the proposed Classes would not have purchased the Class Trucks or would have paid less for them, had Defendants disclosed the truth.

101. Plaintiffs and the Classes do not have an adequate remedy at law.

102. Equity cannot in good conscience permit Defendants to retain the benefits that they derived from Plaintiffs and the Classes through unjust and unlawful acts, and therefore restitution or disgorgement of the amount of Defendants' unjust enrichment is necessary.

103. Plaintiffs plead this claim separately as well as in the alternative to their claims for damages under Fed. R. Civ. P. 8(a)(3). If Plaintiffs' claims for damages are dismissed or judgment is entered on them in favor of Defendants, the Plaintiffs will have no adequate legal remedy.

3. NATIONWIDE COUNT III: Breach of Implied Warranty of Merchantability (Uniform Commercial Code)

104. Plaintiffs Fire Chief Transport LLC and Happycat Transport LLC (hereinafter referred to in this Count as "Plaintiffs") re-allege and incorporate by reference all paragraphs as though fully set forth herein.

105. Plaintiffs bring this Count on behalf of themselves and the Nationwide Class under Oregon law or, in the alternative, under the laws of all fifty states and Puerto Rico, against all Defendants. All states (except Louisiana which has its own analog) have adopted Uniform Commercial Code § 2-314, which provides that every contract for sale includes an implied warranty that the goods are merchantable. This common question of merchantability is the essence of an implied warranty claim and predominates over any potential differences among the states' individual implied warranty laws.

106. In the alternative, as detailed in the State-specific counts below, Plaintiffs bring Counts on behalf of the State Classes under the respective State laws, against all Defendants.

107. Defendants are liable for breach of the implied warranty of merchantability. *See, e.g.*, U.C.C. §§ 2-314, 2A-212.

108. Defendants are and were at all relevant times "merchant[s]" and "seller[s]" of vehicles under U.C.C. § 2-314.

109. With respect to leases, Defendants are and were at all relevant times "lessors" of vehicles under U.C.C. § 2A-212.

110. The Class Trucks are and were at all relevant times "goods" within the meaning of U.C.C. § 2-314 and § 2A-212.

111. Warranties that the Class Trucks were in merchantable condition and fit for the ordinary purpose for which vehicles are used, and conformed to the promises and affirmations of fact made on their labels, are implied by law pursuant to U.C.C. § 2-314 and 2A-212.

112. These Class Trucks, when sold and at all relevant times thereafter, were defective and not in merchantable condition, would not pass without objection in trade, and were not fit for the ordinary purpose for which such vehicles are used. Specifically, Defendants installed the dangerously defective engine calibration that caused excessive soot generation, excessive regeneration frequency, accelerated degradation of the DPFs, SCRs, and related aftertreatment components, reduced vehicle reliability, increased operating and maintenance costs, and created safety risks.

113. Defendants were provided notice of these issues by way of a letter sent by Plaintiff. Defendants were also on notice of the engine calibration defect through Field Service Campaign D25M3. Alternatively, Plaintiff was excused from providing Defendants with notice because such notice would have been futile. As alleged herein, Defendants were aware of the engine calibration defect and its effects on the aftertreatment system before Plaintiff provided

notice, yet Defendants failed to implement an adequate remedy for the damage caused by the defect, including the premature degradation of DPFs, SCRs, and related aftertreatment components.

114. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiffs and Nationwide Class members have been damaged in an amount to be proven at trial.

B. Claims Asserted on Behalf of the State-Specific Classes

1. California

a. CALIFORNIA COUNT I: Violations of the California Unfair Competition Law Cal. Bus. & Prof. Code § 17200, *et seq.*

(On Behalf of the California State Class)

115. Plaintiff Fire Chief Transport LLC (hereinafter referred to in this Count as "Plaintiff") re-alleges and incorporates by reference paragraphs 1-82 and 130-138 as though fully set forth herein.

116. Plaintiff brings this Count on behalf of itself and the California State Class against all Defendants.

117. California Business and Professions Code § 17200 prohibits any "unlawful, unfair, or fraudulent business act or practices." Defendants have engaged in unlawful, fraudulent, and unfair business acts and practices in violation of the Unfair Competition Law ("UCL").

118. Defendants' knowing and intentional conduct, as described herein, constitutes unlawful, fraudulent, and unfair business acts and practices in violation of the UCL. Defendants violated the UCL in at least the following ways:

a. by knowingly and intentionally failing to disclose to Plaintiff and California State Class members material information about the Class

Trucks' true engine performance, fuel efficiency, regeneration frequency, reliability, durability, operating costs, and safety, while obtaining money from California State Class members;

b. by misrepresenting the Class Trucks as free from defects affecting engine performance, fuel efficiency, regeneration frequency, aftertreatment-system reliability and durability, and engine-related safety risks;

c. by knowingly designing and manufacturing the Class Trucks in an unsafe manner that caused them to achieve worse performance, reliability, and durability than what was represented to individuals and entities who purchased them, and failing to adequately remedy the defect and resulting aftertreatment-system damage;

d. by knowingly and intentionally omitting that Field Service Campaign D25M3 may adversely affect fuel efficiency and other performance characteristics; and

e. by violating the other California laws alleged herein, including the False Advertising Law, California Commercial Code, and Song-Beverly Consumer Warranty Act.

119. Defendants owed Plaintiff and California State Class members a duty to disclose the truth about the defective engine calibration and its consequences in the Class Trucks because Defendants:

a. possessed exclusive knowledge due to their involvement in the design, installment, and extensive testing of engine control software, engine

performance, and aftertreatment system reliability and durability in the Class Trucks;

b. possessed exclusive knowledge that Field Service Campaign D25M3 would be necessary and may adversely affect fuel economy and other performance characteristics;

c. intentionally concealed the foregoing from Plaintiff and California State Class members; and

d. made, helped to make, or conspired to make incomplete representations regarding the Class Trucks' performance, reliability, and durability, and about the impact of Field Service Campaign D25M3 while purposefully withholding material facts from Plaintiff and the California State Class members that contradicted these representations.

120. Defendants' acts and practices were likely to deceive and did deceive Plaintiff and the public. In failing to disclose the dangerous engine control system software defect and suppressing other material facts from Plaintiff and California State Class members, Defendants breached their duty to disclose these facts, violated the UCL, and caused injuries to Plaintiff and California State Class Members.

121. Defendants' misrepresentations and omissions alleged herein caused Plaintiff and the California State Class members to make their purchases of their Class Trucks. Defendants concealed facts, omissions, and false or misleading representations to Plaintiff and the California State Class members, as alleged herein, are material in that a reasonable consumer would have considered them important in deciding whether to purchase the Class Trucks or to pay a lesser price.

122. Absent those misrepresentations and omissions, Plaintiff and California State Class members would not have purchased these Class Trucks, would not have purchased these Class Trucks at the prices they paid, and/or would have purchased less expensive alternative vehicles that did not have the defective engine calibration or issues with degraded aftertreatment system reliability and durability.

123. Accordingly, Plaintiff and California State Class members have suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' misrepresentations and their concealment of and failure to disclose material information.

124. Defendants' violations present a continuing risk to Plaintiff and California State Class members, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

125. The injuries suffered by Plaintiff and Class members are not outweighed by any potential countervailing benefit to consumers or to competition, nor are the injuries that Plaintiff and California State Class members suffered injuries that could have been reasonably avoided.

126. Plaintiff pleads this claim separately as well as in the alternative to its claims for damages under Fed. R. Civ. P. 8(a)(3). If Plaintiff's claims for damages are dismissed or judgment is entered on it in favor of Defendants, Plaintiff will have no adequate legal remedy. Additionally, Plaintiff has no adequate remedy at law, including for the future unlawful acts, methods, or practices as set forth above absent an injunction, and Plaintiff and the California State Class members lack an adequate remedy at law to recover or fully recover amounts and benefits subject to restitution pursuant to this cause of action.

127. Moreover, Defendants' alleged misconduct is ongoing and therefore damages are not certain or prompt and thus are an inadequate remedy to address the conduct that injunctions are designed to prevent.

128. Plaintiff requests that this Court enter such orders or judgments as may be necessary to enjoin Defendants from continuing their unfair, unlawful, and/or deceptive practices and to restore to members of the California State Class any money it acquired by unfair competition, including restitution and/or restitutionary disgorgement, as provided in Cal. Bus. & Prof. Code § 17203 and Cal. Bus. & Prof. Code § 3345; and for such other relief set forth below.

129. Plaintiff, on behalf of themselves and the California State Class, further seek an award of attorneys' fees and costs under California Code of Civil Procedure § 1021.5.

b. CALIFORNIA COUNT II:
Violations of the California False Advertising Law
Cal. Bus. & Prof. Code § 17500 *et seq.*

(On Behalf of the California State Class)

130. Plaintiff Fire Chief Transport LLC (hereinafter referred to in this Count as "Plaintiff") re-alleges and incorporates by reference all of the foregoing paragraphs as though fully set forth herein.

131. Plaintiff brings this Count on behalf of itself and the California State Class against all Defendants.

132. California Bus. & Prof. Code § 17500 states: "It is unlawful for any . . . corporation . . . with intent directly or indirectly to dispose of real or personal property . . . to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated . . . from this state before the public in any state, in any newspaper or other publication, or any advertising device, . . . or in any other manner or means whatever,

including over the Internet, any statement . . . which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading."

133. Defendants caused to be made or disseminated through California and the United States, through advertising, marketing and other publications, statements that were untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to Defendants, to be untrue and misleading to consumers, including California State Class members.

134. Defendants have violated Section 17500 because the misrepresentations and omissions regarding the engine performance, fuel efficiency, regeneration frequency, and aftertreatment system reliability, durability, operating costs as set forth in this Complaint were material and likely to deceive a reasonable consumer.

135. Plaintiff and the other California State Class members have suffered an injury in fact, including the loss of money or property, as a result of Defendants' unfair, unlawful, and/or deceptive practices. In purchasing or leasing their Class Trucks, the California State Class relied on the misrepresentations and/or omissions of Defendants. Defendants' representations turned out not to be true because the Class Trucks were equipped with a dangerously defective engine calibration that causes excessive soot generation, excessive regeneration frequency, and accelerated degradation of DPFs, SCRs, and related aftertreatment components.

136. All of the wrongful conduct alleged herein occurred in the conduct of Defendants' business. Defendants' wrongful conduct is part of a pattern or generalized course of conduct that was perpetuated, both in the State of California and nationwide.

137. The California State Class requests that this Court enter such orders or judgments as may be necessary to enjoin Defendants from continuing their unfair, unlawful, and/or deceptive practices and to restore to the California State Class any money Defendants acquired by unfair competition, including restitution and/or restitutionary disgorgement, and for such other relief set forth below.

138. Plaintiff pleads this claim separately as well as in the alternative to its claims for damages under Fed. R. Civ. P. 8(a)(3). If Plaintiff's claims for damages are dismissed or judgment is entered on it in favor of Defendants, Plaintiff will have no adequate legal remedy. Additionally, Plaintiff has no adequate remedy at law, including for the future unlawful acts, methods, or practices as set forth above absent an injunction, and Plaintiff and the California State Class members lack an adequate remedy at law to recover or fully recover amounts and benefits subject to restitution pursuant to this cause of action.

c. CALIFORNIA COUNT III: Breach of Express Warranty Cal. Com. Code §§ 2313 and 10210

(On Behalf of the California State Class)

139. Plaintiff Fire Chief Transport LLC (hereinafter referred to in this Count as "Plaintiff") re-alleges and incorporates by reference all of the foregoing paragraphs as though fully set forth herein.

140. Plaintiff brings this Count on behalf of itself and the California State Class against all Defendants.

141. Defendants are and were at all relevant times "merchant[s]" with respect to vehicles under Cal. Com. Code §§ 2104(1) and 10103(c), and "sellers" of vehicles under § 2103(1)(d).

142. With respect to leases, Defendants are and were at all relevant times "lessors" of vehicles under Cal. Com. Code § 10103(a)(16).

143. The Class Trucks are and were at all relevant times "goods" within the meaning of Cal. Com. Code §§ 2105(1) and 10103(a)(8).

144. In connection with the purchase or lease of new Class Trucks, DTNA and Western Star provide a limited warranty which covers defects in material and/or workmanship within the warranty period. Detroit Diesel provides an engine warranty for 2 years (unlimited miles).

145. Defendants' warranties formed a basis of the bargain that was reached when consumers purchased or leased Class Trucks.

146. Despite the existence of warranties, Defendants failed to inform Plaintiff and California State Class members that the Class Trucks were defectively designed because they were equipped with the dangerous engine calibration defect that caused excessive soot generation, excessive regeneration frequency, accelerated degradation of the DPFs, SCRs, and related aftertreatment components, reduced vehicle performance, reliability, and durability, and increased operating and maintenance costs, and Defendants failed to adequately remedy the defect and resulting aftertreatment system damage free of charge.

147. Defendants breached the express warranty promising to repair and correct defects in materials and workmanship. Defendants have not repaired or adjusted, and have been unable to repair or adjust, the Class Trucks' materials and workmanship defects and are unable to do so without negatively affecting the performance of the Class Trucks.

148. Affording Defendants a reasonable opportunity to cure their breach of written warranties would be unnecessary and futile here.

149. Furthermore, the limited warranty promising to repair and correct Defendants' defects in materials and workmanship fails in its essential purpose because the contractual remedy is insufficient to make California State Class members whole and because Defendants have failed and/or have refused to adequately provide the promised remedies within a reasonable time.

150. Accordingly, recovery by Plaintiff and California State Class members is not restricted to the limited warranty promising to repair and correct defects in materials and workmanship, and they seek all remedies as allowed by law.

151. Also, as alleged in more detail herein, at the time Defendants warranted and sold or leased the Class Trucks, they knew that the Class Trucks were inherently defective and did not conform to their warranties; further, Defendants had wrongfully and fraudulently concealed material facts regarding the Class Trucks. California State Class members were therefore induced to purchase or lease the Class Trucks under false and/or fraudulent pretenses.

152. Moreover, many of the injuries flowing from the defective engine calibration cannot be resolved through the limited remedy of repairing and correcting Defendants' defects in materials and workmanship, as many incidental and consequential damages have already been suffered because of Defendants' fraudulent conduct as alleged herein and because of their failure and/or continued failure to provide such limited remedy within a reasonable time. Any limitation on Plaintiff and California State Class members' remedies would be insufficient to make them whole.

153. Finally, because of Defendants' breach of warranty as set forth herein, Plaintiff and California State Class members assert, as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to them of the purchase or lease price of all

Class Trucks currently owned or leased, and for such other incidental and consequential damages as allowed.

154. Defendants were provided notice of these issues by way of a letter sent by Plaintiff. Defendants were also on notice of the engine calibration defect through Field Service Campaign D25M3. Alternatively, Plaintiff was excused from providing Defendants with notice because such notice would have been futile. As alleged herein, Defendants were aware of the engine calibration defect and its effects on the aftertreatment system before Plaintiff provided notice, yet Defendants failed to implement an adequate remedy for the damage caused by the defect, including the premature degradation of DPFs, SCRs, and related aftertreatment components.

155. As a direct and proximate result of Defendants' breach of express warranties, California State Class members have been damaged in an amount to be determined at trial.

d. CALIFORNIA COUNT IV: Breach of Implied Warranty of Merchantability Cal. Com. Code §§ 2314 and 10212

(On Behalf of the California State Class)

156. Plaintiff Fire Chief Transport LLC (hereinafter referred to in this Count as "Plaintiff") re-alleges and incorporates by reference all of the foregoing paragraphs as though fully set forth herein.

157. Plaintiff brings this Count on behalf of itself and the California State Class against all Defendants.

158. Defendants are and were at all relevant times "merchant[s]" with respect to vehicles under Cal. Com. Code §§ 2104(1) and 10103(c), and "sellers" of vehicles under § 2103(1)(d).

159. With respect to Class Trucks, Defendants are and were at all relevant times "lessors" of vehicles under Cal. Com. Code § 10103(a)(16).

160. The Class Trucks are and were at all relevant times "goods" within the meaning of Cal. Com. Code §§ 2105(1) and 10103(a)(8).

161. Warranties that the Class Trucks were in merchantable condition and fit for the ordinary purpose for which vehicles are used, and conformed to the promises and affirmations of fact made on their labels, are implied by law pursuant to Cal. Com. Code §§ 2314 and 10212.

162. These Class Trucks, when sold or leased and at all times thereafter, were defective, dangerous, and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, Defendants installed defective engine calibration that caused excessive soot generation, excessive regeneration frequency, accelerated degradation of the DPFs, SCRs, and related aftertreatment components, reduced vehicle reliability, increased operating and maintenance costs, and created a safety risk.

163. Defendants were provided notice of these issues by way of a letter sent by Plaintiff. Defendants were also on notice of the engine calibration defect through Field Service Campaign D25M3. Alternatively, Plaintiff was excused from providing Defendants with notice because such notice would have been futile. As alleged herein, Defendants were aware of the engine calibration defect and its effects on the aftertreatment system before Plaintiff provided notice, yet Defendants failed to implement an adequate remedy for the damage caused by the defect, including the premature degradation of DPFs, SCRs, and related aftertreatment components.

164. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff and California State Class members have been damaged in an amount to be proven at trial.

e. CALIFORNIA COUNT V: Violation of Song-Beverly Consumer Warranty Act, Breach of Implied Warranty Cal Civ. Code § 1790, *et seq.*

(On Behalf of the California State Class)

165. Plaintiff Fire Chief Transport LLC (hereinafter referred to in this Count as "Plaintiff") re-alleges and incorporates by reference all of the foregoing paragraphs as though fully set forth herein.

166. Plaintiff brings this Count on behalf of itself and the California State Class against all Defendants.

167. Plaintiff and members of the California State Class who purchased Class Trucks in California are "buyers" within the meaning of Cal. Civ. Code § 1791.

168. The Class Trucks are "consumer goods" within the meaning of Cal. Civ. Code § 1791(a).

169. Defendants are the "manufacturer[s]" of the Class Trucks within the meaning of Cal. Civ. Code § 1791(j).

170. Defendants impliedly warranted to Plaintiff and the other members of the California State Class that the Class Trucks were "merchantable" within the meaning of Cal. Civ. Code §§ 1791.1(a) & 1792; however, the Class Trucks do not have the quality that a buyer would reasonably expect.

171. Cal. Civ. Code § 1791.1(a) states: "Implied warranty of merchantability" or "implied warranty that goods are merchantable" means that the consumer goods meet each of the following:

a. Pass without objection in the trade under the contract description.

b. Are fit for the ordinary purposes for which such goods are used.

c. Are adequately contained, packaged, and labeled.

d. Conform to the promises or affirmations of fact made on the container or label.

172. The Class Trucks would not pass without objection in the trade because they share a common design defect in that Defendants equipped them with the dangerous engine calibration defect that caused excessive soot generation, excessive regeneration frequency, accelerated degradation of the DPFs, SCRs, and related aftertreatment components, reduced vehicle performance, reliability, and durability, and increased operating and maintenance costs, and Defendants failed to adequately remedy the defect and resulting aftertreatment system damage free of charge.

173. Class Trucks are not adequately labeled because the labeling fails to disclose the fact that they are defective.

174. In the various channels of information through which Defendants sold and marketed Class Trucks, Defendants failed to disclose material information concerning the Class Trucks, which they had a duty to disclose. Defendants had a duty to disclose the defect because, as detailed above: (a) Defendants knew about the defect; (b) Defendants had exclusive knowledge of material facts not known to the general public or the other California State Class members; (c) Defendants actively concealed material facts from the general public and

California State Class members concerning the Class Trucks' true performance, fuel efficiency, regeneration frequency, operating costs, reliability, durability, and safety; and (d) Defendants made partial representations about the Class Trucks that were misleading because they did not disclose the full truth. As detailed above, Defendants knew the information concerning the defect at the time of advertising and selling the Class Trucks, all of which was intended to induce consumers to purchase the Class Trucks.

175. Defendants breached the implied warranty of merchantability by manufacturing and selling Class Trucks with a dangerous defective engine calibration. Furthermore, this defect has caused members of the California State Class to not receive the benefit of their bargain and have caused the Class Trucks to depreciate in value.

176. Under Cal. Civ. Code §§ 1791.1(d) & 1794, Plaintiff and other members of the California State Class are entitled to damages and other legal and equitable relief including, at their election, the purchase price of their Class Trucks, or the overpayment for their Class Trucks.

177. Under Cal. Civ. Code § 1794, Plaintiff and the other members of the California State Class are entitled to costs and attorneys' fees.

f. CALIFORNIA COUNT VI: Violation of the Song-Beverly Consumer Protection Act, Breach of Express Warranty Cal Civ. Code § 1790, *et seq.*

(On Behalf of the California State Class)

178. Plaintiff Fire Chief Transport LLC (hereinafter referred to in this Count as "Plaintiff") re-alleges and incorporates by reference all of the foregoing paragraphs as though fully set forth herein.

179. Plaintiff brings this Count on behalf of itself and the California State Class against all Defendants.

180. Plaintiff and members of the California State Class who purchased or leased the Class Trucks in California are "buyers" within the meaning of California Civil Code § 1791(b).

181. The Class Trucks are "consumer goods" within the meaning of California Civil Code § 1791(a).

182. Defendants are "manufacturer[s]" of the Class Trucks within the meaning of California Civil Code § 1791(j).

183. Defendants made express warranties to members of the California State Class within the meaning of California Civil Code §§ 1791.2 and 1793.2, as described above.

184. As alleged above in detail, the Class Trucks are inherently defective and dangerous in that Defendants installed defective engine control software that caused excessive soot generation, excessive regeneration frequency, accelerated degradation of the DPFs, SCRs, and related aftertreatment components, reduced vehicle reliability, increased operating and maintenance costs, and created fire safety risks. This defect substantially impairs the use and value of the Class Trucks to reasonable consumers.

185. As a result of Defendants' breach of their express warranties, members of the California State Class received goods whose defect substantially impairs their value to Plaintiff and the other members of the California State Class. Plaintiff and members of the California State Class have been damaged as a result of, inter alia, the lesser value of Defendants' products.

186. Pursuant to California Civil Code §§ 1793.2 & 1794, Plaintiff and members of the California State Class are entitled to damages and other legal and equitable relief including, at

their election, the purchase price of their Class Trucks, or the overpayment for their Class Trucks.

187. Pursuant to California Civil Code § 1794, Plaintiff and the other members of the California State Class are entitled to costs and attorneys' fees.

g. CALIFORNIA COUNT VII: Failure to Recall/Retrofit

(On Behalf of the California State Class)

188. Plaintiff Fire Chief Transport LLC (hereinafter referred to in this Count as "Plaintiff") re-alleges and incorporates by reference all of the foregoing paragraphs as though fully set forth herein.

189. Plaintiff brings this Count on behalf of itself and the California State Class against all Defendants.

190. Defendants manufactured, marketed, distributed, sold, or otherwise placed into the stream of U.S. commerce the Class Trucks, as set forth above.

191. Defendants knew or reasonably should have known that, due to the defective engine calibration, the Class Trucks require more frequent high-temperature regeneration events and reasonably should have known that the Class Trucks were likely to be dangerous when used in a reasonably foreseeable manner.

192. Defendants failed to recall the Class Trucks in a timely manner or warn of the Class Trucks' increased high-temperature regeneration events caused by the defective engine calibration.

193. A reasonable manufacturer in same or similar circumstances would have timely and properly recalled the Class Trucks.

194. Plaintiff and California State Class members were harmed by Defendants' failure to recall the Class Trucks properly and in a timely manner and, as a result, have suffered damages, caused by Defendants' ongoing failure to properly recall, retrofit, and fully repair the Class Trucks. Defendants' failure to timely recall the Class Trucks was a substantial factor in causing harm to Plaintiff and California State Class members as alleged herein.

2. Kentucky

a. KENTUCKY COUNT I:
Violations of the Kentucky Consumer Protection Act
Ky. Rev. Stat. Ann. § 367.110 *et seq.*

(On Behalf of the Kentucky State Class)

195. Plaintiff Happycat Transport LLC (hereinafter referred to in this Count as "Plaintiff") re-allege and incorporate by reference all of the foregoing paragraphs as though fully set forth herein.

196. Plaintiff brings this Count on behalf of itself and the Kentucky State Class against all Defendants.

197. Defendants, Plaintiff, and the Kentucky State Class are "persons" within the meaning of the Ky. Rev. Stat. § 367.110(1).

198. Defendants engaged in "trade" or "commerce" within the meaning of Ky. Rev. Stat. § 367.110(2).

199. The Kentucky Consumer Protection Act ("Kentucky CPA") makes unlawful "[u]nfair, false, misleading, or deceptive acts or practices in the conduct of any trade or commerce . . . ." Ky. Rev. Stat. § 367.170(1). Defendants participated in misleading, false, or deceptive acts that violated the Kentucky CPA. By failing to disclose and by actively concealing the defects identified herein, marketing the Class Trucks as reliable, durable, and of high quality, and by presenting themselves as reputable manufacturers that valued performance, reliability,

and durability, and stood behind the Class Trucks after they were sold, Defendants engaged in deceptive business practices prohibited by the Kentucky CPA.

200. In the course of their business, Defendants concealed and suppressed material facts concerning the Class Trucks. Defendants accomplished this by (a) by installing a defective engine calibration, misrepresenting the Class Trucks' engine performance, safety, and the reliability and durability of the Class Trucks' aftertreatment system, and omitting and concealing the defect from Plaintiff and the Classes and/or (b) knowingly and intentionally omitting that Field Service Campaign D25M3 would negatively impact the Class Trucks' fuel efficiency, performance, durability, and reliability.

201. Kentucky State Class members had no way of discerning that Defendants' representations were false and misleading because the Kentucky State Class did not have access to Defendants' design, calibration, validation, and testing of engine control software, engine performance, and aftertreatment system in the Class Trucks.

202. Defendants thus violated the Act by, at minimum: representing that Class Trucks have characteristics, uses, benefits, and qualities which they do not have; representing that Class Trucks are of a particular standard, quality, and grade when they are not; advertising Class Trucks with the intent not to sell or lease them as advertised; and representing that the subject of a transaction involving Class Trucks has been supplied in accordance with a previous representation when it has not.

203. Defendants intentionally and knowingly misrepresented material facts regarding the Class Trucks with intent to mislead the Kentucky State Class.

204. Defendants knew or should have known that their conduct violated the Kentucky CPA.

205. Defendants owed the Kentucky State Class a duty to disclose the true nature of the Class Trucks, because Defendants:

a. possessed exclusive knowledge that they were manufacturing, selling, and distributing vehicles throughout the United States that did not perform as advertised;

b. intentionally concealed the foregoing from Kentucky State Class members; and/or

c. made incomplete representations about the Class Trucks' performance, fuel efficiency, regeneration frequency, operating costs, reliability and durability, costs of ownership and safety while purposefully withholding material facts that contradicted these representations.

206. Defendants' fraudulent concealment of the Class Trucks' true performance, fuel efficiency, regeneration frequency, operating costs, reliability, durability, and safety was material to the Kentucky State Class.

207. Defendants' unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including the Kentucky State Class.

208. Defendants' violations present a continuing risk to the Kentucky State Class as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

209. Members of the Kentucky State Class suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' misrepresentations and concealment of and failure to disclose material information. Defendants had an ongoing duty to all their customers to refrain from unfair and deceptive practices under the Kentucky CPA. All owners of

Class Trucks suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made in the course of Defendants' business.

210. As a direct and proximate result of Defendants' violations of the Kentucky CPA, Kentucky State Class members have suffered injury-in-fact and/or actual damage.

211. Pursuant to Ky. Rev. Stat. Ann. § 367.220, the Kentucky State Class seeks to recover actual damages in an amount to be determined at trial; an order enjoining Defendants' unfair, unlawful, and/or deceptive practices; declaratory relief; attorneys' fees; and any other just and proper relief available under Ky. Rev. Stat. Ann. § 367.220.

b. KENTUCKY COUNT II:
Breach of Express Warranty
Ky. Rev. Stat. §§ 335.2-313 and 355.2A-210

(On Behalf of the Kentucky State Class)

212. Plaintiff Happycat Transport LLC (hereinafter referred to in this Count as "Plaintiff") re-alleges and incorporates by reference all of the foregoing paragraphs as though fully set forth herein.

213. Plaintiff brings this Count on behalf of itself and the Kentucky State Class against all Defendants.

214. Defendants are and were at all relevant times "merchant[s]" with respect to vehicles under Ky. Rev. Stat. §§ 355.2-104(1) and 355.2A-103(3), and "sellers" of vehicles under § 355.2-103(1)(d).

215. With respect to leases, Defendants are and were at all relevant times "lessors" of vehicles under Ky. Rev. Stat. § 355.2A-103(1)(p).

216. The Class Trucks are and were at all relevant times "goods" within the meaning of Ky. Rev. Stat. §§ 355.2-105(1) and 355.2A-103(1)(h).

217. In connection with the purchase or lease of new Class Trucks, DTNA and Western Star provide a limited warranty which covers defects in material and/or workmanship within the warranty period. Detroit Diesel provides an engine warranty for 2 years (unlimited miles).

218. Defendants' warranties formed a basis of the bargain that was reached when consumers purchased or leased Class Trucks.

219. Despite the existence of warranties, Defendants failed to inform Kentucky State Class members that the Class Trucks were defectively designed because they were equipped with the dangerous engine calibration defect that caused excessive soot generation, excessive regeneration frequency, accelerated degradation of the DPFs, SCRs, and related aftertreatment components, reduced vehicle performance, reliability, and durability, and increased operating and maintenance costs, and Defendants failed to adequately remedy the defect and resulting aftertreatment system damage free of charge.

220. Defendants breached the express warranty promising to repair and correct Defendants' defect in materials and workmanship. Defendants have not repaired or adjusted, and have been unable to repair or adjust, the Class Trucks' materials and workmanship defects, and are unable to do so without negatively affecting the performance of the Class Trucks.

221. Affording Defendants a reasonable opportunity to cure their breach of written warranties would be unnecessary and futile here.

222. Furthermore, the limited warranty promising to repair and correct Defendants' defect in materials and workmanship fails in its essential purpose because the contractual remedy is insufficient to make Kentucky State Class members whole and because Defendants have failed and/or have refused to adequately provide the promised remedies within a reasonable time.

223. Accordingly, recovery by Kentucky State Class members is not restricted to the limited warranty promising to repair and correct the defect in materials and workmanship, and they seek all remedies as allowed by law.

224. Also, as alleged in more detail herein, at the time Defendants warranted and sold or leased the Class Trucks, they knew that the Class Trucks were inherently defective and did not conform to their warranties; further, Defendants had wrongfully and fraudulently concealed material facts regarding the Class Trucks. Kentucky State Class members were therefore induced to purchase or lease the Class Trucks under false and/or fraudulent pretenses.

225. Moreover, many of the injuries flowing from the defective engine calibration cannot be resolved through the limited remedy of repairing and correcting Defendants' defect in materials and workmanship as many incidental and consequential damages have already been suffered because of Defendants' fraudulent conduct as alleged herein, and because of their failure and/or continued failure to provide such limited remedy within a reasonable time. Any limitation on Kentucky State Class members' remedies would be insufficient to make them whole.

226. Finally, because of Defendants' breach of warranty as set forth herein, Kentucky State Class members assert, as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to them of the purchase or lease price of all Class Trucks currently owned or leased, and for such other incidental and consequential damages as allowed.

227. Defendants were provided notice of these issues by way of a letter sent by Plaintiff. Defendants were also on notice of the engine calibration defect through Field Service Campaign D25M3. Alternatively, Plaintiff was excused from providing Defendants with notice because such notice would have been futile. As alleged herein, Defendants were aware of the

engine calibration defect and its effects on the aftertreatment system before Plaintiff provided notice, yet Defendants failed to implement an adequate remedy for the damage caused by the defect, including the premature degradation of DPFs, SCRs, and related aftertreatment components.

228. As a direct and proximate result of Defendants' breach of express warranties, Kentucky State Class members have been damaged in an amount to be determined at trial.

c. KENTUCKY COUNT III:
Breach of Implied Warranty of Merchantability
Ky. Rev. Stat. §§ 335.2-314 and 355.2A-212

(On Behalf of the Kentucky State Class)

229. Plaintiff Happycat Transport LLC (hereinafter referred to in this Count as "Plaintiff") re-alleges and incorporates by reference all of the foregoing paragraphs as though fully set forth herein.

230. Plaintiff brings this Count on behalf of itself and the Kentucky State Class against all Defendants.

231. Defendants are and were at all relevant times "merchant[s]" with respect to vehicles under Ky. Rev. Stat. §§ 355.2-104(1) and 355.2A-103(3), and "sellers" of vehicles under § 355.2-103(1)(d).

232. With respect to leases, Defendants are and were at all relevant times "lessors" of vehicles under Ky. Rev. Stat. § 355.2A-103(1)(p).

233. The Class Trucks are and were at all relevant times "goods" within the meaning of Ky. Rev. Stat. §§ 355.2-105(1) and 355.2A-103(1)(h).

234. Warranties that the Class Trucks were in merchantable condition and fit for the ordinary purpose for which vehicles are used, and conformed to the promises and affirmations of

fact made on their labels, are implied by law pursuant to Ky. Rev. Stat. §§ 335.2-314 and 355.2A-212.

235. These Class Trucks, when sold or leased and at all times thereafter, were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, Defendants installed defective engine control software that caused excessive soot generation, excessive regeneration frequency, accelerated degradation of the DPFs, SCRs, and related aftertreatment components, reduced vehicle reliability, increased operating and maintenance costs, and created a safety risk.

236. Defendants were provided notice of these issues by way of a letter sent by Plaintiff. Defendants were also on notice of the engine calibration defect through Field Service Campaign D25M3. Alternatively, Plaintiff was excused from providing Defendants with notice because such notice would have been futile. As alleged herein, Defendants were aware of the engine calibration defect and its effects on the aftertreatment system before Plaintiff provided notice, yet Defendants failed to implement an adequate remedy for the damage caused by the defect, including the premature degradation of DPFs, SCRs, and related aftertreatment components.

237. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Kentucky State Class members have been damaged in an amount to be proven at trial.

3. Pennsylvania

a. PENNSYLVANIA COUNT I: Breach of Express Warranty 13 Pa. Cons. Stat. §§ 2313 and 2A210

(On Behalf of the Pennsylvania State Class)

238. Plaintiff Happycat Transport LLC (hereinafter referred to in this Count as "Plaintiff") realleges and incorporates by reference all of the foregoing paragraphs as though fully set forth herein.

239. Plaintiff brings this Count on behalf of itself and the Pennsylvania State Class against all Defendants.

240. Defendants are and were at all relevant times "merchants" with respect to motor vehicles under 13 Pa. Cons. Stat. §§ 2104 and 2A103(c), and "sellers" of motor vehicles under § 2103(a).

241. With respect to leases, Defendants are and were at all relevant times "lessors" of motor vehicles under 13 Pa. Cons. Stat. § 2A103(a).

242. The Class Trucks are and were at all relevant times "goods" within the meaning of 13 Pa. Cons. Stat. §§ 2105(a) and 2A103(a).

243. In connection with the purchase or lease of new Class Trucks, DTNA and Western Star provide a limited warranty which covers defects in material and/or workmanship within the warranty period. Detroit Diesel provides an engine warranty for 2 years (unlimited miles).

244. Defendants' warranties formed a basis of the bargain that was reached when consumers purchased or leased Class Trucks.

245. Despite the existence of warranties, Defendants failed to inform Pennsylvania State Class members that the Class Trucks were defectively designed because they were

equipped with the dangerous engine calibration defect that caused excessive soot generation, excessive regeneration frequency, accelerated degradation of the DPFs, SCRs, and related aftertreatment components, reduced vehicle performance, reliability, and durability, and increased operating and maintenance costs, and Defendants failed to adequately remedy the defect and resulting aftertreatment system damage free of charge.

246. Defendants breached the express warranty promising to repair and correct Defendants' defect in materials and workmanship. Defendants have not repaired or adjusted, and have been unable to repair or adjust, the Class Trucks' materials and workmanship defects and are unable to do so without negatively affecting the performance of the Class Trucks.

247. Affording Defendants a reasonable opportunity to cure their breach of written warranties would be unnecessary and futile here.

248. Furthermore, the limited warranty promising to repair and correct Defendants' defect in materials and workmanship fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff and Pennsylvania State Class members whole and because Defendants have failed and/or have refused to adequately provide the promised remedies within a reasonable time.

249. Accordingly, recovery by Plaintiff and Pennsylvania State Class members is not restricted to the limited warranty promising to repair and correct Defendants' defect in materials and workmanship, and they seek all remedies as allowed by law.

250. Also, as alleged in more detail herein, at the time Defendants warranted and sold or leased the Class Trucks, they knew that the Class Trucks were inherently defective and did not conform to their warranties; further, Defendants had wrongfully and fraudulently concealed

material facts regarding the Class Trucks. Plaintiff and Pennsylvania State Class members were therefore induced to purchase or lease the Class Trucks under false and/or fraudulent pretenses.

251. Moreover, many of the injuries flowing from the defective engine calibration cannot be resolved through the limited remedy of repairing and correcting Defendants' defect in materials and workmanship as many incidental and consequential damages have already been suffered because of Defendants' fraudulent conduct as alleged herein, and because of Defendants' failure and/or continued failure to provide such limited remedy within a reasonable time. Any limitation on Pennsylvania State Class members' remedies would be insufficient to make them whole.

252. Finally, because of Defendants' breach of warranties as set forth herein, Plaintiff and Pennsylvania State Class members assert, as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to them of the purchase or lease price of all Class Trucks currently owned or leased, and for such other incidental and consequential damages as allowed.

253. Defendants were provided notice of these issues by way of a letter sent by Plaintiff. Defendants were also on notice of the engine calibration defect through Field Service Campaign D25M3. Alternatively, Plaintiff was excused from providing Defendants with notice because such notice would have been futile. As alleged herein, Defendants were aware of the engine calibration defect and its effects on the aftertreatment system before Plaintiff provided notice, yet Defendants failed to implement an adequate remedy for the damage caused by the defect, including the premature degradation of DPFs, SCRs, and related aftertreatment components.

254. As a direct and proximate result of Defendants' breach of express warranties, Pennsylvania State Class members have been damaged in an amount to be determined at trial.

b. PENNSYLVANIA COUNT II:
Breach of Implied Warranty of Merchantability
13 Pa. Cons. Stat. §§ 2314 and 2A212

(On Behalf of the Pennsylvania State Class)

255. Plaintiff Happycat Transport LLC (hereinafter referred to in this Count as "Plaintiff") realleges and incorporates by reference all of the foregoing paragraphs as though fully set forth herein.

256. Plaintiff brings this Count on behalf of itself and the Pennsylvania State Class against all Defendants.

257. Defendants are and were at all relevant times "merchants" with respect to motor vehicles under 13 Pa. Cons. Stat. §§ 2104 and 2A103(c), and "sellers" of motor vehicles under § 2103(a).

258. With respect to leases, Defendants are and were at all relevant times "lessors" of motor vehicles under 13 Pa. Cons. Stat. § 2A103(a).

259. The Class Trucks are and were at all relevant times "goods" within the meaning of 13 Pa. Cons. Stat. §§ 2105(a) and 2A103(a).

260. A warranty that the Class Trucks were in merchantable condition and fit for the ordinary purpose for which such goods are used is implied by law pursuant to 13 Pa. Cons. Stat. §§ 2314 and 2A212.

261. These Class Trucks, when sold or leased and at all times thereafter, were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, Defendants

installed a defective engine calibration that caused excessive soot generation, excessive regeneration frequency, accelerated degradation of the DPFs, SCRs, and related aftertreatment components, reduced vehicle reliability, increased operating and maintenance costs, and created a safety risk.

262. Defendants were provided notice of these issues by way of a letter sent by Plaintiff. Defendants were also on notice of the engine calibration defect through Field Service Campaign D25M3. Alternatively, Plaintiff was excused from providing Defendants with notice because such notice would have been futile. As alleged herein, Defendants were aware of the engine calibration defect and its effects on the aftertreatment system before Plaintiff provided notice, yet Defendants failed to implement an adequate remedy for the damage caused by the defect, including the premature degradation of DPFs, SCRs, and related aftertreatment components.

263. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff and Pennsylvania State Class members have been damaged in an amount to be proven at trial.

4. Texas

a. TEXAS COUNT I:
Violations of the Deceptive Trade Practices Act
Tex. Bus. & Com. Code § 17.41 et seq.

(On Behalf of the Texas State Class)

264. Plaintiff Fire Chief Transport LLC (hereinafter referred to in this Count as "Plaintiff") re-alleges and incorporates by reference all of the foregoing paragraphs as though fully set forth herein.

265. Plaintiff brings this Count on behalf of itself and the Texas State Class against all Defendants.

266. Plaintiff and the Texas State Class members are "consumers" within the meaning of Tex. Bus. & Com. Code § 17.45(4). Defendants are "person[s]" within the meaning of Tex. Bus. & Com. Code § 17.45(3).

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

268. The Texas Deceptive Trade Practices – Consumer Protection Act ("Texas DTPA") prohibits "false, misleading, or deceptive acts or practices in the conduct of any trade or commerce," Tex. Bus. & Com. Code § 17.46(a), and an "unconscionable action or course of action," which means "an act or practice which, to a consumer's detriment, takes advantage of the lack of knowledge, ability, experience, or capacity of the consumer to a grossly unfair degree." Tex. Bus. & Com. Code §§ 17.45(5) and 17.50(a)(3).

269. In the course of their business, Defendants concealed and suppressed material facts concerning the Class Trucks. Defendants accomplished this by: (a) installing a defective engine calibration, misrepresenting the Class Trucks' engine performance, safety, and the reliability and durability of the Class Trucks' aftertreatment system, and omitting and concealing the defect from Plaintiff and the Classes and/or (b) knowingly and intentionally omitting that Field Service Campaign D25M3 would negatively impact the Class Trucks' fuel efficiency, performance, durability, and reliability.

270. Plaintiff and Texas State Class members had no way of discerning that Defendants' representations were false and misleading because Plaintiff and Texas State Class members did not have access to Defendants' engine calibration, aftertreatment system validation testing, and testing of engine performance.

271. Defendants thus violated the Act by, at minimum: representing that Class Trucks have characteristics, uses, benefits, and qualities which they do not have; representing that Class Trucks are of a particular standard, quality, and grade when they are not; advertising Class Trucks with the intent not to sell or lease them as advertised; and representing that the subject of a transaction involving Class Trucks has been supplied in accordance with a previous representation when it has not.

272. Defendants intentionally and knowingly misrepresented material facts regarding the Class Trucks with intent to mislead Plaintiff and the Texas State Class.

273. Defendants knew or should have known that their conduct violated the Texas DTPA.

274. Defendants owed Plaintiff and the Texas State Class a duty to disclose the true nature of the Class Trucks, because Defendants:

a. possessed exclusive knowledge that they were manufacturing, selling, and distributing vehicles throughout the United States that did not perform as advertised;

b. intentionally concealed the foregoing from Texas State Class members; and/or

c. made incomplete representations about the Class Trucks' engine performance fuel efficiency, regeneration frequency, aftertreatment system reliability and durability, costs of ownership and safety while purposefully withholding material facts that contradicted these representations.

275. Defendants' concealment of the Class Trucks' true performance, fuel efficiency, regeneration frequency, operating costs, reliability, durability, and safety was material to Plaintiff and Texas State Class members.

276. Defendants' unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiff and the Texas State Class.

277. Defendants' violations present a continuing risk to Plaintiff, Texas State Class members, and the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

278. Plaintiff and Texas State Class members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' misrepresentations and concealment of and failure to disclose material information. Defendants had an ongoing duty to all their customers to refrain from unfair and deceptive practices under the Texas DTPA. All owners of Class Trucks suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made in the course of Defendants' business.

279. Pursuant to Tex. Bus. & Com. Code § 17.50, Plaintiff and the Texas State Class seeks an order enjoining Defendants' unfair and/or deceptive acts or practices, damages, multiple damages for knowing and intentional violations, pursuant to § 17.50(b)(1), punitive damages, and attorneys' fees, costs, and any other just and proper relief available under the Texas DTPA.

280. Defendants were provided notice of these issues by way of a letter sent by Plaintiff. Defendants were also on notice of the engine calibration defect through Field Service Campaign D25M3. Alternatively, Plaintiff was excused from providing Defendants with notice because such notice would have been futile. As alleged herein, Defendants were aware of the engine calibration defect and its effects on the aftertreatment system before Plaintiff provided

notice, yet Defendants failed to implement an adequate remedy for the damage caused by the defect, including the premature degradation of DPFs, SCRs, and related aftertreatment components.

281. Plaintiff and the Texas State Class seek all damages and relief to which they are entitled.

b. TEXAS COUNT II:
Breach of Express Warranty
Tex. Bus. & Com. Code §§ 2.313 and 2A.210

(On Behalf of the Texas State Class)

282. Plaintiff Fire Chief Transport LLC (hereinafter referred to in this Count as "Plaintiff") re-alleges and incorporates by reference all of the foregoing paragraphs as though fully set forth herein.

283. Plaintiff brings this Count on behalf of itself and the Texas State Class against all Defendants.

284. Defendants are and were at all relevant times "merchant[s]" with respect to vehicles under Tex. Bus. & Com. Code §§ 2.104(1) and 2A.103(a)(20), and "sellers" of vehicles under § 2.103(a)(4)

285. With respect to leases, Defendants are and were at all relevant times "lessors" of vehicles under Tex. Bus. & Com. Code § 2A.103(a)(16).

286. The Class Trucks are and were at all relevant times "goods" within the meaning of Tex. Bus. & Com. Code §§ 2.105(a) and 2A.103(a)(8).

287. In connection with the purchase or lease of new Class Trucks DTNA and Western Star provide a limited warranty which covers defects in material and/or workmanship within the warranty period. Detroit Diesel provides an engine warranty for 2 years (unlimited miles).

288. Defendants' warranties formed a basis of the bargain that was reached when consumers purchased or leased Class Trucks.

289. Despite the existence of warranties, Defendants failed to inform Texas State Class members that the Class Trucks were defectively designed because they were equipped with a dangerous engine calibration defect that caused excessive soot generation, excessive regeneration frequency, accelerated degradation of the DPFs, SCRs, and related aftertreatment components, reduced vehicle performance, reliability, and durability, and increased operating and maintenance costs, and Defendants failed to adequately remedy the defect and resulting aftertreatment system damage free of charge.

290. Defendants breached the express warranty promising to repair and correct Defendants' defect in materials and workmanship. Defendants have not repaired or adjusted, and have been unable to repair or adjust, the Class Trucks' materials and workmanship defects, and are unable to do so without negatively affecting the performance of the Class Trucks.

291. Affording Defendants a reasonable opportunity to cure their breach of written warranties would be unnecessary and futile here.

292. Furthermore, the limited warranty promising to repair and correct Defendants' defect in materials and workmanship fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff and Texas State Class members whole and because Defendants have failed and/or have refused to adequately provide the promised remedies within a reasonable time.

293. Accordingly, recovery by Texas State Class members is not restricted to the limited warranty promising to repair and correct the defect in materials and workmanship, and they seek all remedies as allowed by law.

294. Also, as alleged in more detail herein, at the time Defendants warranted and sold or leased the Class Trucks, they knew that the Class Trucks were inherently defective and did not conform to their warranties; further, Defendants had wrongfully and fraudulently concealed material facts regarding the Class Trucks. Plaintiff and Texas State Class members were therefore induced to purchase or lease the Class Trucks under false and/or fraudulent pretenses.

295. Moreover, many of the injuries flowing from the Class Trucks cannot be resolved through the limited remedy of repairing and correcting Defendants' defect in materials and workmanship as many incidental and consequential damages have already been suffered because of Defendants' fraudulent conduct as alleged herein, and because of its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Texas State Class members' remedies would be insufficient to make them whole.

296. Finally, because of Defendants' breach of warranty as set forth herein, Plaintiff and Texas State Class members assert, as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to them of the purchase or lease price of all Class Trucks currently owned or leased, and for such other incidental and consequential damages as allowed.

297. Defendants were provided notice of these issues by way of a letter sent by Plaintiff. Defendants were also on notice of the engine calibration defect through Field Service Campaign D25M3. Alternatively, Plaintiff was excused from providing Defendants with notice because such notice would have been futile. As alleged herein, Defendants were aware of the engine calibration defect and its effects on the aftertreatment system before Plaintiff provided notice, yet Defendants failed to implement an adequate remedy for the damage caused by the

defect, including the premature degradation of DPFs, SCRs, and related aftertreatment components.

298. As a direct and proximate result of Defendants' breach of express warranties, Plaintiff and Texas State Class members have been damaged in an amount to be determined at trial.

c. TEXAS COUNT III: Breach of Implied Warranty of Merchantability Tex. Bus. & Com. Code §§ 2.314 and 2A.212

(On Behalf of the Texas State Class)

299. Plaintiff Fire Chief Transport LLC (hereinafter referred to in this Count as "Plaintiff") re-alleges and incorporates by reference all of the foregoing paragraphs as though fully set forth herein.

300. Plaintiff brings this Count on behalf of itself and the Texas State Class against all Defendants.

301. Defendants are and were at all relevant times "merchant[s]" with respect to vehicles under Tex. Bus. & Com. Code §§ 2.104(1) and 2A.103(a)(20), and "sellers" of vehicles under § 2.103(a)(4)

302. With respect to leases, Defendants are and were at all relevant times "lessors" of vehicles under Tex. Bus. & Com. Code § 2A.103(a)(16).

303. The Class Trucks are and were at all relevant times "goods" within the meaning of Tex. Bus. & Com. Code §§ 2.105(a) and 2A.103(a)(8).

304. Warranties that the Class Trucks were in merchantable condition and fit for the ordinary purpose for which vehicles are used, and conformed to the promises and affirmations of

fact made on their labels, are implied by law pursuant to Tex. Bus. & Com. Code §§ 2.314 and 2A.212.

305. These Class Trucks, when sold or leased and at all times thereafter, were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, Defendants installed defective engine control software that caused excessive soot generation, excessive regeneration frequency, accelerated degradation of the DPFs, SCRs, and related aftertreatment components, reduced reliability and durability, increased operating and maintenance costs, and created a safety risk.

306. Defendants were provided notice of these issues by way of a letter sent by Plaintiff. Defendants were also on notice of the engine calibration defect through Field Service Campaign D25M3. Alternatively, Plaintiff was excused from providing Defendants with notice because such notice would have been futile. As alleged herein, Defendants were aware of the engine calibration defect and its effects on the aftertreatment system before Plaintiff provided notice, yet Defendants failed to implement an adequate remedy for the damage caused by the defect, including the premature degradation of DPFs, SCRs, and related aftertreatment components.

307. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff and Texas State Class members have been damaged in an amount to be proven at trial.

X. REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of members of the Nationwide Class and all State Classes, respectfully request that the Court enter judgment in their favor and against Defendants, as follows:

1. An order certifying the Nationwide and State Classes under the applicable provisions of Rule 23; appointing and designating the Plaintiffs to serve as representatives of the Class and applicable State Classes; and appointing the undersigned attorneys to serve as Class Counsel;
2. An order temporarily and permanently enjoining Defendants from continuing the unlawful, deceptive, fraudulent, harmful, and unfair business conduct and practices alleged in this Complaint;
3. Relief in the form of a comprehensive program to fully reimburse and make whole all Class members for all costs and economic losses that resulted from the defective engine calibration and inadequate Field Service Campaign remedy, as well as any other consequential damages suffered as a result;
4. An order requiring Defendants to inspect all Class Truck aftertreatment systems for damage and to replace, at no cost to Class members, any components that have sustained damage from the defective engine calibration;
5. A declaration that Defendants are financially responsible for all Class notices and the administration of Class relief;
6. Costs, restitution, compensatory damages for economic loss and out-of-pocket costs, multiple damages under applicable states' laws, punitive and exemplary damages under applicable law, and disgorgement, in an amount to be determined at trial;
7. Compensation for diminished resale value of the Class Trucks;
8. Any and all applicable statutory and civil penalties;

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

10. An award of costs and attorneys' fees, as allowed by law;

11. Leave to amend this Complaint to conform to the evidence produced at trial; and

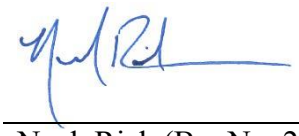
12. Such other or further relief as the Court may deem appropriate, just, and equitable.

XI. DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of any and all issues in this action so triable of right.

Dated: June 26, 2026

Respectfully submitted,

By: 

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