

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

K. MASON SCHECTER, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

MITSUBISHI MOTORS NORTH  
AMERICA, INC,

Defendant.

**CIVIL ACTION**

No.

**COMPLAINT - CLASS ACTION**

**JURY TRIAL DEMANDED**

---

Plaintiff K. Mason Schecter (“Plaintiff”), individually and on behalf of all others similarly situated (the “Class” as defined below), by and through his attorneys, alleges as follows against Defendant Mitsubishi Motors North America, Inc. (“Mitsubishi” or “Defendant”).

**SUMMARY OF THE ACTION**

1. Plaintiff brings this action individually and on behalf of all current and former owners and lessees of Mitsubishi Outlander PHEV model year 2023 (the “Class Vehicle”).

2. The lack of a battery heating component (the “Battery Defect” or “Defect”), means the vehicle can neither be started nor operated when the drive battery is too cold, which occurs in cold weather, leaving consumers with a disabled vehicle. The Defect renders the Class Vehicles inoperable, impairing their core functionality, and poses a safety hazard for drivers and their passengers who may be left stranded.

3. Mitsubishi has been aware of the Defect as its internal materials explicitly acknowledge the lack of such heating component. Mitsubishi also knew of the Defect because consumers complained about it.

4. Despite knowing of the Defect, Mitsubishi has not successfully remedied it. As a result, Plaintiff and Class Members have been forced to pay out of pocket expenses in order to

diagnose and/or correct the damage.

5. The Defect (i.e., the absence of a battery heating component) renders the Class Vehicles unsuitable for their intended purpose—transportation. Moreover, the lack of a heater for preheating in colder weather also affects charging speed, capacity, and battery degradation.

6. Because of the undisclosed Defect, Plaintiff and Class Members were deprived of the benefit of their bargains in purchasing the Mitsubishi vehicles at issue. Plaintiff accordingly seeks relief both for themselves and for other owners or lessees of these vehicles.

### **JURISDICTION AND VENUE**

7. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 of the Class Action Fairness Act of 2005 because: (i) there are 100 or more class members; (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs; and (iii) there is minimal diversity because at least one plaintiff and one defendant are citizens of different states.

8. Venue properly lies in this judicial district pursuant to 28 U.S.C. § 1391 because Defendant Mitsubishi conducts substantial business in this district, and a substantial part of the events and/or omissions giving rise to the claims emanated from activities within this jurisdiction. Additionally, Mitsubishi advertises in this district and has received substantial revenue and profits from its sales and/or leasing of Class Vehicles in this district; therefore, a substantial part of the events and/or omissions giving rise to the claims herein occurred, in part, within this district.

9. This Court has personal jurisdiction over Mitsubishi because it has conducted substantial business in this judicial district, and intentionally and purposefully placed Class Vehicles into the stream of commerce within Pennsylvania and throughout the United States.

### **PARTIES**

**Plaintiff**

10. Plaintiff K. Mason Schechter is a citizen and resident of Pennsylvania. In early 2023, he purchased a new 2023 Mitsubishi Outlander PHEV.

11. Prior to purchasing his Outlander, Plaintiff viewed Mitsubishi marketing materials concerning the Class Vehicle, including Mitsubishi television commercials and online advertising, and spoke with Mitsubishi sales representatives concerning the vehicle's features. Neither Defendant nor its agents, dealers, or other representatives disclosed the Defect to Plaintiff prior to or after the time of purchase.

12. At all times, Plaintiff has driven the vehicle in a foreseeable manner and in the manner in which it was intended to be used.

13. Had Mitsubishi disclosed the Defect to Plaintiff prior to purchase, he would not have purchased the Class Vehicle or would have paid less for it.

**Defendant**

14. Defendant Mitsubishi Motors North America, Inc. is a foreign registered corporation, incorporated in California with its administrative headquarters located at 3401 Mallory Lane, Franklin, TN 37067.

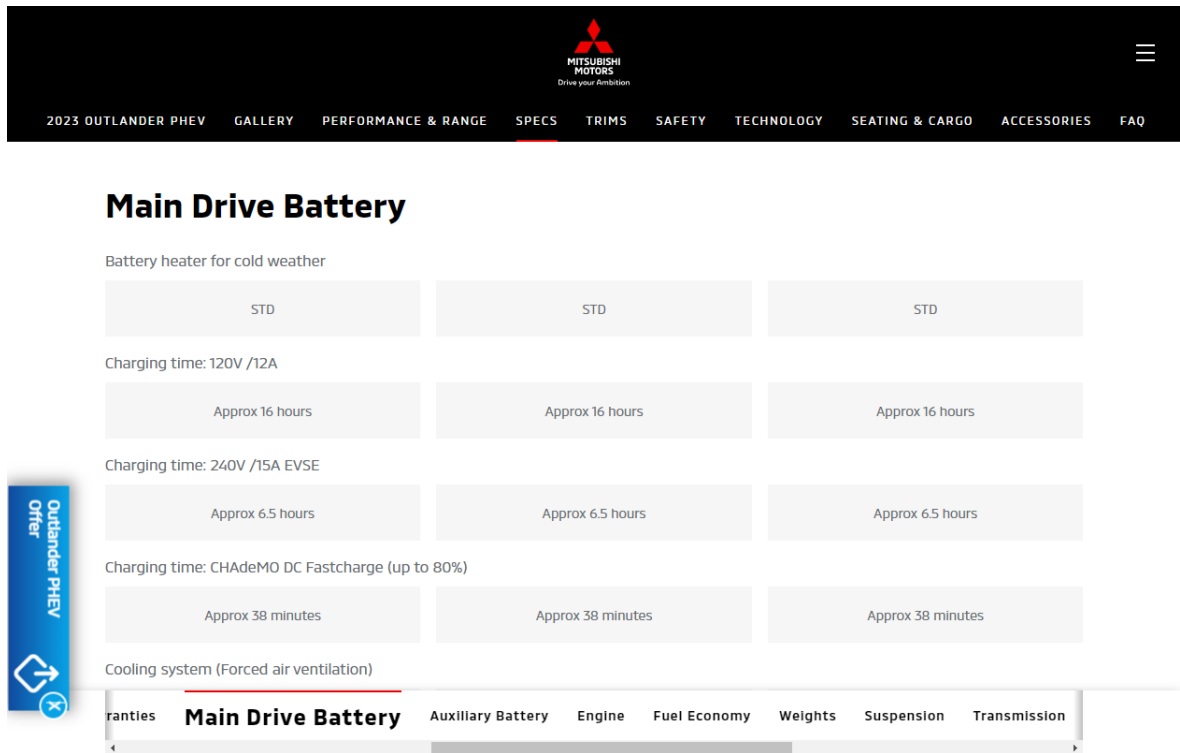
**FACTUAL ALLEGATIONS**

**A. The Defect**

15. People depend on their vehicles to provide reliable and safe transportation. The battery is an essential component of any vehicle: it powers the electrical system within the vehicle and also provides the electrical energy needed to start the vehicle's engine.

16. Mitsubishi marketed and sold the Class Vehicles as featuring a standard main drive battery heater.

17. As depicted in the image below, which was captured from Mitsubishi’s website on or around February 23, 2023 (see <https://www.mitsubishicars.com/cars-and-suvs/outlander-phev/specs>), Mitsubishi marketed on its company website that the Class Vehicles feature a standard main drive battery heater.



18. As detailed below, Mitsubishi knew about the Defect, its underlying cause, and the symptoms associated with it before any Class Vehicles were sold.

**B. The Defect Poses a Safety Hazard**

19. Owners of Class Vehicles report claims of the vehicles shutting down and being undriveable in extreme cold, due in large part to the absence of a battery heating system. Because the vehicle can neither be started nor operated if the drive battery is too cold, the absence of a drive battery heater leaves the owners with the sole option of waiting for the weather to change for the battery to warm up enough to become operable. Further, drivers become stranded and must seek roadside assistance or alternative means of transportation.

20. According to a study by P3 automotive GmbH, entitled “Cell Behavior at Low Temperatures And the Importance of Preconditioning,” the lack of a battery heater also causes low-temperature effects which lead to an overall impact of a reduced power performance, loss of capacity (up to 50%), as well as an enhanced cell cycle life degradation (~4 times higher compared to high temperatures at e.g., 60°C).<sup>1</sup>

**C. Mitsubishi’s Exclusive Knowledge of the Defect**

21. Mitsubishi had exclusive and superior knowledge of the Defect before Plaintiff purchased its Class Vehicles through a variety of sources unavailable to consumers, including, but not limited to, training materials.

22. Contrary to Mitsubishi’s representations, as evidenced by the below excerpt from Mitsubishi’s own training materials, the PHEV only has a battery cooling system:

**COOLING SYSTEM**

**NEW BATTERY COOLING SYSTEM**

The new PHEV (DGE) is equipped with a new battery cooling system which is ideal for cooling newly adopted batteries. Controlling driving battery temperature for full battery performance.

Item	New model	Previous model
Cooling coolant	A/C Refrigerant	Forced air
Cooling face	Cell side	Between cells

**NOTE:** The drive battery has no heating components, it heats on high current travelling through during charging or consumption.

<sup>1</sup> CELL BEHAVIOR AT LOW TEMPERATURES AND THE IMPORTANCE OF PRECONDITIONING, Study of Li-ion cell behavior during charging at low temperatures in general and comparison of different cell chemistries P3 automotive GmbH | Version 1.0 14.03.2022

Markus Hackmann, Ines Miller, Alexander Meister, Christian Daake

23. The internet also is replete with driver complaints on message boards, social media, and other websites concerning the Defect.

24. Numerous complaints about the Defect appear on websites Mitsubishi actively monitors, such as Mitsubishi's owner message boards. Many of the related complaints posted on social media websites such as Facebook and Twitter also tag Mitsubishi in the posts. Although Mitsubishi monitors these forums, it is difficult for consumers with limited resources to do so.

25. The Defect renders the vehicles undrivable in extreme cold. Because the vehicle can neither be started nor operated if the drive battery is too cold, the absence of a drive battery heater leaves the owners with the sole option of waiting for the weather to change for the battery to warm up enough to become operable. As such, the Defect prevents the Class Vehicles from working and poses a safety hazard for drivers and their passengers who may be left stranded.

26. As a consequence of Mitsubishi's actions and inaction, Class Vehicle owners have been deprived of the benefit of their bargain, lost use of their Class Vehicles for extended periods of time, been exposed to dangerous conditions from being left stranded, and incurred lost time and out-of-pocket costs, including from payments for alternative means of transportation such as rideshares or rental cars. Class Vehicles also have suffered a diminution in value due to the Defect.

27. Had Plaintiff and Class Members known about the Defect, they would not have purchased or leased their Class Vehicles or would have paid significantly less in doing so.

#### **TOLLING OF STATUTES OF LIMITATIONS**

28. Mitsubishi's knowing and active concealment and denial of the facts alleged herein have tolled any applicable statutes of limitations. Plaintiff and Class Members could not have reasonably discovered the true facts regarding the Class Vehicles, including the Defect until shortly before this litigation commenced.

29. Even after Plaintiff and Class Members contacted Mitsubishi and/or its authorized dealers as a result of the Defect, Mitsubishi routinely informed its customers that Class Vehicles were not defective.

30. Mitsubishi was and remains under a continuing duty to disclose to Plaintiff and Class Members the true facts concerning the Class Vehicles, i.e. that the Class Vehicles do not contain a standard battery heater, and that the existence of the Defect diminishes the intrinsic and resale value of the Class Vehicles and costs consumers an increased expense. As a result of Mitsubishi's active concealment of the Defect, any and all applicable statutes of limitations otherwise applicable to the allegations herein have been tolled.

### **CLASS ACTION ALLEGATIONS**

31. This action is brought and may be maintained as a class action, pursuant to Rules 23(a), (b)(2), (b)(3) and/or (c)(4) of the Federal Rules of Civil Procedure.

32. Plaintiff seeks certification of the Class as defined below:

All persons who bought or leased, other than for resale, a Class Vehicle in the United States.

33. Plaintiff seeks certification of the Pennsylvania Subclass as defined below:

All persons who bought or leased, other than for resale, a Class Vehicle in the state of Pennsylvania.

34. Excluded from the Class and Pennsylvania Subclass are Mitsubishi, its affiliates, employees, officers and directors; persons or entities that purchased the Class Vehicles for resale; and the Judge(s) assigned to this case. Plaintiff reserves the right to modify, change, or expand the class definitions in light of discovery and/or further investigation.

35. **Numerosity**: The Class and Pennsylvania Subclass are so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the Class and Pennsylvania Subclass are unknown at this time, as such information is in the sole

possession of Mitsubishi and is obtainable by Plaintiff only through the discovery process, publicly available sales information shows that Mitsubishi sold or leased thousands of the model of Class Vehicles nationwide. Members of the Class and Pennsylvania Sub-Class can be readily identified based upon, *inter alia*, the records (including databases, e-mails, and dealership records and files) maintained by Mitsubishi in connection with its sales and leases of Class Vehicles.

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

- a. whether Mitsubishi engaged in the conduct alleged herein;
- b. whether Class Vehicles are unfit for their ordinary purpose;
- c. whether Mitsubishi placed Class Vehicles into the stream of commerce in the United States with knowledge of the Defect;
- d. whether Mitsubishi knowingly failed to disclose the existence and cause of the Defect in the Class Vehicles;
- e. whether Mitsubishi's conduct alleged herein violates consumer protection law, warranty laws, and other laws as asserted herein;
- f. whether Plaintiff and Class Members overpaid for their Class Vehicles as a result of the Defect;
- g. whether Plaintiff and Class Members have suffered an ascertainable loss as a result of their loss of their Class Vehicles' features and functionality;
- h. whether Plaintiff and Class Members are entitled to damages, including punitive damages, as a result of Mitsubishi's conduct alleged herein, and if so, the amount



or proper measure of those damages; and

i. whether Plaintiff and Class Members are entitled to equitable relief, including but not limited to restitution and/or injunctive relief.

37. **Typicality**: Plaintiff's claims are typical of the claims of the Class and Pennsylvania Subclass because the Plaintiff purchased or leased a Class Vehicle containing the Defect, as did each member of the Class and Pennsylvania Subclass Plaintiff and Class Members sustained economic harm in the same manner by Mitsubishi's uniform course of conduct alleged herein. Plaintiff and Class Members have the same or similar claims against Mitsubishi relating to the conduct alleged herein, and the same conduct on the part of Mitsubishi gives rise to all the claims for relief.

38. **Adequacy**: Plaintiff is an adequate representative of the Class and Pennsylvania Subclass, whose interests do not conflict with those of any other Class or Pennsylvania Subclass Member. Plaintiff has retained counsel competent and experienced in complex class action litigation— including automobile defect class actions—who intend to prosecute this action vigorously. The interests of the Class and Pennsylvania Subclass will be fairly and adequately protected by Plaintiff and his counsel.

39. **Superiority**: A class action is superior to all other available means of fair and efficient adjudication of the claims of Plaintiff and members of the Class and Pennsylvania Subclass. The injury suffered by each individual Class Member is relatively small in comparison to the burden and expense of individual prosecution of these claims, including from the need for expert witness testimony on highly technical and economic issues bound up with the claims. Individualized litigation also would risk inconsistent or contradictory judgments and increase the delay and expense to all parties and the courts. By contrast, a class action presents far fewer

management difficulties and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.

40. **Injunctive Relief**: Mitsubishi has acted, and refuses to act, on grounds generally applicable to the Class and Pennsylvania Subclass, thereby making appropriate final equitable relief with respect to the Class and Pennsylvania Subclass as a whole.

## **CLAIMS FOR RELIEF**

### **COUNT I**

#### **Breach of the Implied Warranty of Merchantability Plaintiff, Individually and on Behalf of the Nationwide Class or, Alternatively, the Pennsylvania Subclass**

41. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully set forth herein.

42. Mitsubishi is a “merchant” as defined under the UCC.

43. The Class Vehicles are “goods” as defined under the UCC.

44. A warranty that the Class Vehicles were in merchantable quality and condition arises by operation of law with respect to transactions for the purchase and lease of Class Vehicles. Mitsubishi impliedly warranted that the Class Vehicles were of good and merchantable condition and quality, fit for their ordinary intended use, including with respect to safety, reliability, operability, and the absence of material defects, and that the vehicles would pass without objection in the automotive trade.

45. The Class Vehicles, when sold and leased, and at all times thereafter, were not in merchantable condition or fit for the ordinary purpose for which vehicles are used. The Class Vehicles were not merchantable in that the Defect renders the vehicle completely inoperable, which may also leave drivers and passengers stranded, unexpectedly, in perilous locations. The

Defect therefore renders the Class Vehicles unfit to provide safe and reliable transportation.

46. The Defect was present in the Class Vehicles when they were placed into the stream of commerce and inevitably manifests well before the end of the useful life of the vehicles' battery system.

47. Defendant was provided notice of the issues complained of herein within a reasonable time by its own handbook, numerous complaints online, directly to Mitsubishi and its authorized dealers, class members taking their vehicle to its dealers, Plaintiff's demand letter, and the instant lawsuit.

48. Plaintiff and the other Class Members have had sufficient direct dealings with either Mitsubishi or its agents, including its authorized dealerships, to establish privity of contract between Mitsubishi on the one hand and Plaintiff and each Class Member on the other hand. Mitsubishi directly communicated with Plaintiff and Class Members through its agents, including its authorized dealerships, during the sales process. In addition, Mitsubishi directly communicated with Plaintiff and Class Members via its television, print, and online advertisements. Mitsubishi also provided it warranties directly to Plaintiff and Class Members. Plaintiff and other Class Members relied on Mitsubishi's direct representations regarding the high quality, durability, reliability, dependability, and functionality of Mitsubishi vehicles in making their purchasing decision.

49. Regardless, privity is not required here because Plaintiff and each of the Class Members are the intended third-party beneficiaries of contracts between Mitsubishi and its dealers, and specifically of Mitsubishi's implied warranties. The dealers were not intended to be the ultimate consumers of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles. The warranty agreements were designed for and intended to

benefit consumer end-users only. Furthermore, Mitsubishi was aware that the Class Vehicles were ultimately intended for use by consumers such as Plaintiff and not dealers. Mitsubishi also understood Plaintiff's and consumers' requirements—including that Class Vehicles would provide reliable transportation, function in a manner that does not pose a safety hazard, and be free from known defects—and expectation that a vehicle manufacturer would disclose any such defects prior to sale. Mitsubishi delivered the Class Vehicles to Plaintiff and other Class Members to meet those requirements.

50. In its capacity as a supplier and/or warrantor, and by the conduct described herein, any attempt by Mitsubishi to limit its warranty in a manner that would exclude or limit coverage for the Defect would be unconscionable. Mitsubishi's warranties were adhesive and did not permit negotiations. Mitsubishi possessed superior and exclusive knowledge of the Defect, prior to offering Class Vehicles for sale. Mitsubishi concealed and did not disclose this Defect, and Mitsubishi did not remedy the Defect prior to sale (or afterward).

51. As a direct and proximate result of the breach of these warranties, Plaintiff and Class Members were injured and are entitled to damages.

## **COUNT II**

### **Breach of Express Warranty**

#### **Plaintiff, Individually and on Behalf of the Nationwide Class or, Alternatively, the Pennsylvania Subclass**

52. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully set forth herein.

53. Mitsubishi is a "merchant" as defined under the Uniform Commercial Code (UCC).

54. The Class Vehicles are "goods" as defined under the UCC.

55. Mitsubishi marketed and sold the Class Vehicles into the stream of commerce with

the intent that the Class Vehicles would be purchased by Plaintiff and members of the Classes.

56. Mitsubishi expressly warranted, advertised, and represented to Plaintiff and members of the Classes that the Class Vehicles were and are safe and reliable products which contained a battery heating system.

57. Mitsubishi made these express warranties in writing through its website, advertisements, and marketing materials. These express warranties became part of the basis of the bargain that was reached when Plaintiff and Class Members purchased or leased their Class Vehicles.

58. Plaintiff and the other Class Members have had sufficient direct dealings with either Mitsubishi or its agents, including its authorized dealerships, to establish privity of contract between Mitsubishi on the one hand and Plaintiff and each Class Member on the other hand. Mitsubishi directly communicated with Plaintiff and Class Members through its agents and dealerships. In addition, Mitsubishi directly communicated with Plaintiff and Class Members via its television, print, and online advertisements. Mitsubishi also issued express warranties directly to Plaintiff and Class Members. Plaintiff and other Class Members also relied on Mitsubishi's direct representations in making their purchasing decision.

59. Regardless, privity is not required here because Plaintiff and each of the Class Members are the intended third-party beneficiaries of contracts between Mitsubishi and its dealers. Mitsubishi was aware that the Class Vehicles were ultimately intended for use by consumers such as Plaintiff and not dealers.

60. As a result of Defendant's breach of its express warranty, Plaintiff and Class Members have suffered economic damages including, but not limited to, the loss of the benefit of their bargain, loss of vehicle use, diminished value, substantial loss in value and resale value, out-

of-pocket expenses, and for maintenance and service expenses to temporarily fix the Defect as well as towing, roadside assistance, and alternative transportation costs that they otherwise would not have incurred but for the Defect.

61. Defendant was provided notice of the Defect, through its own materials, and through customer complaints.

62. Plaintiff and Class Members have complied with all obligations under the warranty or otherwise have been excused from performance of such obligations as a result of Mitsubishi's conduct described herein.

63. In its capacity as a supplier and/or warrantor, and by the conduct described herein, any attempt by Mitsubishi to limit its express warranty in a manner that would exclude or limit coverage for the Defect, including benefit-of-the-bargain, incidental, or consequential damages, would cause the warranty to fail of its essential purpose.

64. In its capacity as a supplier and/or warrantor, and by the conduct described herein, any attempt by Mitsubishi to limit its express warranty in a manner that would exclude or limit coverage for the Defect would be unconscionable. Mitsubishi's warranties were adhesive and did not permit negotiations. Mitsubishi possessed superior knowledge of the Defect, which is a latent defect, prior to offering Class Vehicles for sale. Mitsubishi concealed and did not disclose this Defect, and Mitsubishi did not remedy the Defect prior to sale (or afterward).

### **COUNT III**

#### **Unjust Enrichment**

#### **Plaintiff, Individually and on Behalf of the Nationwide Class or, Alternatively, the State Subclasses**

65. Plaintiff incorporates by reference all of the foregoing allegations as if set forth fully herein. This claim is pled in the alternative to the warranty based breach of contract counts.

66. Plaintiff and Class Members conferred a benefit upon Mitsubishi by virtue of

paying money to purchase or lease their car. Mitsubishi appreciated these benefits.

67. At the time that Plaintiff and Class Members conferred this monetary benefit on Mitsubishi, they expected remuneration from Mitsubishi in the form of vehicles free from material, undisclosed defects and affirmative misrepresentations.

68. Based on the facts and circumstances described herein, it would be unjust to allow Mitsubishi to retain these benefits at the expense of Plaintiff and Class Members.

**COUNT IV**

**Violations Of The Pennsylvania Unfair Trade Practices**

**And Consumer Protection Law**

**(73 P.S. § 201-1 ET SEQ.)**

**Plaintiff, Individually and on Behalf of the State Subclass**

69. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully set forth herein.

70. Plaintiff brings this Count on behalf of the Pennsylvania Sub-Class members.

71. Plaintiff and other Pennsylvanai Sub-Class members purchased the Vehicle primarily for personal, family or household purposes within the meaning of 73 P.S. § 201-9.2.

72. All of the acts complained of herein were perpetrated by Defendant in the course of trade or commerce within the meaning of 73 P.S. § 201-2(3).

73. The Pennsylvania Unfair Trade Practices and Consumer Protection Law (“Pennsylvania CPL”) prohibits unfair or deceptive acts or practices, including: (i) “Representing that goods and services have ... characteristics, ... [b]enefits or qualities that they do not have;” (ii) “Representing that goods or services are of a particular standard, quality or grade ... if they are of another;” (iii) “Advertising goods or services with intent not to see them as advertised;” and (iv) “Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding.” 73 P.S. § 201-2(4).

74. Mitsubishi engaged in unlawful trade practices, and unfair or deceptive acts or practices that violated Pennsylvania CPL. Mitsubishi represented that the goods or services, *i.e.*, the Class Vehicles, have sponsorship, approval, characteristics, benefits or quantities that they do not have in that the Class Vehicles do not possess a battery heating system as advertised;

75. Mitsubishi also represented that the goods or services, *i.e.*, the Class Vehicles, are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another, because the Class Vehicles are not sold as advertised in that they do not possess the battery heating system;

76. Mitsubishi also advertised goods or services with intent not to sell them as advertised; and engaged in fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

77. Defendant knew or should have known that its conduct violated the Pennsylvania CPL.

78. In the course of its business, Defendant misrepresented material facts concerning the Defect. Defendant falsely represented the quality of the Class Vehicles for the purpose of inducing Plaintiff and other Pennsylvania Subclass members to purchase the Class Vehicles, and to increase Defendant's revenue and profits.

79. The facts concealed and omitted by Defendant were material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease the Class Vehicles or pay a lower price. Had Plaintiff and other Pennsylvania Subclass members known of the Defect, he would not have purchased or leased those vehicles, or would have paid substantially less for the vehicles than he did.

80. Plaintiff and the other Class members were injured and suffered ascertainable loss,



injury in fact, and/or actual damages as a proximate result of Defendant's conduct in that Plaintiff and the other Class members overpaid for their Class Vehicles and did not get the benefit of his bargain, and his Class Vehicles have suffered a diminution in value. These injuries are the direct and natural consequence of Mitsubishi's misrepresentations, fraud, deceptive practices, and omissions. Defendant's violations present a continuing risk to Plaintiff as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest.

81. Defendant is liable to Plaintiff and Pennsylvania Class members for treble his actual damages or \$100, whichever is greater, and attorneys' fees and costs. 73 P.S. § 201-9.2(a). Plaintiff and other Class members are also entitled to an award of punitive damages given that Defendant's conduct was malicious, wanton, willful, oppressive, or exhibited a reckless indifference to the rights of others.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of himself and all other similarly situated, requests that this Court enter an Order against Mitsubishi providing for the following:

- A. Certification of the proposed Nationwide Class and/or Subclass, appointment of Plaintiff and his counsel to represent the Class, and provision of notice to the Class;
- B. An order permanently enjoining Mitsubishi from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint;
- C. Injunctive relief in the form of a recall or free replacement program;
- D. Equitable relief, including in the form of buyback of the Class Vehicles;
- E. Costs, restitution, damages, including punitive damages, penalties, and disgorgement in an amount to be determined at trial;
- F. An Order requiring Mitsubishi to pay pre- and post-judgment interest as provided by law;

- G. An award of reasonable attorneys' fees and costs as permitted by law; and
- H. Such other or further relief as may be appropriate.

**JURY DEMAND**

Plaintiff hereby demands a trial by jury for all claims so triable.

Dated: January 17, 2024

Respectfully submitted,

**EDELSON LECHTZIN, LLP**

/s/ Liberato P. Verderame  
Marc Edelson (PA ID 51834)  
Liberato P. Verderame (PA ID 80279)  
411 S. State Street, Suite N-300  
Newtown, PA 18940  
T: (215) 867-2399  
[medelson@edelson-law.com](mailto:medelson@edelson-law.com)  
[lverderame@edelson-law.com](mailto:lverderame@edelson-law.com)

**SHUB & JOHNS LLC**  
Jonathan Shub (PA ID 53965)  
Benjamin F. Johns (PA ID 201373)  
Samantha E. Holbrook (PA ID 311829)  
200 Barr Harbor Drive  
Suite 400  
Conshohocken, PA 19428  
T: (610) 477-8380  
[jshub@shublawyers.com](mailto:jshub@shublawyers.com)  
[bjohns@shublawyers.com](mailto:bjohns@shublawyers.com)  
[sholbrook@shublawyers.com](mailto:sholbrook@shublawyers.com)

*Attorneys for Plaintiff and the proposed Class*

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

K. MASON SCHECTER

(b) County of Residence of First Listed Plaintiff Montgomery (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

EDELSON LECHTZIN, LLP, 411 S. State Street, Suite N-300, Newtown, PA 18940, (215) 867-2399

DEFENDANTS

MITSUBISHI MOTORS NORTH AMERICA, INC

County of Residence of First Listed Defendant CA (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 210 Land Condemnation, 310 Airplane, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332. Brief description of cause: Breach of Express and Implied Warranty

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE: Jan 18, 2024 SIGNATURE OF ATTORNEY OF RECORD: /s/ Liberato P. Verderame

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: Montgomery County, PA

Address of Defendant: Franklin, TN

Place of Accident, Incident or Transaction: Montgomery County, PA

RELATED CASE IF ANY:

Case Number: Judge: Date Terminated

Civil cases are deemed related when Yes is answered to any of the following questions:

- 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit Pending or within one year previously terminated action in this court?
3. Does this case involve the validity or infringement of a patent already in suit or any earlier Numbered case pending or within one year previously terminated action of this court?
4. Is this case a second or successive habeas corpus, social security appeal, or pro se case filed by the same individual?

I certify that, to my knowledge, the within case is/is not related to any now pending or within one year previously terminated action in this court except as note above.

DATE:

Attorney-at-Law (Must sign above)

Attorney I.D. # (if applicable)

Civil (Place a check in one category only)

A. Federal Question Cases:

- 1. Indemnity Contract, Marine Contract, and All Other Contracts
2. FELA
3. Jones Act-Personal Injury
4. Antitrust
5. Wage and Hour Class Action/Collective Action
6. Patent
7. Copyright/Trademark
8. Employment
9. Labor-Management Relations
10. Civil Rights
11. Habeas Corpus
12. Securities Cases
13. Social Security Review Cases
14. Qui Tam Cases
15. All Other Federal Question Cases. (Please specify):

B. Diversity Jurisdiction Cases:

- 1. Insurance Contract and Other Contracts
2. Airplane Personal Injury
3. Assault, Defamation
4. Marine Personal Injury
5. Motor Vehicle Personal Injury
6. Other Personal Injury (Please specify):
7. Products Liability
8. All Other Diversity Cases: (Please specify):

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration)

I, Liberato P. Verderame, counsel of record or pro se plaintiff, do hereby certify:

Pursuant to Local Civil Rule 53.2 § 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

Relief other than monetary damages is sought.

DATE:

/s/ Liberato P. Verderame
Attorney-at-Law (Sign here if applicable)

80279
Attorney ID # (if applicable)

NOTE: A trial de novo will be a jury only if there has been compliance with F.R.C.P. 38.