

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

Shawn Petro, et al., on behalf of themselves and all others similarly
situated v. FCA US LLC

Petro v. FCA US LLC, Civil Action No. 22-621-GBW (D. Del. Mar. 19, 2026) · No. Civil Action No. 22-621-GBW · Decided March 19, 2026

SUMMARY

The United States District Court for the District of Delaware addresses FCA US LLC’s partial motion to dismiss claims arising from alleged valve-train defects in certain HEMI-engine vehicles. The court holds that plaintiffs sufficiently state express-warranty claims, dismisses their unjust-enrichment claims without prejudice, and dismisses their nationwide class allegations for lack of standing. The motion is granted in part and denied in part.

CASE DETAILS

COURT	United States District Court for the District of Delaware
WRITING FOR THE COURT	Gregory B. Williams
JURISDICTION	United States District Court for the District of Delaware
DECIDED	March 19, 2026
DOCKET	Civil Action No. 22-621-GBW
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss portions of Plaintiffs’ Second Amended Class Action Complaint, including express-warranty and unjust-enrichment claims and nationwide class allegations.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true, views them in the light most favorable to the plaintiff, disregards legal conclusions and conclusory recitals, and asks whether the complaint plausibly states a claim for relief.
PRECEDENTIAL VALUE	unpublished district court memorandum opinion; persuasive value only
PARTIES	Shawn Petro, et al., on behalf of themselves and all others similarly situated v. FCA US LLC

TOPICS

motions to dismiss

class actions

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breach of contract

unjust enrichment

PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether Plaintiffs plausibly stated breach-of-express-warranty claims by alleging manufacturing defects, unsuccessful repairs, and out-of-pocket repair expenses.
2. Whether Plaintiffs' express-warranty claims were barred by the statute of limitations at the pleading stage.
3. Whether Plaintiffs could maintain unjust-enrichment claims in the alternative when the existence of express warranties was alleged and undisputed.
4. Whether Plaintiffs had standing to pursue nationwide class allegations involving claims arising under the substantive laws of states where Plaintiffs did not reside.

HOLDINGS

1. The Second Amended Complaint plausibly stated express-warranty claims because Plaintiffs alleged specific manufacturing defects in addition to the alleged design defect, and those allegations supported a reasonable inference that FCA breached the express warranties.
2. Plaintiffs plausibly stated breach-of-express-warranty claims by alleging unsuccessful repair attempts and out-of-pocket repair costs.
3. The court declined to dismiss the express-warranty claims as time-barred because fraudulent concealment plausibly tolled the statute of limitations, consistent with the court's prior ruling in the action.
4. The unjust-enrichment claims could not survive because the alleged existence of express warranties left no doubt regarding the existence of the relevant contracts; the claims were dismissed without prejudice.
5. Plaintiffs lacked standing to pursue claims on behalf of a nationwide class where adjudication would require applying the substantive laws of states in which Plaintiffs did not reside; the nationwide class allegations were dismissed.

KEY QUOTATIONS

"However, where 'the existence of a contract between the parties is undisputed, an unjust enrichment claim will seldom survive a motion to dismiss.'" (Discussion § B)

"This Court previously explained that named 'plaintiffs cannot bring claims on behalf of putative class members unless they have standing to bring those claims themselves.'" (Discussion § C)

FACTUAL BACKGROUND

Plaintiffs alleged that FCA manufactured, marketed, distributed, and sold vehicles equipped with certain HEMI engines containing a defective valve-train system. They alleged that FCA concealed the defect, characterized engine noises as normal, failed to authorize permanent or complete warranty repairs, and shifted repair costs to consumers. Plaintiffs alleged out-of-pocket repair expenses, unsuccessful repairs, continuing engine noises, diminished vehicle value, and premature engine or component failures.

PROCEDURAL HISTORY

Plaintiffs filed their Second Amended Complaint on September 9, 2024, asserting claims including breach of express warranty and unjust enrichment and seeking to proceed on a nationwide class basis. FCA moved for partial dismissal. The court denied dismissal of the express-warranty claims, dismissed the unjust-enrichment claims without prejudice, and dismissed the nationwide class allegations.

DISPOSITION

other

CASES CITED

- Doe v. Princeton University, 30 F.4th 335, 342 (3d Cir. 2022)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 557 (2007)
- Klotz v. Celentano Stadtmauer & Walentowicz LLP, 991 F.3d 458, 462 (3d Cir. 2021)
- Davis v. Wells Fargo, 824 F.3d 333, 341 (3d Cir. 2016)
- Pinnavaia v. Celotex Asbestos Settlement Trust, 271 F. Supp. 3d 705, 708 (D. Del. 2017)
- In re Burlington Coat Factory Securities Litigation, 114 F.3d 1410, 1420 (3d Cir. 1997)
- Brady v. Media, No. 23-cv-1078-GBW, 2024 U.S. Dist. LEXIS 160991, at *4 (D. Del. Sept. 6, 2024)
- McCrone v. Acme Markets, 561 F. App'x 169, 172 (3d Cir. 2014)
- Abbott Diabetes Care, Inc. v. DexCom, Inc., No. 23-cv-239-KAJ, 2024 U.S. Dist. LEXIS 96985, at *4 (D. Del. May 31, 2024)
- Shaaya v. Jaguar Land Rover North America LLC, Civil Action No. 2:20-cv-5679, 2022 U.S. Dist. LEXIS 114916, at *23 (D.N.J. June 29, 2022)
- Wesley v. Samsung Electronics America, Inc., Civil Action No. 20-cv-18629 (JXN)(AME), 2024 U.S. Dist. LEXIS 115557, at *20 (D.N.J. June 30, 2024)
- Petro v. FCA US LLC, No. 22-0621-GBW, 2024 U.S. Dist. LEXIS 146971, at *25, *29–30 (D. Del. Aug. 16, 2024)
- Spindletop Exploration Co. v. Trinity Operating (USG), LLC, No. CIV-19-310-RAW, 2020 U.S. Dist. LEXIS 77969, at *4 (E.D. Okla. May 4, 2020)
- STP Investments LLC v. Neotek Energy, Inc., No. 4:22-CV-00361-SDJ-CAN, 2023 U.S. Dist. LEXIS 49415, at *9 (E.D. Tex. Mar. 2, 2023)
- Inspire Excellence, LLC v. Paccar Inc., No. 3:24-cv-50055, 2024 U.S. Dist. LEXIS 128606, at *7 (N.D. Ill. July 22, 2024)

- Cain v. International Fruit Genetics, Ltd. Liab. Co., No. 1:23-cv-01249-JLT-CDB, 2025 U.S. Dist. LEXIS 61032, at *8 (E.D. Cal. Mar. 30, 2025)
- ECB USA, Inc. v. Savencia, S.A., No. CV 19-731-RGA, 2020 WL 5369076, at *4 (D. Del. Sept. 8, 2020)
- Purewick Corp. v. Sage Products, LLC, 666 F. Supp. 3d 419, 441 (D. Del. 2023)

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